



AGENDA
PLANNING AND ZONING COMMISSION MEETING
CITY OF CREVE COEUR, MISSOURI
MONDAY, NOVEMBER 19, 2018

6:30 PM

Pursuant to Section 610.022 RSMo, the Planning and Zoning Commission could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. and/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Reports, documents, plans, and related materials are available for examination at the Creve Coeur Government Center, 300 North New Ballas Road, prior to the meeting.

Special disabled service may be arranged by contacting the Office of the City Administrator in advance.

CALL TO ORDER

ROLL CALL

Ms. Beth Kistner (Chair)
Mr. Tim Carney
Ms. Muriel Hall
Mr. Don Magruder
Mr. James Myers
Mr. Gene Rovak
Mr. Matthew Schuh
Mr. Carl Lumley, City Attorney
Mr. Jason Jaggi, Director of Community Development
Ms. Whitney Kelly, City Planner
Ms. Jessica Stutte, Planning Assistant/Recording Secretary

ACCEPTANCE OF THE AGENDA

APPROVAL OF MINUTES

- 1. November 5, 2018 Planning and Zoning Commission Draft Meeting Minutes**

PUBLIC COMMENT

An opportunity for members of the public to address the Planning and Zoning Commission regarding issues or concerns not already on the agenda for this meeting. Those wishing to speak will be asked to limit comments to three minutes and to complete a speaker card.

UNFINISHED BUSINESS**1. PUBLIC HEARING. Application #18-040: Conditional Use Permit And Site Development For PK Construction At 1200 Research Boulevard.**

Troy Duncan, of PK Construction, has submitted an application for a conditional use permit for a Residential Remodelers (NAICS 236118) business at 1200 Research Boulevard. Residential Remodelers (NAICS 236118) are permitted as a conditional use in the City's LI-Light Industrial District with review by the Planning and Zoning Commission and approval by the City Council.

NEW BUSINESS**1. PUBLIC HEARING. Application #18-044: Site Concept Plan, Conditional Use Application For Athletic Field Lighting And Improvements, And Exercise Trail And Bridge Improvements At Missouri Baptist University**

George Stock, of Stock and Associates, on behalf of Missouri Baptist University, has submitted an application for a new conditional use permit for stadium lighting and improvements to the existing athletic field, and building addition, along with the site development plan and lighting of the exercise trail.

Section 405.680(D) Major Outdoor Recreation Facilities of the Zoning Ordinance provides that major outdoor recreation facilities such as athletic fields or stadiums, shall require approval of conditional use permit with review by the Planning and Zoning Commission and approval by the City Council.

2. PUBLIC HEARING. Application #18-045: Master Sign Plan For Bayer (Former Monsanto) Crop Science Campus At 800 N Lindbergh Boulevard And 10300 Olive Boulevard

Mari Sheedlo, of Priority Sign Inc., on behalf of Bayer, has submitted an application for a master sign plan, pursuant to Section 405.955: Master Sign Plans for the Creve Coeur Campus at 800 N Lindbergh Boulevard and 10300 Olive Boulevard. The proposal would allow for replacement of monument signs along Olive Boulevard, Lindbergh Boulevard, and N. Warson Road, and internal signs throughout the campus.

3. Application #18-046: Minor Site Plan Approval For Exterior Modification Of The Building And New Led Parking Lot Lighting At 425 N. New Ballas Road

Molly Studer, of Intelica CRE, has submitted an application on behalf of BMO-I Ballas Place LLC, for modifications to the exterior of the building at 425 N. New Ballas Road, that include painting the existing building a light grey color, and new LED lighting throughout the site. Section 405.680 Lighting states that the Planning and Zoning Commission shall review proposed lighting for non-residential building construction or for the replacement or addition of light standards on an existing non-residential development in accordance with Section 405.1080. Section 405.1080 also requires minor site plan approval by the Planning and Zoning Commission for any proposed alteration that would significantly affect the exterior of a building.

4. PUBLIC HEARING. #18-037: Text Amendments To Chapter 515 Right-Of-Way Usage Code And Chapter 405 The City's Zoning Ordinance For The Deployment Of Small Wireless Facilities

Jason Jaggi, Director of Community Development, has submitted a text amendment application regarding right-of-way usage and small wireless facilities to address recent changes in state law. The submitted changes amend Chapter 515 Right-of-Way Usage Code and, in part, affect zoning. Therefore, Planning and Zoning Commission review is requested.

WORK AGENDA

None

DEPARTMENT REPORTS

Director of Community Development

ADJOURNMENT

Posted: _____
Jason W. Jaggi
Director of Community Development



DRAFT MINUTES
PLANNING AND ZONING COMMISSION MEETING
CITY OF CREVE COEUR, MISSOURI
MONDAY, NOVEMBER 5, 2018
6:30 PM

CALL TO ORDER

ROLL CALL

Beth Kistner	Commission Chair
Tim Carney	Commission Member
Gene Rovak	Commission Member
Muriel Hall	Commission Member
Don Magruder	Commission Member
James Myers	Commission Member
Matthew Schuh	Commission Member

The following staff were also present: Carl Lumley, City Attorney; Jason Jaggi, Director of Community Development; Whitney Kelly, City Planner; and, Jessica Stutte, Planning Assistant/ Recording Secretary.

ACCEPTANCE OF THE AGENDA

Mr. Rovak made a motion to accept the agenda, Mr. Carney seconded. All in favor.

APPROVAL OF MINUTES

1. October 15, 2018 Planning and Zoning Commission Draft Meeting Minutes

Mr. Magruder made a motion to accept the minutes, Mr. Carney seconded. All in favor.

PUBLIC COMMENT

None

UNFINISHED BUSINESS

1. PUBLIC HEARING. Application #18-040: Conditional Use Permit and Site Development for PK Construction at 1200 Research Boulevard. Request to Continue

Mr. Magruder made a motion to continue the matter to the next meeting, Mr. Schuh seconded. All in favor.

RESULT:	CONTINUED [UNANIMOUS]	Next: 11/19/2018 6:30 PM
MOVER:	Don Magruder, Commission Member	
SECONDER:	Matthew Schuh, Commission Member	
AYES:	Kistner, Carney, Rovak, Hall, Magruder, Myers, Schuh	

NEW BUSINESS

None

WORK AGENDA

1. Zoning Ordinance Update - East Olive Corridor

Mr. Jaggi went over comments he had received from members of the commercial real estate/development businesses. He said their comments emphasized the city should encourage redevelopment.

He said they had reached out to design colleagues regarding site coverage bonuses. He said they created tiers with categories to make it more readable.

Mr. Jaggi said they would codify the discussion points. He said the table could be used in other areas as well.

Ms. Kelly said they would like to specifically go over drive thru's in this district.

Mr. Myers asked if drive thru's were permitted currently.

Ms. Kelly gave the requirements in which a drive thru would be permitted. She said banks and pharmacies fell under a different requirement than restaurants.

Mr. Magruder said he was concerned there would be a lot of drive thrus.

Ms. Kelly said that wouldn't be possible because of the 2-acre minimum requirement.

Mr. Carney asked about density and site coverage.

Ms. Kelly said meeting requirements for a free standing drive thru would be difficult in this area.

Mr. Jaggi agreed and said that it would likely need to be integrated in a larger development.

There was some discussion about commercial backing up to residential.

Mr. Myers mentioned the Brentwood Starbucks and how it stands alone with a drive thru and is a disaster.

There was discussion about the differences between restaurants drive thru's and banks and pharmacies. The Commission indicated there currently was consensus not to allow freestanding restaurant drive thrus in this district.

There was some discussion about the tiered site coverage bonus system and the requirements.

Ms. Kelly asked about the landscaping requirements for native plants.

The commission gave some suggestions.

Mr. Jaggi said they would reach out to professionals to see if the suggestions were reasonable.

Ms. Kistner asked if the commercial developers had any comments.

Mr. Jaggi said not really regarding the tiers.

Mr. Magruder said over time these requirements would make the area quite attractive.

Ms. Kelly pointed out the FAR in tier 3.

Mr. Schuh asked if the business community had comments on that part .

Ms. Kelly said not as of yet.

There was some discussion about parking underneath.

Mr. Jaggi talked about where the process would go from this point, including a public hearing on 1/22/2019.

DEPARTMENT REPORTS

1. 2019 Planning and Zoning Commission Meeting Schedule

Mr. Jaggi talked about the draft schedule for 2019.

Mr. Jaggi thanked the commission for attending the session at Old Olive last month. He went over the projects that would come before the commission next.

Mr. Lumley explained that only a limited portion of new cellphone tower regulations will need Commission attention.

Mr. Jaggi announced the City Administrator Mr. Mark Perkins had accepted a new position and would be leaving at the end of the year.

ADJOURNMENT

Mr. Magruder made a motion to adjourn. All in favor.

Meeting adjourned at 7:20 pm.



300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

**APPLICATION TO PLANNING AND ZONING COMMISSION
#18-040 FOR A CONDITIONAL USE PERMIT FOR RESIDENTIAL
REMODELERS , PK CONSTRUCTION,
AT 1200 RESEARCH BOULEVARD**

FOR THE MEETING OF: Monday, November 19, 2018

LOCATION: 1200 Research Boulevard, zoned LI-Light Industrial.

REQUEST: Troy Duncan, of PK Construction, has submitted an application for a conditional use permit for a Residential Remodelers (NAICS 236118) business at 1200 Research Boulevard. Residential Remodelers are permitted as a conditional use in the City's LI-Light Industrial District with review by the Planning and Zoning Commission and approval by the City Council. No changes to the exterior of the building or site are proposed with this application.

ADDITIONAL INFORMATION: The site is 2.23 acres, and the existing warehouse building is 46,638 sq. ft. and was originally developed in 1962 as part of the Lindbergh Warson Industrial Center under St. Louis County jurisdiction. The entire area was annexed into the City of Creve Coeur in 1990 and subsequently zoned LI (Light Industrial) District. The property has remained largely unchanged since that time, and has some pre-existing, non-conformities regarding site development.

Key Issues:

- Does the request integrate with the existing surrounding uses?
- Does the request further or implement the goals of the Comprehensive Plan and Design Guidelines?
- Is the request consistent with the required findings for a conditional use permit?

Comp. Plan References

- Mixed-Use Innovation Campus District (MUIC)

Zoning Code References

- Section 405.210: Regulation of Uses
- Section 405.380: LI-Light Industrial District
- Section 405.470: Conditional Uses
- Section 405.540: Landscaping
- Section 405.1080: Site Concept, Site Development And Minor Site Plan Approval

APPLICANTS: Troy Duncan
PK Construction
2128-2130 Schuetz Road
Maryland Heights, MO 63146

APPLICANT'S REPRESENTATIVE: Drew Clary
Intelica CRE
600 Emerson Road, Suite 210
Creve Coeur, MO 63141



Google

REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: 11/16/2018
ATTACHMENTS: Applicant's Materials received November 5, 2018
Draft Ordinance

PROJECT DESCRIPTION

The Applicant is under contract to purchase the building for the proposed use of a Residential Remodeler. PK Construction is a full service general contractor primarily specializing in Residential Remodeling. Currently no changes to the exterior of the building or site are proposed. However, the floor plan of the interior remodel indicates that sawdust collection equipment would be located at the exterior of the building at the northeast corner of the building.



Figure 1: Proposed Interior Floor Plan

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Office/Industrial	LI-Light Industrial	N/A
South	Office/Industrial	LI-Light Industrial	Gateway Boulevard
East	Office/Industrial	LI-Light Industrial	N/A
West	Office/Industrial	LI-Light Industrial	Research Boulevard

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Mixed-Use Innovation Campus District and the 39 North Master Plan. The vision for the Mixed-Use Innovation Campus District (MUIC) is a sustainable hub for cutting-edge research, job opportunities, and community amenities that encourages innovation, collaboration, and entrepreneurship in a vibrant, mixed-use environment. As the proposal is utilizing an existing warehouse building, it satisfies the goals and objectives of the Comprehensive Plan in as much as this request can.

ZONING REVIEW

Residential Remodelers (NAICS 236118) business is listed a conditional use in the City's LI-Light Industrial District. The Applicant will be renovating the interior of the building, with the exterior of the building and site remaining largely as is. The property was originally developed in 1962 under St. Louis County jurisdiction, so there are some pre-existing site related non-conformities. Section 405.380(G)(3) under the LI District regulations requires that all business, services, storage, merchandise display and repairing and processing shall be conducted wholly within an enclosed building or within a fenced and screened exterior storage area, except for off-street automobile parking and off-street loading unless expressly permitted by a conditional use permit. Further the City's Design Guidelines recommend that services and trash or utility areas should be positioned to minimize view and visual impact. Building equipment and utilities are to be located, designed and/or screened to minimize visual impact on public streets, surface parking lots and neighboring properties (Chapter 2.F.1, p. 10). Therefore, Staff has included the condition of approval that the installation of any mechanical equipment and the trash dumpster shall be screened with a natural wood, sight-proof fence, or other materials that relate to the building for the Zoning Administrator's approval.

Landscaping

The existing landscaping on the site is in good condition with large street trees along Gateway Boulevard and low shrubs adjacent to the building at the main entrance. However, Section 405.540 Landscaping of the Zoning Ordinance requires a minimum of one street tree for every 30 lineal feet of frontage, and that all landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. The City's Design Guidelines also recommend use of high-quality landscaping that accentuates the building and site. Archived aerials on the County GIS website show that six street trees were originally provided between the parking area/road and the building along with additional plantings along the south elevation adjacent to the building to break up the south elevation and were then removed sometime in between 2004-2006. Therefore, Staff has included a condition of approval that a revised landscape plan be submitted to include additional trees along Research Boulevard, as well as base plantings adjacent to the building along the south elevation to further the site towards the requirements of Section 405.540.



RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the requirements of the Comprehensive Plan and Zoning Ordinances to the same degree or greater than the current development with a few recommended revisions. The following are Staff recommended conditions of approval, along with the standard regulations for similar uses, as found in the Draft Ordinance:

1. The Conditional Use Permit shall be for the operation of Residential Remodelers (NAICS 236118) at 1200 Research Boulevard.
2. All business operations shall take place indoors. Any new mechanical equipment, as well as any trash dumpsters, installed on the site shall be properly screened with materials approved by the Zoning Administrator.
3. The Applicant shall obtain a building permit to address any building code issues associated with the use and any property maintenance issues.
4. A revised Landscape Plan shall be submitted showing the replacement of the six trees along Research Boulevard, and additional planting along with south elevation of the building in compliance with Section 405.540 Landscaping of the Zoning Ordinance, for approval by the Zoning Administrator.
5. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed, and should the street trees be removed, sufficient landscaping shall be provided on the property to be consistent with the Landscape Plan to the extent possible, as required under Section 405.540 Landscaping
6. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
7. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

ACTION

If the Planning and Zoning Commission finds the attached draft conditional use permit ordinance to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council. Any changes to the draft ordinance should be discussed and made by separate actions.

MOTION

The following is an example of an appropriate motion for this application:

“I move to recommend approval of Application #18-040 for a conditional use permit for PK Construction located at 1200 Research Boulevard, subject to the conditions contained in the draft ordinance for the meeting of November 19, 2018” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

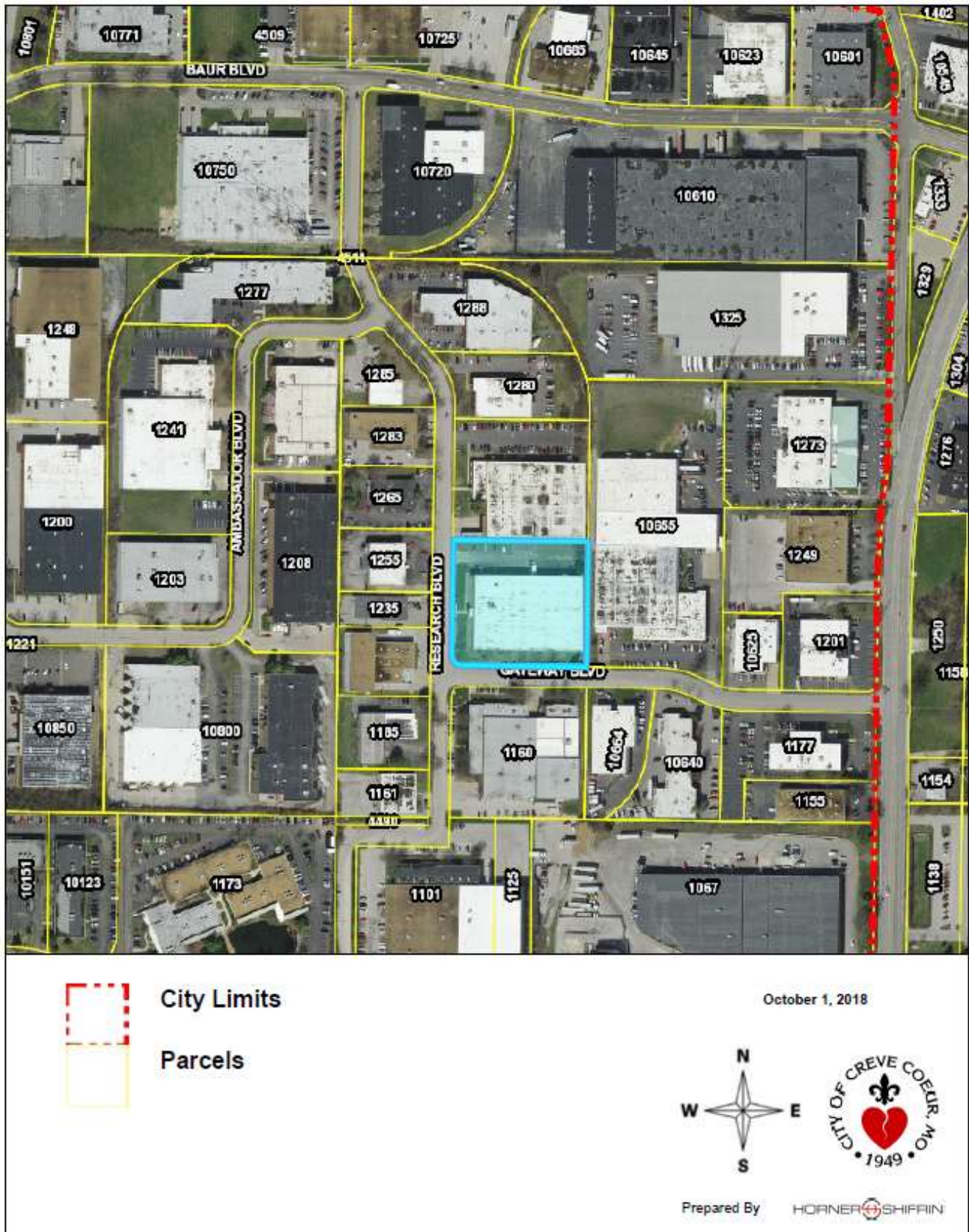
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO

1200 Research Boulevard



APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 11/16/2018



Description: View of the subject property looking northeast from across Research Boulevard.

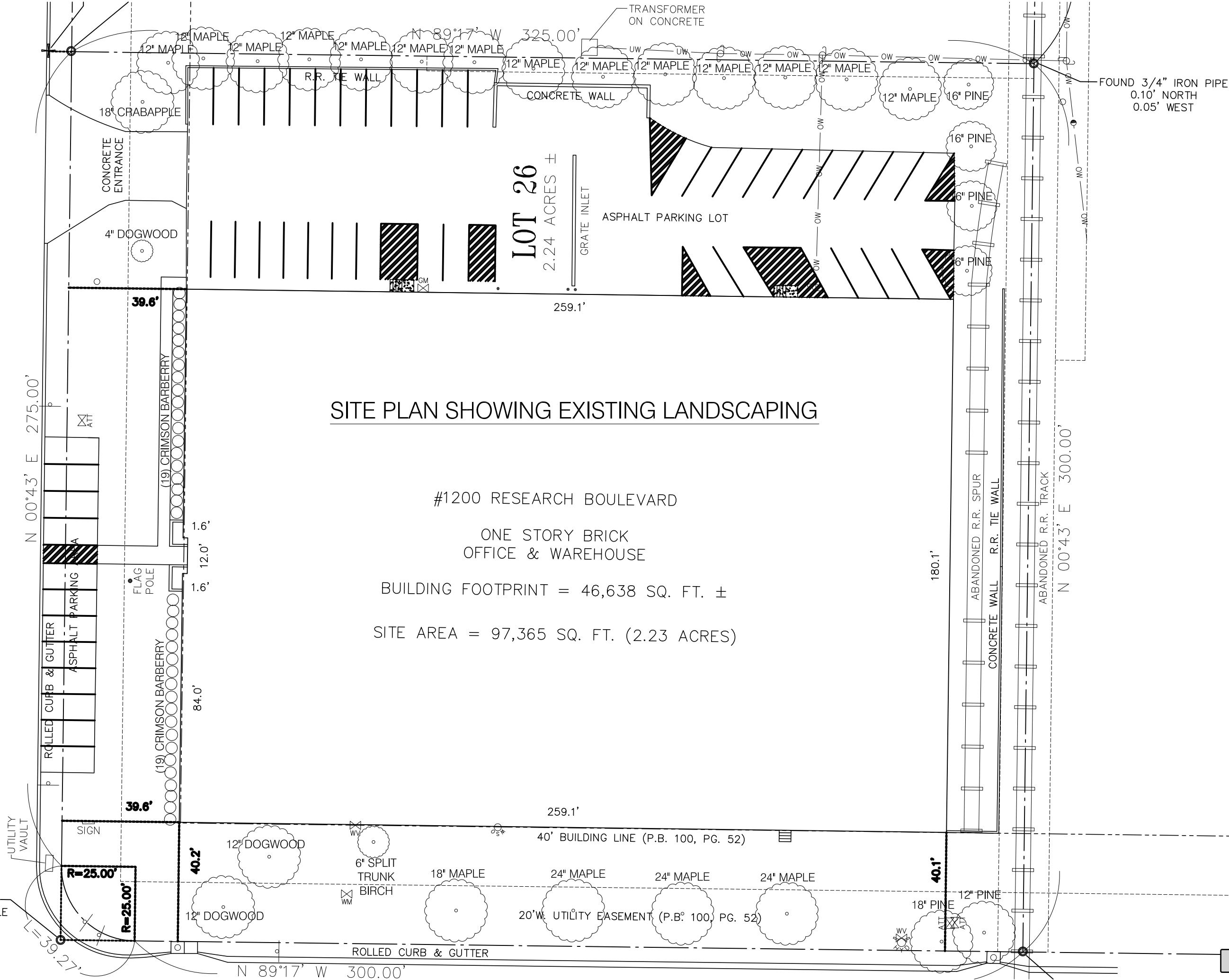


Description: View of the side of the building from the northwest corner of the property.



Description: Views of the building from along Gateway Boulevard from the rear property line. There are some overgrown weeds on the former loading area that will need to be addressed as part of the property maintenance.

RESEARCH (50'W.) BOULEVARD



SITE PLAN SHOWING EXISTING LANDSCAPING

#1200 RESEARCH BOULEVARD

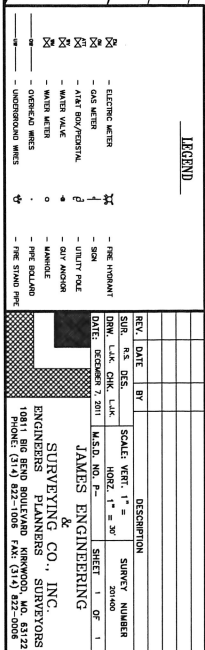
ONE STORY BRICK
OFFICE & WAREHOUSE

BUILDING FOOTPRINT = 46,638 SQ. FT. ±

SITE AREA = 97,365 SQ. FT. (2.23 ACRES)



Attachment: 1200 Research_Floor Plan_11-05-18 (#18-040: PK Construction CUP)

Packet Pg. 16

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR RESIDENTIAL REMODELER PK CONSTRUCTION
AT 1200 RESEARCH BOULEVARD**

WHEREAS, under Section 405.380(C), Residential Remodelers (NAICS 236118) in the “LI” Light Industrial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Troy Duncan, of PK Construction, for a conditional use permit for 1200 Research Boulevard; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, November 19, 2018, beginning at 6:30 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a ____ vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on November 19, 2018; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of a Residential Remodelers (NAICS 236118) business at 1200 Research Boulevard, in LI (Light Industrial) District, whose legal description is as follows:

Attachment: 18-040.1200 Research Blvd.PK Construction.Draft Ordinance.11-19-2018 (#18-040: PK Construction CUP)

BILL NO. _____

ORDINANCE NO. _____

Lot 26 of the Resubdivision of Section 2, 3 and 4 of Lindbergh-Warson Industrial Center Addition No. 1, according to the plat thereof recorded in Plat Book 100 page 52 in the St. Louis County Records.

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Conditional Use Permit shall be for the operation of a Residential Remodeler business (NAICS 236118) at 1200 Research Boulevard.
2. All business operations shall take place indoors. Any new mechanical equipment, as well as any trash dumpsters, installed on the site shall be properly screened with materials approved by the Zoning Administrator.
3. The Applicant shall obtain a building permit to address any building code issues associated with the use and any property maintenance issues.
4. A revised Landscape Plan shall be submitted showing the replacement of the six trees along Research Boulevard, and additional planting along with south elevation of the building in compliance with Section 405.540 Landscaping of the Zoning Ordinance, for approval by the Zoning Administrator.
5. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed, and should the street trees be removed, sufficient landscaping shall be provided on the property to be consistent with the Landscape Plan to the extent possible, as required under Section 405.540 Landscaping
6. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
7. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
9. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
10. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this

BILL NO. _____

ORDINANCE NO. _____

ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2018.

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2018.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Attachment: 18-040.1200 Research Blvd.PK Construction.Draft Ordinance.11-19-2018 (#18-040: PK Construction CUP)



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www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION
#18-044: SITE CONCEPT PLAN, CONDITIONAL USE APPLICATION FOR
ATHLETIC FIELD LIGHTING AND IMPROVEMENTS, AND EXERCISE TRAIL
AND BRIDGE IMPROVEMENTS AT MISSOURI BAPTIST UNIVERSITY
FOR THE MEETING OF: Monday, November 19, 2018

LOCATION: 1 College Park Drive. The property is zoned HE-Higher Education.

REQUEST: George Stock, of Stock and Associates, on behalf of Missouri Baptist University, has submitted an application for a new conditional use permit for stadium lighting and improvements to the existing athletic field, and building addition, along with the site development plan and lighting of the exercise trail. Section 405.680(D) Major Outdoor Recreation Facilities of the Zoning Ordinance provides that major outdoor recreation facilities such as athletic fields or stadiums, shall require approval of conditional use permit with review by the Planning and Zoning Commission and approval by the City Council.

ADDITIONAL INFORMATION: The Missouri Baptist University campus consists of approximately 66.26 acres located between Conway Road and Interstate 64. The original site concept plan for the entire campus was approved in 1994, and has been revised several times. In 2014, a revised Site Concept Plan and Phase III of the student housing complex, the new football facility and locker room received approval. In 2016, the City authorized a new Site Concept Plan that included building additions to the existing locker room, and a site development plan for up to 900 seats for the stadium. In 2018, the Planning and Zoning Commission authorized a new Site Concept Plan and the Site Development Plan for the new parking lots at the northeast corner of the site, and the boundary adjustment with Lucky Lane Nursery School to its current acreage.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Creve Coeur 2030 References

- Campus (CP) District
- Design Guidelines

Zoning Code References

- Section 405.300: "HE" Higher Education District
- Section 405.540 Landscaping
- Article VII Off-Street Parking and Loading Regulations
- Section 405.1080, Site Concept, Site Development And Minor Site Plan Approval

APPLICANT: George M. Stock, P.E., President
Stock & Associates Consulting Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO 63005

PROPERTY OWNER:

Missouri Baptist University
1 College Park Drive
Creve Coeur, MO 63141



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: 11/16/2018
ATTACHMENTS: Applicant's Materials submitted November 14, 2018
Draft Ordinance

PROPOSAL SUMMARY

Site Concept Plan and Site Development Plan for the Stadium

During the 2016 review of the Site Concept Plan, the campus plan included the future additions of the locker room and bleachers for the football/soccer/track field on the southwest portion of the campus, future 45,000 square foot chapel/fine arts addition, future 16,000 sq. ft. two story addition between the existing field hall and library building, as well as other improvements throughout the campus. Earlier this year, the Planning and Zoning Commission approved a boundary adjustment along with the site development plans for the parking lot improvements at the northeast corner of the campus. The proposed Site Concept Plan is largely in keeping with the prior approved plans.

At the time of the original development of the athletic field, it was anticipated that it would eventually become a multipurpose Stadium, and a condition included that no lighting of the field or placement of seating shall occur without the prior approval by the Planning and Zoning Commission of a new site development plan. This request includes Phase II of the Football Stadium for lighting and a new track field, and building additions to the existing Locker Room building.

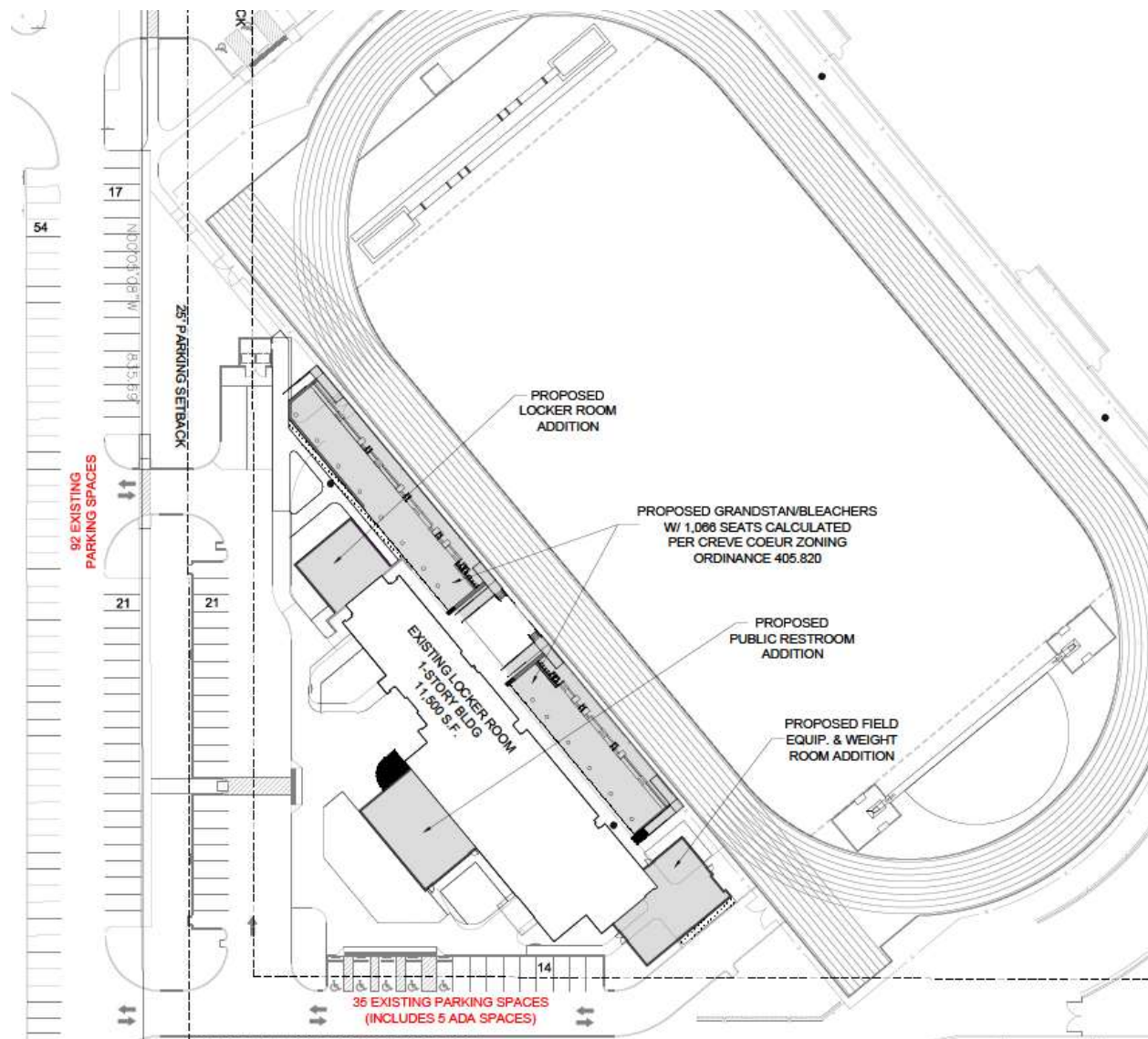
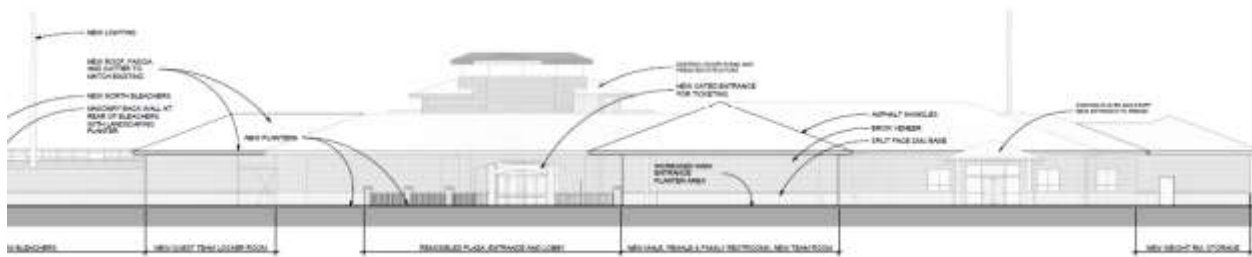
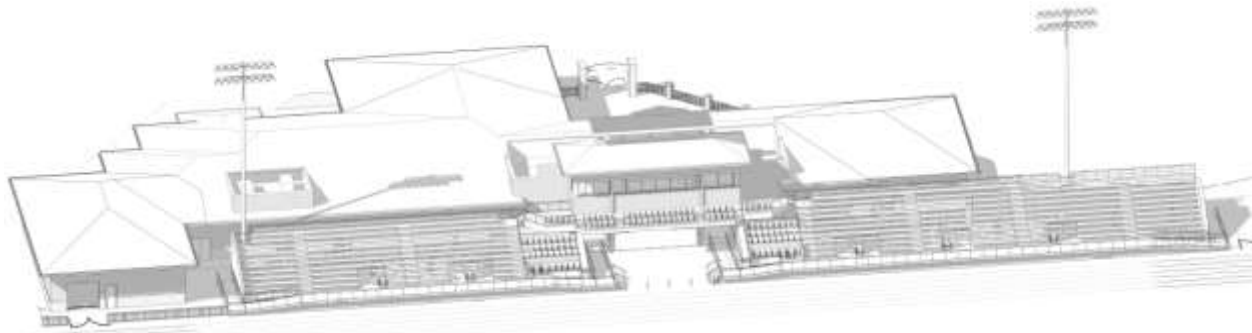


Figure 1: Close-up of the Site Plan for the Stadium improvements.



The school has provided a schedule of the proposed use of the field and anticipated maximum lighting needs of the field for night games. The use of the field includes women's and men's Lacrosse, Soccer, and Football. The last hour of use would be 9 PM in March, April, July and August through November. It is anticipated that a total of 32 games a year could extend the lighting of the field lighting until 10 PM (should games extend into overtime). The sound levels for the PA system for the stadium are targeting not to exceed 87dB at the property lines.

Spartan Field Lighting Needs							Last Hour of Use	Hours/Day > Sundown	M-Sat # Days Month	# Hours / Month	# Games until 10 pm	Add'l Game Hrs	Total Hrs Lighting
MONTH	Sundown	W Lacrosse	W Soccer	Football	M Lacrosse	M Soccer							
August	7:51	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	1:09	27	31.1	6	6	37.1
September	7:07	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	1:53	25	47.1	8	8	55.1
October	6:23	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	2:37	27	70.7	8	8	78.7
November	4:50	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	4:10	26	108.3	0		108.3
December	4:44										0		0.0
January	5:06										0		0.0
February	5:37	11 am - 1 pm			1-3 pm		3:00				0		0.0
March	7:08	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	1:52	26	48.5	5	5	53.5
April	7:38	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	1:22	26	27.4	5	5	32.4
May	8:05										0		0.0
June	8:24										0		0.0
July	8:20		1-3 pm	3-5 pm		7-9 pm	9:00	0:40	15	10.0	0		10.0
Total Practice Days and Hours									172	343.0			
Total Additional Game Days and Hours											32	32	
Total Annual Lighting Days and Hours													375.0

Figure 4: Applicants Table of Field Lighting Needs

Minor Changes To The Prior Site Concept Plan

The only other changes to the prior approved plan include the future addition of a 1,080 square foot restrooms/concessions building addition and bleachers for the existing softball and baseball fields. Staff does not consider these to be a significant departure. Due to the location and minor nature of these requests and their location interior of the campus, Staff has included a condition that these may be approved at Staff level, without the need for additional Planning and Zoning Commission review, provided that it meet with the City's Design Guidelines and Building Codes.



Figure 5: Close-up of the Site Concept Plan showing future improvements that were not included on the SCP approved with Application 18-001 on February 5, 2018.

Site Development Plan for the Trail and Bridge

The School is also seeking approval for a new bridge and trail area that is between the stadium and the parking lot for the Chapel/Fine Arts Building, that the students use for exercise. The existing bridge to the south is in disrepair and there is another bridge to the north that is on Rossman School's property along with some existing exercise trails. The University is in discussions with the school regarding the bridge removal and use of the trails. The majority of the trail is unpaved/ mulch, with asphalt added in the locations where there are steeper grades of 11.79% and 12% to alleviate erosion. Further, low LED lighting is provided for the safety of those utilizing the trail during evening hours.

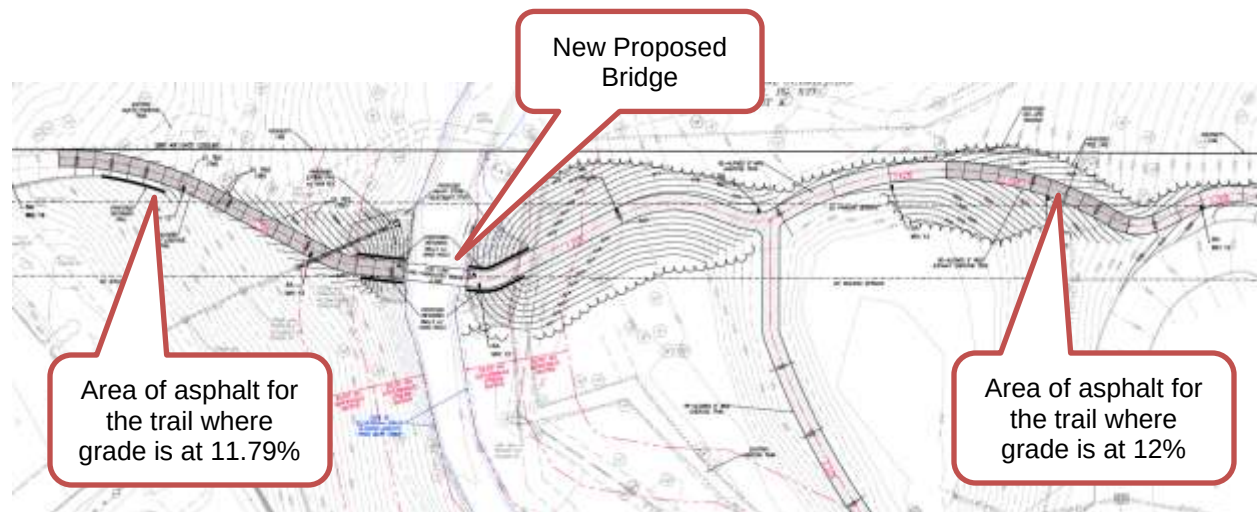


Figure 6: Close-up of the Site Development Plan for the Trail and Bridge.

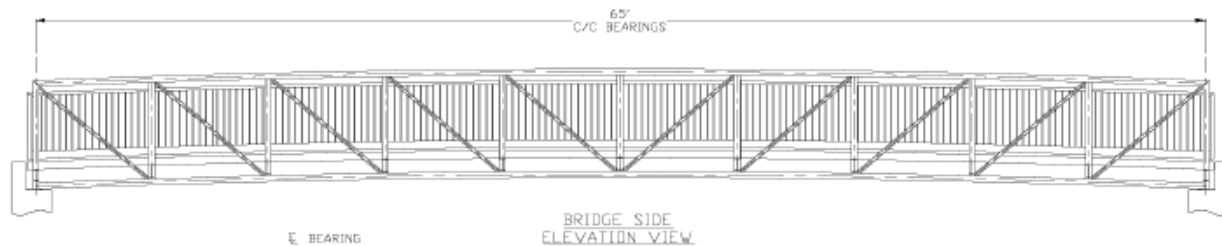


Figure 7: Close-up of the proposed Bridge design on the Site Development Plan

The proposed grading is within the Stream Buffer area and additional floodplain development permit and review by the Army Corps of Engineers will be required.

Modular Buildings

The Site Concept Plan no longer shows the temporary modular buildings between the Existing Administration Building and the Existing Gymnasium. However, the School is seeking to extend the timeframe for the use of these temporary buildings. A condition of the approval of the site concept plan and site development plan for the football field in 2014 included the University shall remove the temporary modular office structures within five years of the date of Planning Commission approval of the site development plan. The Planning Director may approve a one-year extension upon receipt of a written request from the school, prior to the date of plan approval expiry. Additional extensions will require approval by the Planning Commission of a new Site Development Plan. The expiration date for the removal of the modular buildings is 2019. The School has submitted a request to continue the use of the modular buildings until the end of 2020, as they are currently fundraising for another classroom and office building.

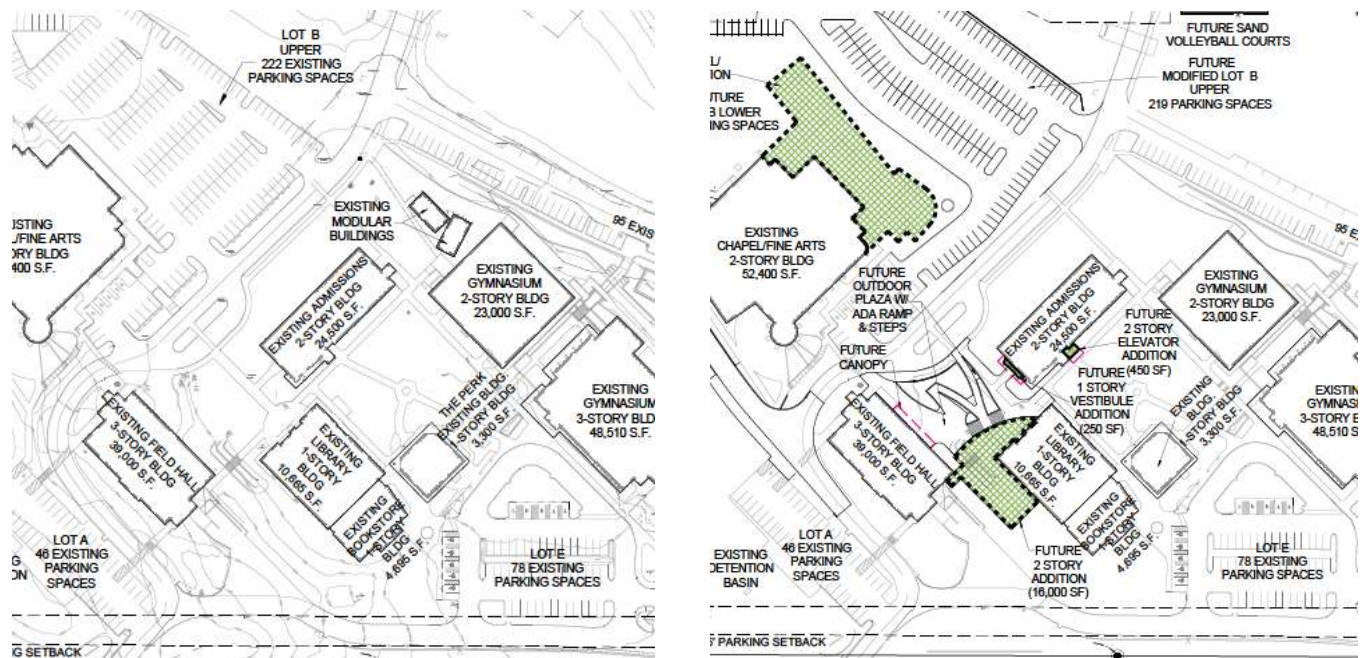


Figure 8: Close-up of Site Concept page 1 showing the existing facilities and SC2 indicating the future buildings, without the modular buildings

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North (partial)	Institutional-Lucky Lane Nursery, Rossman School, Single family residential	A Single Family Residential District	N/A
South	Institutional	MEC District (City of Town & Country)	N/A
East	Single family residential	A Single Family Residential District	N/A
West	Park	P Park District (City of Town & Country)	N/A

COMPREHENSIVE PLAN REVIEW

The subject property is within the Campus (CP) Place Type District that is intended for the development of large, multi-building office structures, institutional facilities, research buildings, educational, and healthcare facilities, deeply set back from site edges and surrounded by beautiful landscape buffers. The site development plan and landscape plan is well landscaped, and maintains the required buffer yard where adjacent to residential. Therefore, in as much as this request can, the proposal meets with the recommendations of the Comprehensive Plan.

ZONING REVIEW

SITE CONCEPT PLAN

A site concept plan is intended to provide a basis for reviewing future site development plans which will include items such as landscaping, tree preservation, site grading, and stormwater management. The applicant is required to submit site development plans for each phase of the concept plan. The individual site plans will provide more detailed information including architectural elevations, landscape plans, and specific information on the building's use, bulk, and placement. The proposed amendment to the Site Concept Plan does not constitute a significant change to the prior approved plan, and therefore a full review has not been included at this time.

The Zoning regulations for HE Districts require Site Concept and Site Development Plan approval by the Planning and Zoning Commission. District regulations include:

SECTION 405.300: "HE" HIGHER EDUCATION DISTRICT

E. Dimensional Regulations. The following area and yard regulations apply in the "HE" Higher Education District.

2. Building bulk regulations.

- a. Maximum structure height. No building or structure shall exceed three (3) stories or forty-five (45) feet, except faculty or student housing shall not exceed three (3) stories or thirty-five (35) feet in height. The City Council may allow a twenty percent (20%) increase in the height of chapels, gymnasiums and auditoriums if it determines the increase will not be detrimental to surrounding property owners.*
- b. Maximum site coverage. Fifty percent (50%).*
- c. Maximum floor area ratio. Twenty-five hundredths (0.25).*
- d. Residential density. The total number of dwelling units for faculty and students shall not exceed three (3) dwelling units per net acre of the total site zoned "HE" in accordance with a site development plan.*

3. Yard and setback requirements.

- a. Minimum front yard. Fifty (50) feet.*
- b. Minimum side yard. Fifty (50) feet.*

- c. Minimum rear yard. Fifty (50) feet.
- d. Buffer yards. Notwithstanding the provisions of Sections 405.300(E)(3)(b) and 405.300(E)(3)(c) above, any tract or site abutting a single-family residential zoning district shall provide a buffer yard of one hundred (100) feet. However, the setback may be reduced to twenty-five (25) feet for parking or driveways and sixty (60) feet for buildings when adjacent to any single-family residential zoning district property containing a conditional use. The buffer area resulting from these setback requirements shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission. No buildings or parking lots and no streets shall be built within the resulting buffer yard except those crossing the buffer to provide access to the site. Utility rights-of-way and easements are permitted in the buffer. Pre-existing buildings and other improvements within the buffer may not be expanded within the buffer. These structures, however, are not to be regarded as non-conforming and may be expanded where the expansion extends outside of the buffer.

The existing locker rooms and field received approval in 2014, with the acknowledgement that eventually it would be converted from a practice field to a stadium for the University. At that time, a condition of approval included that any seating and lighting would require additional review. In 2016, the Planning and Zoning Commission authorized the addition of 900 grandstand/bleacher seating for lacrosse and soccer day games.

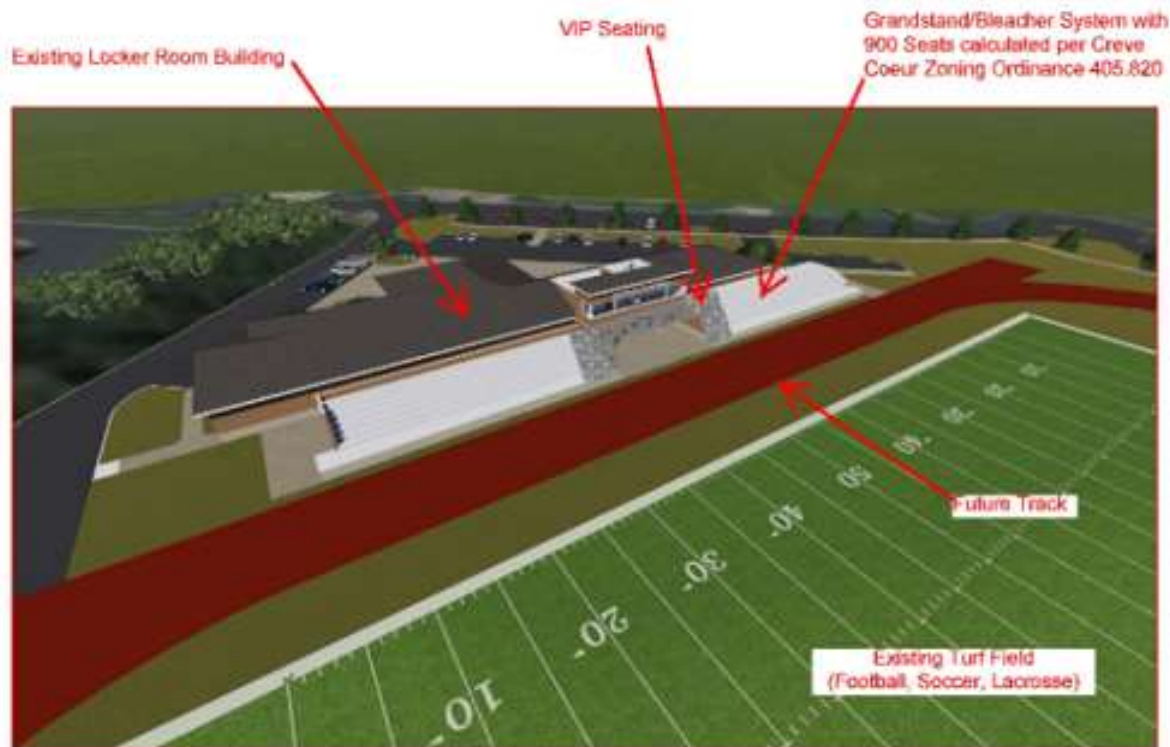


Figure 9: Image from Application #16-021 that provided additional seating for the Field

Conditions of the approval with the seating in 2016 included that any additional seating will require additional review by the Planning and Zoning Commission and any lighting and PA system will require the approval of the Planning and Zoning Commission and City Council as a conditional use permit, per Section 405.680(D).

The proposal includes increasing the total number of seating for the stadium to 1,066 seats, with 946 beach seating, as defined by the Zoning Ordinance, and 120 VIP seats, as well as the proposed 1,400 square foot locker room addition, 2,200 square foot restroom addition, and 2,200 square foot weight room addition/storage, and landscaping, as well as adding the track around the athletic field, and new field lighting.

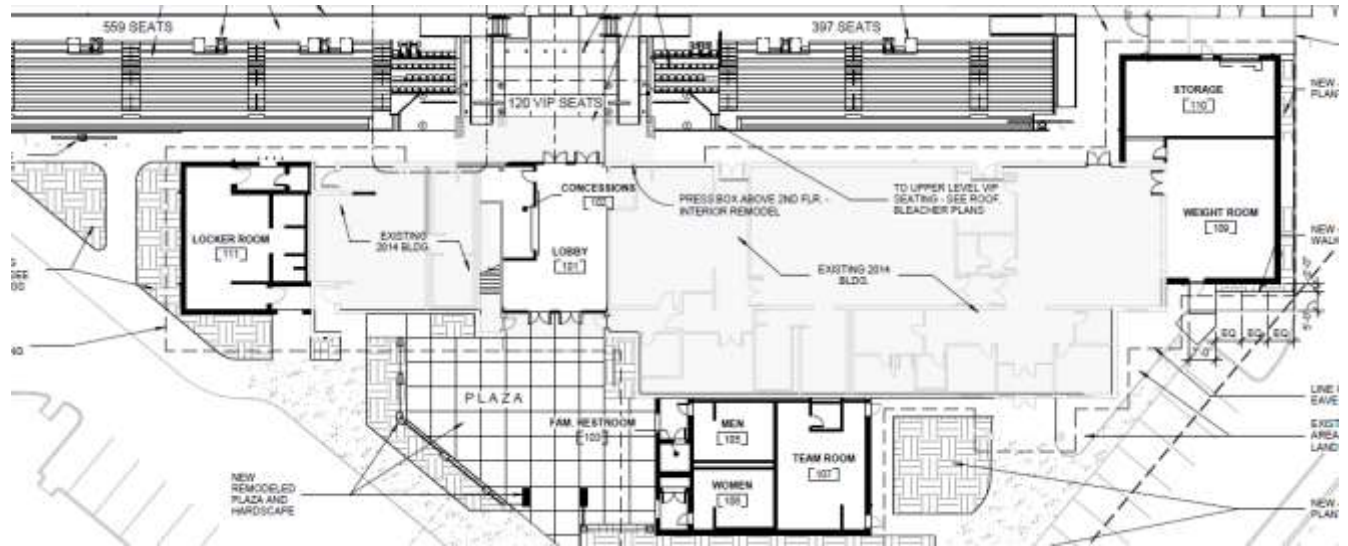


Figure 10: Close-up of the Architectural Site Plan of the Building Additions

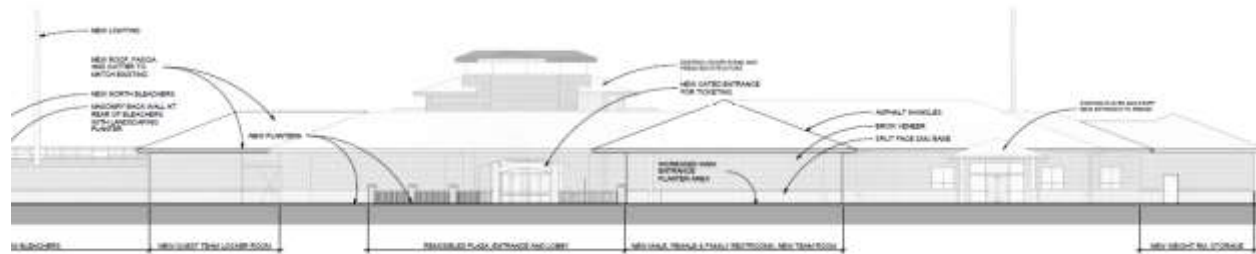
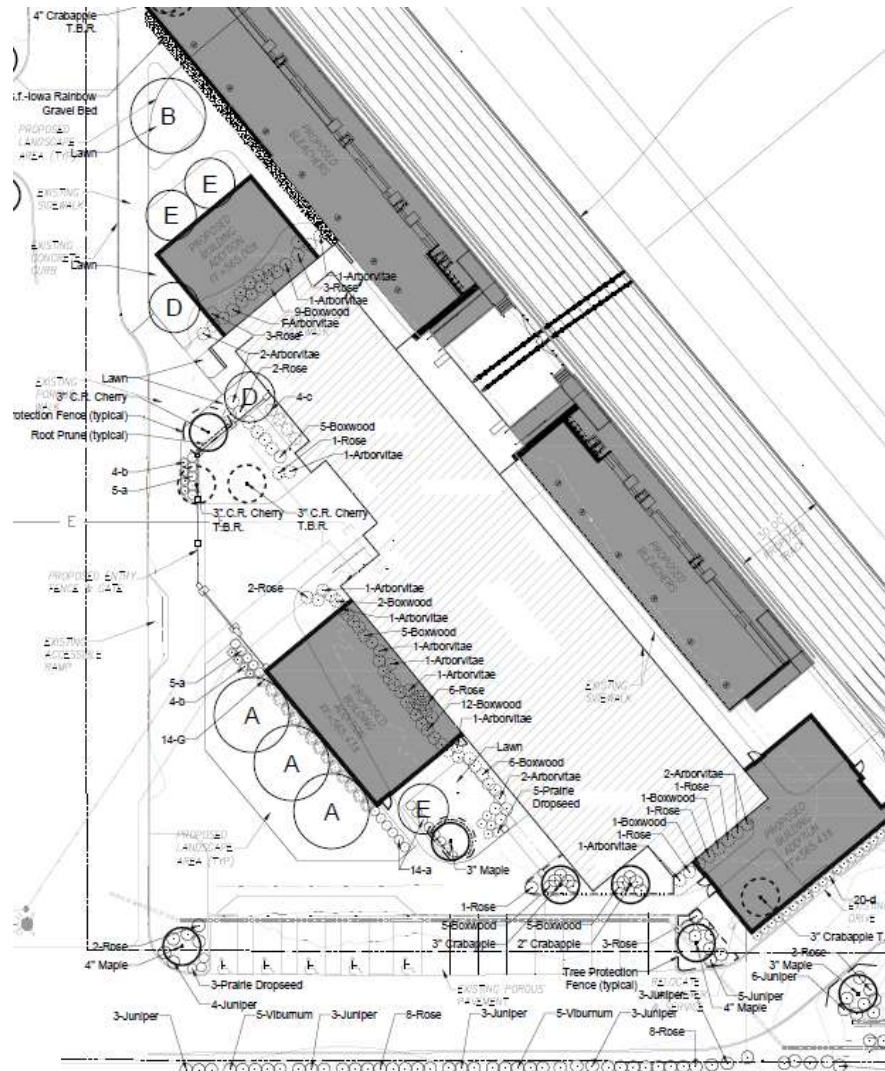
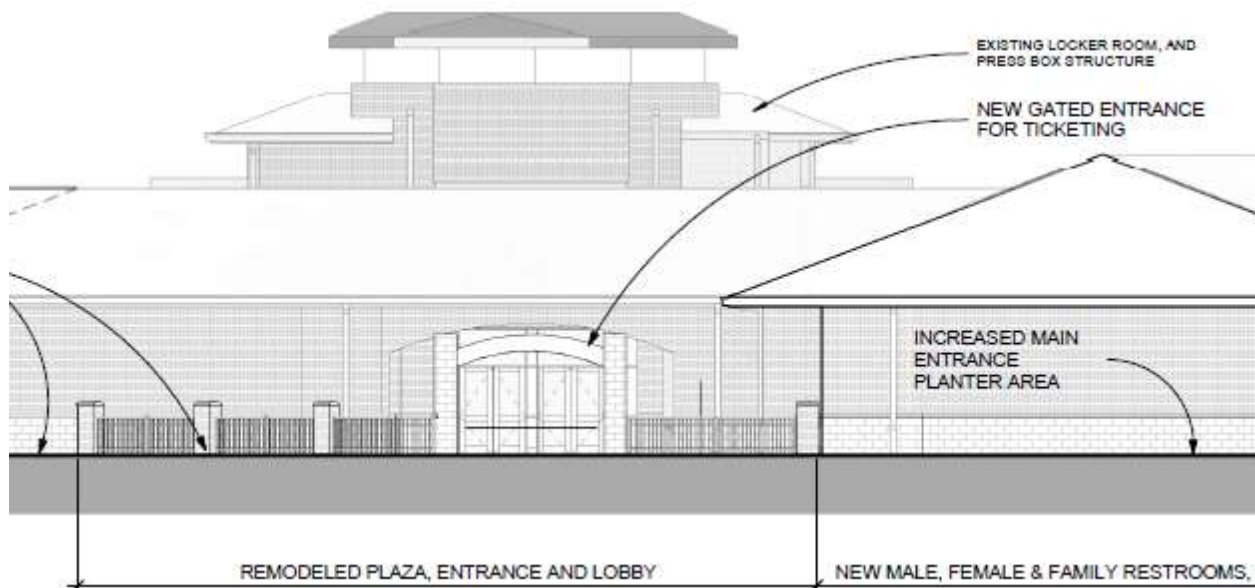


Figure 11: Close-up of the West Elevation showing the new additions

The character and design of the building additions are consistent with the original approved building design, with the use of the same materials of brick, and split-faced CMU. The existing building has fenestrations where possible at office/public spaces. The City's Design Guidelines recommend solid, blank walls and other "dead" or dull spaces at the street level should be avoided. Visually interesting building facades and activities should be maintained and/or established to engage pedestrian interest, such as primary entrances and display windows (p. 5, Chapter 1.B Streetscape/Pedestrian Orientation). While there is a concern about the blank walls on the west elevation, with the lack of windows, most of the existing building includes locker rooms, shower, restrooms, and other types of spaces that required privacy for the occupants and will not allow for glazed openings. The new building additions include mostly similar private type spaces (locker rooms, restrooms, team/changing rooms, storage, etc.). The irregular floor plan breaks up the exterior wall planes into smaller segments which creates a level of detail and interest. The use of a mixture of split-faced CMU and brick veneers as well as larger roof overhangs also create additional appeal to the composition of the structure. Further with the remodeling of the plaza entrance/lobby are that includes arched opening, masonry piers and decorative fencing, along with the landscaping, should provide the level of pedestrian elements that the Design Guidelines are seeking, and alleviate the appearance of the blank walls.



Parking

Section 405.820 of the City's Off-Street Parking and Loading Regulations requires one space for every 4 seats for places of general assembly. For grandstand/bleacher seating, every 24 inches equate to one seat, per Section 405.820 (A)(5) for the purpose of calculating parking. The Building Code has a lower standard of 1.5 feet of bench seating, when calculating for capacity and required facilities. Available parking spaces for the sports fields have been calculated and are as follows: the main practice football field parking lot provides 35 spaces, the north practice field parking lot provides 69 spaces, Cadet Park (CBC) shares an easement agreement with Missouri Baptist to allow parking in Cadet Park's lot which provides 92 spaces (a copy of that agreement is included with the materials). And Lot B near the Chapel/Fine Arts Buildings, has 31 spaces designated for the Stadium in the Main Lot and the Lower Lot B provides 56 space. A total of 283 spaces are provided for the Stadium, not including other areas of parking for the University. The University has indicated that a shuttle service will provide pick up and drop off for these locations to and from the Stadium during games.

Below is the parking table provided for the Stadium:

Parking Calculations for entire campus			Spaces Provided
Existing Parking Total	MBU Campus		1,170
Proposed Parking Total	MBU Campus		1,170
Parking Calculations for practice field			Spaces Provided
Main Practice Football Field Parking Lot	MBU Campus		35
North Practice Field Parking Lot	MBU Campus		69
Cadet Park (CBC)	Cadet Park	MBU/CBC Easement Agreement	92
Lot B (Lower Lot)	MBU Campus		31
Lot B (Main Lot)	MBU Campus		56
Total Parking Provided			283
Total ADA Parking Spaces Required			7

Grandstand/Bleacher Seating Calculations			Parking Provided	Max Seats = parking provided x 4
Maximum Seating allowed per Creve Coeur	1 parking space per 4 seats	Zoning Ordinance 405.820.B.3	283	1,132
Total ADA Spaces Provided				8
Seating Calculations Provided by Creve Coeur Zoning Ordinance				Seats Provided
Bench Seating (including wheel chair spaces)	24" length of bench per seat	Zoning Ordinance 405.820.A.5		946
VIP Seats				120
Total Seating Provided				1,066
				under 1,132 OK

Seating Calculations Provided by Creve Coeur Building Code (2009 IBC)			Seats Provided
Bench Seating (including wheel chair spaces)	18" length of bench per seat	2009 IBC; Section 1028.15	1,258
VIP Seats			120
Total			1,378
Total Seating Provided			1,400

Figure 14: Applicants Parking Table



Figure 15: Close-up of the Site Development Plan showing the parking in Lot B

Lighting

As indicated above, Section 405.680(D) *Major Outdoor Recreation Facilities* states that major outdoor recreation facilities such as athletic fields or stadiums, shall require approval of conditional use permit in accordance with Section 405.1070. The field lighting will be LED with two major lighting sources with a mounting height of 15 feet and 100 feet, and two lighting poles with light fixtures mounted at 15 feet 80 feet and 90 feet. The Applicant's lighting plan indicated an average illumination of the field at 52.5, and 0.01 and a maximum of 0.06 at the property to the south, and 0.02 and a maximum of 0.08 at the west property line.

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Bleachers	Horizontal	2.30	0	5	23.81		B	2
Football	Horizontal Illuminance	52.5	46	63	1.38	1.14	A	60
Property Line South	Horizontal	0.01	0	0.06	0.00		A	60
Property Line South	Max Vertical Illuminance Metric	0.03	0	0.19	0.00		A	60
Property Line	Horizontal	0.02	0	0.08	2684292.00		A	60
Property Line	Max Vertical Illuminance Metric	0.07	0	0.38	17813.11		A	60
Soccer	Horizontal Illuminance	52.6	46	62	1.35	1.14	A	60
Track	Horizontal Illuminance	20.2	2	43	27.05	10.10	A	60

Figure 16: Close up of the Musco Lighting Plan

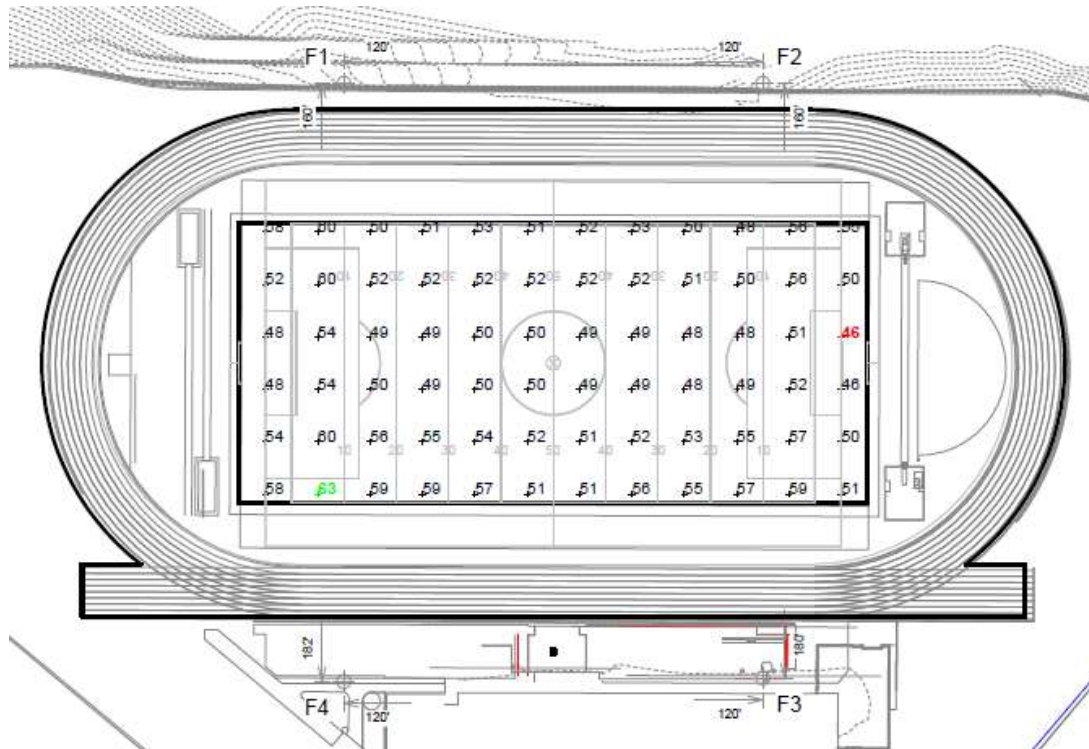


Figure 17: Close up of the Football field lighting.

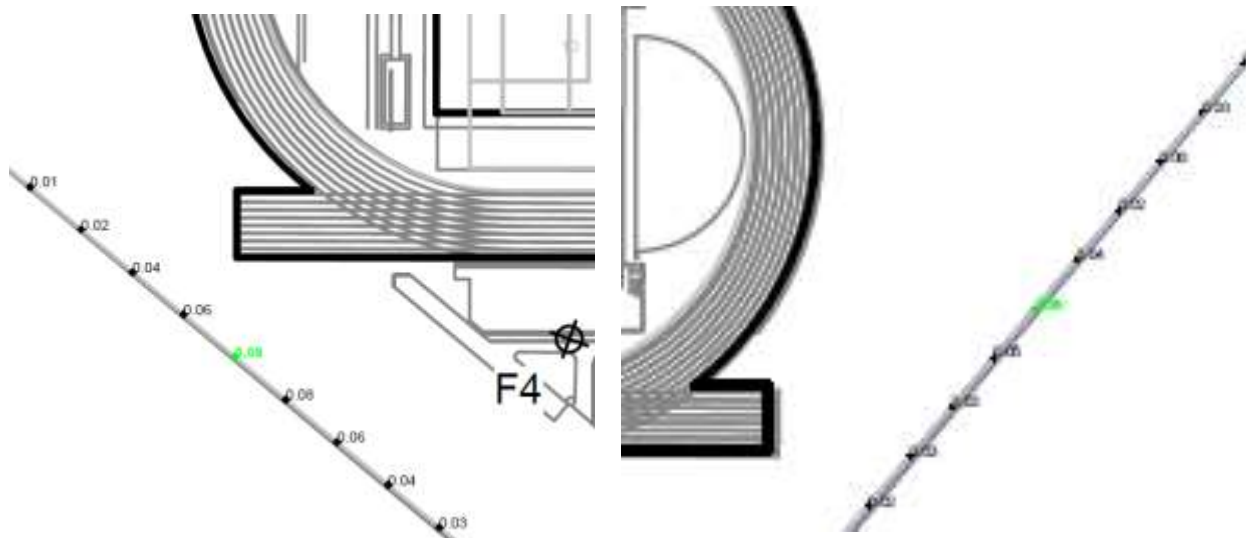


Figure 18: Close-up of the photometrics at the west property line, where the green is 0.08 on the left and the south property line, where the green is 0.06

The Commission should discuss the specifics of photometric and the frequency of the use of the field at night with the Applicant to gain a comfort level with the information. However, given the location and that the field was placed as far from any residences as possible at the southwest corner of the campus, with the closest residential lot approximately 885 feet to the north of the field, Staff does not foresee a major concern with the lighting of the field. Staff has included the condition that the use and lighting of the field will be in compliance with the schedule provided. However, we have included that an additional hour until 10 PM, as the lights may be utilized for those leaving the games, field clean-up, etc.

Commission should review all information presented and determine if further adjustments should be required.

TRAIL AND BRIDGE

The Trail and Bridge are within the buffer area, near the property line between the University and Rossman School. Section 405.300(E)(3)(d) states that the buffer area resulting from these setback requirements shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission. No buildings or parking lots and no streets shall be built within the resulting buffer yard except those crossing the buffer to provide access to the site. Generally, elsewhere in the Code, the buffer areas states that there shall be no impermeable surfaces. This specific phrase is not included within the HE-District. Further, site coverage for non-residential properties, excludes pedestrian pathways and plaza areas, per Section 405.120 Definition of Terms

Given the location and overall site conditions of the area, and adjacent setting of the Rossman School property, where the area is largely forested, and the intended use for recreation/exercise, the new asphalt trails only add approximately 510 square feet of impermeable surface in this area. Staff does not have a major concern with these improvements. However, the Commission should discuss if they feel that additional buffering is needed, and the use of lighting in this area, or if another alternative to asphalt that does not include impermeable surfaces in this area, should be explored.



Figure 19: Image from the City's GIS of the area of the trail, in relation to the area of the adjoining property.

Trial and Bridge Lighting

The proposed lighting provides for a degree of safety for the use of the trial during the evening hours. The new light fixtures area downcast, LED with a maximum of 12 feet and in compliance with the Section 405.680 Lighting, with only a minimal spillage of 0.1 at the property line with Rossman School

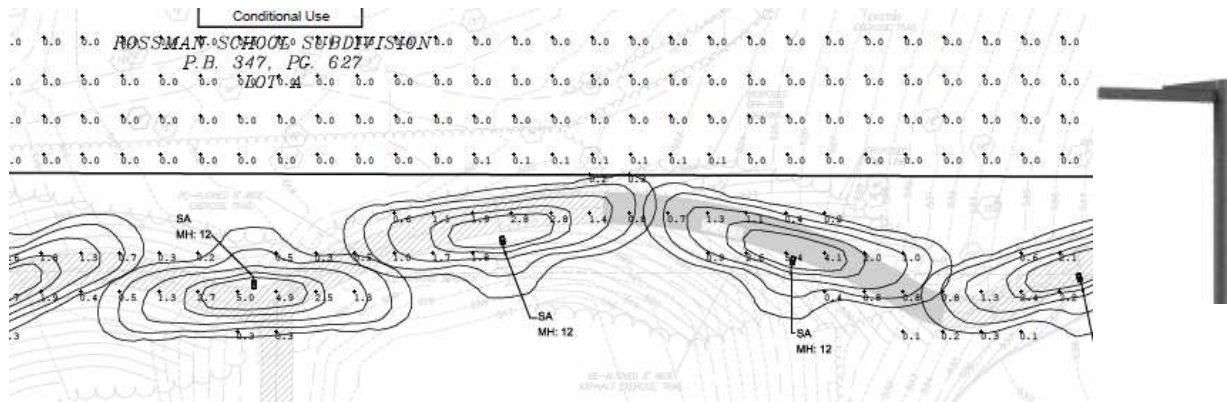


Figure 20: Close-up of the Photometric and the Low Height LED Light Fixture provided along the trail

Trial and Bridge Landscaping

Additional landscaping will also be provided that is appropriate for the stream buffer mitigation, as well as replacement on a 2:1 basis of the trees impacted by the grading, as well as the removal of invasive plants within this the existing basin.

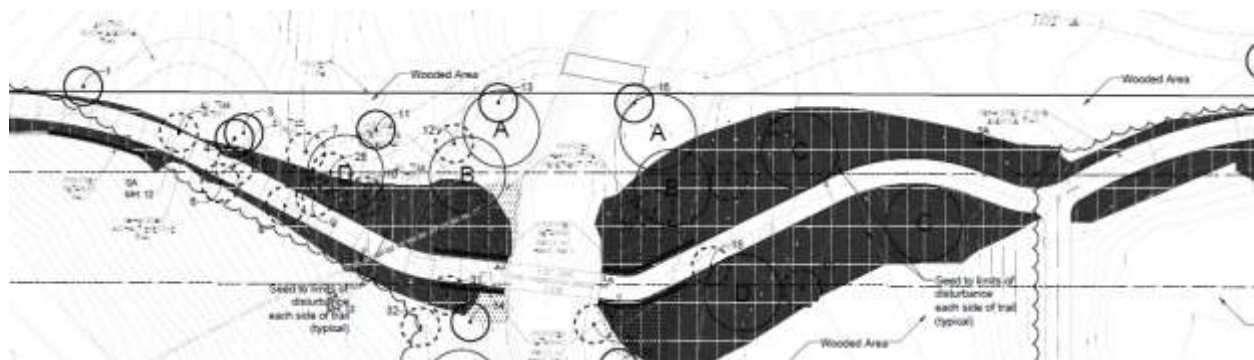


Figure 21: A Close-up of the landscape plan for the Trail and Bridge

Staff has included a condition of approval that any offsite grading, removal of bridge, and plantings will require authorization from Rossman School, prior to the City issuing a permit for such work.

CONCLUSION

The proposed site concept plan and the site development plan for new parking facilities appear to meet the goals of the Comprehensive Plan and the Design Guidelines, and satisfy the regulations contained in the Zoning Code, with the exception of the conditions addressed above and included in the list of conditions below:

1. The Applicant is required to submit Grading Plans, showing all exterior improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Grading Plans shall be in substantial conformance with the "Site Development Plans" and "Landscape Plans" received November 14, 2018, for both the Stadium Expansion Phase II and the Trail and Bridge, as bound together and submitted in conjunction with Application #18-044 by Stock and Associates.
2. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the "Exterior Elevations" submitted with the Site Development Plans for the Stadium Expansion Phase II, received November 14, 2018, as bound together and submitted in conjunction with Application #18-044 by Stock and Associates.

3. The University shall remove the temporary modular office structures by end of 2020. Additional extensions will require approval by the Planning Commission of a new Site Development Plan or with the new Fine Arts/Chapel Addition proposed in the Site Concept Plan.
4. All other lighting, including for the exercise trail, shall be in conformance with Section 405.680, Lighting, of the Zoning Code and Section 405.810(A)(4) Lighting of the Off-Street Parking and Loading Regulations.
5. The Applicant shall seek all appropriate approvals for permits regarding any work within the Stream Buffer and Flood Plain from the Army Corps of Engineers, and the City's Department of Public Works.
6. The Applicant shall submit a copy of the agreement with Rossman School for any work on their property, prior to the issuance of the grading permit.
7. The Zoning Administrator may have the authority to authorize the site development plan and building permit for the 1,080 square foot restrooms/concessions and bleachers for the existing softball and baseball fields without the need for by the Planning and Zoning Commission provided that they meet with City's Design Guidelines regarding design and use of brick and stone to match other buildings in the area.
8. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

The conditional use permit for the Athletic Field Lighting shall comply with the following conditions:

9. Athletic Field Lighting Requirements – Athletic field lighting around the football/soccer field in the southwest portion of the campus shall be in substantial compliance with the Lighting System and photometric plan submitted in conjunction with Application #18-044 by Musco Lighting, subject to the following:
 - i. No more than two, one hundred (100') high lighting standards and two, ninety foot (90') high lighting standards as presented with Application #18-0044 may be installed.
 - ii. The field lighting may be used only for games and practices as designated on the attached schedule (**Exhibit A: Table of the Field Lighting Needs**)
 - iii. The field lighting may not be used after 10 p.m. The Zoning Administrator may approve an adjustment to the scheduled for special events, or should the teams make a playoff, based upon the written request by the University prior to the specific need.
10. Any future enlargement, extension, expansion or alteration in the use of the structures must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
11. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
12. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
13. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan

for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

ACTION

If the members of the Planning Commission are satisfied that the proposal meets goals and objectives of the Comprehensive Plan and the applicable requirements of the Zoning Ordinance, it may approve the Site Concept Plan & Site Development Plan for the Stadium Expansion, and the trail pathway and bridge, a second motion is needed for the recommendation of the conditional use permit for the Athletic Field Lighting.

MOTIONS

The proposal will require two different motions for approval; one for the site concept plan, the site development plans for the stadium building expansion, and trail and bridge, and one for the recommendation on the conditional use permit for the athletic field lighting. Below are example motions, in the appropriate order:

“I move to approve the site concept plan and site development plans for the Stadium Field Expansion, and the trail and bridge development and lighting for Missouri Baptist University as discussed with application #18044, subject to the conditions listed in the Staff Report for the meeting of November 19, 2018” (Conditions may be added, eliminated, altered, and modified by preceding motion).

And,

“I move to recommend approval of the Stadium Field Lighting for Missouri Baptist University as discussed with application #18044, subject to the conditions listed in the draft ordinance for the meeting of November 19, 2018” (Conditions may be added, eliminated, altered, and modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

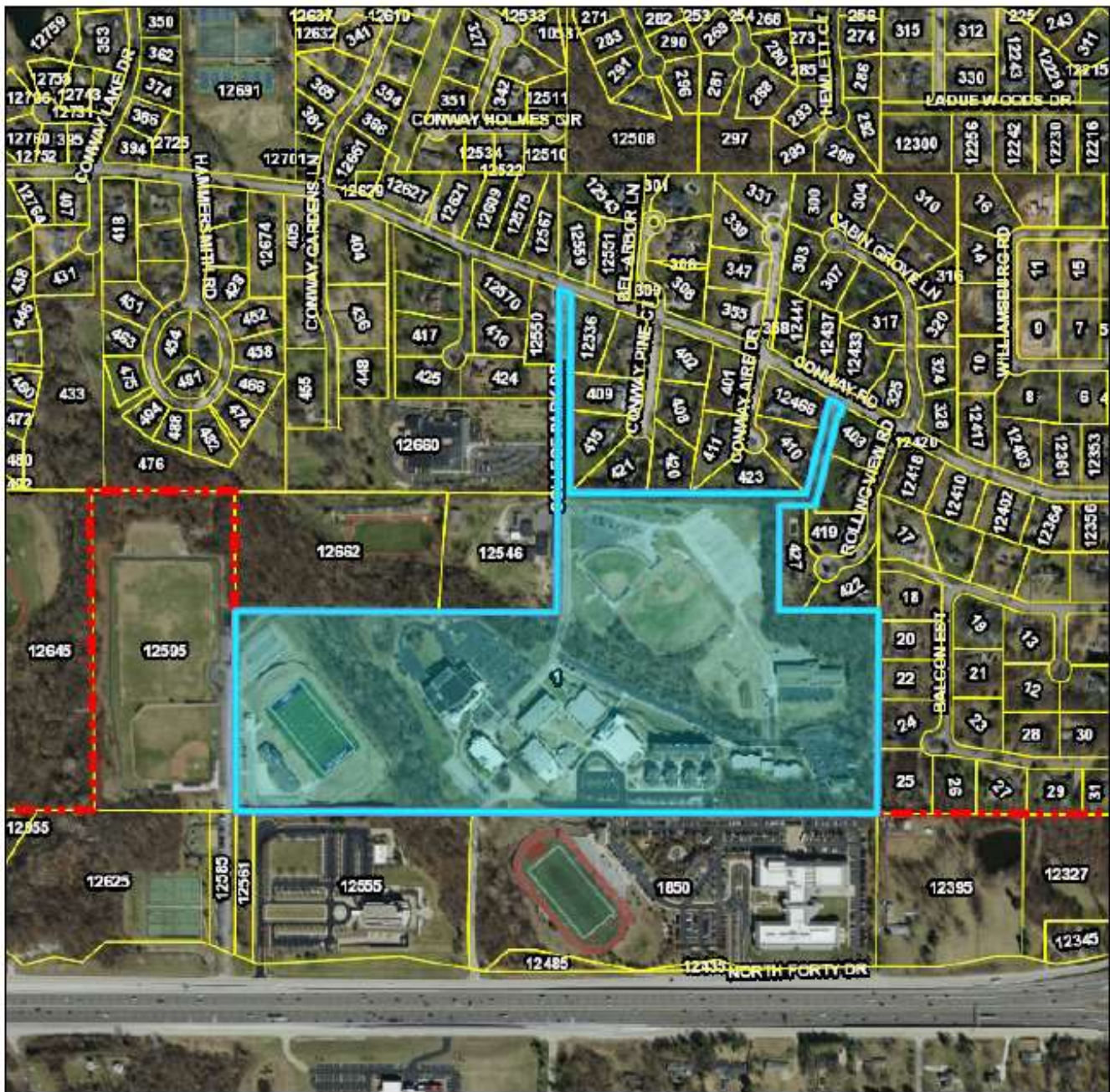
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO

Missouri Baptist University



City Limits

Parcels

November 5, 2018



Prepared By

HORNER+SHIFFRIN

APPENDIX 4: SITE PHOTOGRAPHS



Description: View of the existing Missouri Baptist University Spartans Center and Football Field, looking west, taken on June 28, 2016 with the prior seating request.



Description: View of the temporary modular buildings, from the previous Staff Reports, taken on April 29, 2016

ALL OF ADJUSTED LOT 2 OF MISSOURI BAPTIST UNIVERSITY/ROSSMAN SCHOOL SUBDIVISION BOUNDARY
ADJUSTMENT PLAT RECORDED IN PLAT BOOK 366 AT PAGE 96-97 CITY OF CREVE COEUR
AND CITY OF TOWN AND COUNTRY, ST. LOUIS COUNTY, MISSOURI

STOCK & ASSOCIATES
Consulting Engineers, Inc.

MISSOURI BAPTIST UNIVERSITY

ONE COLLEGE PARK DRIVE
CREVE COEUR, MISSOURI

Attachment: SITE DEVELOPMENT CONCEPT PLAN 2018-11-14 (#18-044: MRI | Stadium CLIP and SDP)

GEORGE M. STOCK E-2511
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

[illegible]

SHEET TITLE:

EXISTING
CAMPUS
PLAN

NO.: SCP1

Packet Pg. 38

A TRACT OF LAND BEING ALL OF ADJUSTED LOT 2 OF THE "MISSOURI BAPTIST UNIVERSITY BOUNDARY ADJUSTMENT PLAT," ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 298, PAGE 35, AND PART OF LOT "B" OF "ROSSMAN SCHOOL SUBDIVISION," A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 347, PAGE 627AND PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CREVE COEUR AND CITY OF TOWN AND COUNTRY, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

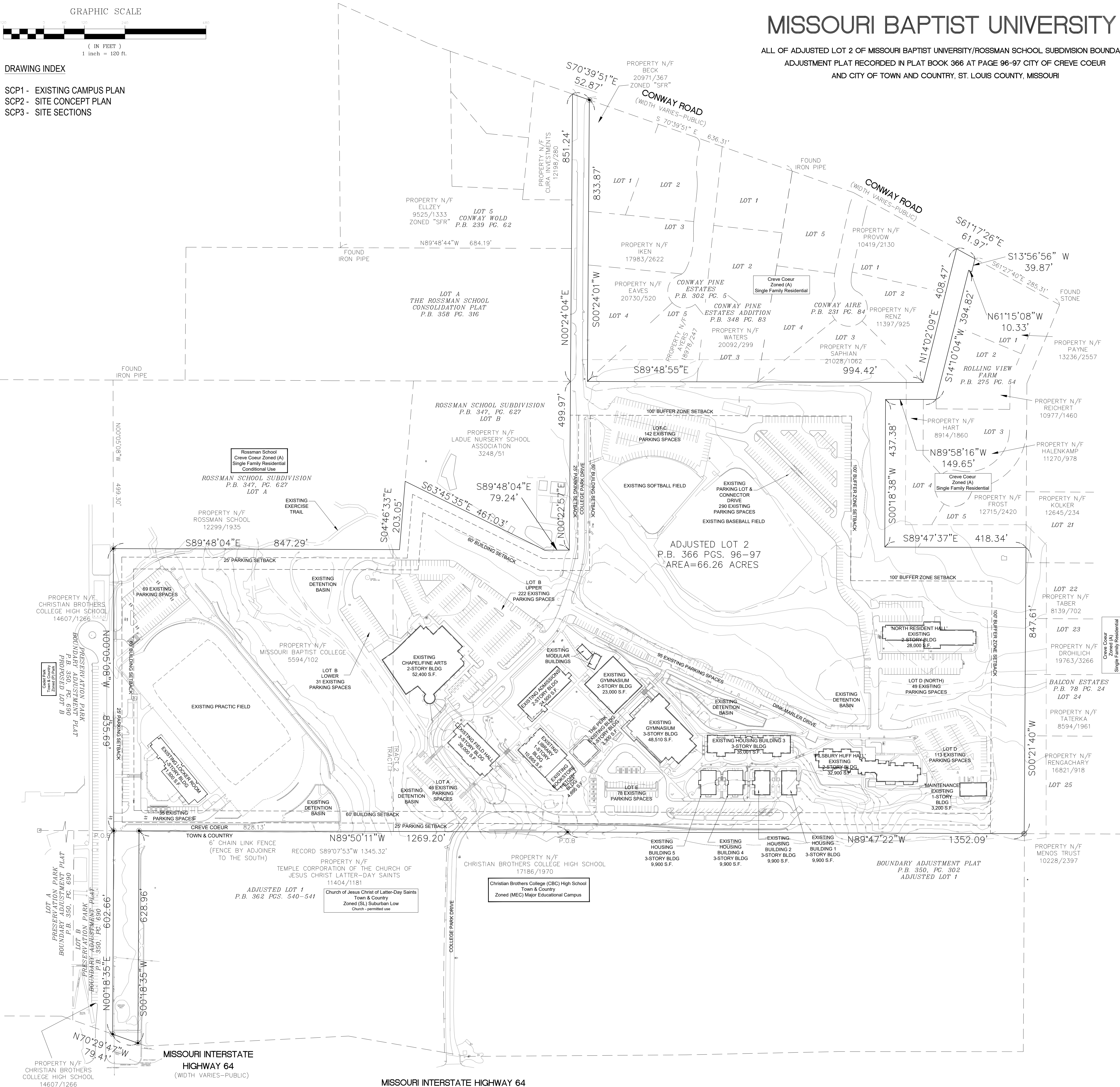
[illegible]

DRAWING INDEX

SCP1 - EXISTING CAMPUS PLAN
SCP2 - SITE CONCEPT PLAN
SCP3 - SITE SECTIONS

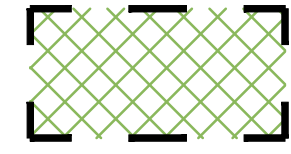
PREPARED FOR:
MISSOURI BAPTIST UNIVERSITY
CONTACT:
KEN REVENAUGH –
SR. VICE PRESIDENT, BUSINESS AFFAIRS
PHONE: 314–392–2356
EMAIL: revenaug@mobap.edu

MISSOURI INTERSTATE
HIGHWAY 64
(WIDTH VARIES—PUBLIC)

MISSOURI INTERSTATE HIGHWAY 64
(WIDTH VARIES-PUBLIC)

SITE INFORMATION:

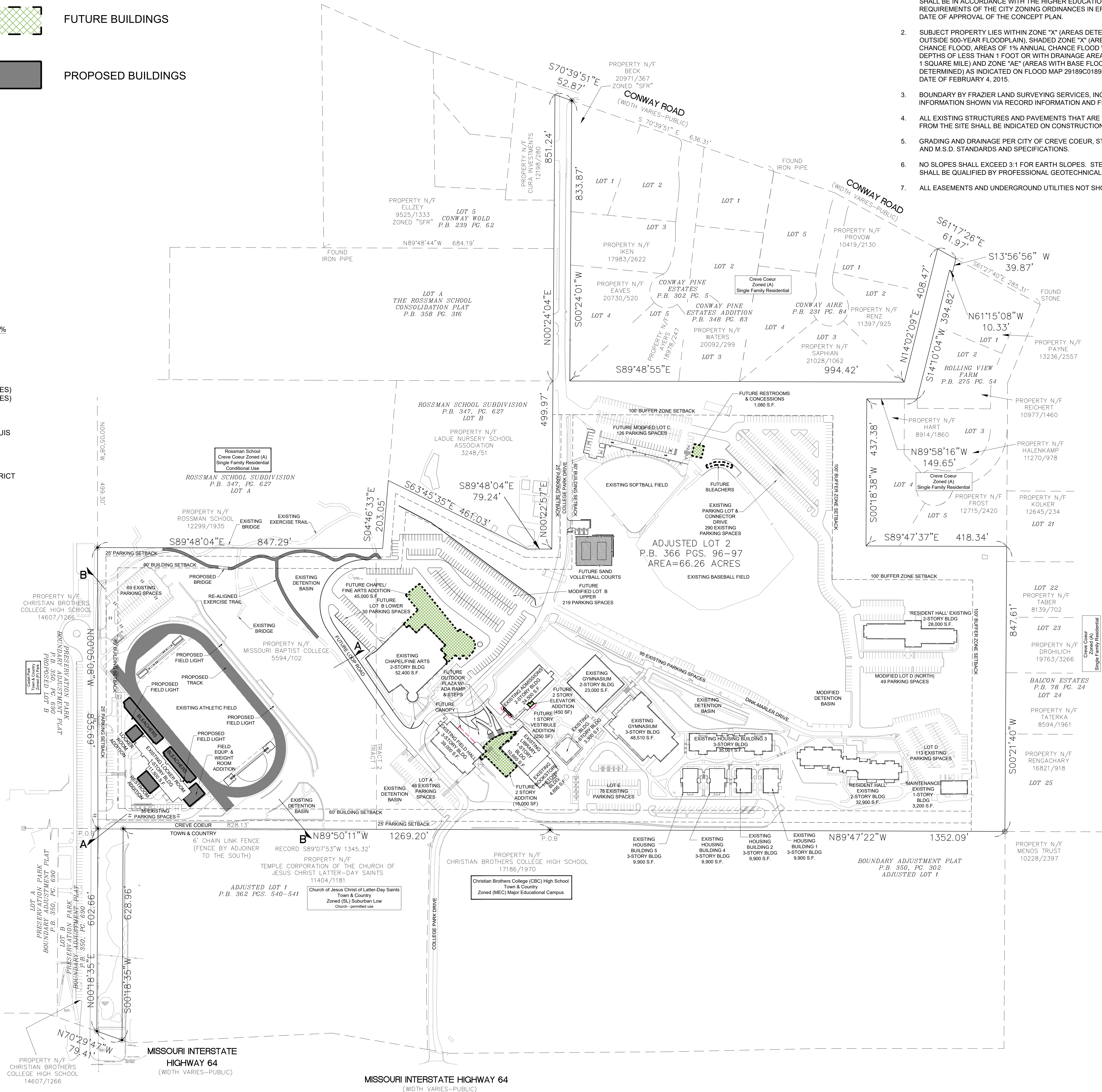
1. BUILDING CALCULATIONS:		
EX. MAINTENANCE BLDG.	=	3,200 S.F.
EX. PHILLSBURY HUFF HALL	=	32,900 S.F.
NORTH RESIDENCE HALL	=	28,000 S.F.
EX. HOUSING BLDG. 1	=	9,900 S.F.
EX. HOUSING BLDG. 2	=	9,900 S.F.
EX. HOUSING BLDG. 3	=	35,001 S.F.
EX. HOUSING BLDG. 4	=	9,900 S.F.
EX. HOUSING BLDG. 5	=	9,900 S.F.
EX. GYMNASIUM	=	48,510 S.F.
EX. GYMNASIUM	=	23,000 S.F.
EX. THE PERK	=	3,300 S.F.
EX. BOOKSTORE	=	4,695 S.F.
EX. LIBRARY	=	10,665 S.F.
EX. ADMINISTRATION BLDG.	=	24,500 S.F.
EX. FIELD HALL	=	39,000 S.F.
EX. CHAPEL/FINE ARTS	=	52,400 S.F.
EX. LOCKER ROOM	=	11,500 S.F.
FUTURE 2 STORY ELEVATOR ADD.	=	450 S.F.
FUTURE 1 STORY VESTIBULE	=	250 S.F.
FUTURE 2 STORY LIBRARY ADD.	=	16,000 S.F.
FUTURE CHAPEL/FINE ARTS ADD.	=	45,000 S.F.
FUTURE RSTRM/CONCESSION	=	1,080 S.F.
PROPOSED LOCKER ROOM ADD.	=	1,400 S.F.
PROPOSED RESTROOM ADD.	=	2,200 S.F.
PROPOSED WEIGHT ROOM/STRG.	=	2,200 S.F.
TOTAL	=	424,861 S.F.
2. PROPOSED F.A.R.	=	0.15
ALLOWABLE F.A.R.	=	0.25
3. SITE COVERAGE:		
BUILDING AREA	=	213,777 s.f.
DRIVES/PARKING/LOADING TRACK	=	673,986 s.f.
	=	56,179 s.f.
TOTAL	=	943,942 s.f. / (66.26 Ac. * 43,560 s.f.) = 32.70%
ALLOWABLE COVERAGE	=	50%
4. RESIDENTIAL DENSITY	=	1.35 UNITS/ACRE
ALLOWABLE RESIDENTIAL DENSITY	=	3 UNITS/ACRE
5. EXISTING PARKING	=	1,170 SPACES (INCLUDING 37 ADA SPACES)
PROPOSED PARKING	=	1,153 SPACES (INCLUDING 39 ADA SPACES)
6. PERTINANT DATA:		
SITE ACREAGE	=	66.26 AC.
OWNER	=	MISSOURI BAPTIST COLLEGE OF ST. LOUIS
LOCATOR No.	=	190410160
ZONING	=	"HE" HIGHER EDUCATION DISTRICT
FIRE DISTRICT	=	CREVE COEUR FIRE DISTRICT
SCHOOL DISTRICT	=	PARKWAY SCHOOL DISTRICT
SEWER DISTRICT	=	METROPOLITAN ST. LOUIS SEWER DISTRICT
WATER SERVICE	=	MISSOURI AMERICAN WATER CO
GAS SERVICE	=	LACLEDE GAS CO
ELECTRIC SERVICE	=	AMEREN UE ELECTRIC
PHONE SERVICE	=	AT&T
STREET ADDRESS	=	1 COLLEGE PARK DRIVE
ZIP CODE	=	63141
WUNNENBURG MAP	=	PG. 23, GRID 20X



FUTURE BUILDINGS



PROPOSED BUILDINGS



CONCEPT PLAN NOTES:

- UNLESS OTHERWISE NOTED ON THE CONCEPT PLAN THE DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE HIGHER EDUCATION DISTRICT REQUIREMENTS OF THE CITY ZONING ORDINANCES IN EFFECT AS OF THE DATE OF APPROVAL OF THE CONCEPT PLAN.
- SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN), SHADED ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE) AND ZONE "AE" (AREAS WITH BASE FLOOD ELEVATIONS DETERMINED) AS INDICATED ON FLOOD MAP 29189C0189K, EFFECTIVE DATE OF FEBRUARY 4, 2015.
- BOUNDARY BY FRAZIER LAND SURVEYING SERVICES, INC. TOPOGRAPHIC INFORMATION SHOWN VIA RECORD INFORMATION AND FIELD SURVEY.
- ALL EXISTING STRUCTURES AND PAVEMENTS THAT ARE TO BE REMOVED FROM THE SITE SHALL BE INDICATED ON CONSTRUCTION DOCUMENTS.
- GRADING AND DRAINAGE PER CITY OF CREVE COEUR, ST. LOUIS CO., AND M.S.D. STANDARDS AND SPECIFICATIONS.
- NO SLOPES SHALL EXCEED 3:1 FOR EARTH SLOPES. STEEPER SLOPES SHALL BE QUALIFIED BY PROFESSIONAL GEOTECHNICAL ENGINEER.
- ALL EASEMENTS AND UNDERGROUND UTILITIES NOT SHOWN FOR CLARITY.

PREPARED BY:

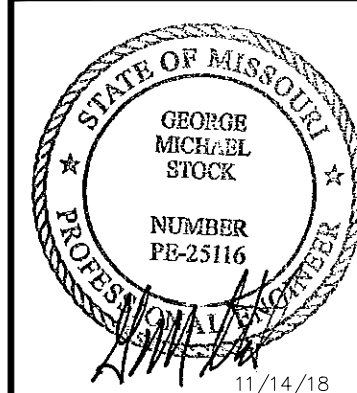
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Charterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9000 FAX: (636) 530-9000
e-mail: general@stockass.com
Web: www.stockass.com

SITE CONCEPT PLAN FOR:

MISSOURI BAPTIST UNIVERSITY

ONE COLLEGE PARK DRIVE
CREVE COEUR, MISSOURI

Attachment: SITE DEVELOPMENT CONCEPT PLAN 2018-11-14 (#18-044: MBU Stadium Cup and SDP)



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000966

REVISIONS:

- REVISED PER CITY COMMENTS 11/14/18

DRAWN BY:	JE.B.	CHECKED BY:	G.M.S.
DATE:	10/19/18	JOB NO.:	218-B-517
M.S.D. #:	-	BASE MAP #:	19-0
S.L.C. HAT #:	-	HAT S.U.P. #:	-
M.D.N.R. #:	-		

SHEET TITLE:

SITE
CONCEPT
PLAN

SHEET NO.:

SCP2

PREPARED BY:

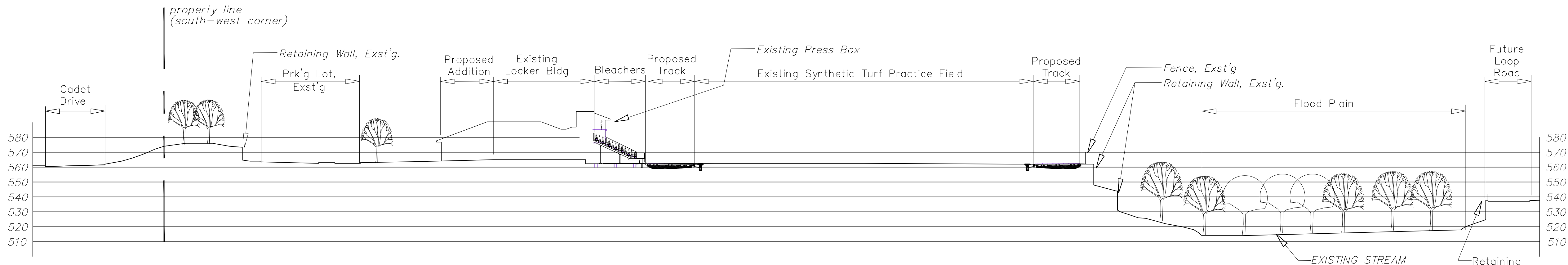
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Charterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9000
FAX: (636) 530-9000
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SITE CONCEPT PLAN FOR:

MISSOURI BAPTIST UNIVERSITY

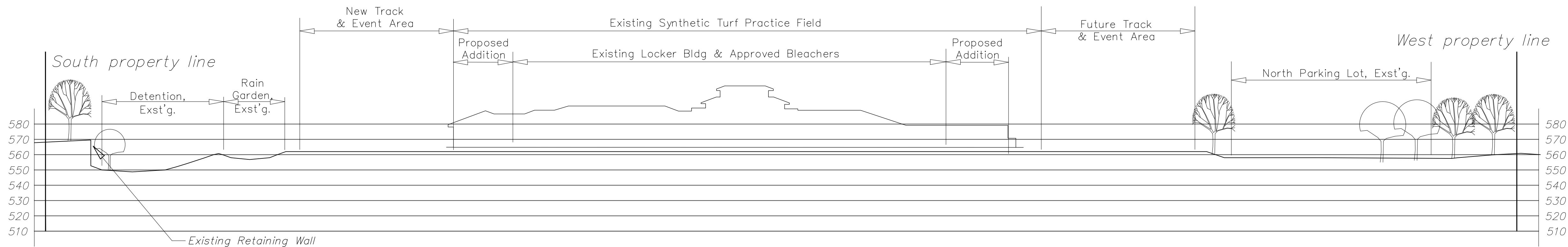
ONE COLLEGE PARK DRIVE
CREVE COEUR, MISSOURI

Attachment: SITE DEVELOPMENT CONCEPT PLAN 2018-11-14 (#18-044: MBU Stadium Cup and SDP)



SECTION A-A

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 40'



SECTION B-B

HORIZONTAL SCALE: 1" = 40'
VERTICAL SCALE: 1" = 40'



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000966

REVISIONS:

1. REVISED PER CITY COMMENTS 11/14/18

DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 10/19/18	JOB NO: 218-B-517
M.S.D. P. # -	RACE SUP. # 19-0
S.L.C. HAT # -	HAT S.U.P. # -
M.D.N.R. # -	

SHEET TITLE:

SITE SECTIONS

SHEET NO:
SCP3

SITE DEVELOPMENT PLAN - STADIUM EXPANSION PHASE I

ALL OF ADJUSTED LOT 2 OF MISSOURI BAPTIST UNIVERSITY/ROSSMAN SCHOOL SUBDIVISION BOUNDAR
ADJUSTMENT PLAT RECORDED IN PLAT BOOK 366 AT PAGE 96-97 CITY OF CREVE COEUR
AND CITY OF TOWN AND COUNTRY, ST. LOUIS COUNTY, MISSOURI

1

STOCK & ASSOCIATES

100

MISSOURI BAPTIST UNIVERSITY

ONE COLLEGE PARK DRIVE
CREVE COEUR, MISSOURI

Attachment: SDP-FOOTBALL | PHASE II 2018-11-14 (#18-044: MB || Stadium CIP and SDP)

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

REVISIONS:	
1.	REVISED PER CITY COMMENT 11/14/18

[illegible]

DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 10/19/2018	JOB NO: 218-6317
M.S.D. P #: P-XXXXX-XX	BASE MAP #: 190
S.L.C. H&T #: N/A	H&T S.U.P. #: N/A
M.D.N.R. #: MO-XXXXXXX	

SHEET TITLE:
CAMPUS SITE PLAN
STADIUM
EXPANSION PHASE I

SD1

Packet Pg. 41

RE-ADJUSTED LOT 2

A TRACT OF LAND BEING ALL OF ADJUSTED LOT 2 OF THE "MISSOURI BAPTIST UNIVERSITY BOUNDARY ADJUSTMENT PLAT," ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 298, PAGE 35, AND PART OF LOT "B" OF "ROSSMAN SCHOOL SUBDIVISION", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 347, PAGE 627/AND PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CREVE COEUR AND CITY OF TOWN AND COUNTRY, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

GRAPHIC SCALE

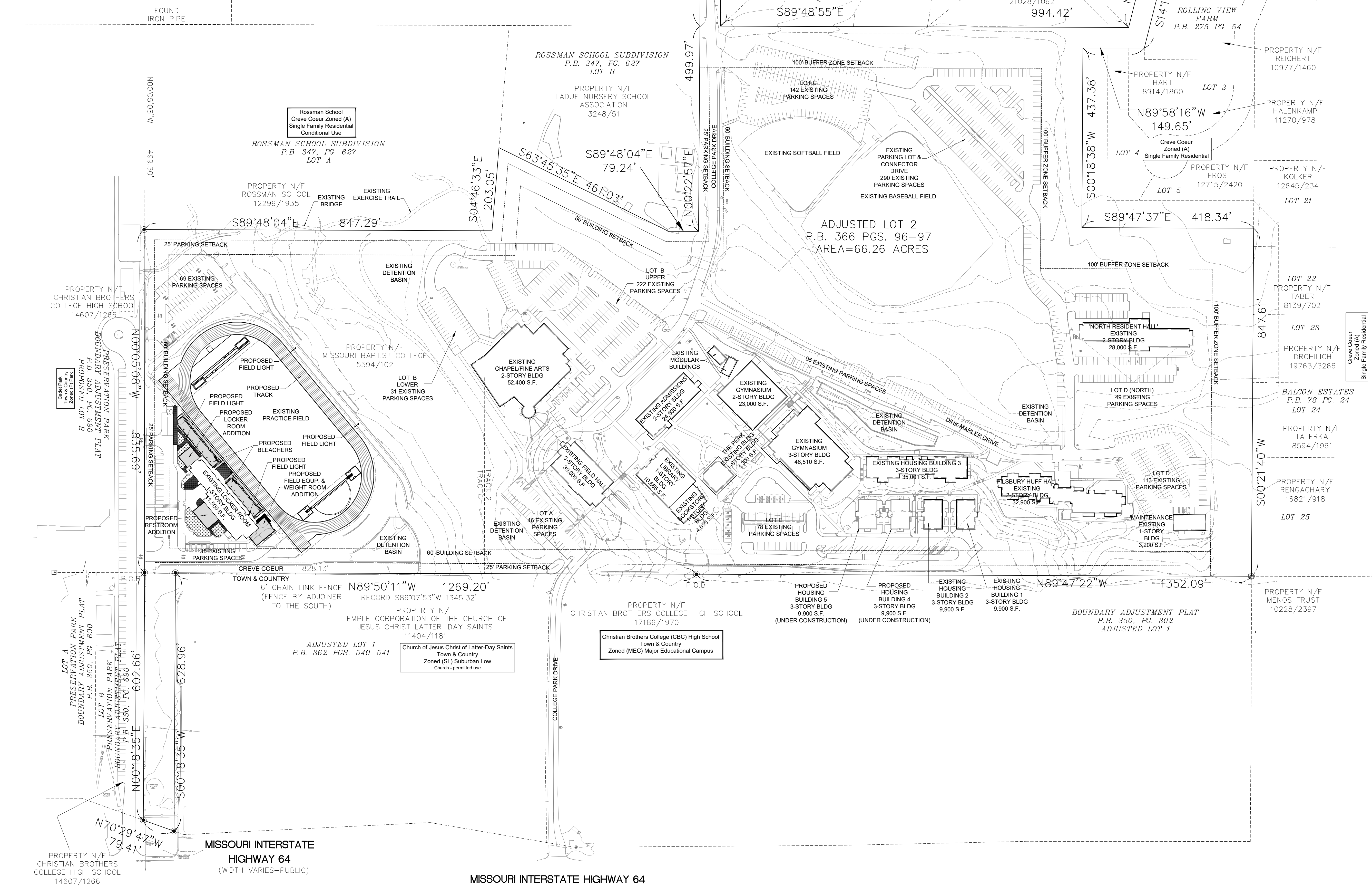


(IN FEET)
1 inch = 120 ft.

DRAWING INDEX

- SD1 - CAMPUS SITE PLAN - STADIUM EXPANSION PHASE II
- SD2 - SITE DEVELOPMENT PLAN - STADIUM EXPANSION PHASE II
- SD3 - ENLARGED PLAN - STADIUM EXPANSION PHASE II
- SD4 - BLEACHER PARKING EXHIBIT - STADIUM EXPANSION PHASE II
- A1.01 - FLOOR PLANS OVERALL
- AS1.10 - ARCHITECTURAL SITE PLAN
- A2.1 - EXTERIOR ELEVATIONS
- A1.32 - VIEW OF BLEACHERS
 - 3D RENDERING OF FIELD AND STADIUM
- L-1 - LANDSCAPE PLAN

LOCATION MAP
(NOT TO SCALE)



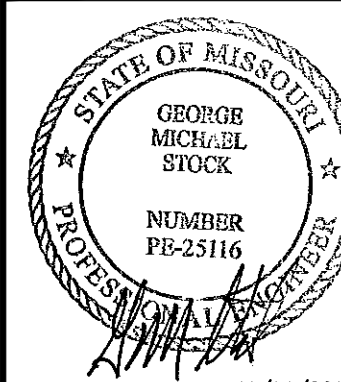
PREPARED FOR:
MISSOURI BAPTIST UNIVERSITY
CONTACT:
KEN REVENAUGH –
SR. VICE PRESIDENT, BUSINESS AFFAIRS
PHONE: 314-392-2356
EMAIL: revenaug@mobap.edu

MISSOURI INTERSTATE
HIGHWAY 64
(WIDTH VARIES—PUBLIC)MISSOURI INTERSTATE HIGHWAY 64
(WIDTH VARIES—PUBLIC)

MISSOURI BAPTIST UNIVERSITY

ONE COLLEGE PARK DRIVE
CREVE COEUR, MISSOURI

Attachment: SDP-FOOTBALL PHASE II 2018-11-14 (#18-044: MBU Stadium CUP and SDP)



11/14/201

GEORGE M. STOCK E-2511
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS

1.	REVISED PER CITY COMMENT
----	--------------------------

11/14/18

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

DRAWN BY:	CHECKED BY:
-----------	-------------

J.E.B.	G.M.S.
DATE	DATE

DATE:	JOB NO:
10/19/2018	218-6317

M.S.D. P #	BASE MAP #
101	100

P-XXXXXX-XX	190
SLC H&T #	H&T SUB #

SEC. 1041 P.	1041 S.O.P. P.
N/A	N/A

M.D.N.R. #:	
M.O. XXXXXXXX	

NO=XXXXXXXX	
SHEET TITLE:	

SITE DEVELOPMENT

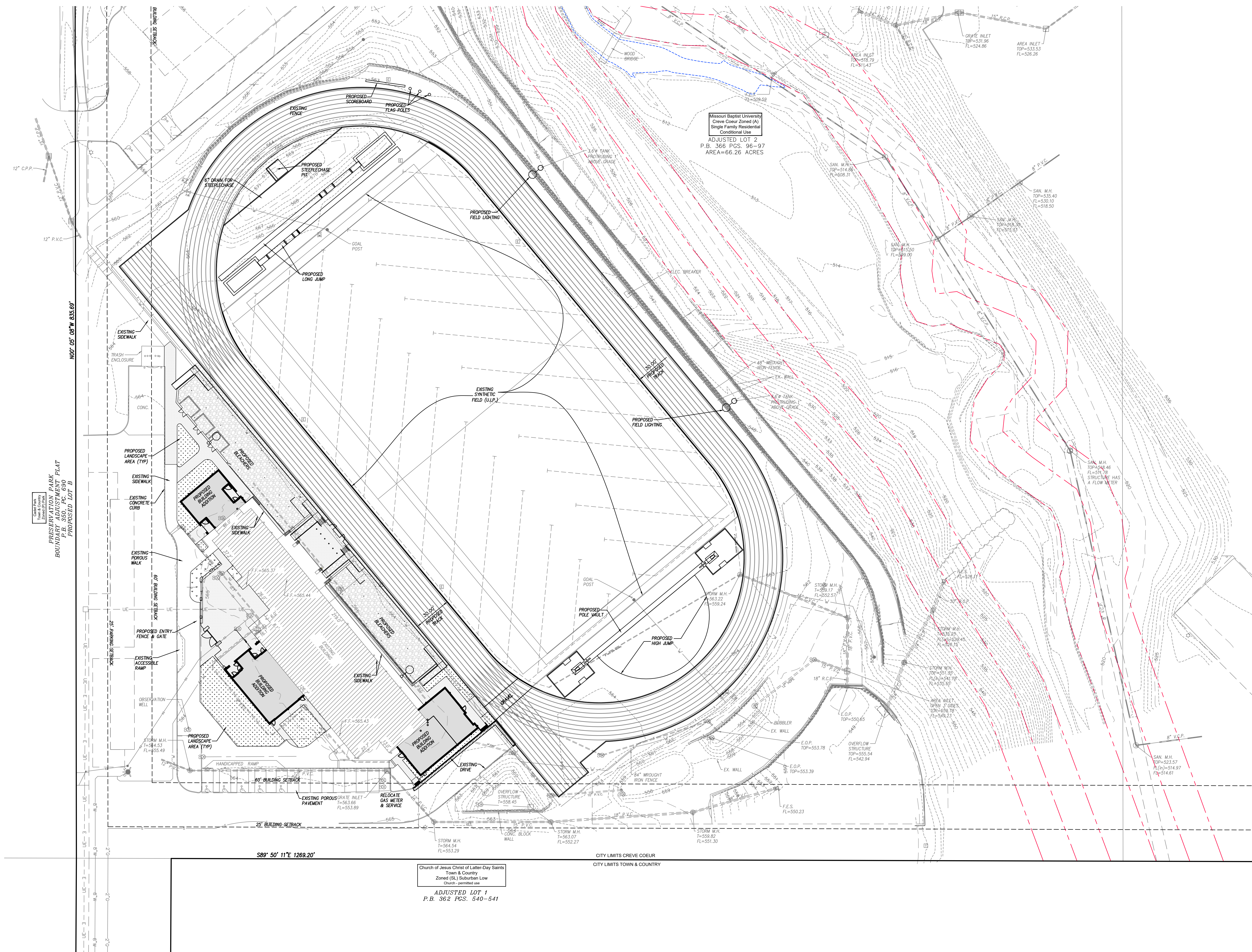
SITE DEVELOPMENT PLAN - STADIUM

EXPANSION PHASE

SHEET NO.: CD2

SD2

Basket



PREPARED BY:

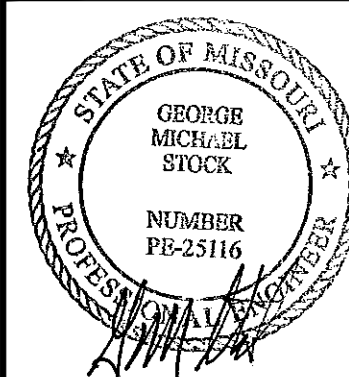
STOCK & ASSOCIATES
Consulting Engineers, Inc.

SITE DEVELOPMENT PLAN FOR:

MISSOURI BAPTIST UNIVERSITY

ONE COLLEGE PARK DRIVE
CREVE COEUR, MISSOURI

Attachment: SDP-FOOTBALL PHASE II, 2018-11-14 (#18-044: MBU Stadium CUP and SDP)



11/14/2018
GEORGE M. STOCK
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

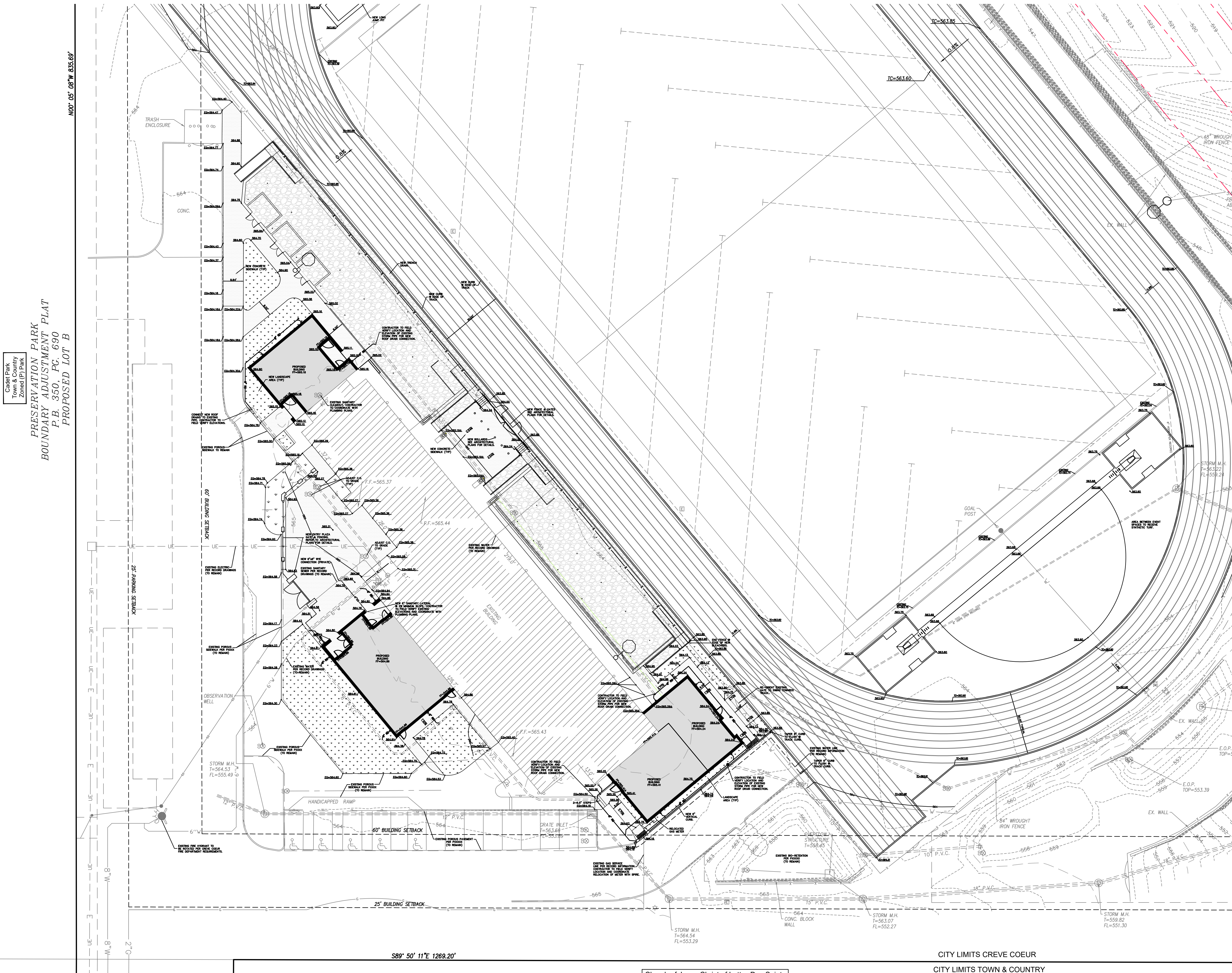
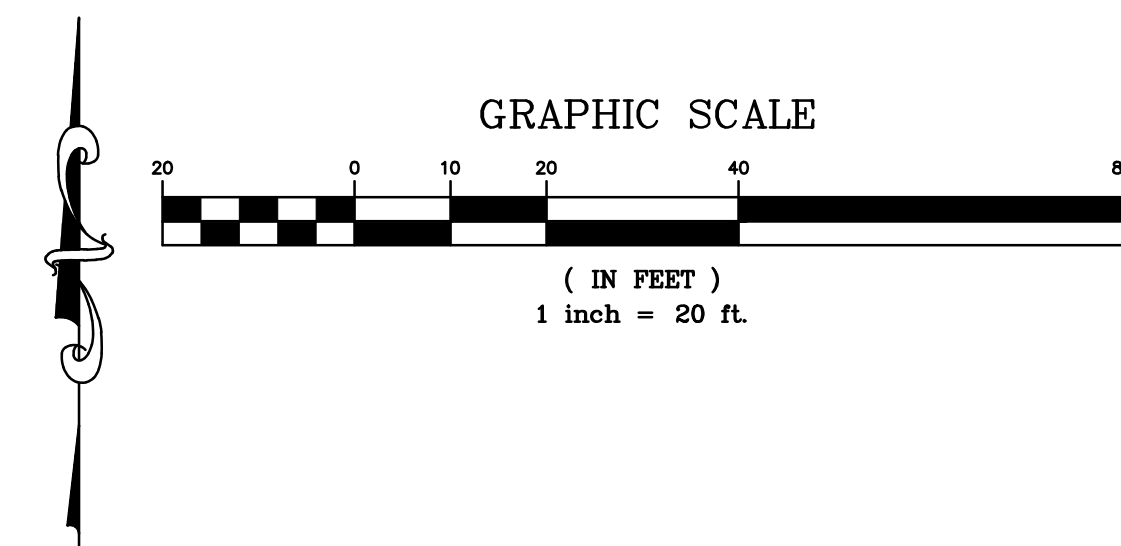
REVISIONS:

1. REVISED PER CITY COMMENTS 11/14/18

DRAWN BY:	C.M.S.	CHECKED BY:	C.M.S.
DATE:	10/19/2018	JOB NO:	218-6317
K.S.D. P. #		BASE MAP:	150
P-XXXX-XX		S.L.C. RAT. #	N/A
N/A		RAT. SUP. #	N/A
M.D.N.R. #		MO-XXXXXX	

SHEET TITLE:
ENLARGED PLAN -
STADIUM EXPANSION
PHASE II

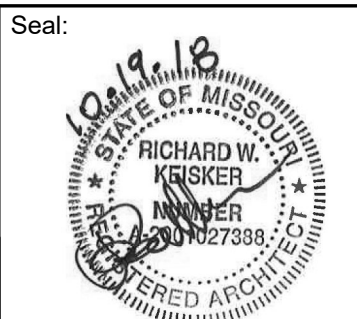
SHEET NO.:
SD3



Church of Jesus Christ of Latter-Day Saints
Town & Country
Zoned (SL) Suburban Low
Church - permitted use
ADJUSTED LOT 1
P.B. 362 PGS. 540-541

CREVE COEUR
Town & Country
Zoned (P) Park
PRESERVATION PARK
BOUNDARY ADJUSTMENT PLAT
P.B. 350, P.C. 690
PROPOSED LOT B





RICHARD W. KEISKER
MO Architectural Registration No. 200102738

Original Issue Date:
OCT. 19, 2018

Revisions:

[illegible]

ITTNER

Wm. B. Ittner, Inc
611 North Tenth Street
Suite 200
St. Louis, MO 63101
Phone: (314) 421-3542
www.ittnerarchitects.com
Missouri Architectural Corporation
Certificate of Authority No. 000004

Consultants:
Structural Engineer
KPFF Consulting Engineers
1630 Des Peres Road, Suite
100
Saint Louis, Missouri 63131
Phone: (314) 835-0524
MO Certificate of Authority
No: 2001010829

MISSOURI BAPTIST UNIVERSITY
STADIUM EXPANSION PHASE II
12575 NORTH OUTER FORTY DRIVE
ST. LOUIS, MISSOURI 63141

Copyright

WBI Project No.	201201.10
-----------------	-----------

Drawing Title:

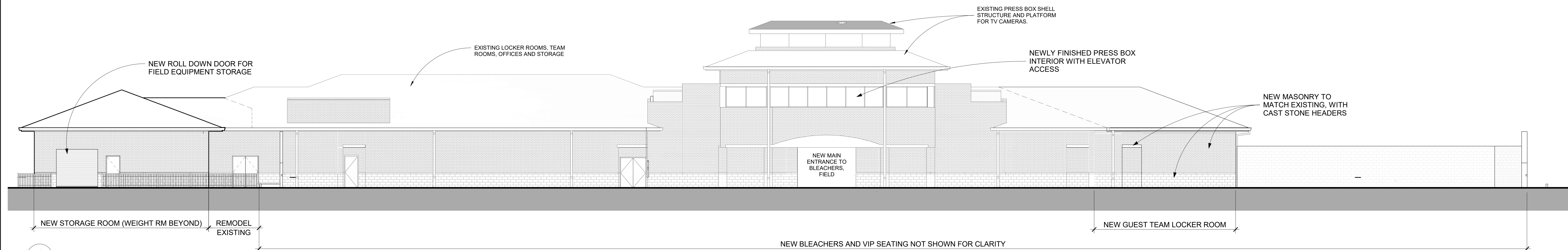
EXTERIOR
ELEVATIONS

Drawing No.

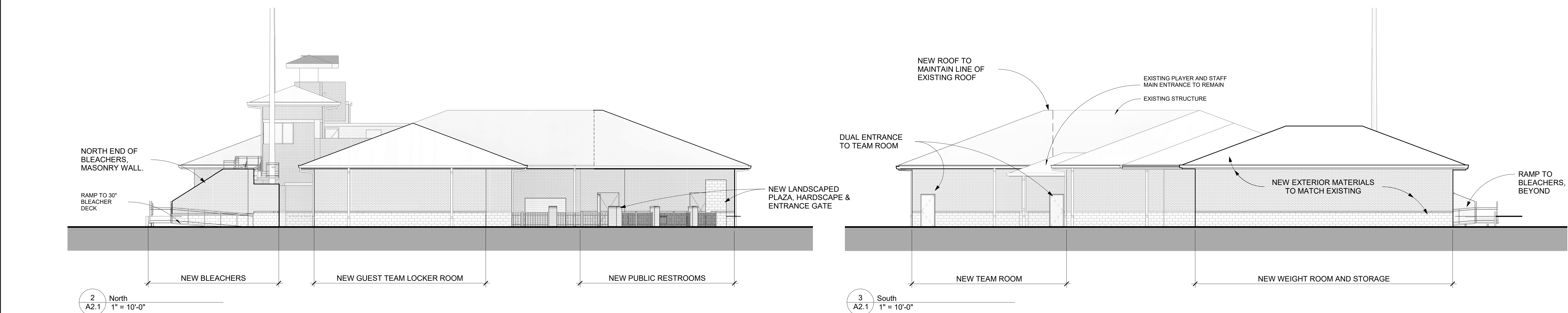
A2.1

MBU STADIUM
EXPANSION PHASE

Packet Pg. 47

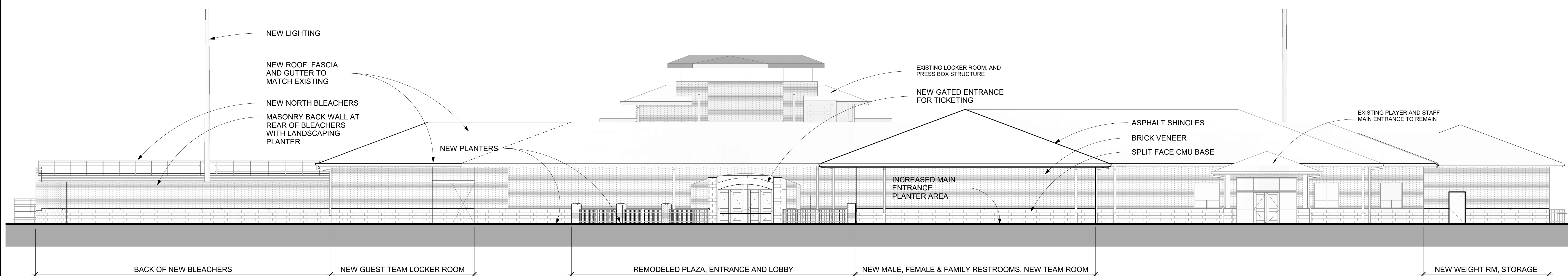


1 East - Bleachers Hidden
A2.1 1" = 10'-0"

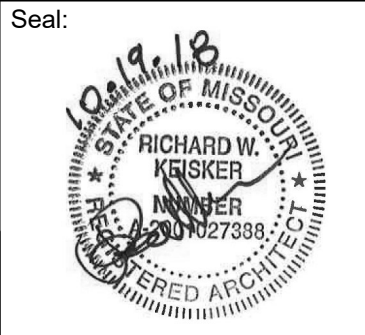


2 North
A2.1 1" = 10'-0"

3 South
A2.1 1" = 10'-0"



4 West
A2.1 1" = 10'-0"



RICHARD W. KEISKER
MO Architectural Registration No. 2001027388

Original Issue Date:
OCT. 19, 2018

Revisions:		
#	Description	Date

ITTNER

Wm. B. Ittner, Inc.
611 North Tenth Street
Suite 200
St. Louis, MO 63101
Phone: (314) 421-3542
www.ittnerarchitects.com
Member: Architectural Corporation
Certificate of Authority No. 000004

Consultants:
Structural Engineer:
KPFF Consulting Engineers
1630 Des Peres Road, Suite
100
Saint Louis, Missouri 63131
Phone: (314) 835-0524
MO Certificate of Authority
No. 2001010829

MISSOURI BAPTIST UNIVERSITY
STADIUM EXPANSION PHASE II
12575 NORTH OUTER FORTY DRIVE
ST. LOUIS, MISSOURI 63141

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WBI Project No.
201201.10

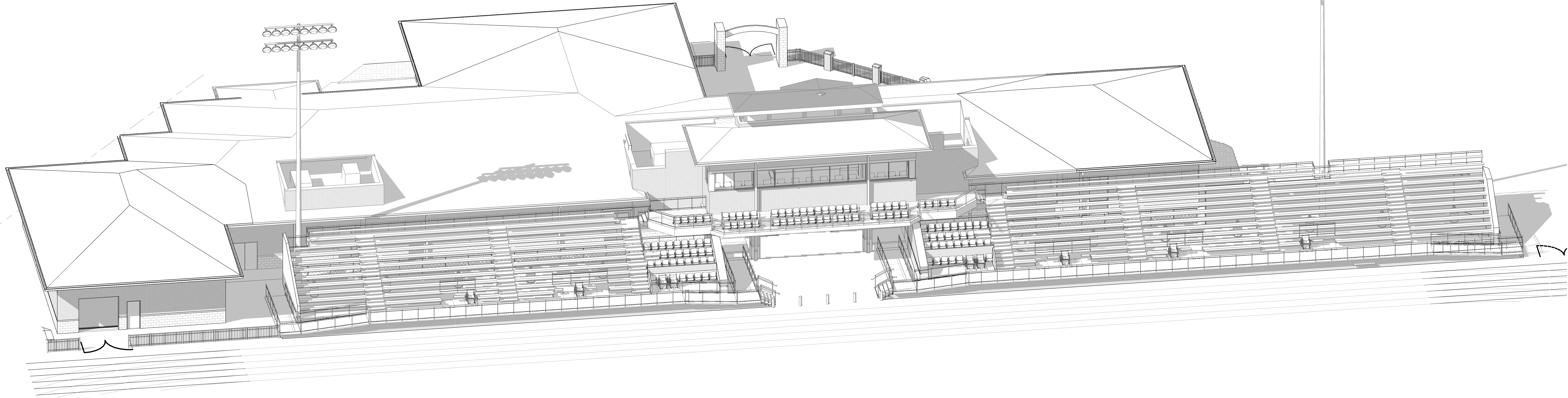
Drawing Title:
VIEWS OF
BLEACHERS

Drawing No.

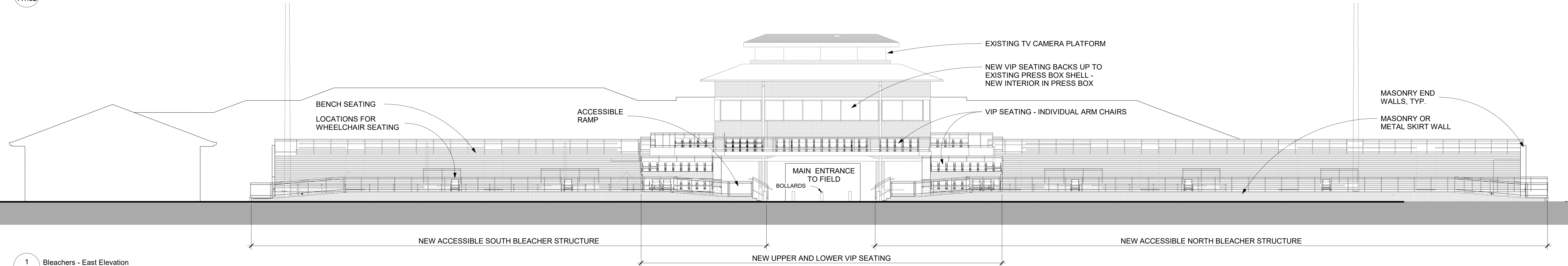
A1.32
MBU STADIUM
EXPANSION PHASE II

PLANNING & ZONING DRAWINGS

Attachment: SDP-FOOTBALL PHASE II 2018-11-14 (#18-044: MBU Stadium CJP and SDP)



2
A1.32 AERIAL VIEW FROM SOUTH EAST



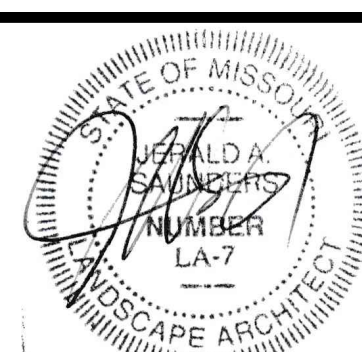
1
A1.32 Bleachers - East Elevation
1" = 10'-0"



PERSPECTIVE VIEW FROM NORTHEAST

© Wm. B. Ittner, Inc.





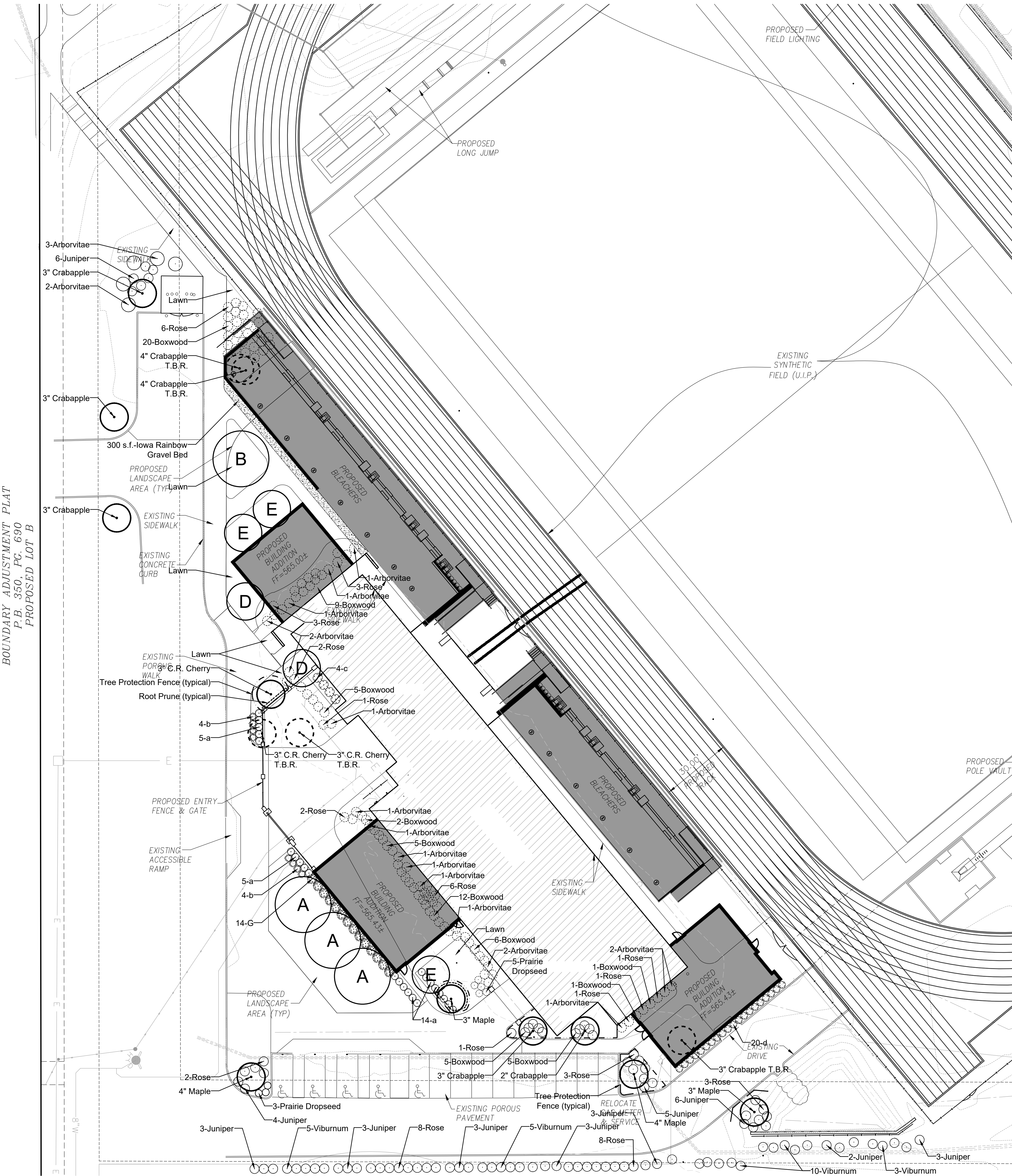
Jerald Saunders / JSA Architect
MO License # L-100116

Consultants:

SITE DEVELOPMENT PLAN -
STADIUM EXPANSION PHASE II FOR
MISSOURI BAPTIST UNIVERSITY

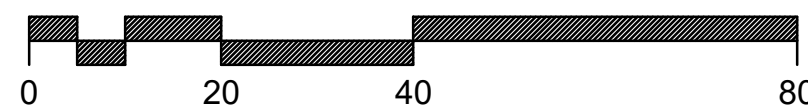
Creve Coeur, Missouri

Attachment: SDP-FOOTBALL PHASE II, 2018-11-14 (#18-044: MBU Stadium CUP and SDP)



BOUNDARY ADJUSTMENT PLAT
P.B. 350, P.C. 690
PROPOSED LOT B

Landscape Plan
SCALE 1"=20'



PLANTING SCHEDULE					
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
CANOPY-SHADE TREES					
A	3	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	3" cal.	B&B
B	1	Zelkova serrata	Zelkova	3" cal.	B&B
UNDERSTORY-ORNAMENTAL TREES					
D	2	Prunus virginiana 'Shubert'	Canada Red Flowering Cherry	3" cal.	B&B
E	3	Malus 'Prairifire'	Prairifire Crabapple	3" cal.	B&B
EVERGREEN TREES					
G	14	Thuja occidentalis 'Yellow Ribbon'	Yellow Ribbon Arborvitae	4'-6" h.	B&B
SHRUBS-GRASSES-PERENNIALS-ANNUALS-GROUNDCOVER					
a	24	Rosa 'Radrazz' Knockout	Knockout Rose	24"	Container
b	8	Itea virginica 'Sprich' Little Henry	Little Henry Itea	24"	Container
c	4	Juniperus x pfizeriana 'Sea Green'	Sea Green Juniper	24"	Container
d	20	Buxus 'Green Mountain'	Green Mountain Boxwood	24"	Container
Gravel	300 s.f.	Iowa Rainbow	Gravel Bed	2"-3"	3" deep

Notes:

1. All mulch to be double ground bark mulch.
2. Sod as noted with turf-type tall Fescue.
3. Soil mix in all shrub beds at 8" depth.
4. Topsoil in all disturbed lawn areas at 6" depth.
5. Bed edges to be spade cut.
6. Gravel bed to be 2"-3" size Iowa Rainbow stone (or approved equal)

Landscape Summary

Existing Landscape Plantings (To Be Removed):

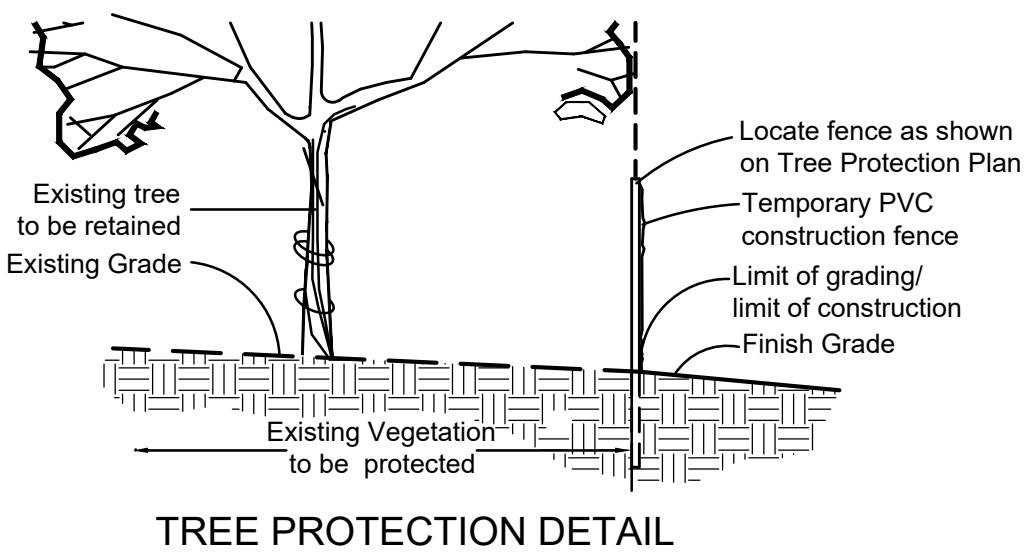
- 2 - Cherry (Understory) Trees
- 3 - Crabapple (Understory) Trees
- 17 - Arborvitae (Evergreen) Trees
- 61 - Boxwood Shrubs
- 24 - Rose Shrubs
- 5 - Prairie Dropseed Grass

Proposed Landscape Plantings:

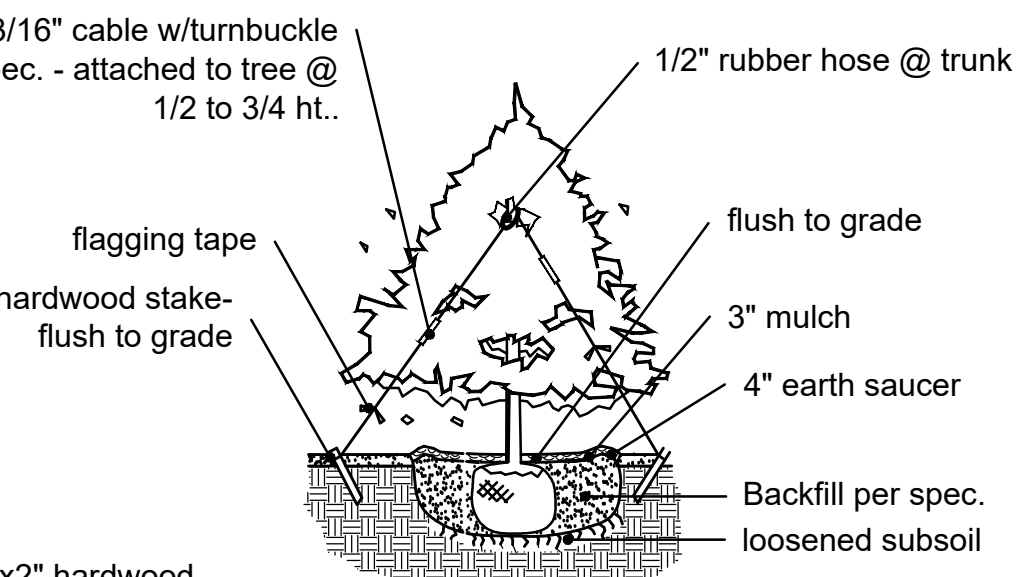
- 4 - Canopy Trees
- 5 - Understory Trees
- 14 - Evergreen Trees
- 56 - Shrubs

LEGEND:

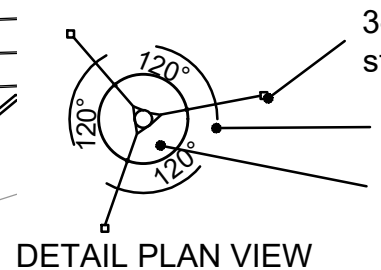
Symbol	Description
	Existing Individual Tree To Be Removed
	Existing Individual Tree To Remain
	Existing Individual Shrub To Be Removed
	Existing Individual Shrub To Remain
	Tree Protection Fence
	Root Pruning



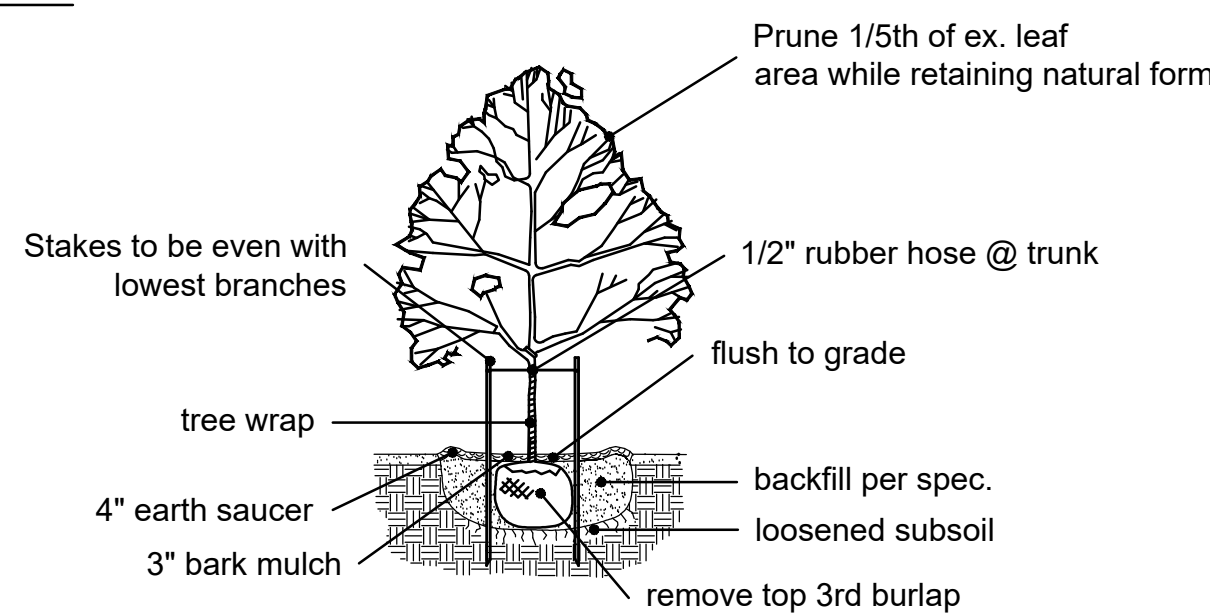
TREE PROTECTION DETAIL



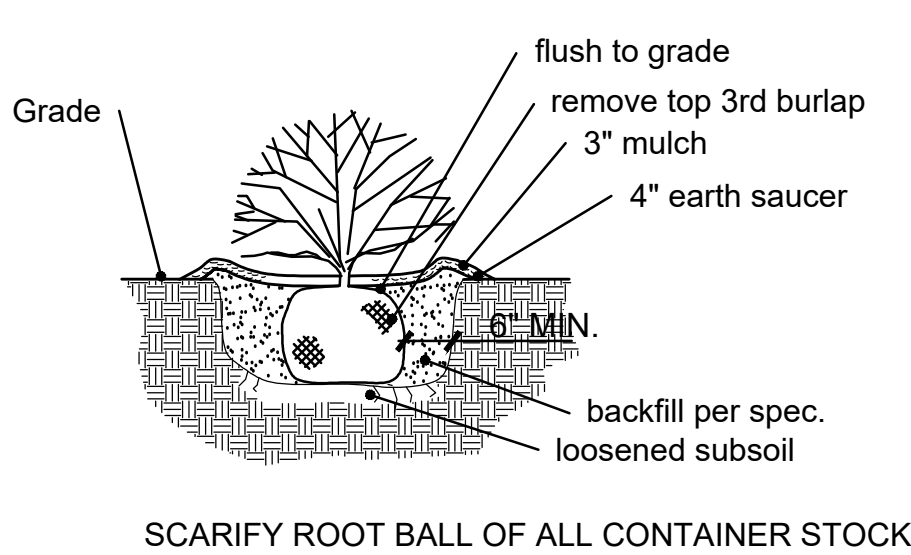
TYPICAL EVERGREEN PLANTING



DETAIL PLAN VIEW

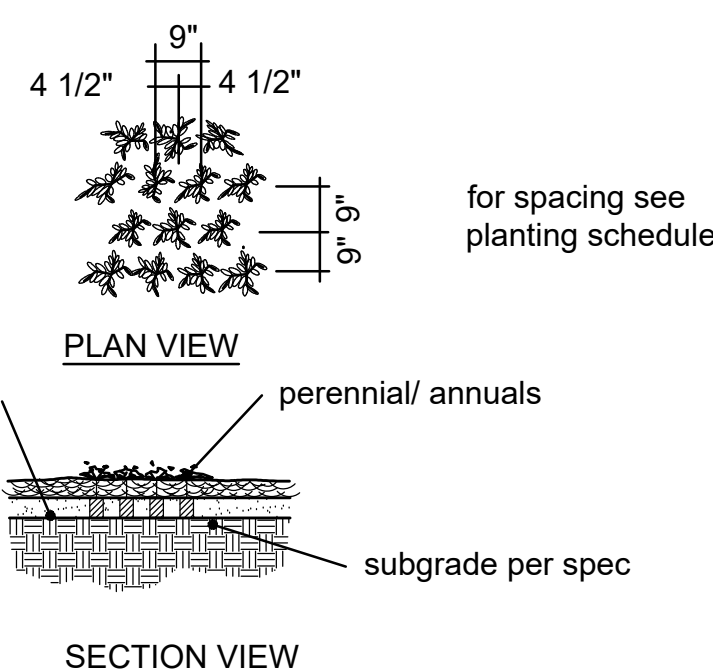


CANOPY TREE PLANTING



SCARIFY ROOT BALL OF ALL CONTAINER STOCK

TYPICAL SHRUB PLANTING



TYPICAL PERENNIAL PLANTING

Revisions:

Date	Description	No.

Drawn: KP

Checked: RS

loomisAssociates

landscape architects/planners
Jerald Saunders, L.A.S. #100116
JSA Architect, L.A.S. #100116
Missouri State Certificate of Authority # LAC #000119

Sheet Title: Landscape Plan

Sheet No: L-1

Date: 10/18/18

Job #: 434.002

Spartan Field Lighting Needs

MONTH	Sundown	W Lacrosse	W Soccer	Football	M Lacrosse	M Soccer	Last Hour of Use	Hours/Day > Sundown	M-Sat # Days Month	# Hours / Month	# Games until 10 pm	Add'l Game Hrs	Total Hrs Lighting
August	7:51	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	1:09	27	31.1	6	6	37.1
September	7:07	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	1:53	25	47.1	8	8	55.1
October	6:23	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	2:37	27	70.7	8	8	78.7
November	4:50	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	4:10	26	108.3	0		108.3
December	4:44										0		0.0
January	5:06										0		0.0
February	5:37	11 am - 1 pm			1-3 pm		3:00				0		0.0
March	7:08	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	1:52	26	48.5	5	5	53.5
April	7:38	11 am - 1 pm	1-3 pm	3-5 pm	5-7 pm	7-9 pm	9:00	1:22	26	27.4	5	5	32.4
May	8:05										0		0.0
June	8:24										0		0.0
July	8:20		1-3 pm	3-5 pm		7-9 pm	9:00	0:40	15	10.0	0		10.0
Total Practice Days and Hours									172	343.0			
Total Additional Game Days and Hours											32	32	
Total Annual Lighting Days and Hours													375.0

Track and Field Teams can practice while other teams are practicing and their meets would be in lieu of other teams' practice times

Attachment: Spartan Field Lighting Hours (#18-044: MBU Stadium CUP and SDP)

Missouri Baptist University Practice Football

Saint Louis,MO

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
F1-F2	100'	15'	2	TLC-BT-575	1.15 kW	A
		100'	12	TLC-LED-1150	13.80 kW	A
F3-F4	90'	15'	2	TLC-BT-575	1.15 kW	A
		90'	14	TLC-LED-1150	16.10 kW	A
		80'	1	TLC-LED-400	0.40 kW	B
4			62		65.20 kW	

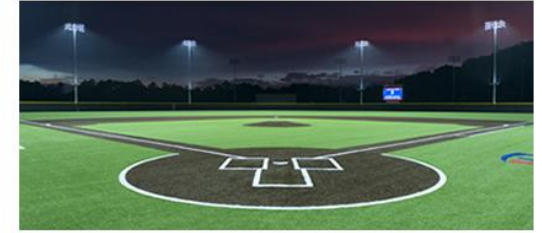
Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Football	64.4 kW	60
B	Bleachers	0.8 kW	2

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1150	LED 5700K - 75 CRI	1150W	121,000	>81,000	>81,000	>81,000	52
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>81,000	>81,000	>81,000	8
TLC-LED-400	LED 5700K - 75 CRI	400W	46,500	>81,000	>81,000	>81,000	2

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Bleachers	Horizontal	2.30	0	5	23.81		B	2
Football	Horizontal Illuminance	52.5	46	63	1.38	1.14	A	60
Property Line South	Horizontal	0.01	0	0.06	0.00		A	60
Property Line South	Max Vertical Illuminance Metric	0.03	0	0.19	0.00		A	60
Property Line	Horizontal	0.02	0	0.08	2684292.00		A	60
Property Line	Max Vertical Illuminance Metric	0.07	0	0.38	17813.11		A	60
Soccer	Horizontal Illuminance	52.6	46	62	1.35	1.14	A	60
Track	Horizontal Illuminance	20.2	2	43	27.05	10.10	A	60

From Hometown to Professional



Attachment: MUSCO Lighting Plan (#18-044: MBU Stadium CUP and SDP)

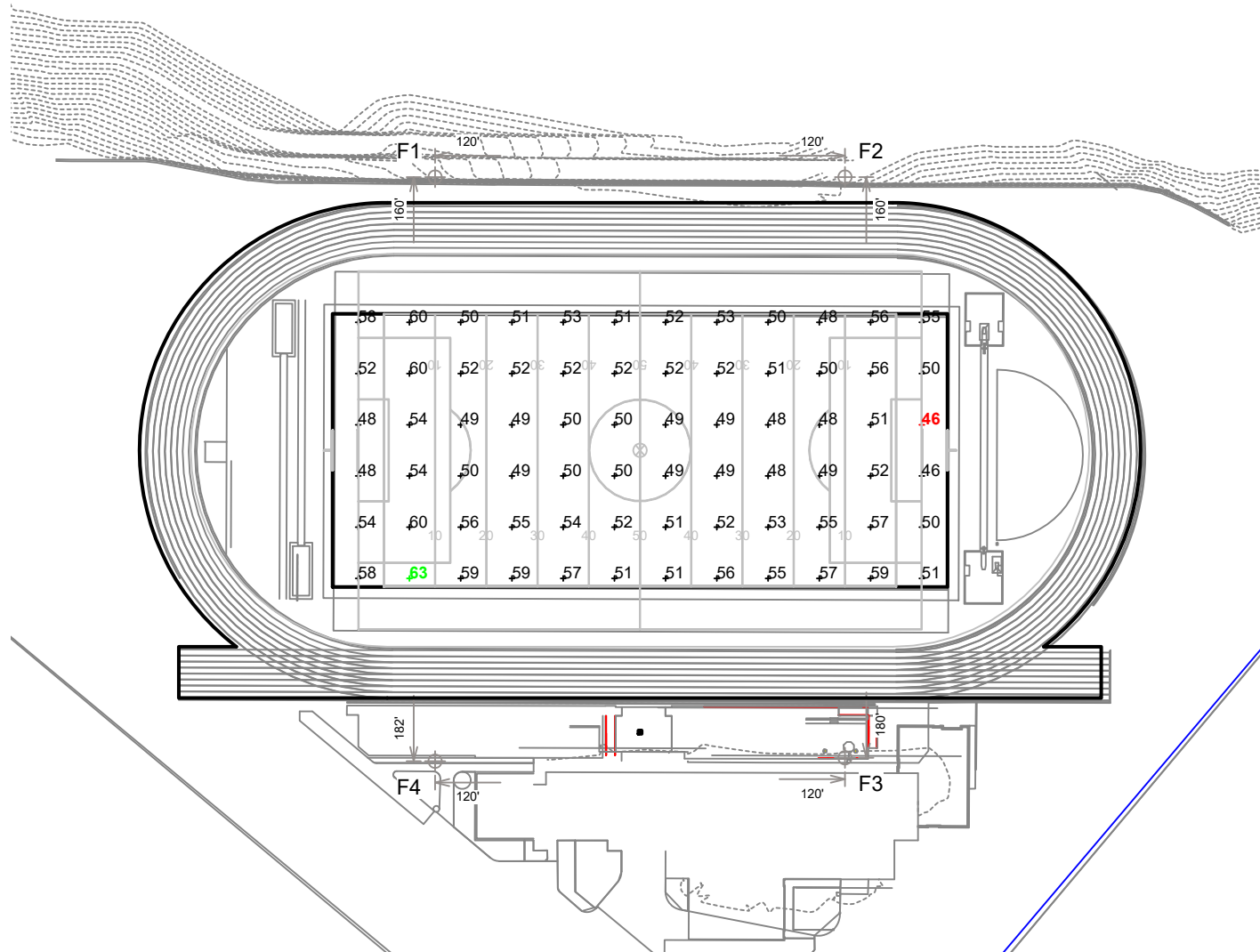


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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	F1-F2	100'	-15'	85'	TLC-BT-575	2	2	0
					TLC-LED-1150	12	12	0
2	F3-F4	90'	-	15'	TLC-BT-575	2	2	0
				80'	TLC-LED-400	1	0	1
				90'	TLC-LED-1150	14	14	0
4	TOTALS					62	60	2



GRID SUMMARY

Name: Football
Size: 360' x 160'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid
Guaranteed Average: 50
 Scan Average: 52.5
 Maximum: 63
 Minimum: 46
 Avg / Min: 1.15
Guaranteed Max / Min: 2
 Max / Min: 1.38
 UG (adjacent pts): 1.21
 CU: 0.51
 No. of Points: 72

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 60
Total Load: 64.4 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>81,000	>81,000	>81,000
TLC-BT-575	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

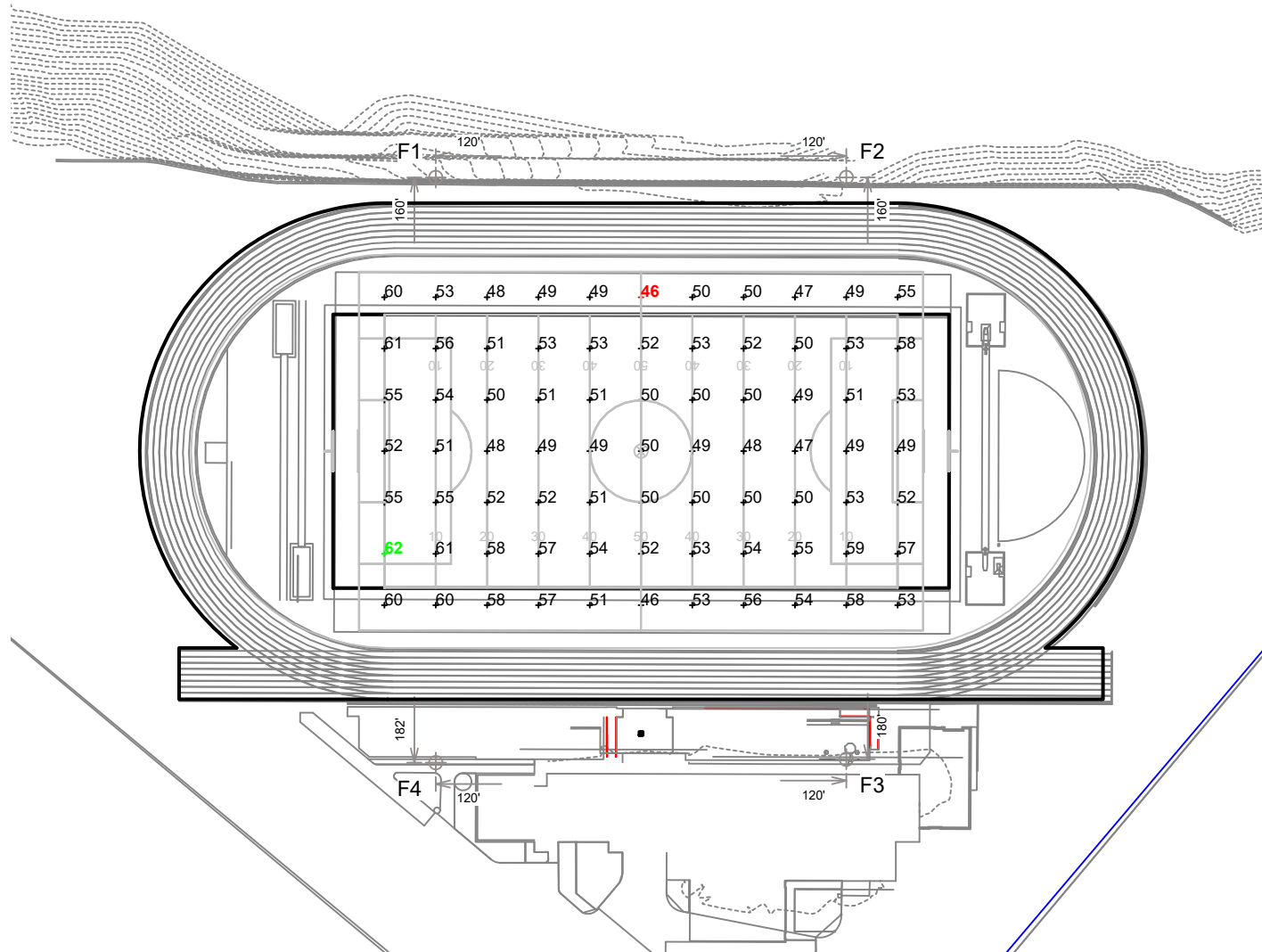
Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	F1-F2	100'	-15'	85'	TLC-BT-575	2	2	0
					TLC-LED-1150	12	12	0
2	F3-F4	90'	-	15'	TLC-BT-575	2	2	0
				80'	TLC-LED-400	1	0	1
				90'	TLC-LED-1150	14	14	0
4	TOTALS					62	60	2



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

GRID SUMMARY

Name: Soccer
Size: 330' x 210'
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid
Guaranteed Average: 50
 Scan Average: 52.6
 Maximum: 62
 Minimum: 46
 Avg / Min: 1.15
Guaranteed Max / Min: 2
 Max / Min: 1.35
 UG (adjacent pts): 1.15
 CU: 0.54
 No. of Points: 77

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 60
Total Load: 64.4 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>81,000	>81,000	>81,000
TLC-BT-575	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

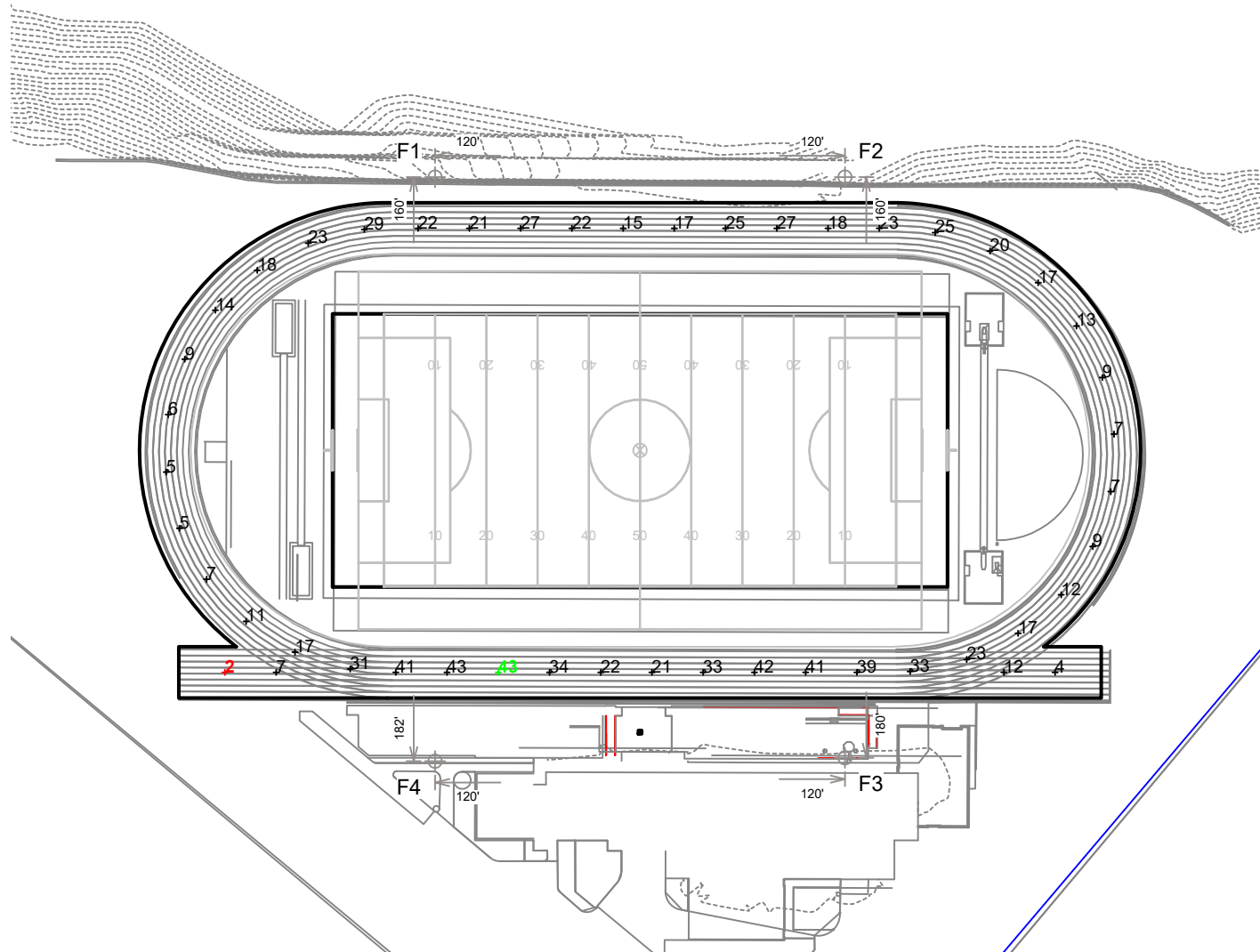
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	F1-F2	100'	-15'	85'	TLC-BT-575	2	2	0
					TLC-LED-1150	12	12	0
2	F3-F4	90'	-	15'	TLC-BT-575	2	2	0
				80'	TLC-LED-400	1	0	1
				90'	TLC-LED-1150	14	14	0
4	TOTALS					62	60	2



GRID SUMMARY

Name: Track
Size: Irregular
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Scan Average: 20.2

Maximum: 43

Minimum: 2

Avg / Min: 12.69

Max / Min: 27.05

UG (adjacent pts): 0.00

CU: 0.13

No. of Points: 48

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI

Luminaire Output: 121,000 / 52,000 lumens

No. of Luminaires: 60

Total Load: 64.4 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>81,000	>81,000	>81,000
TLC-BT-575	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

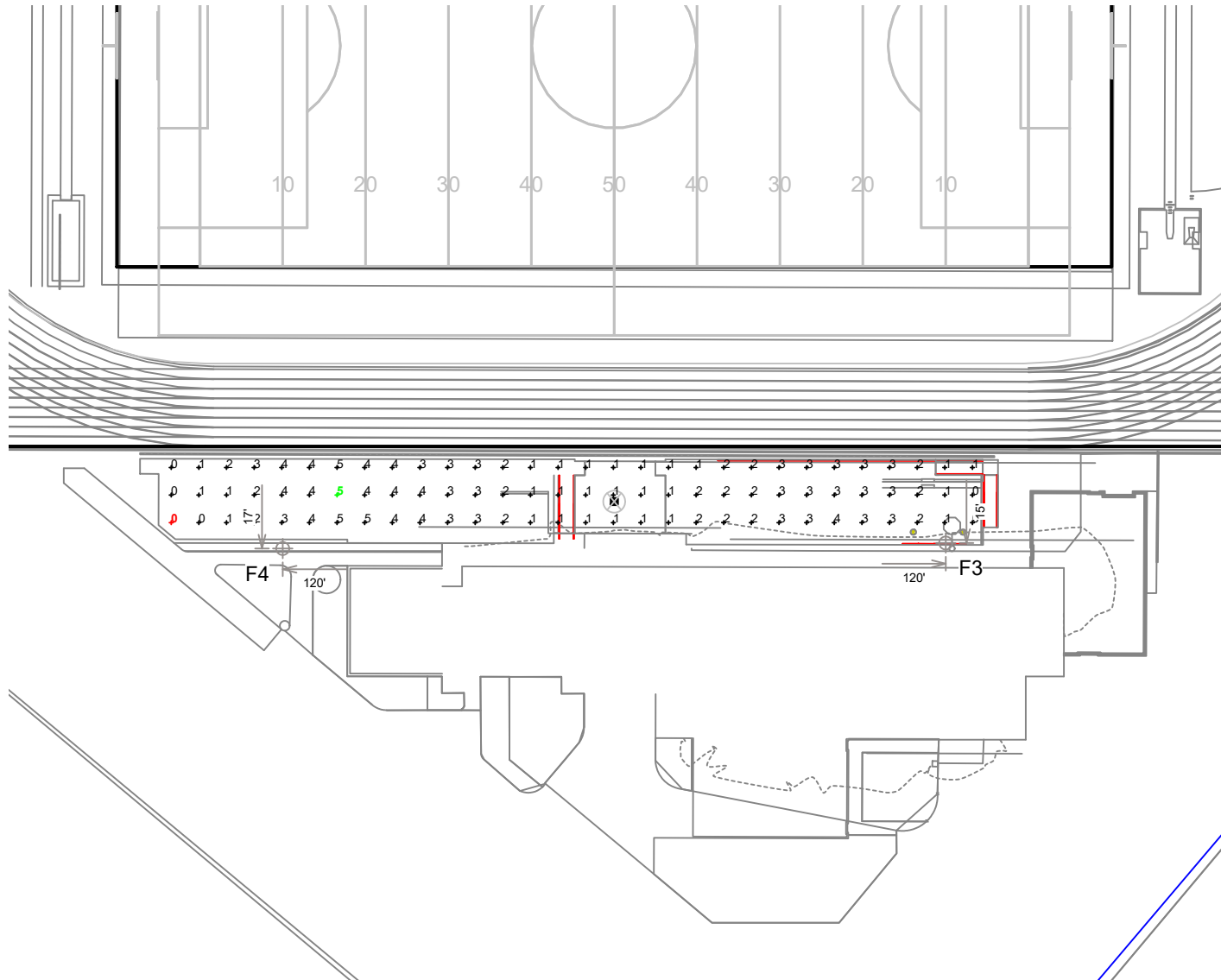
Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	F3-F4	90'	-	15'	TLC-BT-575	2	0	2
				80'	TLC-LED-400	1	1	0
				90'	TLC-LED-1150	14	0	14
2	TOTALS					34	2	32



GRID SUMMARY

Name: Bleachers
Size: 2' x 2'
Spacing: 10.0' x 10.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid

Scan Average: 2.3
Maximum: 5
Minimum: 0
Avg / Min: 11.61
Max / Min: 23.81
UG (adjacent pts): 2.67
CU: 0.24
No. of Points: 90

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 46,500 lumens
No. of Luminaires: 2
Total Load: 0.8 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-400	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

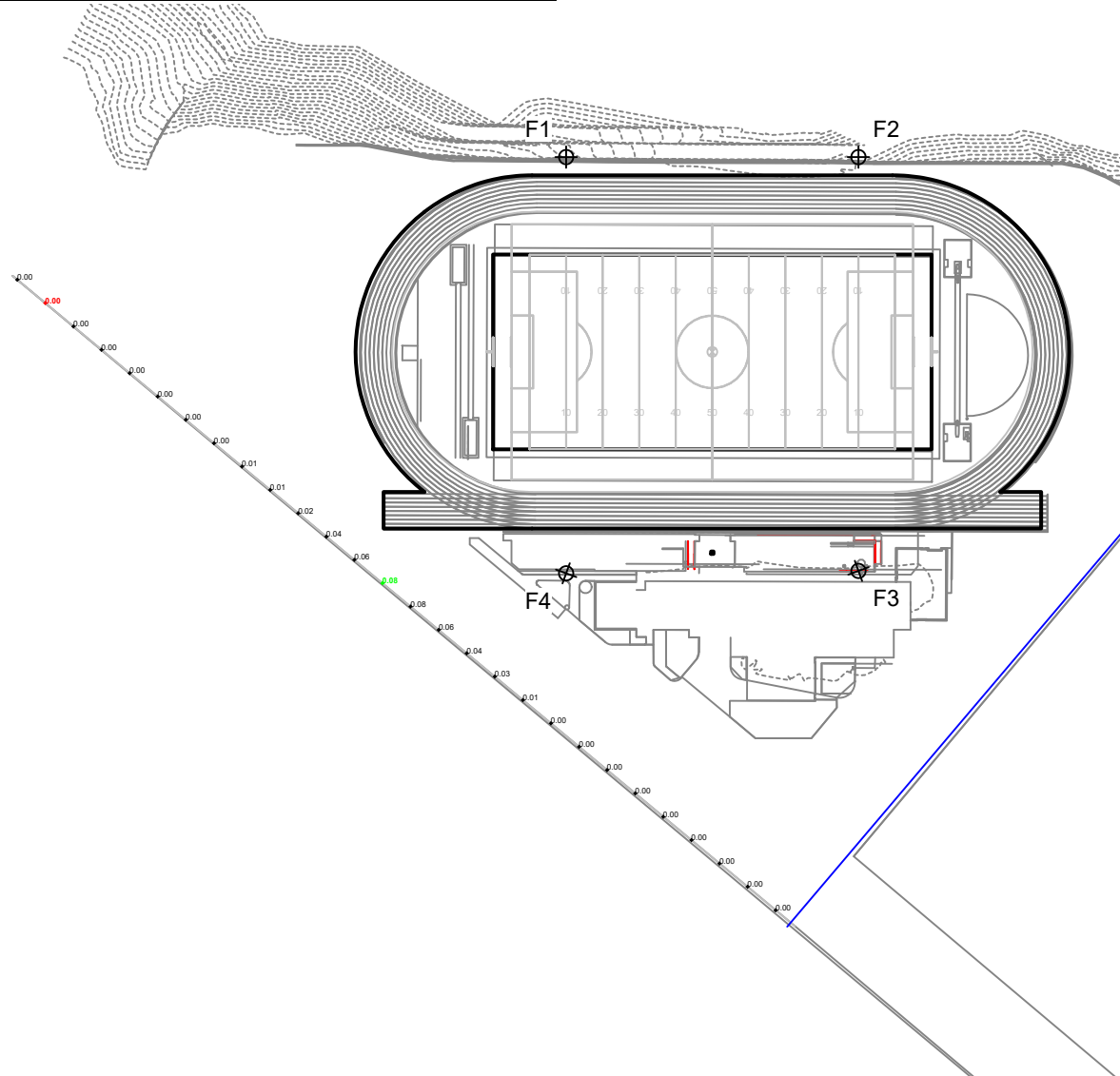
Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



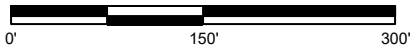
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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	F1-F2	100'	-15'	85'	TLC-BT-575	2	2	0
					TLC-LED-1150	12	12	0
2	F3-F4	90'	-	15'	TLC-BT-575	2	2	0
				80'	TLC-LED-400	1	0	1
				90'	TLC-LED-1150	14	14	0
4	TOTALS					62	60	2



SCALE IN FEET 1 : 150



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: • File #168609B • 15-Oct-18

Missouri Baptist University Practice Football
Saint Louis,MO

7.1.e

GRID SUMMARY

Name: Property Line
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid
Scan Average: 0.016
Maximum: 0.08
Minimum: 0.00
No. of Points: 28

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 60
Total Load: 64.4 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>81,000	>81,000	>81,000
TLC-BT-575	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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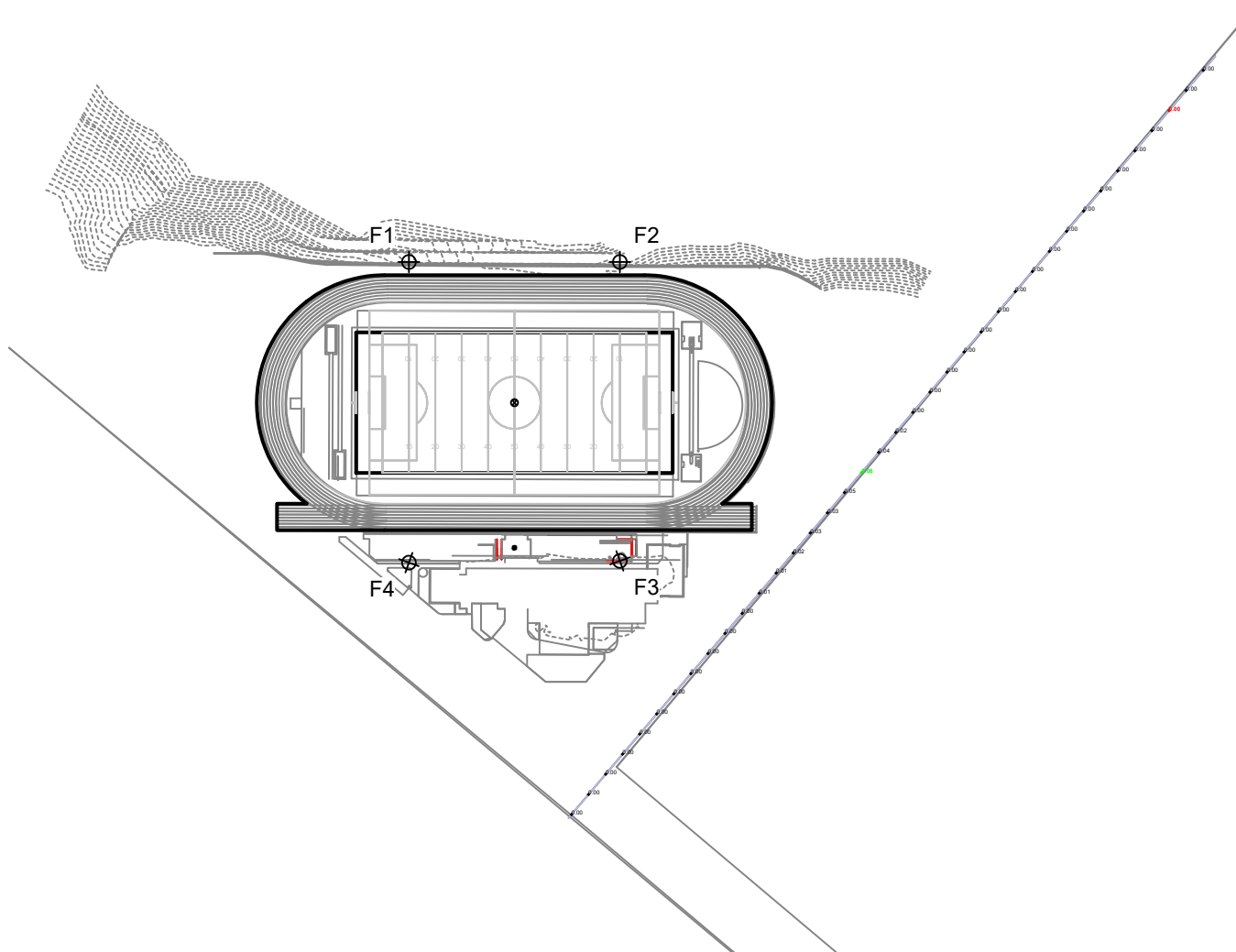
ILLUMINATION

Packet Pg. 57

Attachment: MUSCO Lighting Plan (#18-044: MBU Stadium CUP and SDP)

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	F1-F2	100'	-15'	85'	TLC-BT-575	2	2	0
					TLC-LED-1150	12	12	0
2	F3-F4	90'	-	15'	TLC-BT-575	2	2	0
				80'	TLC-LED-400	1	0	1
				90'	TLC-LED-1150	14	14	0
4	TOTALS					62	60	2



GRID SUMMARY

Name: Property Line South
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

Entire Grid
Scan Average: 0.008
Maximum: 0.06
Minimum: 0.00
No. of Points: 38

LUMINAIRE INFORMATION

Color / CRI: 5700K - 75 CRI
Luminaire Output: 121,000 / 52,000 lumens
No. of Luminaires: 60
Total Load: 64.4 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1150	>81,000	>81,000	>81,000
TLC-BT-575	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



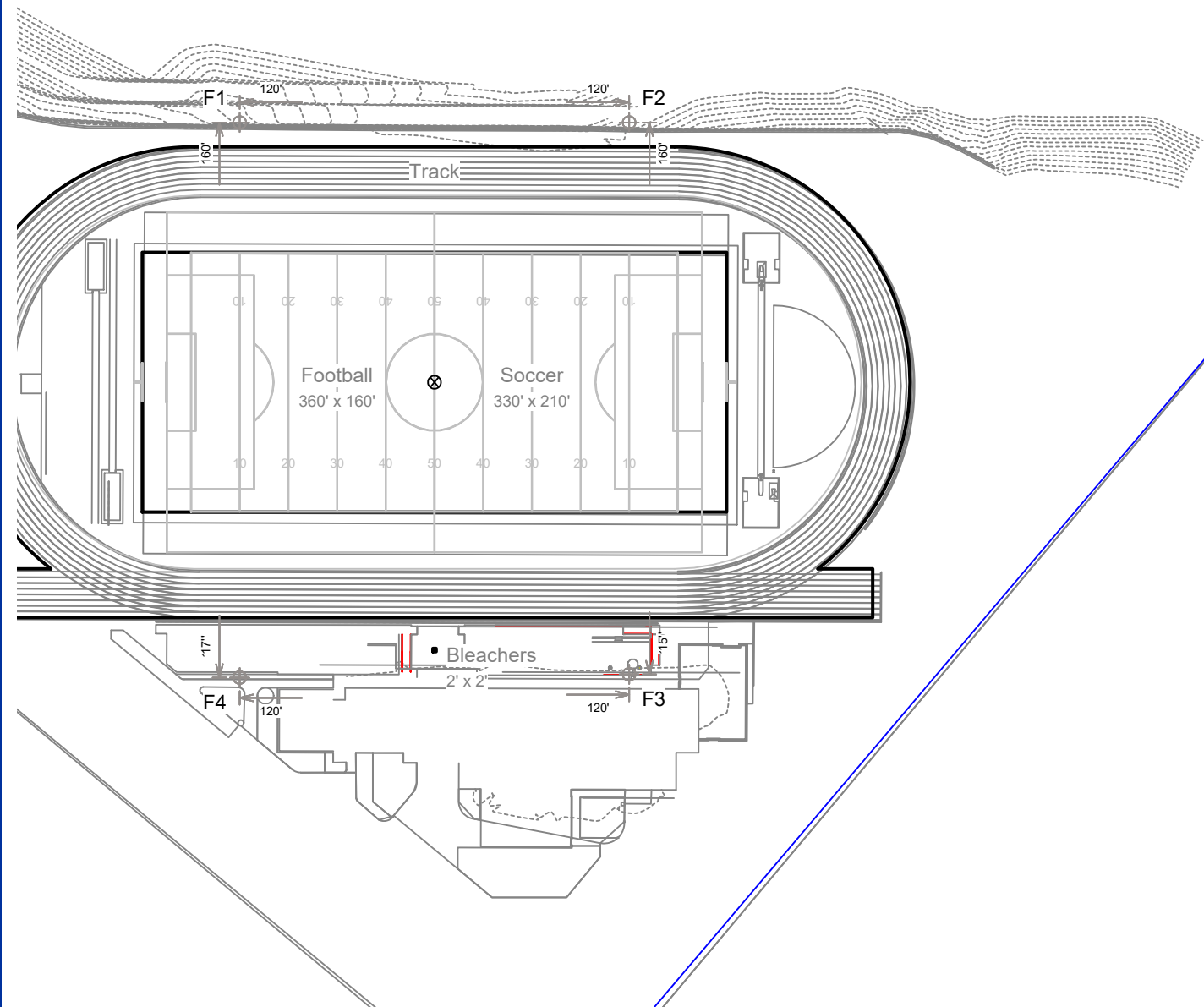
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SCALE IN FEET 1 : 200



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



EQUIPMENT LAYOUT

INCLUDES:

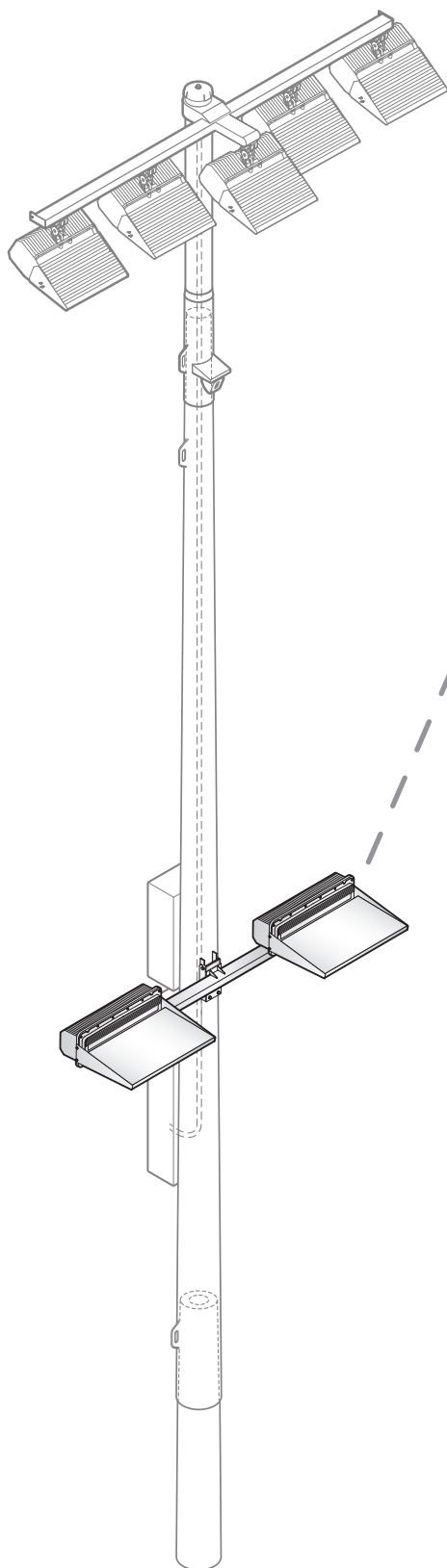
- Bleachers
- Football
- Soccer
- Track

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN						
Pole				Luminaires		
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY
2	F1-F2	100'	-15'	85'	TLC-BT-575	2
					TLC-LED-1150	12
2	F3-F4	90'	-	15'	TLC-BT-575	2
				80'	TLC-LED-400	1
				90'	TLC-LED-1150	14
4	TOTALS					66

SINGLE LUMINAIRE AMPERAGE DRAW CHART							
Ballast Specifications (.90 min power factor)		Line Amperage Per Luminaire (max draw)					
Single Phase Voltage		208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	480 (60)
TLC-LED-1150		6.8	6.5	5.9	5.1	4.1	3.7
TLC-BT-575		3.2	3.0	2.8	2.4	1.9	1.7
TLC-LED-400		2.3	2.2	2.0	1.7	1.4	1.3

Luminaire and Driver Components – TLC-BT-575**Luminaire Data**

Weight (luminaire)	34 lb (15 kg)
UL listing number	E338094
UL Listed for USA / Canada	UL1598 CSA-C22.2 No.250.0
Ingress protection, luminaire, international	IP65
Ingress protection, luminaire, USA	IP54
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

L90 (10.5k)	>63,500 h
L80 (10.5k)	>63,500 h
L70 (10.5k)	>63,500 h
CIE correlated color temperature	5700 K
Color Rendering Index (CRI), typical	75
Color Rendering Index (CRI), minimum	70
Lumens ¹	52,000

Footnotes:

1) Incorporates appropriate dirt depreciation factor for life of luminaire.

All components from foundation to poletop are designed to work together in Light-Structure System™ to ensure reliable, trouble-free operation.

Attachment: MUSCO Lighting Plan (#18-044: MBU Stadium CUP and SDP)

Luminaire and Driver Components – TLC-BT-575**Driver Data**

Typical Wiring

Electrical DataRated wattage¹

Per driver..... 575 W

Per luminaire..... 575 W

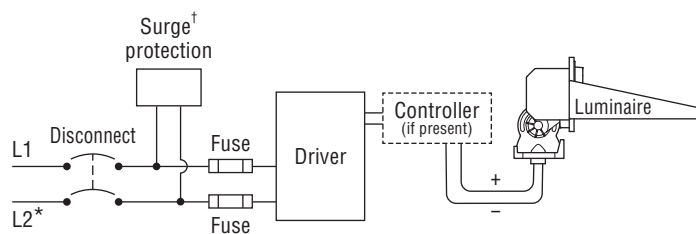
Number of luminaires per driver..... 1

Starting (inrush) current..... <40 A, 256 μ s

Fuse rating..... 15 A

UL, IEC ambient temperature rating,
electrical components enclosure 50°C (122°F)Ingress protection,
electrical components enclosure IP54

Efficiency 95%



* If L2 (com) is neutral then not switched or fused.

† Not present if indoor installation.

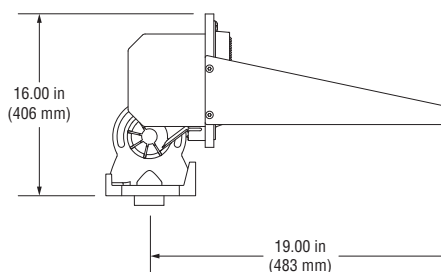
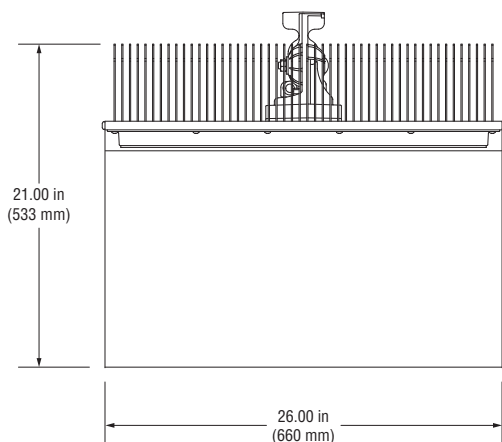
	200 Vac 50/60 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	380 Vac 50/60 Hz	400 Vac 50 Hz	415 Vac 50 Hz	480 Vac 60 Hz
Max operating current² per luminaire	3.30 A	3.17 A	3.00 A	2.87 A	2.75 A	2.38 A	1.90 A	1.74 A	1.65 A	1.59 A	1.38 A

Footnotes:

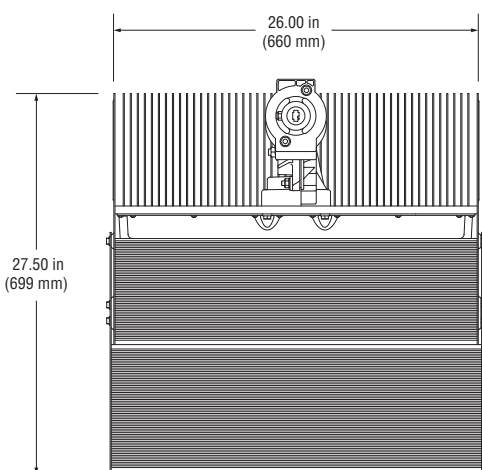
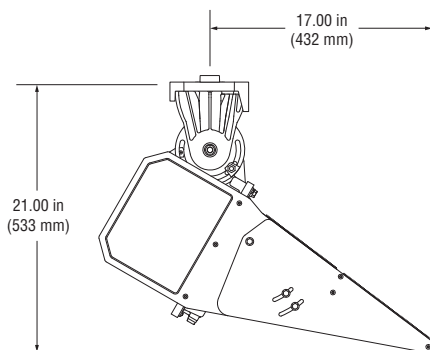
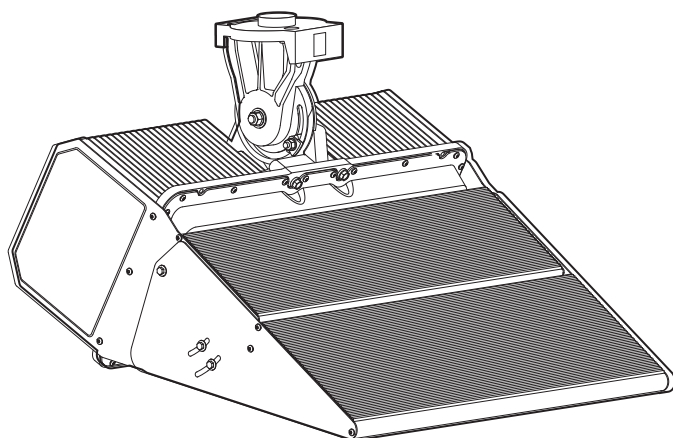
- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.



Datasheet: **TLC-LED-1150 Luminaire and Driver**



Luminaire Data

Weight (luminaire)	80 lb (36 kg)
UL listing number	E338094
UL listed for USA / Canada	UL1598 CSA-C22.2 No.250.0
Ingress protection, luminaire, international	IP65
Ingress protection, luminaire, USA	IP54
Material and finish	Aluminum, powder-coat painted
Wind speed rating (aiming only)	150 mi/h (67 m/s)
UL ambient temperature rating, luminaire	50°C (122°F)

Photometric Characteristics

Projected lumen maintenance per IES TM-21-11

L90 (10.5k)	>63,500 h
L80 (10.5k)	>63,500 h
L70 (10.5k)	>63,500 h
CIE correlated color temperature	5700 K
Color Rendering Index (CRI), typical	75
Color Rendering Index (CRI), minimum	70
Lumens ¹	121,000

Footnotes:

- 1) Lumen values at stabilized operation in 25°C ambient temperature environment. Incorporates appropriate dirt depreciation factor for life of luminaire.

Attachment: MUSCO Lighting Plan (#18-044: MBU Stadium CUP and SDP)

Datasheet: TLC-LED-1150 Luminaire and Driver

Driver Data

Typical Wiring

Electrical Data

Rated wattage¹

Per driver..... 1,150 W

Per luminaire..... 1,150 W

Number of luminaires per driver..... 1

Starting (inrush) current..... <40 A, 256 μ s

Fuse rating..... 15 A

UL, IEC ambient temperature rating,
electrical components enclosure..... 50°C (122°F)

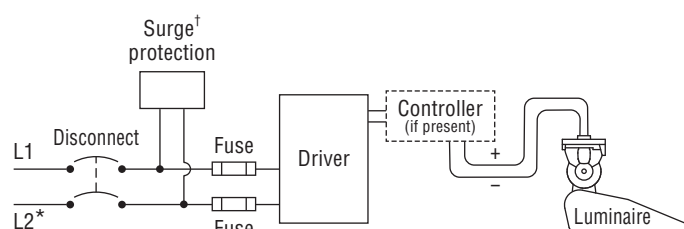
Ingress protection,
electrical components enclosure..... IP54

Efficiency..... 95%

Dimming mode..... optional

Range, energy consumption..... 20 – 100%

Range, light output..... 25 – 100%



* If L2 (com) is neutral then not switched or fused.

† Not present if indoor installation.

	200 Vac 50/60 Hz	208 Vac 60 Hz	220 Vac 50/60 Hz	230 Vac 50 Hz	240 Vac 50/60 Hz	277 Vac 60 Hz	347 Vac 60 Hz	380 Vac 50/60 Hz	400 Vac 50 Hz	415 Vac 50 Hz	480 Vac 60 Hz
Max operating current² per luminaire	7.11 A	6.83 A	6.46 A	6.18 A	5.92 A	5.13 A	4.10 A	3.74 A	3.56 A	3.43 A	2.96 A

Footnotes:

- 1) Rated wattage is the power consumption, including driver efficiency losses, at stabilized operation in 25°C ambient temperature environment.
- 2) Operating current includes allowance for 0.90 minimum power factor, operating temperature, and LED light source manufacturing tolerances.

Notes

1. Use thermal magnetic HID-rated or D-curve circuit breakers.
2. See *Musco Control System Summary* for circuit information.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made and entered into this 23rd day of June, 2014, by and between Missouri Baptist University, a Missouri nonprofit corporation with offices located at One College Park Drive, St. Louis, Missouri, 63141 (the "University") and Christian Brothers College High School, a Missouri nonprofit corporation with offices located at 1850 De La Salle Drive, St. Louis, Missouri, 63141 ("CBC").

WHEREAS, the University owns certain property located in the City of Creve Coeur and the County of St. Louis, Missouri, more particularly described in Exhibit A attached hereto and incorporated herein (the "University Campus");

WHEREAS, CBC owns certain property located in the City of Town and Country and the County of St. Louis, Missouri, more particularly described in Exhibit B attached hereto and incorporated herein (the "CBC Main Campus"), as well as certain property located in the City of Town and Country and the County of St. Louis, Missouri, more particularly described in Exhibit C attached hereto and incorporated herein ("Cadet Park"), both of which parcels of property abut the University Campus; and,

WHEREAS, the parties desire to grant to each other certain ingress and egress easements across their respective properties for both vehicular and pedestrian traffic as well as easements for vehicular parking, and to provide for maintenance and other matters appurtenant to such easements, all under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual consideration hereby given, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. **Roadway Easement Across Cadet Drive.** CBC hereby grants the University a perpetual easement for ingress and egress across Cadet Drive from North Outer Forty to the University Campus for vehicular traffic, which easement area is shown hatchured on the drawing attached hereto as Exhibit D and incorporated herein. The parties agree to share equally in the cost of maintaining Cadet Drive subsequent to the granting of this easement. Notwithstanding the foregoing, each party agrees to repair the roadway of Cadet Drive at such party's sole expense in the event such roadway is damaged by extraordinary use of the roadway by such party, such as construction vehicles servicing any construction project of such party on its property; provided that such party shall not be required to improve or repair the roadway to a condition superior to that of the roadway prior to the damage occasioned by such extraordinary use.

2. **Pedestrian Easement Across University Campus.** The University hereby grants CBC a perpetual easement for pedestrian traffic across the University Campus to and from the CBC Main Campus and Cadet Park, as well as to and from the CBC Main Campus and the parking areas on the University Campus adjacent to Cadet Park as to which the University hereinafter grants a limited parking easement to CBC. The location of this pedestrian easement across the University Campus shall be as located from time to time by the University in their

absolute discretion, provided that the pathway for such easement shall be maintained and kept by the University reasonably free from any impediments or barriers to, and appropriate for, pedestrian traffic; provided further that the University shall not be required to construct or maintain such pathway so as to be handicapped accessible or compliant under any current or future federal, state or local law regarding accessibility.

3. **Parking Easements.** The University hereby grants to CBC a limited perpetual easement for its students, employees, guests and invitees to use the parking facilities on the University Campus adjacent or near to Cadet Park as shown hatchured on the drawing attached hereto as **Exhibit E** and incorporated herein. CBC hereby grants to the University a limited perpetual easement for its students, employees, guests and invitees to use the parking facilities along Cadet Drive as shown hatchured on the drawing attached hereto as **Exhibit F** and incorporated herein. Each party shall maintain at its own expense the parking facilities located on such party's property. The parking easements granted in this paragraph are limited to such times as the owner of the parking facility is not utilizing such parking facility for its own use relative to a sporting activity or other special event. Furthermore, the parking easements granted in this paragraph are to be used only for participants in and spectators of athletic events at Cadet Park, on the University Campus, or at the stadium located on the CBC Main Campus. Each party shall use its best efforts to notify and coordinate with the other party as to the use of the parking facilities easements granted hereunder.

4. **Insurance.** Each party shall maintain general liability insurance for its property with primary coverage of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, naming the other party as an additional insured. Upon request, each party shall supply proof of such insurance to the other party. All required policies of insurance shall include a provision that both parties shall receive at least thirty (30) days advanced notice of the expiration, termination or cancellation of such insurance and shall contain a waiver of subrogation clause waving the insurer's right of subrogation against any named or additional insured.

5. **Indemnification.** The University shall, during the term of this Agreement, hold harmless, defend and indemnify CBC and its parent companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers and agents (hereinafter collectively known as the "CBC Indemnitees") from and against all actions, causes of action, lawsuits, obligations, liabilities, losses, penalties, fines, costs, including damages for personal injury, including sickness, disease, death, property damage, economic losses or a violation of law, and expenses, including reasonable attorneys' fees, all legal expenses, and fees incurred on appeal and interest thereon, accruing and resulting to any persons, firms, or any other legal entity arising from use of the easement areas established in this Agreement as a result of any negligent action or failure to act by the University and/or its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents (hereinafter collectively known as the "University Indemnitors"), or as a result of any intentional, criminal, or reckless actions by the University Indemnitors which the CBC Indemnities may incur, be exposed to, become responsible for or payout. The University shall assume the investigation, defense, and expense of all such claims and causes of action. Any and all costs, expenses, damages, and losses incurred in connection with the paragraph shall be due and paid by the University with fifteen (15) days of written

demand thereof by CBC. CBC agrees to notify the University of the existence of any such claims or causes of action as soon as CBC is aware of same. Notwithstanding the foregoing, the indemnification provided in this paragraph shall not apply to any claims or expenses to the extent covered by insurance carried by either party.

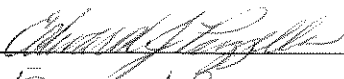
CBC shall, during the term of this Agreement, hold harmless, defend and indemnify the University and its parent companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers and agents (hereinafter collectively known as the "University Indemnitees") from and against all actions, causes of action, lawsuits, obligations, liabilities, losses, penalties, fines, costs, including damages for personal injury, including sickness, disease, death, property damage, economic losses or a violation of law, and expenses, including reasonable attorneys' fees, all legal expenses, and fees incurred on appeal and interest thereon, accruing and resulting to any persons, firms, or any other legal entity arising from use of the easement areas established in this Agreement as a result of any negligent action or failure to act by CBC and/or its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents (hereinafter collectively known as the "CBC Indemnitors"), or as a result of any intentional, criminal, or reckless actions by the CBC Indemnitors which the University Indemnitees may incur, be exposed to, become responsible for or payout. CBC shall assume the investigation, defense, and expense of all such claims and causes of action. Any and all costs, expenses, damages, and losses incurred in connection with the paragraph shall be due and paid by CBC with fifteen (15) days of written demand thereof by the University. The University agrees to notify CBC of the existence of any such claims or causes of action as soon as the University is aware of same. Notwithstanding the foregoing, the indemnification provided in this paragraph shall not apply to any claims or expenses to the extent covered by insurance carried by either party.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

MISSOURI BAPTIST UNIVERSITY

By: 
R. Alton Lacey, President

CHRISTIAN BROTHERS COLLEGE HIGH SCHOOL

By: 
EDWARD J. PIZZELLI, CFO

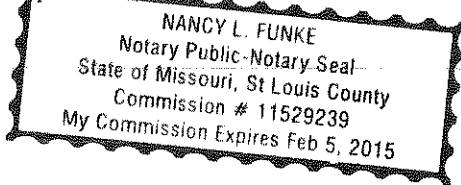
STATE OF MISSOURI)
) SS.
 COUNTY OF ST. LOUIS)

On this 24 day of JUNE, 2014, before me appeared R. Alton Lacey, to me personally known, who, being by me duly sworn, did say that he is the President of **MISSOURI BAPTIST UNIVERSITY**, a Missouri nonprofit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said R. Alton Lacey acknowledged said instrument to be the free act and deed of said corporation.

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


 Notary Public

My term expires:



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

On this 23 day of JULY, 2014, before me appeared EDWARD J. PIZZELLA, to me personally known, who, being by me duly sworn, did say that he is the CEO of **CHRISTIAN BROTHERS COLLEGE HIGH SCHOOL**, a Missouri nonprofit corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said EDWARD J. PIZZELLA acknowledged said instrument to be the free act and deed of said corporation.

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


 Notary Public

My term expires:

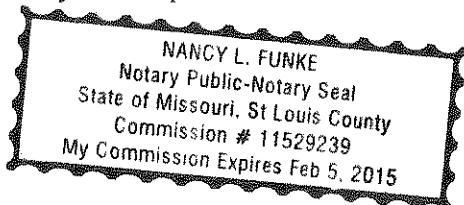


EXHIBIT A

University Campus

Real property in St. Louis County, Missouri more particularly described as follows:

TRACT I:

Lot 1 of the Resubdivision of Lot 7 of the Subdivision of Section 16, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 244 Page 28 of the St. Louis County Records.

TRACT II:

A tract of land being part of Lots 3, 6 and 7 of the Subdivision of Section 16, Township 45 North - Range 5 East, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the center of said Section 16 and being also the Northwest corner of property conveyed to Paul A. Novelly and wife by deed recorded in Book 7282, Page 466 of the St. Louis County Records, thence South 89 degrees 07 minutes 53 seconds West 1,345.32 feet to the Southwest corner of property conveyed to Missouri Baptist College of St. Louis by deed recorded in Book 5594 at Page 102 (Parcel 1) of the St. Louis County Records; thence North 1 degree 08 minutes 20 seconds West 835.04 feet along the west line of the last mentioned Missouri Baptist College of St. Louis property to the Southwest corner of property conveyed to Ladue Nursery School Association by deed recorded in Book 3491, Page 115 of the St. Louis County Records; thence North 89 degrees 07 minutes 07 seconds East 1,351.80 feet along and South line of said Ladue Nursery School Association property and the South line of property conveyed to Ladue Nursery School Association by deed recorded in Book 3491, Page 114 of the St. Louis County Records to a point; thence North 0 degrees 42 minutes 27 seconds West 850.12 feet to a point on the South right-of-way line of Conway Road, 60 feet wide; thence Eastwardly along the said South right-of-way line of Conway Road, 60 feet wide, South 71 degrees 47 minutes 27 seconds East 52.86 feet to a point; thence South 0 degrees 42 minutes 27 seconds East 832.84 feet to a point; thence North 89 degrees 07 minutes 33 seconds East 994.30 feet to a point; thence North 12 degrees 58 minutes 13 seconds East 408.64 feet to a point; thence South 62 degrees 29 minutes 42 seconds East 61.98 feet to a point; thence South 12 degrees 58 minutes 13 seconds West 40.00 feet to a point; thence North 62 degrees 29 minutes 42 seconds West 10.33 feet to a point; thence South 12 degrees 58 minutes 13 seconds West 394.86 feet to a point; thence South 89 degrees 07 minutes 33 seconds West 150.53 feet to a point; thence South 0 degrees 44 minutes 12 seconds East 437.26 feet to a point; thence North 89 degrees 07 minutes 33 seconds East 418.37 feet to a point on the East line of the Southwest Quarter of the Northeast Quarter of said Section 16; thence Southwardly along said East line of the Southwest Quarter of the Northeast Quarter of Section 16, South 0 degree 44 minutes 12 seconds East 848.33 feet to the Southeast corner thereof; thence Westwardly along the East and West center section line of said Section 16, South 89 degrees 09 minutes 08 seconds West 1,352.06 feet to the point of beginning, EXCEPTING THEREFROM that property described in Tract I.

EXHIBIT BCBC Main Campus

Real property in St. Louis County, Missouri more particularly described as follows:

A tract of land being part of Lot 11 of the Subdivision of Section 16, and Lot 2 of "College Woods Estates", a subdivision according to the plat recorded in Plat Book 298 Page 35 of the Recorder of Deeds Office in St. Louis County, Missouri, in Section 16, Township 45 North, Range 5 East of the 5th Principal Meridian, City of Town & Country, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the point of intersection of the Northern line of property conveyed to the State of Missouri by deed recorded in Book 5561 Page 54 of the above said records, said Northern line being the Northern right-of-way line of Interstate Highway 64 (Missouri State 40TR) with the Eastern line of Lot 1 of above said "College Woods Estates"; thence North along said East line of said Lot 1 of "College Woods Estates" the following courses and distances; North 00 degrees 44 minutes 41 seconds West 160.13 feet; North 00 degrees 54 minutes 35 seconds East 147.54 feet; North 01 degrees 52 minutes 39 seconds East 275.34 feet to a point of curve, Northeasterly along a curve to the right whose radius point bears South 88 degrees 07 minutes 21 seconds East 135.00 feet; an arc length of 75.83 feet to a point on the East-West Centerline of above said Section 16, being a point on the Southern line of property conveyed to Missouri Baptist College of St. Louis by deed recorded in Book 5594 Page 102 (Parcel I) of the above said records; thence along said East-West Centerline of Section 16, South 89 degrees 29 minutes 45 seconds East 337.79 feet to the center of Section 16; thence continuing along said East-West Centerline of said Section 16, also being the Southern line of property conveyed to Missouri Baptist College of St. Louis by deed recorded in Book 5594 Page 110 of the above said records South 89 degrees 27 minutes 00 seconds East 1039.26 feet to the Northeast corner of property conveyed to Christian Brothers College High School by deed recorded in Book 11405 Page 1586; thence continuing along the East-West Centerline of Section 16 South 89 degrees 27 minutes 00 seconds East 312.00 feet to the Eastern line of a tract of land conveyed to Christian Brothers College High School by deed recorded in Book 12404 Page 1936 of the above said records; thence along last said Eastern line South 00 degrees 38 minutes 58 seconds West 645.75 feet to a point on the Northern line of Interstate Highway 64, as established by deed recorded in Book 5323 Page 162 of the above said records; thence along the Northern line of Interstate Highway 64 North 89 degrees 37 minutes 37 seconds West 546.76 feet to a point 165.00 feet perpendicular distance North of Centerline Station 654 + 50 on Interstate Highway 64; thence leaving said right-of-way South 89 degrees 05 minutes 59 seconds West 450.11 feet to a point 155.00 feet perpendicular distance North of Centerline Station 650 + 00; thence South 89 degrees 55 minutes 55 seconds West 650.03 feet to a point 150.00 feet perpendicular distance North of Centerline Station 643 + 50; thence along the Northern line of Interstate Highway 64 North 79 degrees 56 minutes 43 seconds West 68.24 feet to the Point of Beginning and containing 1,122,486 square feet or 25.769 acres more or less.

Attachment: Easement Agreement (#18-044: MBU Stadium CUP and SDP)

EXHIBIT CCadet Park

Real property in St. Louis County, Missouri more particularly described as follows:

A 20.00 acre tract of land being part of a larger parent tract of land conveyed to the city of Town & Country by General Warranty Deed recorded in Deed Book 11870 page 2118 of the St. Louis County Records, said parent tract of land being part of Lots 8 and 9 of SCHOOL LANDS in Section 16, Township 45 North, Range 5 East St. Louis County, Missouri said 20.00 acre tract of land being more particularly described as follows:

Beginning at the Southeast corner of said tract and the North line of Missouri Interstate Highway 64-40; thence along the North line thereof, North 70 degrees 43 minutes 39 seconds West 125.13 feet; thence leaving said North line North 00 degrees 04 minutes 43 seconds East 561.25 feet; thence South 89 degrees 56 minutes 41 seconds West 477.87 feet to the West line of said parent tract; thence along the West line thereof North 00 degrees 44 minutes 45 seconds West 1335.24 feet to the Northwest corner of said parent tract; thence along the North line thereof North 89 degrees 57 minutes 37 seconds East 606.04 feet to the Northeast corner of said parent tract; thence along the East line thereof, the following courses; South 00 degrees 19 minutes 00 seconds East 1334.99 feet; thence South 00 degrees 04 minutes 43 seconds West 602.67 to the Point of Beginning containing 20.00 acres more or less.

Attachment: Easement Agreement (#18-044: MBU Stadium CUP and SDP)

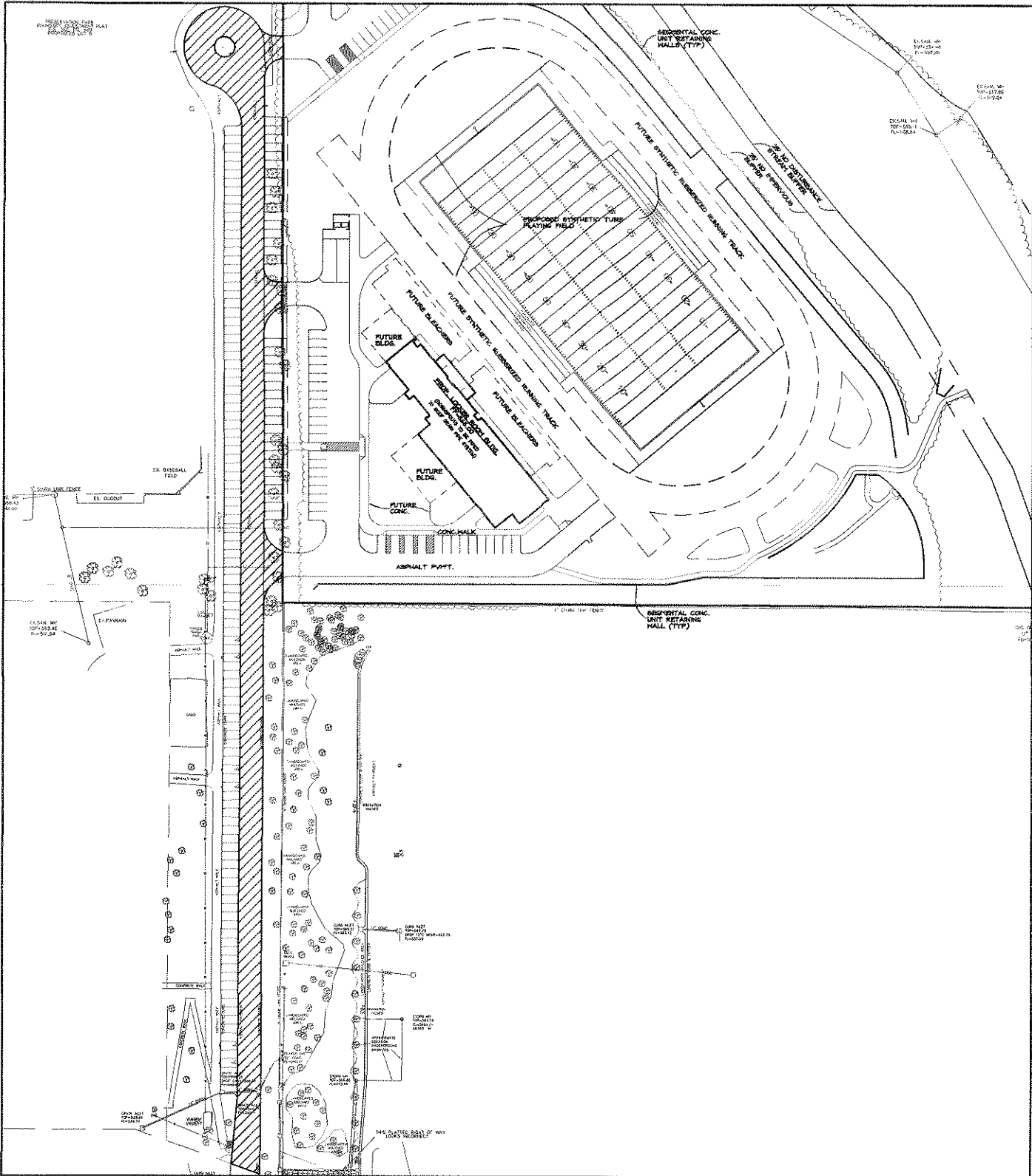
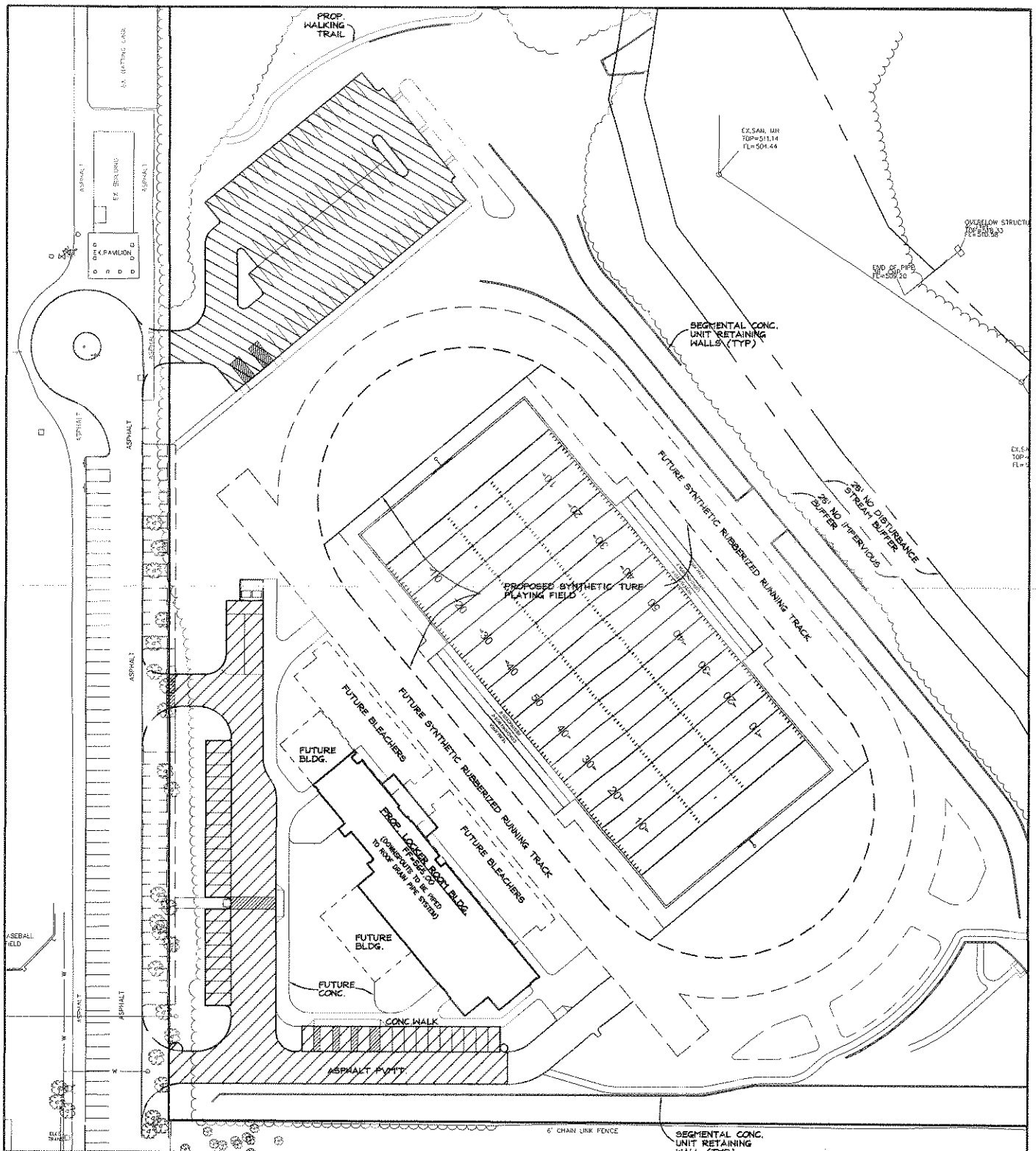


EXHIBIT "D"

INITIAL:

EXHIBIT "D"
INGRESS/EGRESS EASEMENT

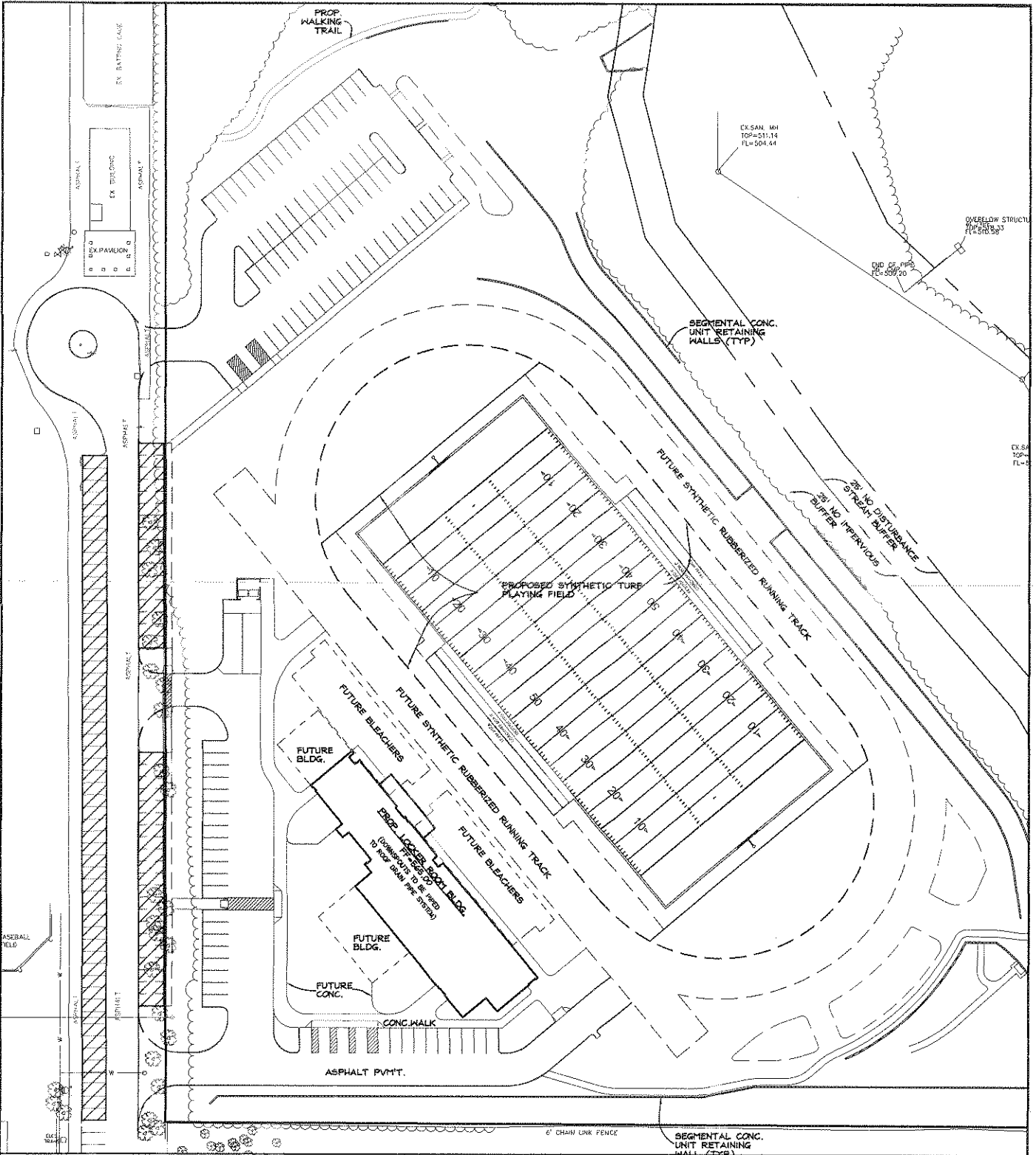


Attachment: Easement Agreement (#18-044: MBU Stadium CUP and SDP)

EXHIBIT "E"

INITIAL:

EXHIBIT "E"
APPROX. 104 PARKING SPACES



Attachment: Easement Agreement (#18-044: MBU Stadium CUP and SDP)

EXHIBIT "F"

INITIAL:

EXHIBIT "F"

APPROX. 38 PARKING SPACES (NEW)
APPROX. 54 PARKING SPACES (EXISTING)

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR THE SPARTAN ATHLETIC FIELD STADIUM FOR MISSOURI
BAPTIST UNIVERSITY AT 1 COLLEGE PARK DRIVE**

WHEREAS, under , Section 405.680(D) *Major Outdoor Recreation Facilities* requires that lighting systems and standards for major outdoor recreation facilities such as athletic fields or stadiums, shall require approval of conditional use permit in accordance with Section 405.1070; and

WHEREAS, an application was submitted by George Stock, of Stock and Associates, on behalf of Missouri Baptist University, for a new conditional use permit for stadium lighting and improvements to the stadium athletic field, with the site development plans for new building additions; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, November 19, beginning at 6:30 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a ____ vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on November 19, 2018; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council finds that the application and evidence presented clearly indicate that the proposed conditional use, when subject to certain conditions set forth herein:

1. Will contribute to and promote the community welfare and convenience at the specific location.
2. Will not cause substantial injury to the value of neighboring property.
3. Meets the applicable provisions of the City's Comprehensive Plan and any applicable neighborhood or sector plans and complies with other applicable zoning district regulations and provisions of this Chapter, unless good cause exists for deviation therefrom.
4. Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

BILL NO. _____

ORDINANCE NO. _____

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of the athletic field lighting for the stadium for Missouri Baptist University at I College Park Drive, zoned HE-Higher Education District, whose legal description is as follows:

A TRACT OF LAND BEING ALL OF ADJUSTED LOT 2 OF THE "MISSOURI BAPTIST UNIVERSITY BOUNDARY ADJUSTMENT PLAT", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 298, PAGE 35, AND PART OF LOT "B" OF "ROSSMAN SCHOOL SUBDIVISION", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 347, PAGE 627 AND PART OF THE NORTH HALF OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CREVE COEUR AND CITY OF TOWN AND COUNTRY, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF COLLEGE WOODS ESTATES; THENCE ALONG THE EAST LINE OF LOT 9 OF PRESERVATION PARK BOUNDARY ADJUSTMENT PLAT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 350, PAGE 690 OF THE ST. LOUIS COUNTY RECORDS, NORTH 00 DEGREES 05 MINUTES 08 SECONDS WEST 835.69 FEET TO A POINT ON THE SOUTH LINE OF "ROSSMAN SCHOOL SUBDIVISION", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 347, PAGE 627 OF SAID RECORDS; THENCE ALONG THE SOUTH LINE OF SAID "ROSSMAN SCHOOL SUBDIVISION, SOUTH 89 DEGREES 48 MINUTES 04 SECONDS EAST 847.29 FEET TO THE SOUTHWEST CORNER OF LOT "B" OF SAID "ROSSMAN SCHOOL SUBDIVISION"; THENCE ALONG THE WEST LINE OF SAID LOT "B" NORTH 04 DEGREES 46 MINUTES 33 SECONDS EAST, 203.05 FEET TO A POINT; THENCE LEAVING SAID WEST LINE SOUTH 63 DEGREES 45 MINUTES 35 SECONDS EAST, 461.03 FEET TO A POINT ON THE SOUTH LINE OF THE AFORESAID LOT "B"; THENCE ALONG SAID SOUTH LINE SOUTH 89 DEGREES 48 MINUTES 04 SECONDS EAST, 72.94 FEET TO THE SOUTHEAST CORNER OF SAID "ROSSMAN SCHOOL SUBDIVISION"; THENCE ALONG THE EAST LINE OF SAID "ROSSMAN SCHOOL SUBDIVISION", NORTH 00 DEGREES 22 MINUTES 57 SECONDS EAST 499.97 FEET TO A POINT AT THE SOUTHEAST CORNER OF LOT A OF "THE ROSSMAN SCHOOL CONSOLIDATION PLAT", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 358, PAGE 316 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT "A", THE EAST LINE OF LOT 5 OF "CONWAY WOLD", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 239, PAGE 62 OF SAID RECORDS AND THE EAST LINE OF PROPERTY CONVEYED TO CURA INVESTMENTS ACCORDING TO THE DEED RECORD IN BOOK 12198, PAGE 280 OF SAID RECORDS, NORTH 00 DEGREES 24 MINUTES 04 SECONDS EAST 851.24 FEET TO A POINT ON THE SOUTH LINE OF CONWAY ROAD; THENCE ALONG THE SOUTH LINE OF CONWAY ROAD SOUTH 70 DEGREES 39 MINUTES 51 SECONDS EAST 52.87 FEET TO A POINT ON THE WEST LINE OF "CONWAY PINE ESTATES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 302, PAGE 5 OF SAID RECORDS; THENCE ALONG THE WEST LINE OF SAID "CONWAY PINE ESTATES", SOUTH 00 DEGREES 24 MINUTES 01 SECONDS WEST 833.87 FEET TO A POINT AT THE SOUTHEAST CORNER OF SAID "CONWAY PINE ESTATES"; THENCE ALONG THE SOUTH LINE OF SAID "CONWAY PINE ESTATES", THE SOUTH LINE OF "CONWAY PINE ESTATES ADDITION", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 348, PAGE 83 OF SAID RECORDS AND THE SOUTH LINE OF "CONWAY AIRE" A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 231, PAGE 84 OF SAID RECORDS, SOUTH 89 DEGREES 48 MINUTES 55 SECONDS EAST 994.42 FEET TO A POINT AT THE SOUTHEAST CORNER

Attachment: 18-044.Athletic Field Stadium Lighting.Draft Ordinance.11-19-2018 (#18-044: MBU Stadium CUP and SDP)

BILL NO. _____

ORDINANCE NO. _____

OF SAID "CONWAY AIRE"; THENCE ALONG THE EAST LINE OF SAID "CONWAY AIRE", NORTH 14 DEGREES 02 MINUTES 09 SECONDS EAST 408.47 FEET TO A POINT ON THE SOUTH LINE OF CONWAY ROAD; THENCE ALONG THE SOUTH LINE OF CONWAY ROAD, SOUTH 61 DEGREES 17 MINUTES 26 SECONDS EAST 61.97 FEET TO A POINT ON THE WEST LINE OF "ROLLING VIEW FARM", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 275, PAGE 54 OF SAID RECORDS; THENCE ALONG THE EASTERN LINE OF SAID "ROLLING VIEW FARM" THE FOLLOWING COURSES AND DISTANCES: SOUTH 13 DEGREES 56 MINUTES 56 SECONDS WEST 39.87 FEET TO A POINT; THENCE NORTH 61 DEGREES 15 MINUTES 08 SECONDS WEST 10.33 FEET TO A POINT; THENCE SOUTH 14 DEGREES 10 MINUTES 04 SECONDS EAST 394.82 FEET TO A POINT; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS WEST 149.65 FEET TO A POINT; THENCE SOUTH 00 DEGREES 18 MINUTES 38 SECONDS WEST 437.38 FEET TO A POINT ON THE SOUTH LINE OF SAID "ROLLING VIEW FARM"; THENCE ALONG THE SOUTH LINE OF SAID "ROLLING VIEW FARM"; SOUTH 89 DEGREES 47 MINUTES 37 SECONDS EAST 418.34 FEET TO A POINT ON THE WEST LINE OF "BALCON ESTATES", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 78, PAGE 24 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID "BALCON ESTATES", SOUTH 00 DEGREES 21 MINUTES 40 SECONDS WEST 847.61 FEET TO A POINT ON THE NORTH LINE OF ADJUSTED LOT "A" OF "THE BOUNDARY ADJUSTMENT PLAT", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 350, PAGE 302 OF SAID RECORDS; THENCE ALONG THE NORTH LINE OF SAID ADJUSTED LOT "A", NORTH 89 DEGREES 47 MINUTES 22 SECONDS WEST 1352.09 FEET TO A POINT; THENCE CONTINUING ALONG SAID NORTH LINE. NORTH 89 DEGREES 50 MINUTES 11 SECONDS WEST 1269.20 FEET TO A POINT ON THE EAST LINE OF A 75 FEET WIDE STRIP OF LAND DESCRIBED IN BOOK 8780, PAGE 1743 OF SAID RECORDS; THENCE ALONG THE EAST LINE OF SAID 75 FEET WIDE STRIP OF LAND, SOUTH 00 DEGREES 18 MINUTES 35 SECONDS WEST 628.96 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 64; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF MISSOURI INTERSTATE HIGHWAY 64, NORTH 70 DEGREES 29 MINUTES 47 SECONDS WEST 79.41 FEET TO A POINT ON THE EAST LINE OF THE AFORESAID LOT "8" OF "PRESERVATION PARK BOUNDARY ADJUSTMENT PLAT", THENCE ALONG WEST LINE OF SAID LOT "8", NORTH 00 DEGREES 18 MINUTES 35 SECONDS EAST 602.66 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.260 ACRES MORE OR LESS.

Section 2: The Conditional Use Permit granted pursuant to Missouri Baptist University for the stadium athletic field lighting shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Applicant is required to submit a Building Permit, as required by Article II of the Building Code, for the field lighting structures.
2. Athletic field lighting around the football/soccer field in the southwest portion of the campus shall be in substantial compliance with the Lighting System and photometric plan submitted in conjunction with Application #18-044 by Musco Lighting, subject to the following:
 - i. No more than two, one hundred (100') high lighting standards and two, ninety foot (90') high lighting standards as presented with Application #18-0044 may be installed.
 - ii. The field lighting may be used only for games and practices as designated on the

BILL NO. _____

ORDINANCE NO. _____

attached schedule (**Exhibit A: Table of the Field Lighting Needs**)

- iii. The field lighting may not be used after 10 p.m. The Zoning Administrator may approve an adjustment to the scheduled for special events, or should the teams make a playoff, based upon the written request by the University prior to the specific need.
- 3. Any future enlargement, extension, expansion or alteration in the use of the structures must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
- 4. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
- 5. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2018.

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2018.

BARRY GLANTZ
MAYOR

BILL NO. _____

ORDINANCE NO. _____

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Attachment: 18-044.Athletic Field Stadium Lighting.Draft Ordinance.11-19-2018 (#18-044: MBU Stadium CUP and SDP)



city of

CREVE COEUR

7.2.a

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION #18-045: MASTER SIGN PLAN FOR BAYER (FORMER MONSANTO) CROP SCIENCE CAMPUS AT 800 N LINDBERGH BOULEVARD AND 10300 OLIVE BOULEVARD

FOR THE MEETING OF: Monday, November 19, 2018.

LOCATION: 800 N Lindbergh Blvd and 10300 Olive Blvd, Zoned RO-
Research Office District

REQUEST: Mari Sheedlo, of Priority Sign Inc., on behalf of Bayer, has submitted an application for a master sign plan, pursuant to Section 405.955: Master Sign Plans for the Creve Coeur Campus at 800 N Lindbergh Boulevard and 10300 Olive Boulevard. The proposal would allow for replacement monument signs along Olive Boulevard, Lindbergh Boulevard, and N. Warson Road, and internal signs throughout the campus.

ADDITIONAL INFORMATION: Section 405.955: Master sign plans allow the City Council the flexibility to approve additional signs for planned developments and large campus developments of three or more buildings with a minimum of ten acres not separated by a major thoroughfare, (such as Olive and Lindbergh Boulevard), subject to certain requirements and conditions. The East campus of 800 N. Lindbergh Boulevard is 151.2 acres and the West Campus is 95.75 acres. Each side qualifies for a Master Sign Plan. Therefore, Staff is combining both East and West areas into one overall plan.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?
- Does the request meet the requirements for a Master Sign Plan approval?

Creve Coeur 2030 Plan References

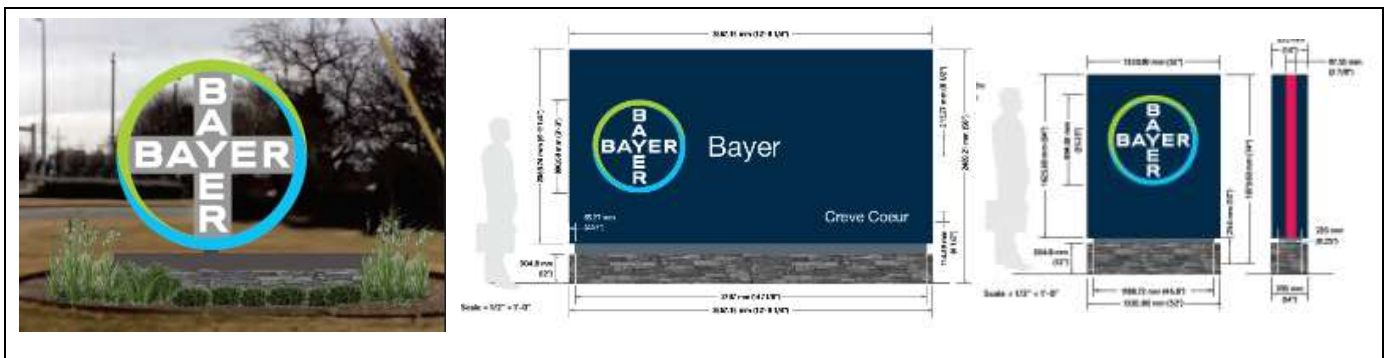
- Mixed-Use Innovation Campus District (MUIC)

Zoning Code References

- Section 405.330: RO-Research Office District
- Section 405.955: Master Sign Plans

APPLICANT: Sven Theobald
100 Bayer Boulevard
Whippany, NJ 07981

APPLICANT'S REPRESENTATIVE: Mari Sheedlo
Priority Sign Inc.
837 Riverfront Drive
Sheboygan, WI 53081



REPORT PREPARED BY: Whitney Kelly, AICP, City Planner

DATE: 11/14/2018

ATTACHMENTS: Applicants materials submitted October 22, 2018
Draft Ordinance

Attachment: 18-045. Staff Report.11-19-2018 (#18-045: Bayer Master Sign Plan)

BACKGROUND AND MASTER SIGN PLAN PROPOSAL

Originally established in 1957 for Monsanto, the campus is located south of Olive Boulevard and separated by Lindbergh Boulevard. It is now Bayer's Crop Science Division. The east portion of the Campus is 151.2 acres, and the portion west of Lindbergh Boulevard is 95.75 acres. The Monsanto signs were pre-existing non-conforming with no Master Sign Plan in place. In early 2018, with the Bayer buyout of Monsanto, the existing signs were temporarily covered until a new sign package of permanent signs could be developed for the Campus under the Master Sign Plan provision. Bayer is seeking to replace the existing ground monument signs at each of the entrances along Lindbergh Boulevard, Olive Boulevard, and N. Warson Road, as well as providing for new directional signs throughout both the east and west campus areas.



Figure 1: Close-up of Site Plan for east area of Bayer's Crop Science Division, Monument Signs

Proposed Ground Monument Signs-East & West Campus Area for Along Olive Boulevard, Lindbergh Boulevard, and N. Warson Road:

S1 and S2: The monument signs identified as S1 on the east and S2 on the west along Lindbergh Boulevard are each 85.9 square feet of sign area, with a total height of 8.17 feet tall and 12'-8 1/4" in width, with a depth of 12.5". The base includes a stacked stone to comply with other sections of the Sign Regulations that require at least a one foot brick or stone base. The signs will be internally illuminated and the raspberry colored strip on the side and top will also be illuminated, which is not normally found for general ground monument signs.

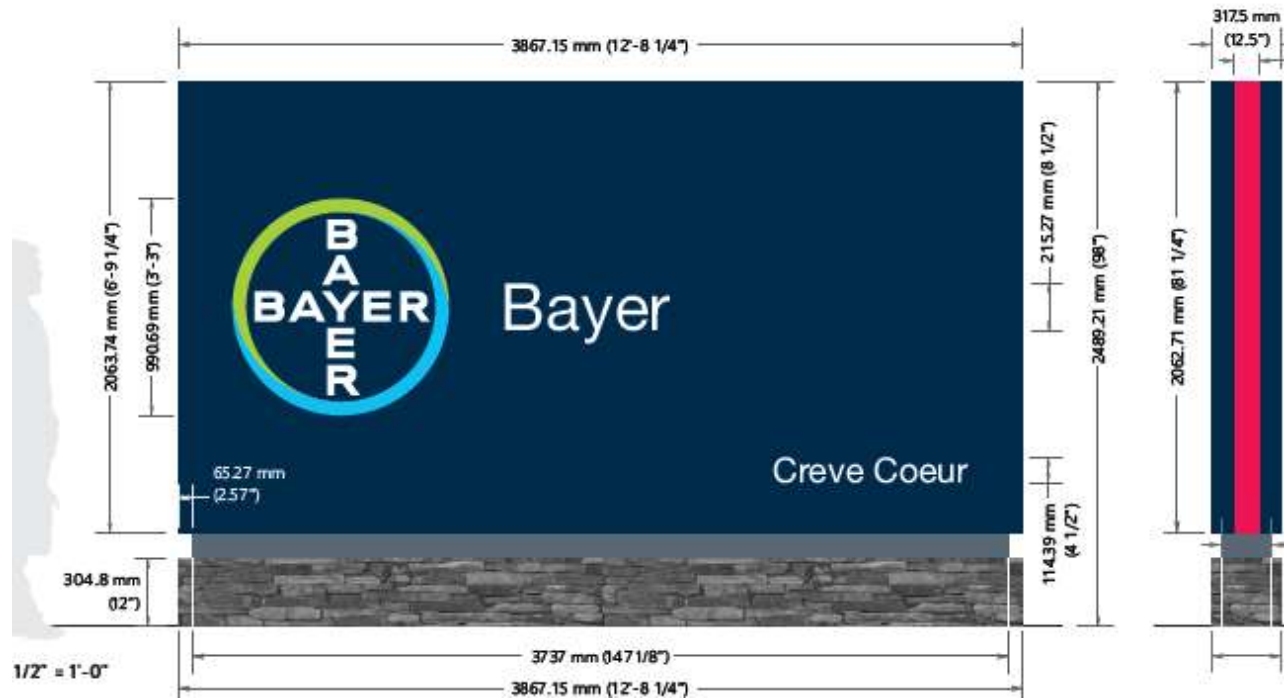


Figure 2: Close-up of S1 Sign along Lindbergh Boulevard



Figure 3: Close-up of the Illumination Photos of the proposed sign with the raspberry strip on the sides and top.

S3: The monument sign identified as S3 along Olive Boulevard west of Lindbergh Blvd, will have a similar style and design, but with an overall height of 6.42 feet, width of 9.84 feet, a depth of 12.5", and an overall sign area of 51.68 square feet. The signs will be internally illuminated and the raspberry colored strip on the side and top will also be illuminated.

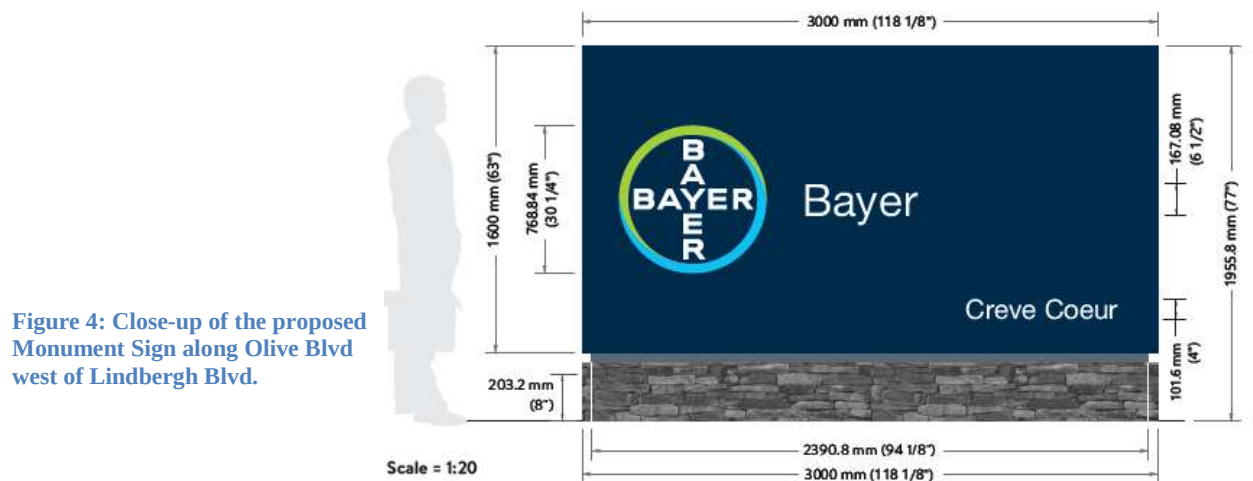


Figure 4: Close-up of the proposed Monument Sign along Olive Blvd west of Lindbergh Blvd.

S4: The monument sign identified as S4 along Olive Boulevard East of Lindbergh Blvd, a an internally illuminated, open 98.43" diameter circle Bayer Signs with, a sign area of 52.78 square feet, an overall height of 10.34 feet in height, with the one foot stone base.

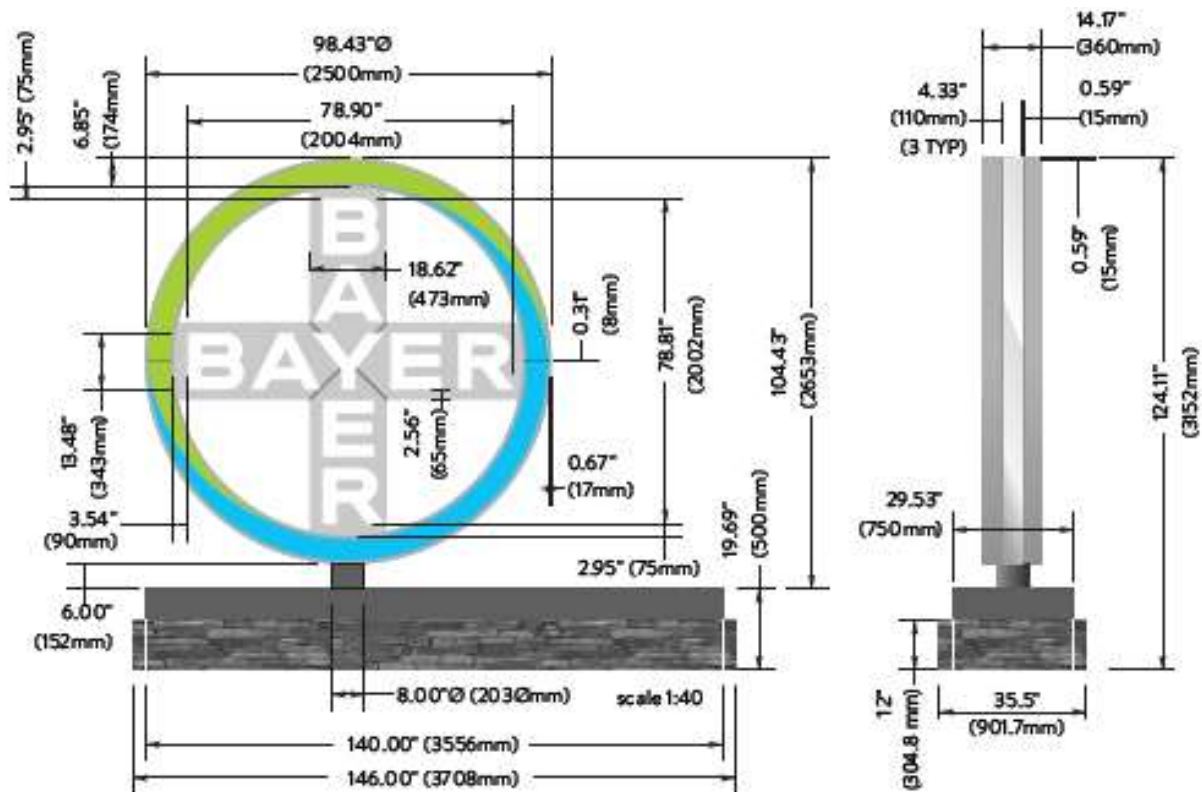


Figure 5: Olive Monument Sign east of Lindbergh Boulevard, identified as S4



Figure 6: Close-up of the Illumination photos of night views.

S5 and S6: The monument signs identified as S5 and S6 along N. Warson Road are both the same size with a sign area of 28.08 square feet, with an overall height of 6.5 feet, with the one foot stone base, and an overall width of 4.33 feet and a depth of 14". Both signs area internally illuminated with the raspberry strip on the sides and top.

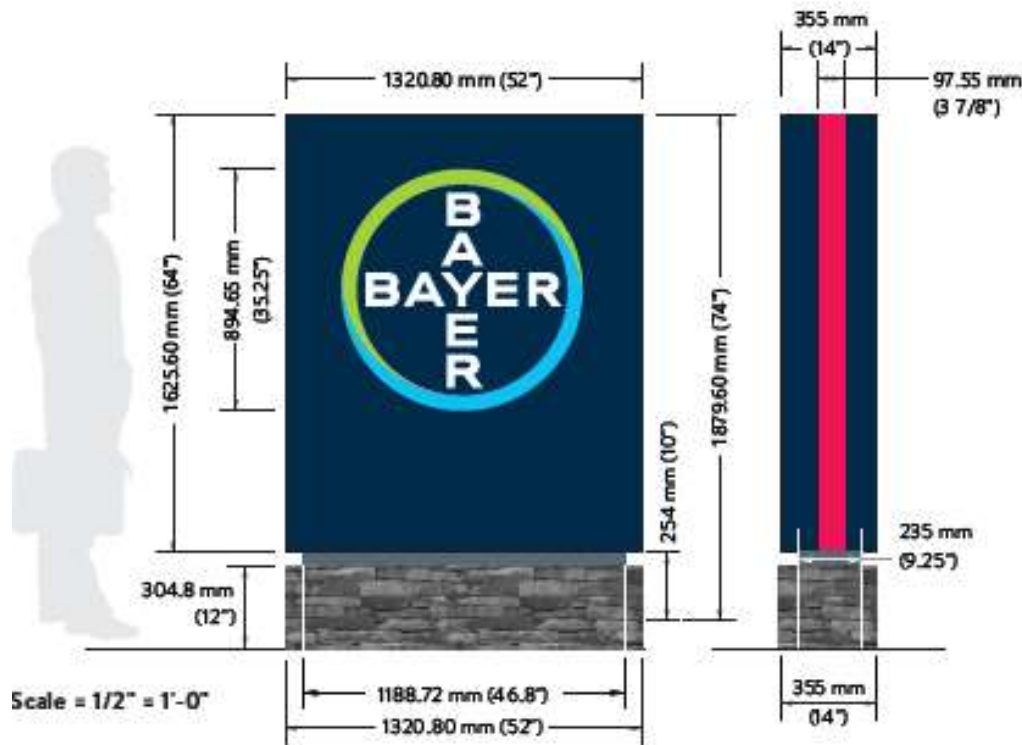


Figure 7: Close-up of the proposed monument signs along N. Warson, Identified as S5 and S6.

S70 New Welcome Sign: The proposal also includes a new Post and Panel Sign within the median of the entrance drive from Olive Boulevard, that is 4 feet in height and 5.6 feet in width, with a total sign area of 11.69 Square feet. This new sign is in the same style of the replacement directional signs that are internal to the campus, discussed further below.

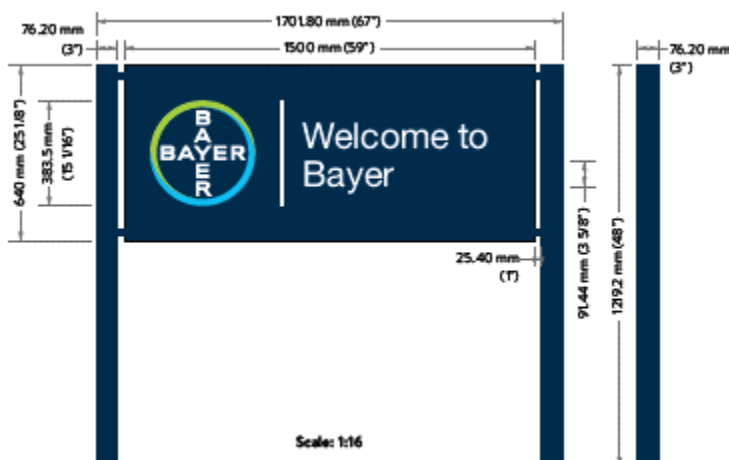


Figure 8: Close-up of new Welcome Post and Panel Sign



4-Sided Building ID Signs: The proposal includes replacing the internal ground monument Building ID Signs for both the east and west campus areas identified as S7-S11 for the east, S12-13 for the west, and S14-S15 on the east, have an overall height of 8.17 feet tall and 28 inch square, with a sign area of 2.33 square feet:

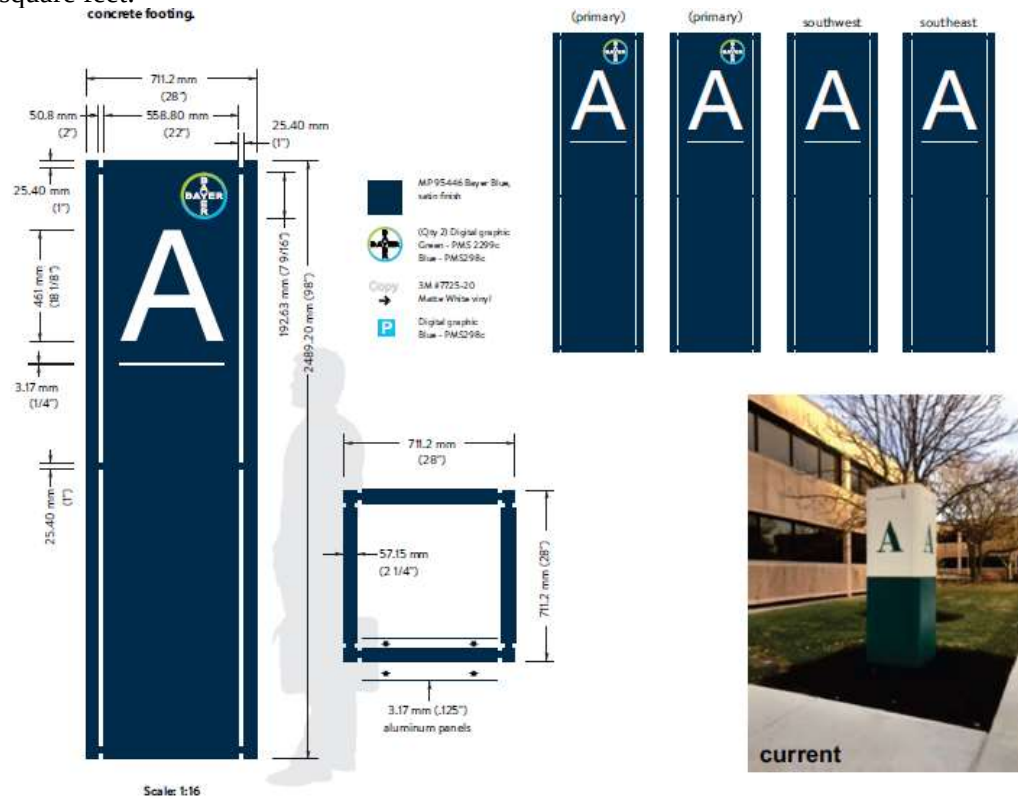


Figure 9: Close-up of the sample 4 Sided Building ID Signs internal to Campus

Signs identified as S16 on the west, and S17-S20 on the east are similar in style with an overall height of 4.42 feet, and 28 inch square base.

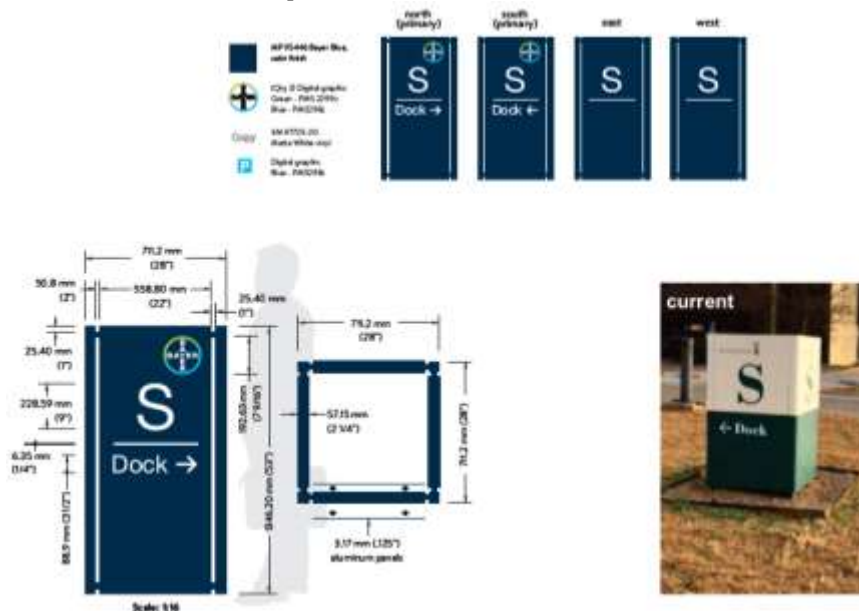


Figure 10: Close-up of the sample 4 Sided Building ID Signs internal to Campus

Replacement Post and Panel Building Signs and Directional Signs: The remaining building signs include replacement of the existing, non-illuminated post and panel building signs and directional signs throughout the campus that all have similar dimensions and style, with a sign area of 11.34 square feet, and an overall height of 48". These are identified as S21, S23-29 for the building signs, and S39-S55 for the directional signs, on the east campus area, and S22 on the west campus area.

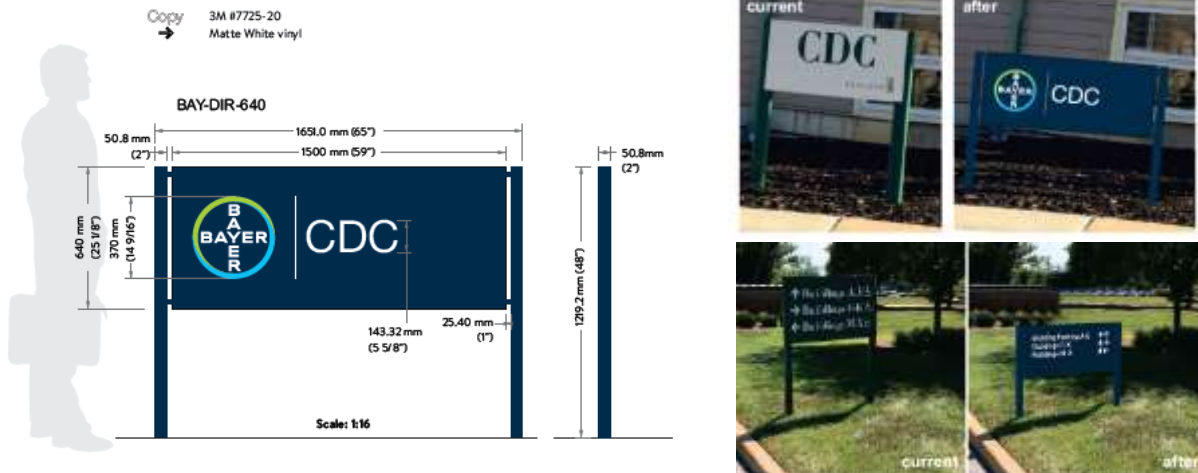


Figure 11: Close-up of the sample Replacement Post and Panel Signs and Building Signs throughout the campus.

Additionally, similar signs on the west campus are those identified as S30-S30 (S32 includes a quantity of two signs) which are similar in height, but have a sign area of 12.27 square feet for the west campus area.

Parking and Regulatory Signs: There are a number of parking and regulatory signs throughout both the east and west campus area that are 3.47 square feet, identified as S56 for a quantity of 10 on the east campus, and a quantity of 13 on the west campus, S57 for quantity of 7 on the east campus and 13 on the west, S58-S62, and S63 (quantity of 6 on the east campus), and S64 (quantity of 4 on the east and 3 on the west).



Figure 12: Sample Regulatory Signs internal to Campus

Replacement Wall Signs, S65 and S67: The Replacement Wall Signs include one for Research Lab that is 36 square feet, and One for the V Annex building that is 5.02 square feet on the east campus, and replacement canopy sign on the west campus.

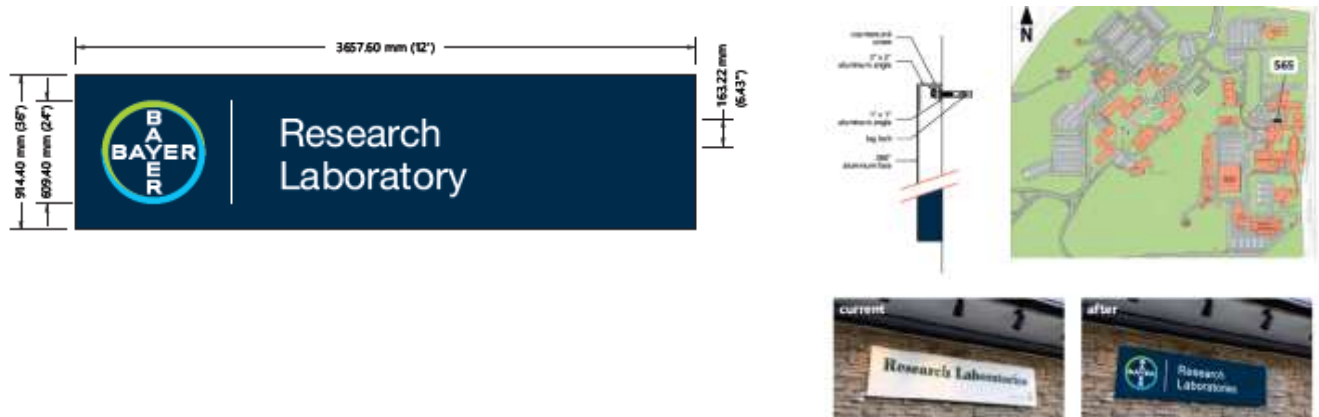


Figure 13: Close-up of the Wall Sign Identified as S65



Figure 14: Replacement Canopy Sign Identified as S66 on the west campus area

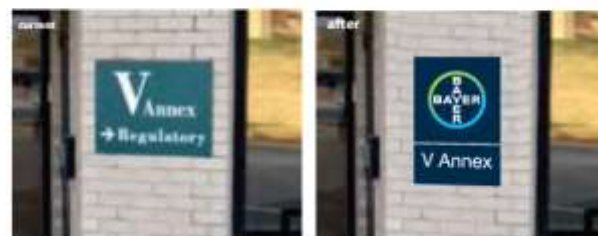
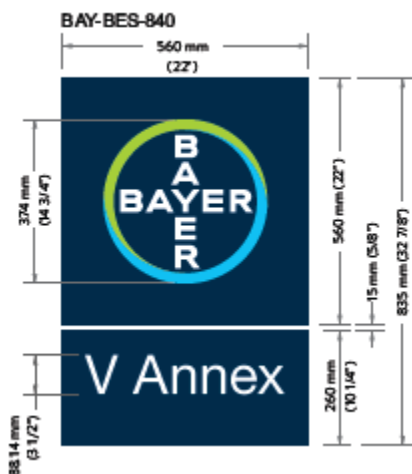


Figure 15: Close-up of replacement Wall Sign Identified S67

S68: A similar style sign as the Monument Sign along Olive Boulevard will be located internal to the campus near the Main Admin building that has an overall height of 11'-8 7/8" and a 120" diameter, depth of 19.89" and a sign area of 78.5 square feet.

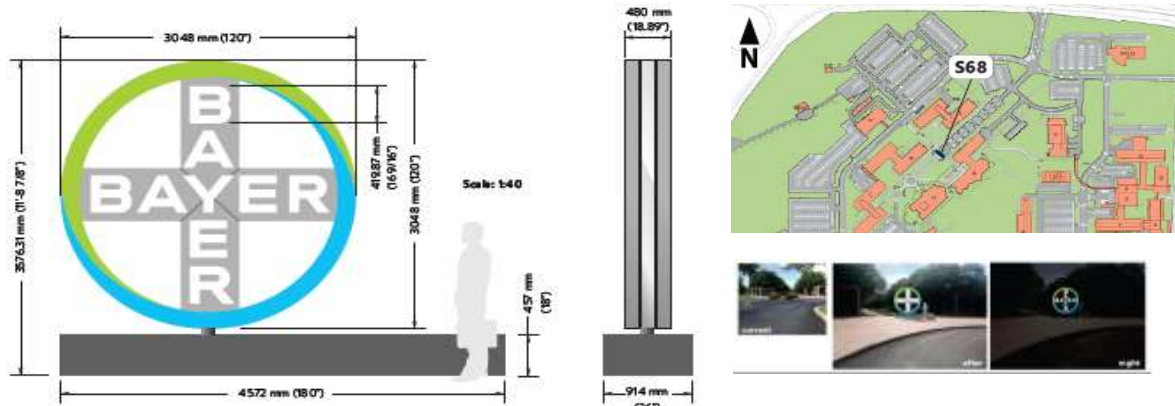


Figure 16: close up of the proposed new monument sign identified as S68 similar in style to the monument sign along Olive Blvd east of Lindbergh Boulevard.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial / Retail / Condominium / Office Danforth Plant Science Center	GC-General Commercial, CB-Core Business, AR-Attached Single Family Residential, RO-Research Office	Olive Boulevard
South	Office (along Lindbergh) / Residential	GC- General Commercial / A & B Single Family Residential	N/A
East	Stacy Park / Residential	Olivette / C Single Family Residential	N. Warson Road
West	Retail / Residential	GC- General Commercial / C & B Single Family Residential	NA



Figure 17: GIS Image of area indicating the various zoning of surrounding properties.

CREVE COEUR 2030 COMPREHENSIVE PLAN REVIEW

The subject property is included in the Mixed-Use Innovation Campus District (MUIC) place type, and the 39N Master Plan. The MUIC is intended for the development of office, laboratory, institutional, and research buildings for the biotech industry, supported by diverse housing options, active uses and other community amenities (p. 96). The Signage Recommendations for the Primary and Secondary Streets encourages wall signage, however, consideration should be given to allow monument signs for multi-tenant, multi-use development on larger properties at the primary entrances to the shared parking facility (p. 99). Staff finds that the Bayer Campus, while within the MUIC District, is more of an institutional use as a single property owner/user of a large site that is setback from the property lines, and “green edge” landscape zone to protect from potential negative impacts of non-residential land uses while allowing flexibility on the interior of the site (p.109-110). Thus, it has limited wall signs and requires more directional and monument signs, than originally provided for elsewhere in the MUIC District.

The Design Guidelines offer further guidance in reviewing signs, by recommending that sign plans include a consistency of materials, siting, and design. Specifically, all signs are to be architecturally integrated and complement their surroundings in terms of size, shape, color, texture and lighting. Signs are to complement the overall design of the building and are not to be designed to be in visual competition with other signs in the area. New signs proposed for existing buildings should provide a compatible appearance with other building signage. Where no sign program exists there should be an attempt to bring in a unifying element (such as size). (Chapter 5, page 17). The proposed signs are well-designed in similar style and use of materials, and limited to within the campus and generally away from the residential areas. The sign closest to any residence is S6 along N Warson Road at the south entrance, across from the Emanuel Lutheran Cemetery. However, it is only approximately 28 square feet of sign area and the existing sign is approximately 120 feet from the property line of the closest lot used as a residence. Therefore, Staff finds that the proposed signage is in keeping with the Design Guidelines and the Comprehensive Plan, and should not have a negative impact to the adjacent residents.

ZONING CODE REVIEW

All signs within the City are regulated under Article VIII of the Zoning Ordinance. The purpose of the Sign Regulations is to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic appearance of the City and to facilitate and improve pedestrian and vehicular traffic safety, and to lessen confusion and visual clutter caused by a proliferation of signs competing for attention.

As discussed above for large campuses, the Sign Regulations allow for flexibility through the approval of a comprehensive sign package that creates an overall identity for the campus, where all signs are compatible in theme, quality, and character with the surrounding area, per the Master Sign Plan provision under Section 405.955 below:

Section 405.955. Master Signage Plans.

- A. *In keeping with the intent to allow flexibility in the design of planned developments and large campus development of contiguous multi-acre areas, not separated by major highways or public right-of-ways (i.e., Olive Boulevard), the following options may be available for signs accessory to uses in non-residential district properties of campus developments of three (3) or more multiple buildings with a minimum of ten (10) acres, HE Higher Education District, and residentially zoned institutions (schools and places of worship with a minimum tract area of twenty (20) acres).*
 1. *As an alternative to what would otherwise be allowed, signs may be permitted in accordance with a Comprehensive Plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council following a public hearing conducted in accordance with the provisions of Sections 405.1060(D)(3) and 405.1120 of the Zoning Code. The Comprehensive Plan of signage shall show the*

location, size, height and extent of all proposed signs. In addition, the geographic limits of the area to be covered by the Comprehensive Plan of signage must be shown.

2. *Any application submitted pursuant to Subsection (A)(1) above may be made by any property owner, owner of an easement, lessee, contract purchaser or their agent. Such application shall be accompanied by a statement setting forth the names of the record owners of the properties upon which such signs are proposed to be located and the notarized agreement of each record owner to the placement of such signs on their property. When an application requests permission to erect a sign on property owned by someone other than the applicant, then such application shall be accompanied by a written and notarized statement signed by the record owners of such properties which indicates their endorsement of the application.*
3. *The above-cited signage options shall be exercised in accordance with the standards for all planned developments as set forth in Section 405.1080. All proposed signs shall be reviewed based on the following criteria:*
 - a. *Proposed signs are consistent with the purpose of this Article.*
 - b. *Proposed signs are compatible with the theme, visual quality, and overall character of the surrounding area.*
 - c. *Proposed signs are in scale and harmonious with the development and shall be so located and sized as to ensure convenience to the visitor, user or occupant of the development while not adding to street clutter or otherwise detracting from the planned unit nature of the development and the purposes of architectural and urban design elements.*
4. *The Zoning Administrator may approve minor changes to an approved master sign plan which he determines to be consistent with the scope and intent of such plan.*

The proposed Master Sign Plan for Bayer is largely consistent with the intent of the Sign Regulations, where the campus monument signs are limited to Olive Boulevard and Lindbergh Boulevard, with smaller monument signs at the entrances along N. Warson Road. All of the signs represent a similar style and design, and will not add to the overall clutter of Olive and Lindbergh Boulevards given the large campus setting of both the east and west campus areas. The remaining signs are all internal to the campus with a similar design and aesthetic, as well having directional and traffic safety purposes. Therefore, Staff finds that the signs are in keeping with the overall Sign Regulations, and in keeping with the purpose and intent of the Master Sign Plan provision.

Staff has included a condition that the monument signs shall be setback at least fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way, to be consistent with the regulations regarding monument signs elsewhere in the Ordinance. The proposal also indicates that a final landscape plan for the bases of the monument signs along the public right-of-way will be submitted with the sign permit. Therefore, Staff has included a condition of approval that a more detailed landscape plan shall be submitted for each monument sign that is consistent with the requirements elsewhere in the Sign Regulations of 2.5 times landscaped area for each square foot of sign area, per side, and to include a mix of native plantings consistent with the landscaping design set out in the 39N Master Plan, for the Zoning Administrator's approval.

FORM OF THE DRAFT ORDINANCE

The draft ordinance contains the following customary conditions that primarily ensure adherence to proposed plan:

- The Applicant shall follow the Master Signage Plan received October 22, 2018 for all new or altered signage on the campus, as approved by the City of Creve Coeur, except as modified below. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.

- The Applicant shall submit sign permits for the proposed new signs referred to in the Master Sign Plan. The monument signs shall be setback at least fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.
- The Applicant shall provide a more detailed landscape plan for each monument sign that is consistent with the requirements elsewhere in the Sign Regulations of 2.5 times landscaped area for each square foot of sign area, per side, and to include a mix of native plantings consistent with the landscaping design set out in the 39N Master Plan, for the Zoning Administrator's approval.
- Staff may authorize additional incidental signs that are in keeping with the overall character and purpose of the Master Sign Plan, provided that they are internal to the campus, and not visible from the public right-of-way, as provided under Section 405.955(A)(4).
- Permitted temporary banners are allowed as provided under Section 405.950(G)(2).

CONCLUSION AND ACTION

If the Planning and Zoning Commission finds that the Bayer Master Signage Plan for the East and West Campus areas is consistent with the purpose and requirements of Article VIII, a recommendation to the City Council for approval is necessary. Action on the proposal will come in the form of a recommendation of approval, approval with conditions, or denial. The following is an example of an appropriate motion for this application:

“I move to recommend approval of the Bayer Master Signage Plan for the East Campus and West Campus subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of November 19, 2018” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO

Bayer Campus at 800 N Lindbergh Blvd and 10300 Olive Blvd



City Limits

Parcels

November 5, 2018



Prepared By

HORNER SHIFFRIN

Attachment: 18-045. Staff Report.11-19-2018 (#18-045: Bayer Master Sign Plan)



Creve Coeur East Proposed Site Branding

Site: US212F01
City: Creve Coeur, MO
Address: 800 N. Lindbergh Blvd
Date: 10/01/2018

Monument Map

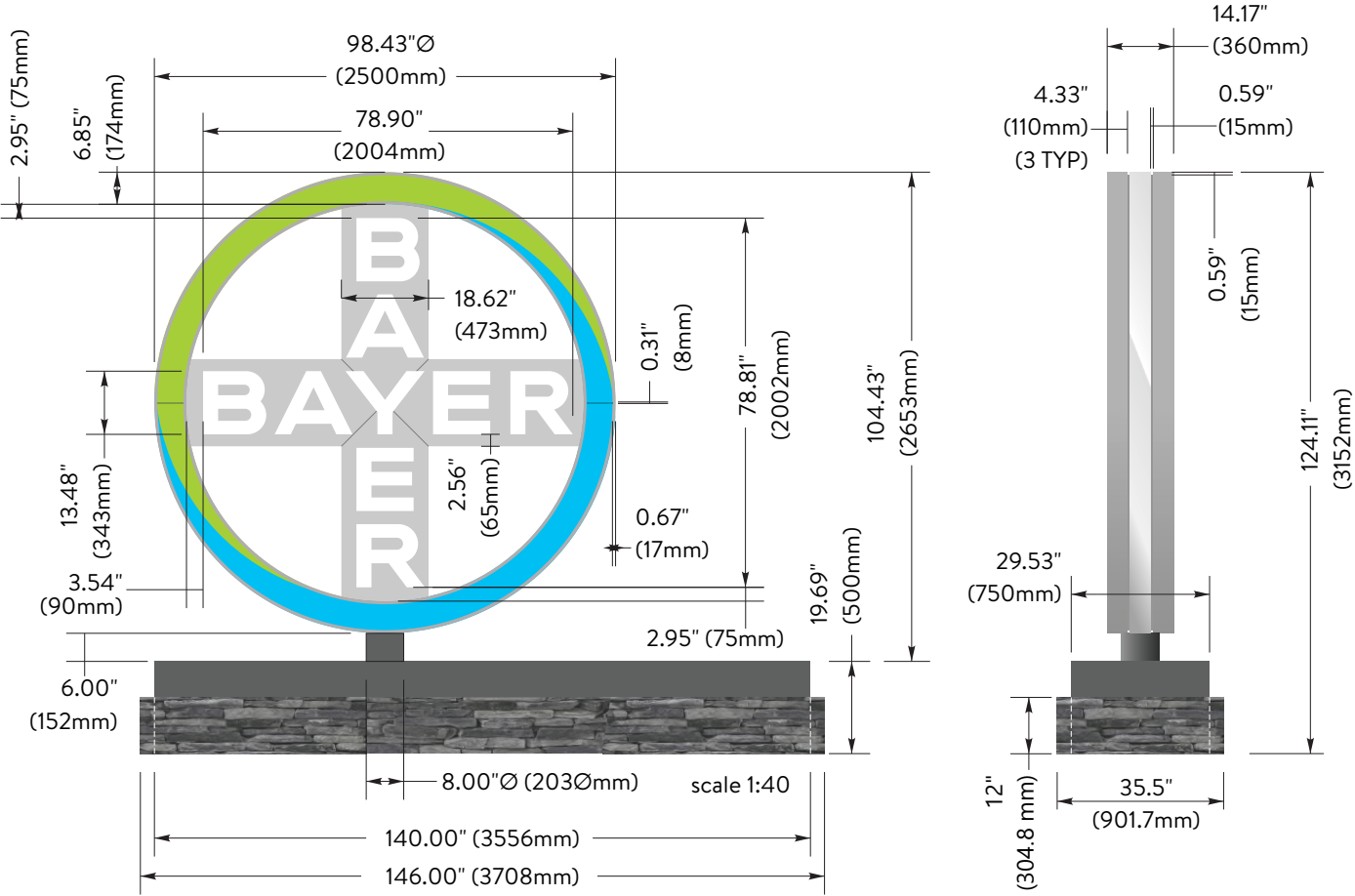


Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S4

Custom D/F Monument

Remove existing signage, footing and all external lighting fixtures. Install new D/F illuminated monument sign. Overall aluminum construction (see construction drawings for details).



Bayer Dark Blue	CMYK 80/33/0/80 Pantone 2380 C RAL 5011	White Aluminum	RAL 9006
Bayer Bright Blue	CMYK 71/0/0/0 Pantone 298 C	Basalt Gray	RAL 7012
Bayer Bright Green	CMYK 40/0/100/0 Pantone 2299 C	Gray Stone	-- actual landscaping plan will be submitted with permit package.



current temporary sign



after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S5

Custom D/F Monolith

Remove existing ground sign and replace with new D/F illuminated monument sign.

PAINT COLORS

MP 95446 Bayer Blue, satin finish

MP 08029 Iron Age, satin finish

VINYL COLORS

DIGITAL PRINT PMS2299C
-1st surface application-
3 hits (1st hit color, 2nd hit white, 3rd hit color)
on clear vinyl w/satin over-laminate

DIGITAL PRINT PMS298C
-1st surface application-
3 hits (1st hit color, 2nd hit white, 3rd hit color)
on clear vinyl w/satin over-laminate

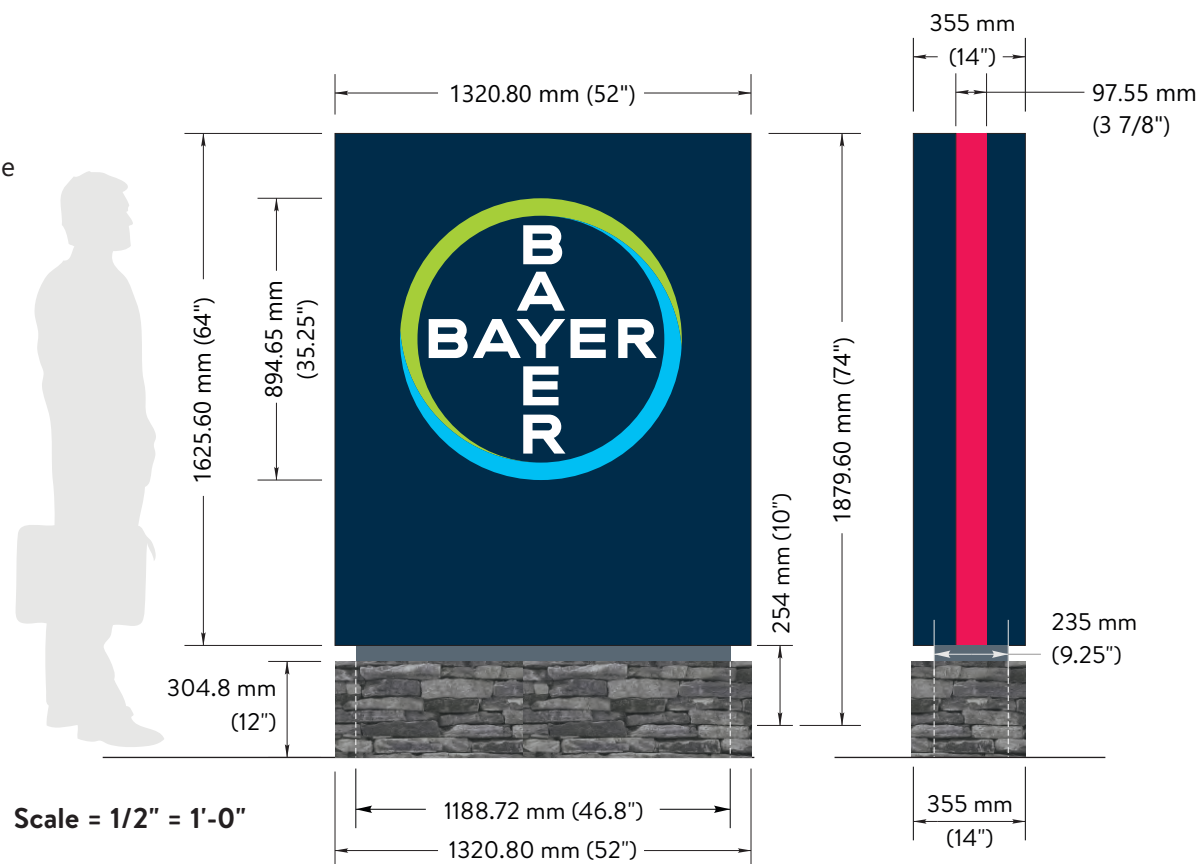
Avery #5528 Sharp Red
-1st surface application-

COPY
Routed and backed with #7328 white acrylic
ADDRESS (optional)
3M #7725-20 Matte White



Gray Stone

 -- actual landscaping plan will be submitted with permit package.



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)



Revisions:	Revisions:	Revisions:
X	X	X
X	X	X
X	X	X

File Location: STND ____
Drive/Clients/ CSTM ____

☐ AS ☐ CR ☒ EN

Date: 10-01-18

Designer: JAB PM: MS

City/State: Creve Couer, MO

Address: 800 North Lindbergh Blvd

Drawing #	C58827
OE #	Packet Pg

S6

Custom D/F Monolith

Remove existing ground sign and replace with new D/F illuminated monolith sign.

PAINT COLORS

- MP 95446 Bayer Blue, satin finish
- MP 08029 Iron Age, satin finish

FONTS

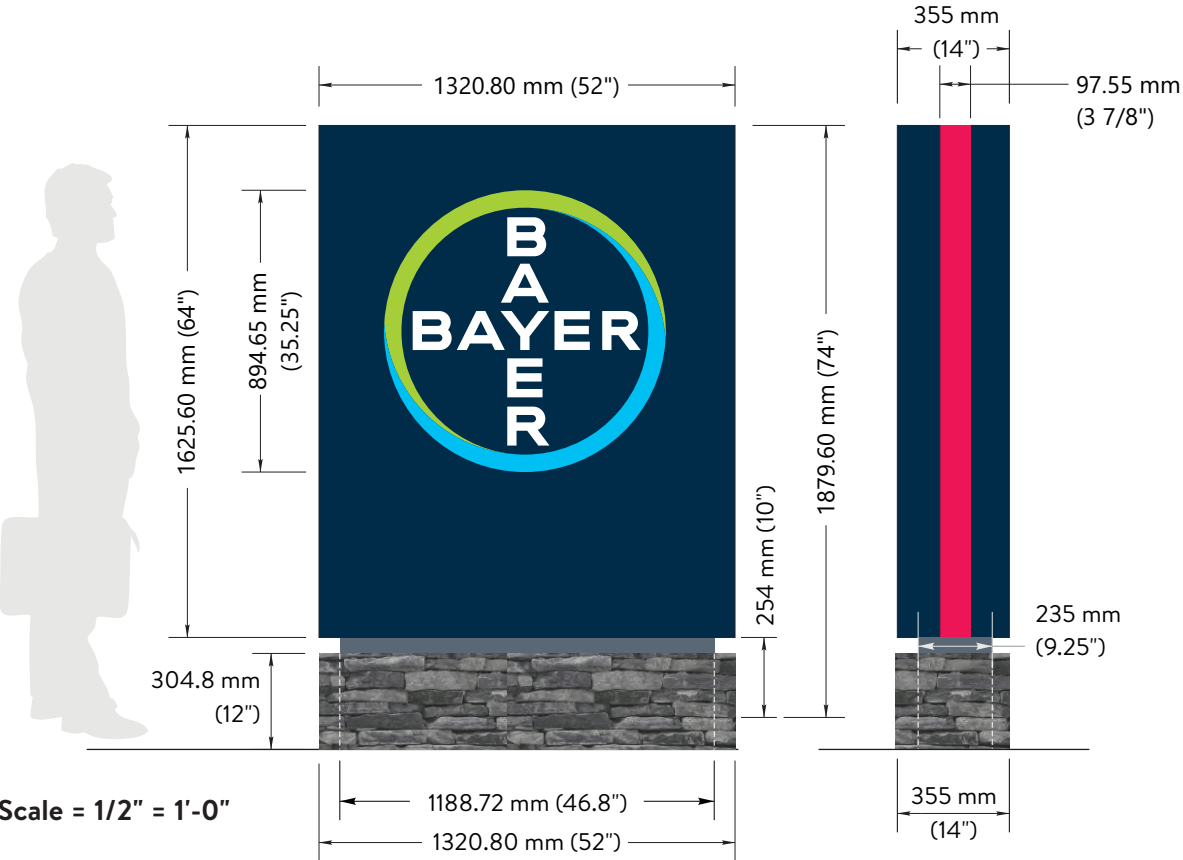
HelveticaNeueLT Std

VINYL COLORS

- DIGITAL PRINT PMS2299C
-1st surface application-
3 hits (1st hit color, 2nd hit white, 3rd hit color)
on clear vinyl w/satin over-laminate
- DIGITAL PRINT PMS298C
-1st surface application-
3 hits (1st hit color, 2nd hit white, 3rd hit color)
on clear vinyl w/satin over-laminate
- Avery #5528 Sharp Red
-1st surface application-
- COPY
Routed and backed with #7328 white acrylic
ADDRESS (optional)
3M #7725-20 Matte White



-- actual landscaping plan will be submitted with permit package.

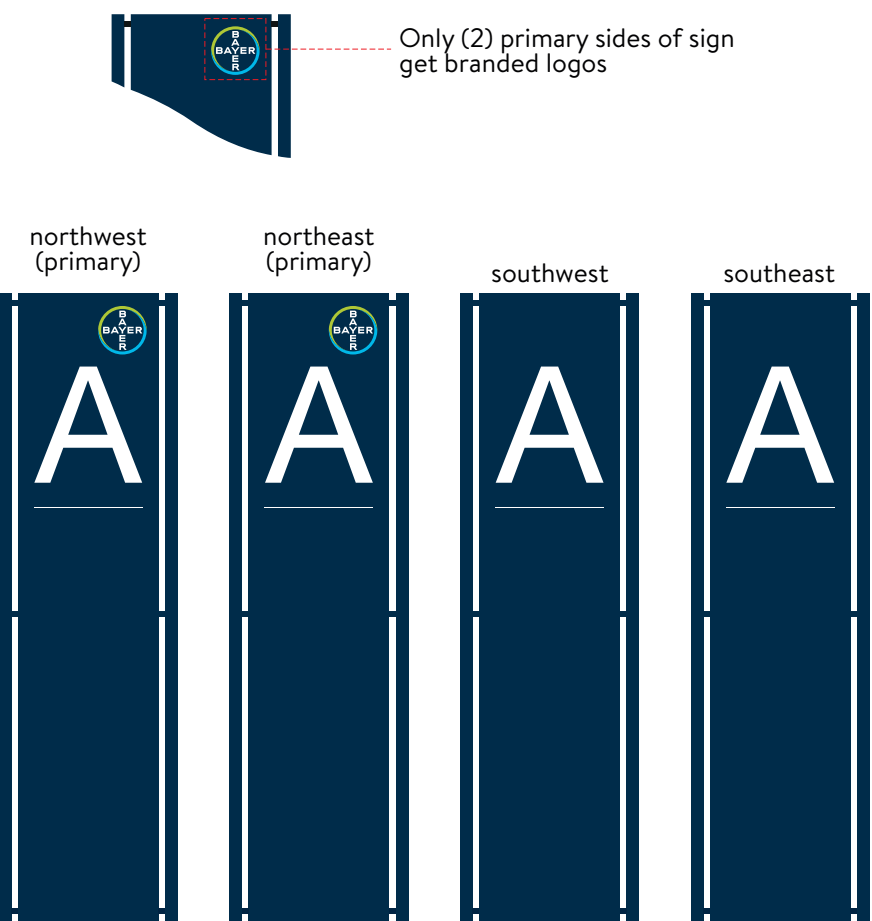
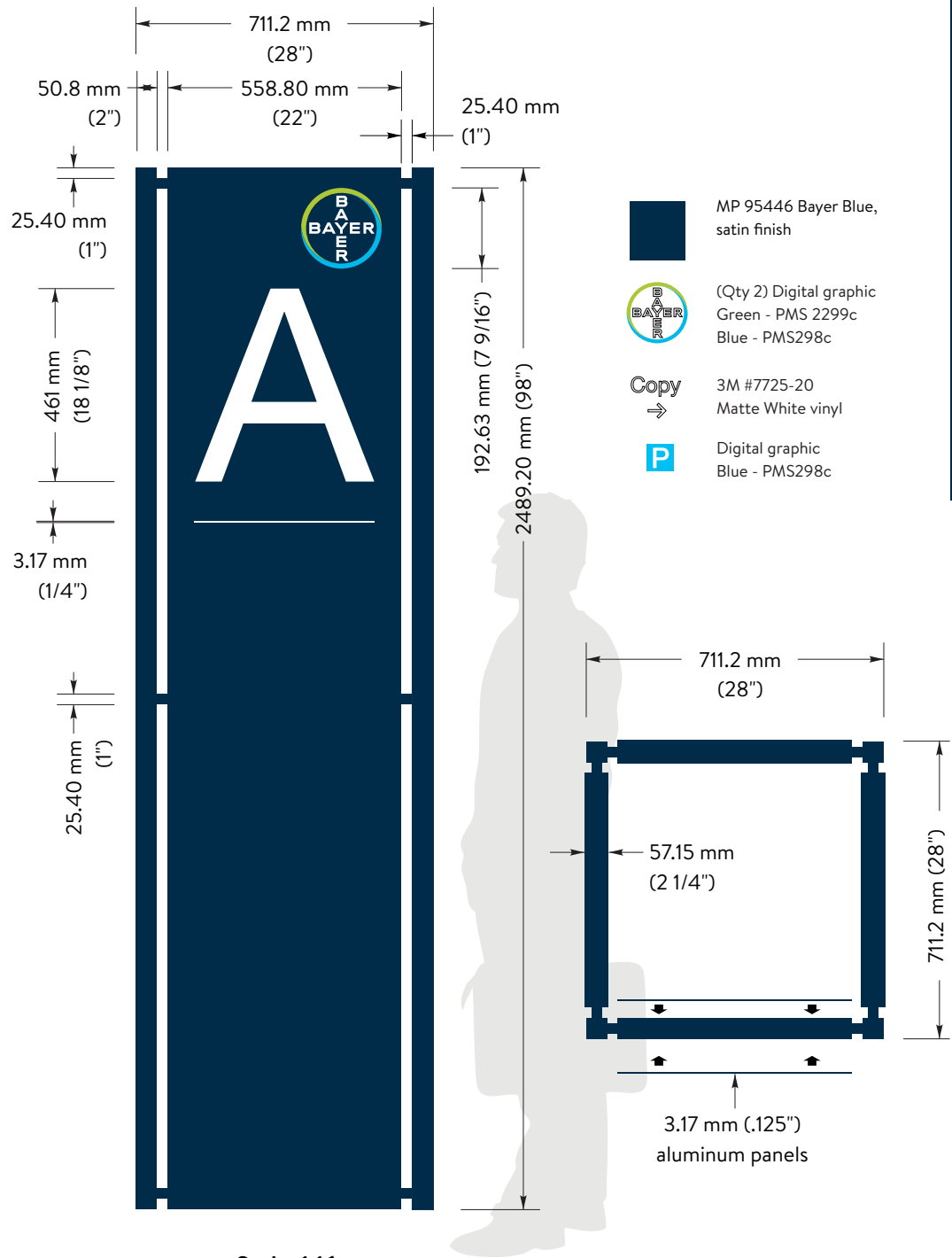


Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S7

4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details. **Tech survey required to determine install into existing concrete footing.**

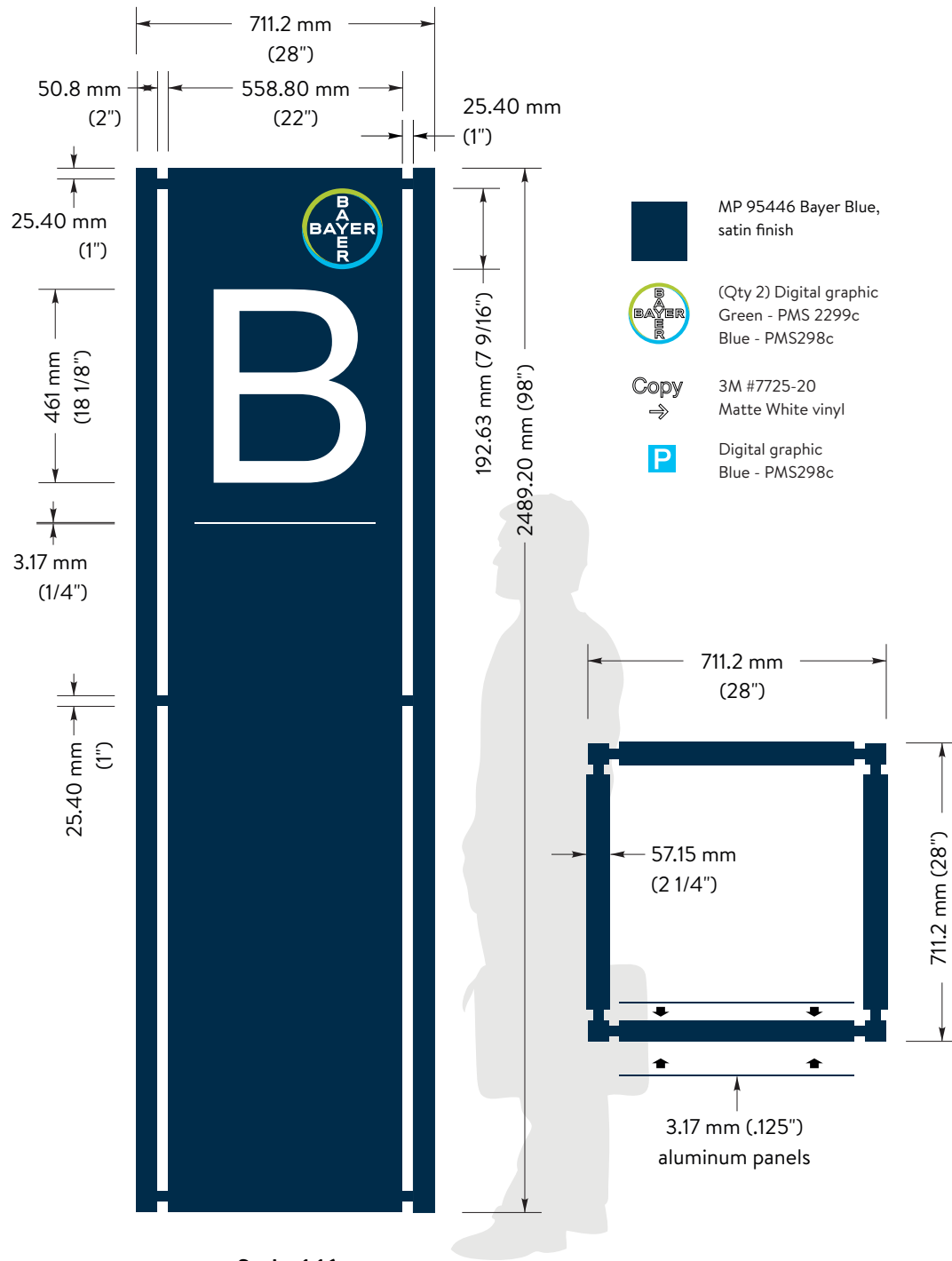


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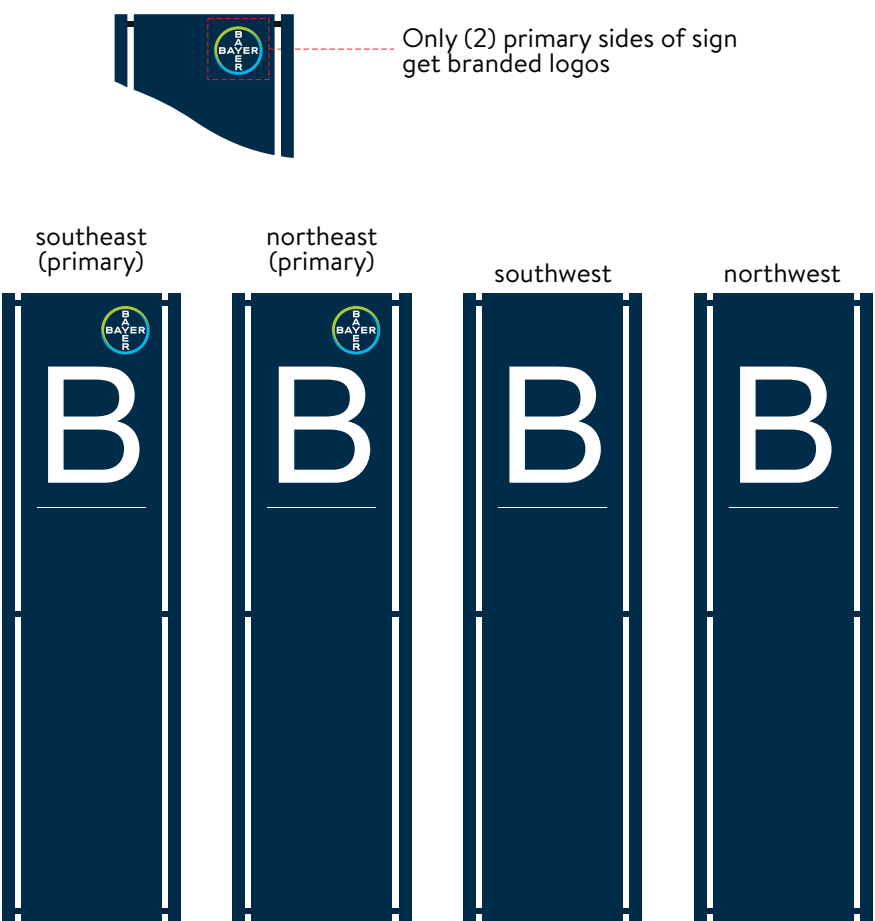
S8

4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details.
Tech survey required to determine install into existing concrete footing.



Scale: 1:16



current



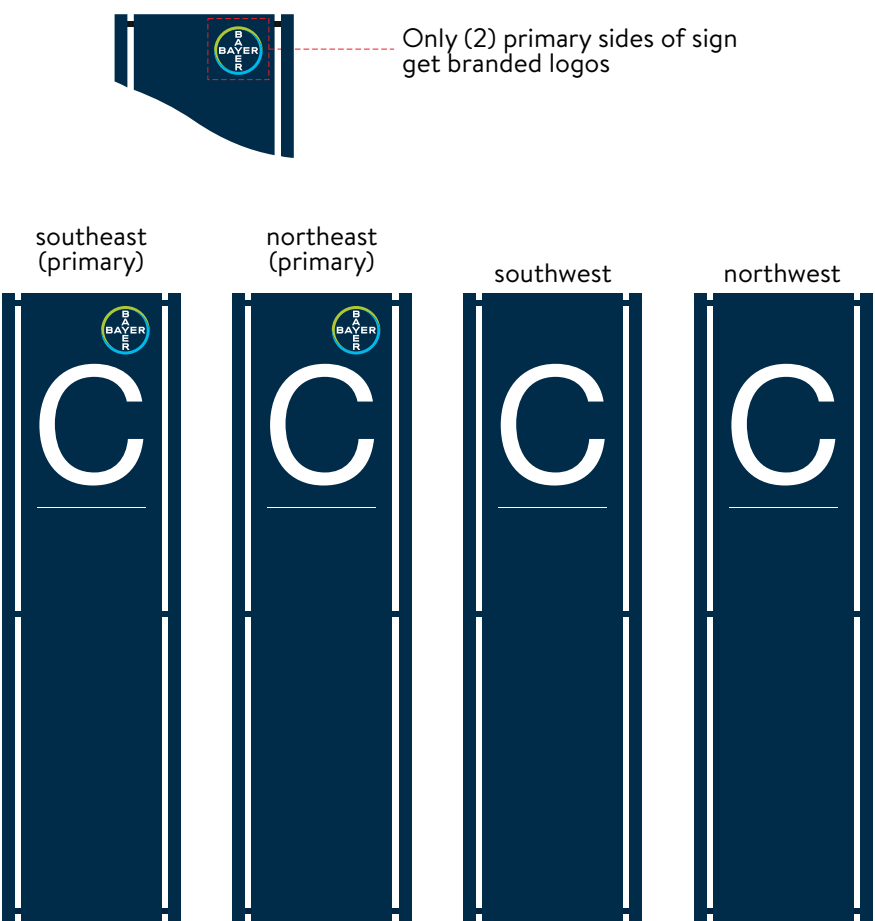
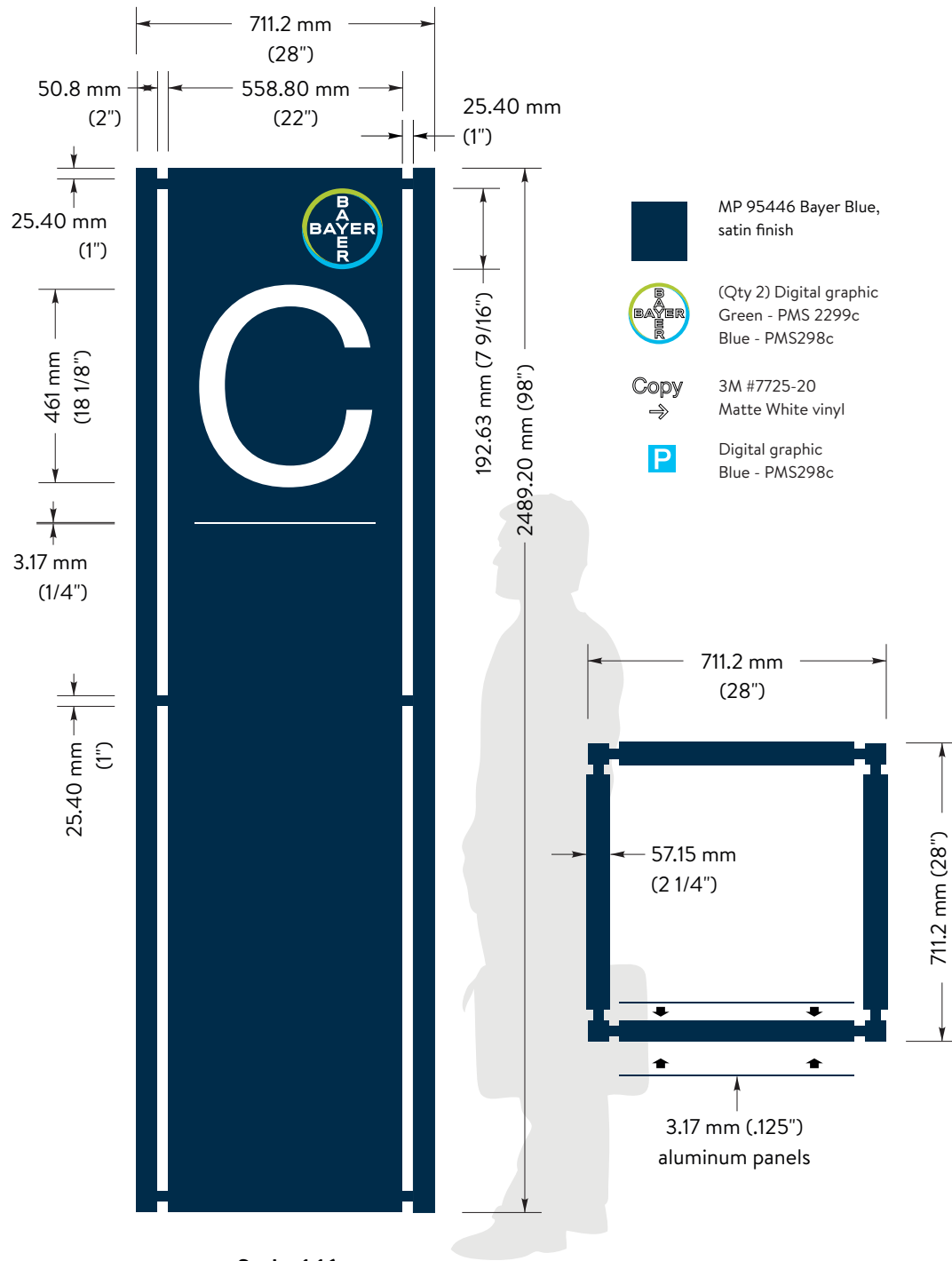
after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S9

4 Sided Building ID Sign

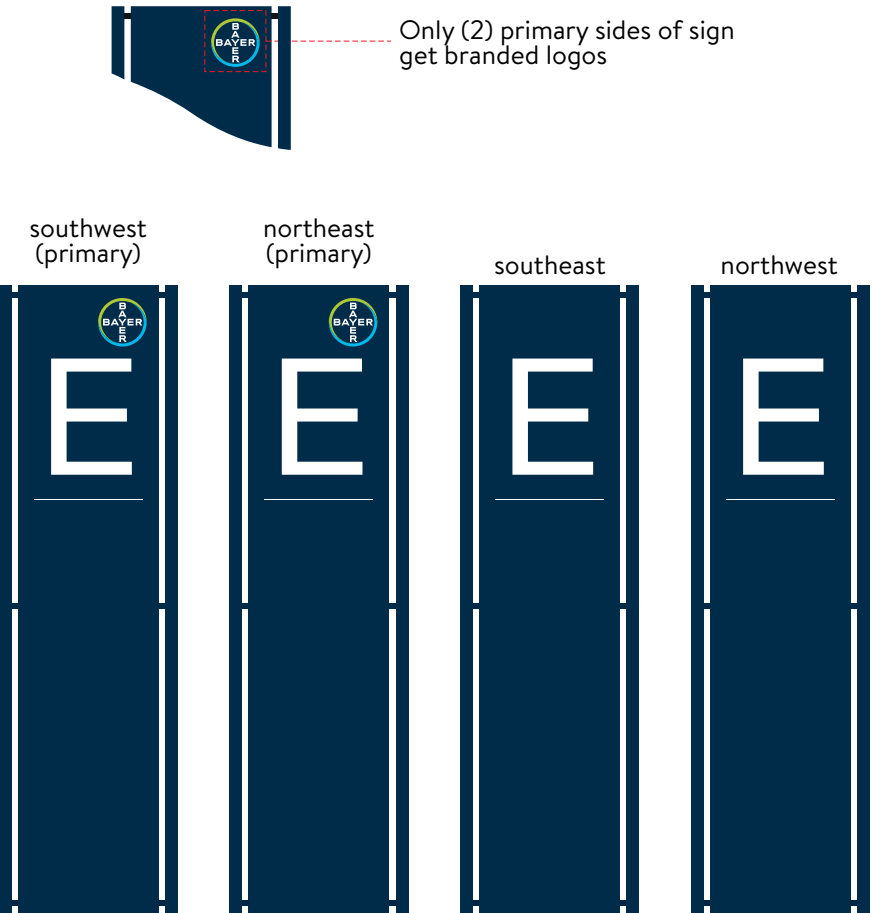
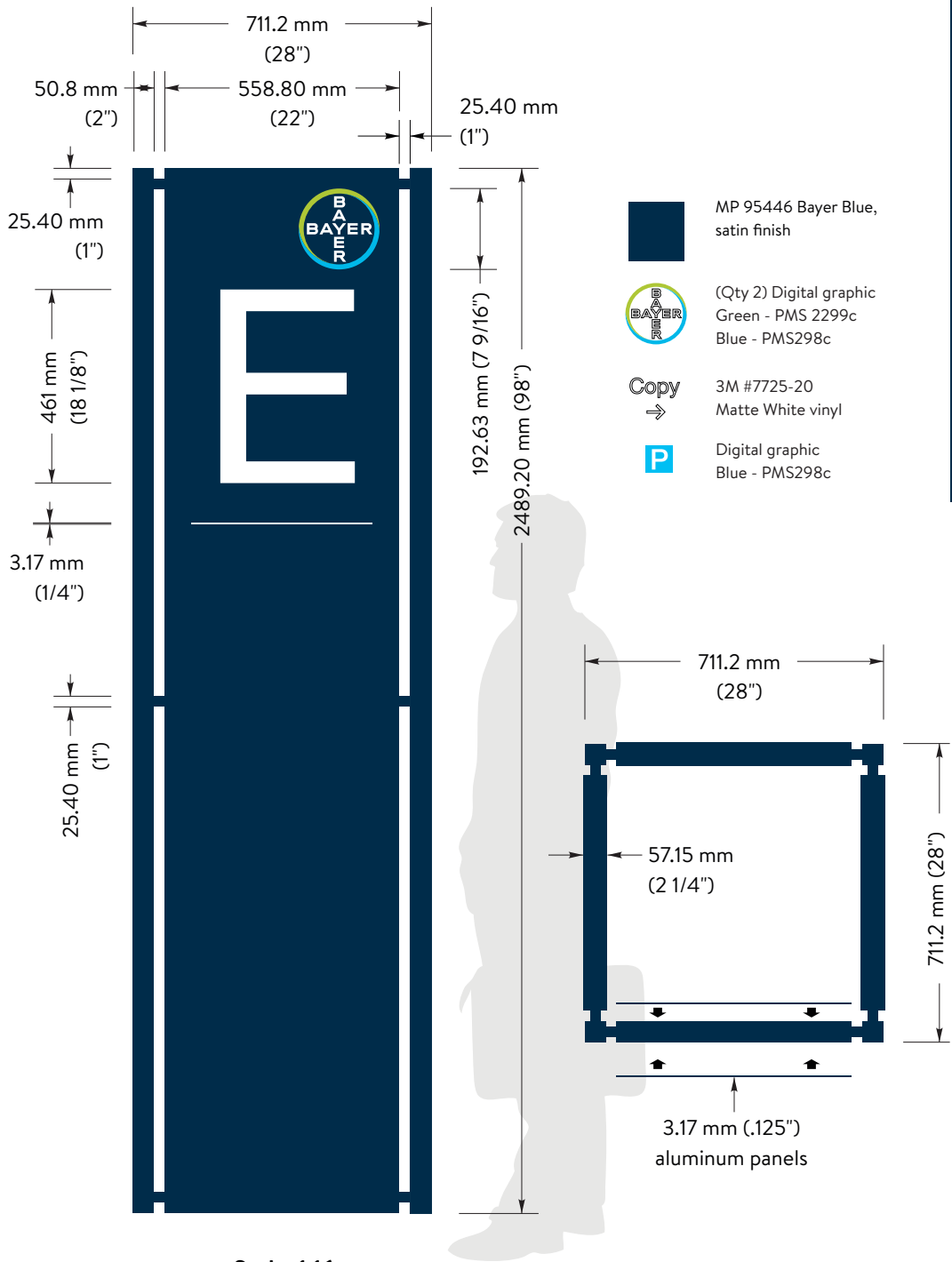
Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details. **Tech survey required to determine install into existing concrete footing.**



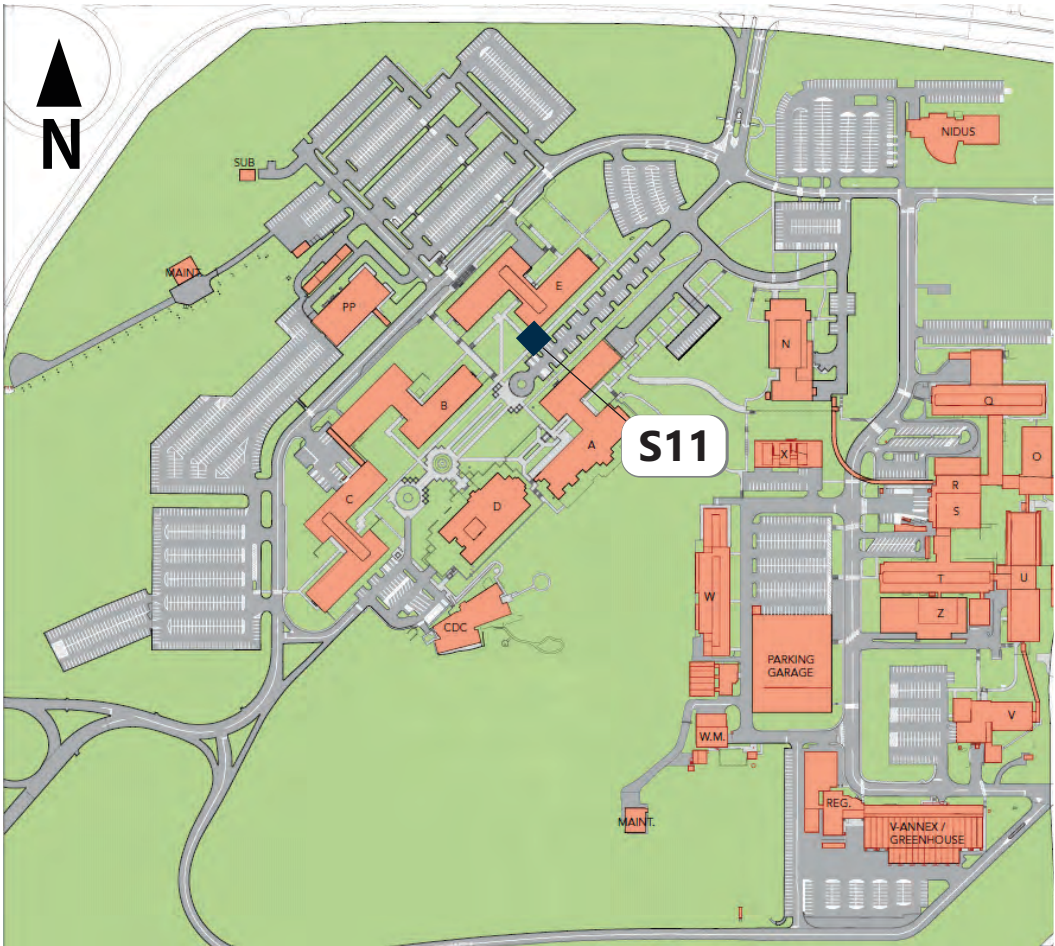
Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S11 4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details. **Tech survey required to determine install into existing concrete footing.**



Only (2) primary sides of sign get branded logos



Scale: 1:16

Revisions:

x
x
x

Revisions:

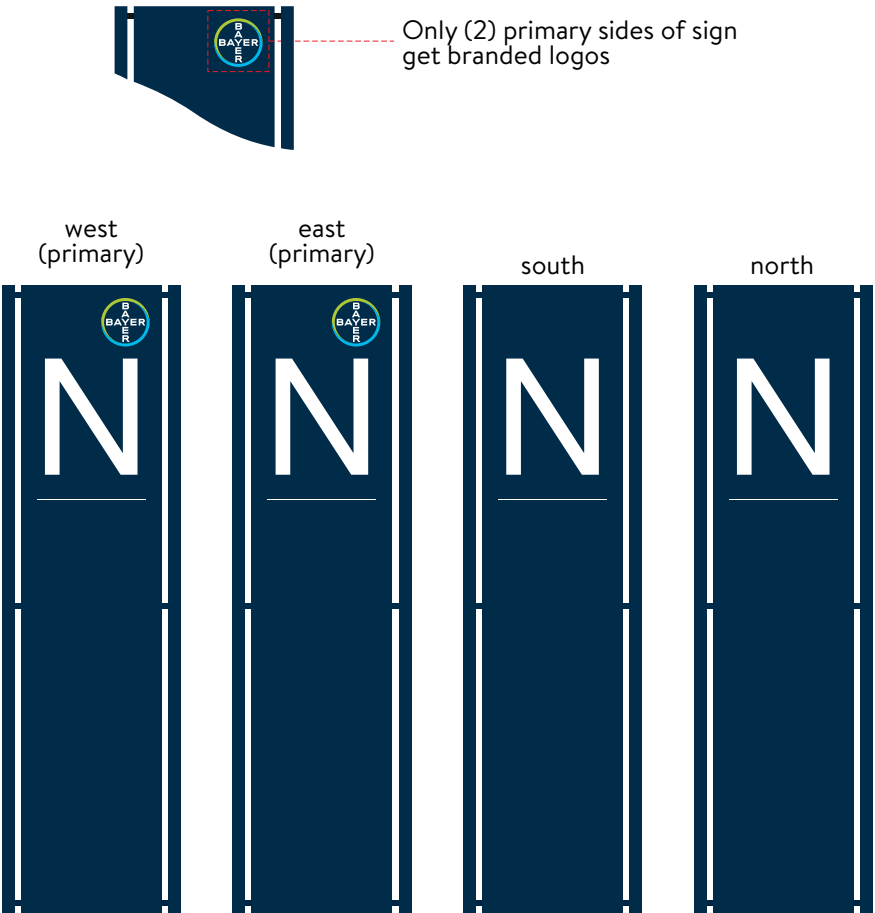
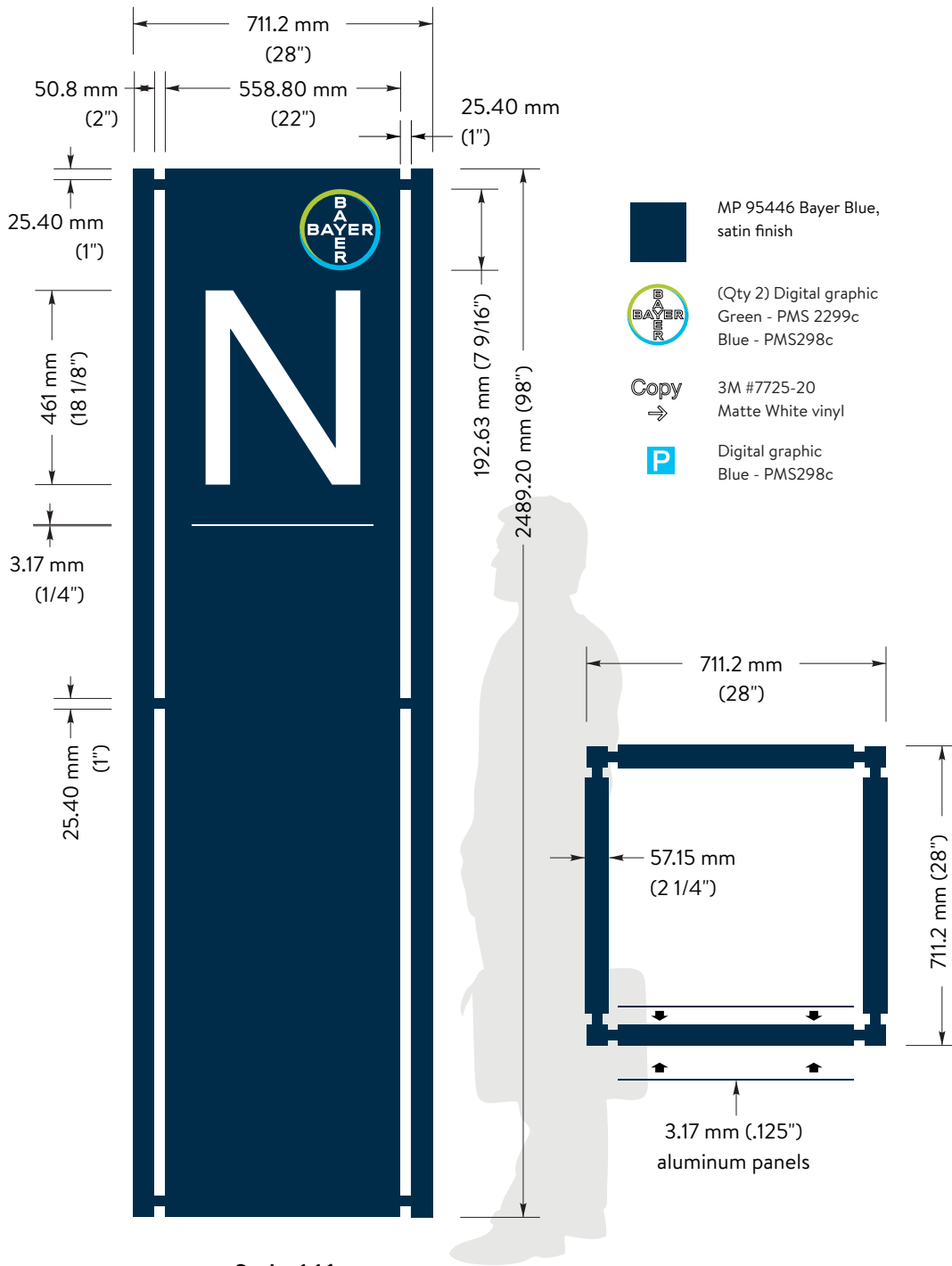
x
x
x

Revisions:

x
x
x

S14 4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details. **Tech survey required to determine install into existing concrete footing.**



current

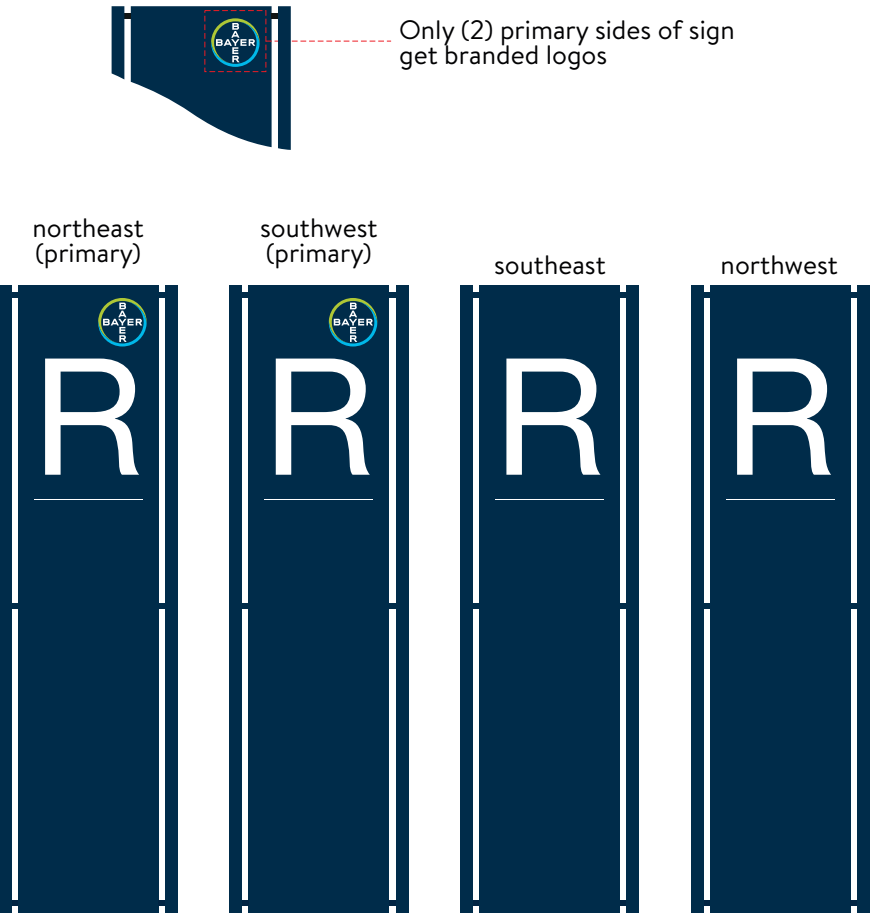
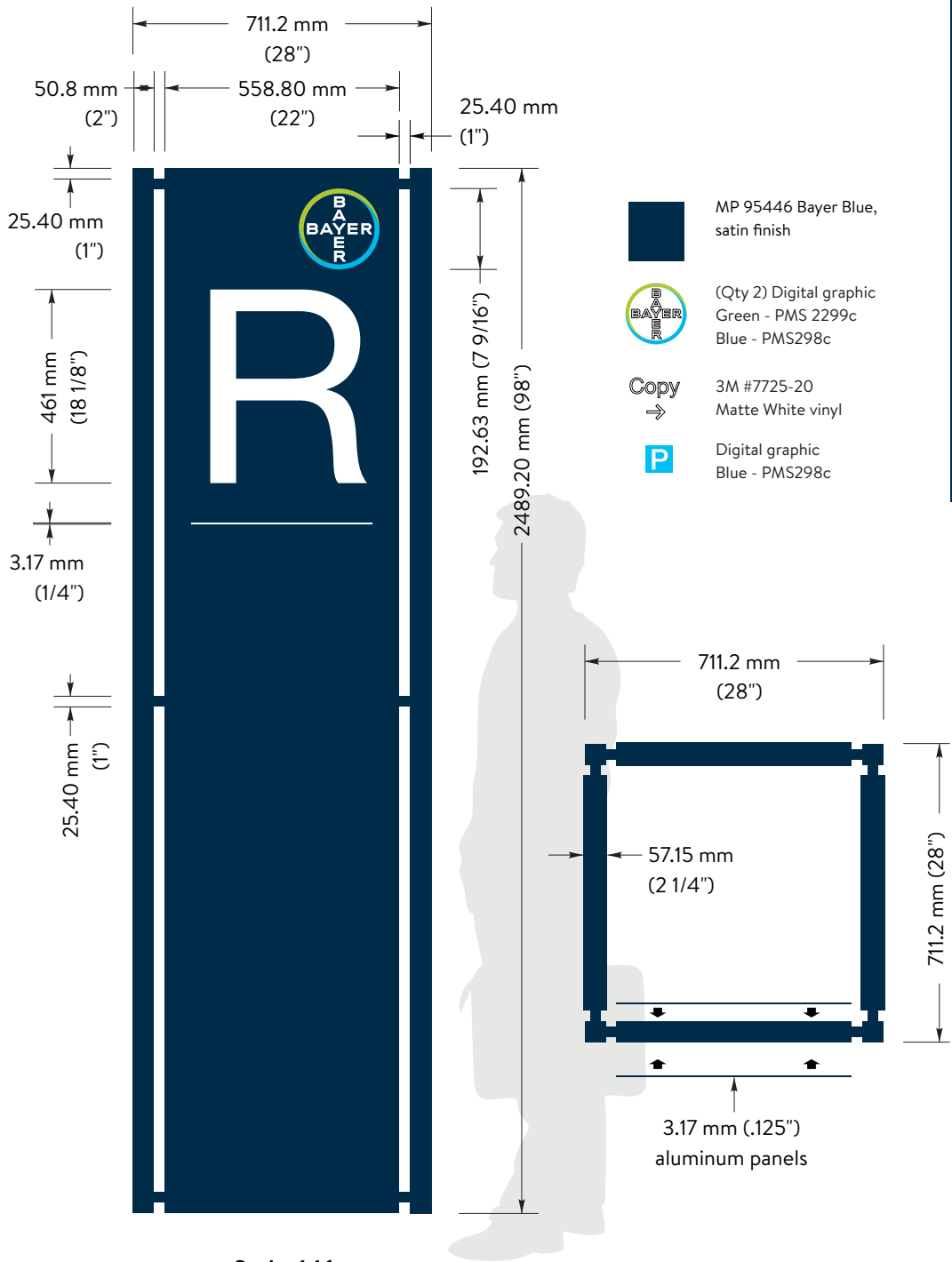


after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S15 4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details. **Tech survey required to determine install into existing concrete footing.**



Only (2) primary sides of sign get branded logos



current

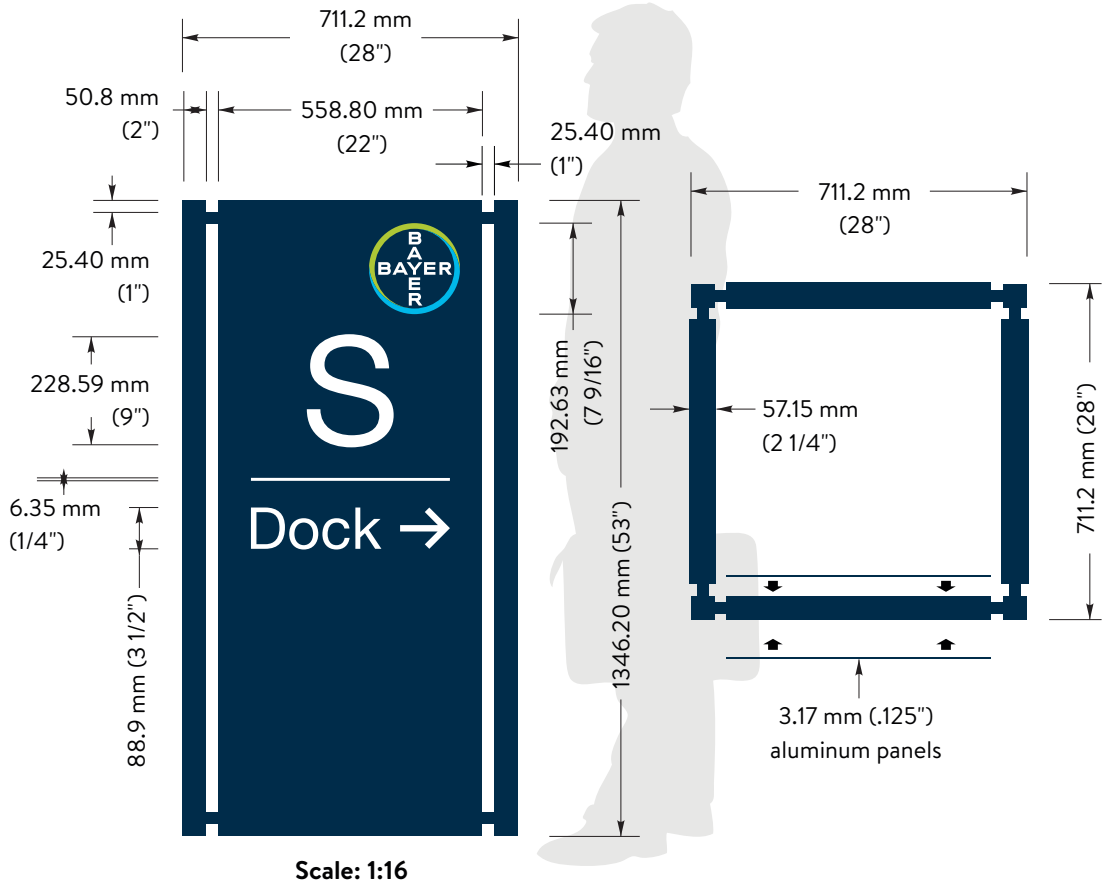
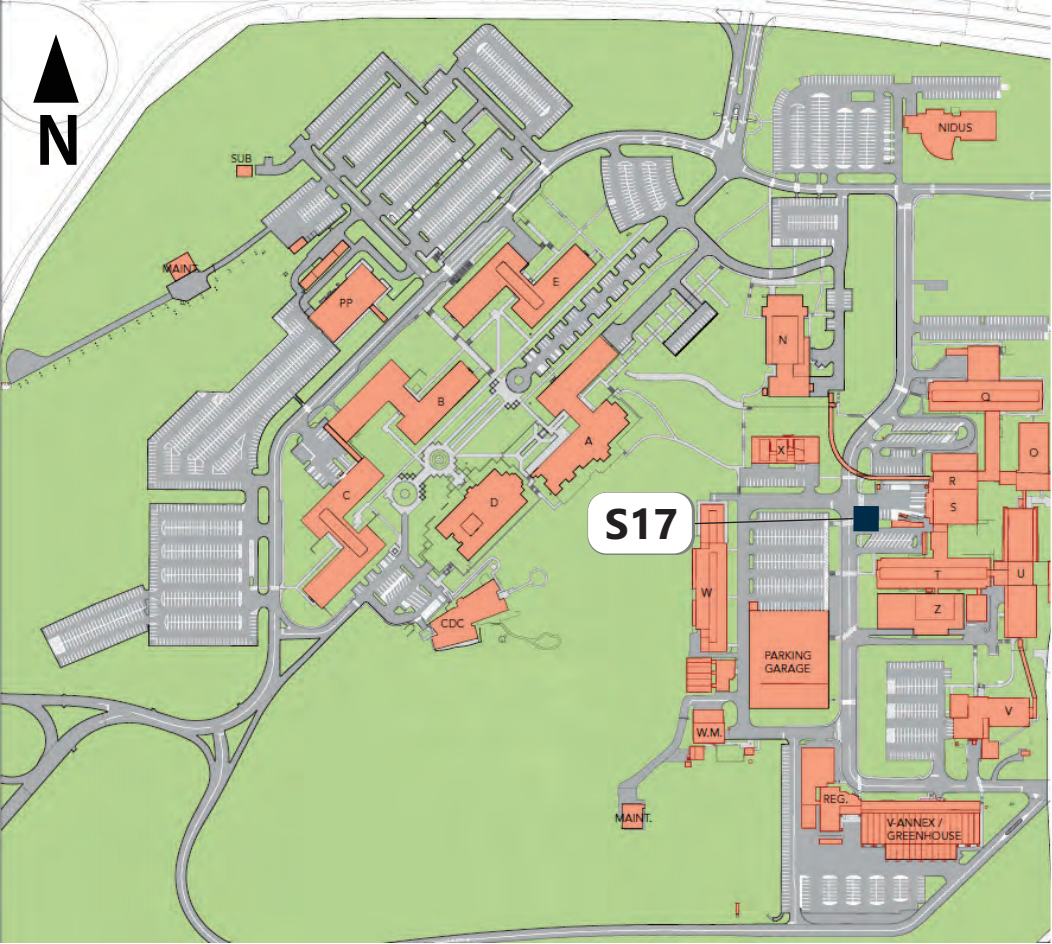
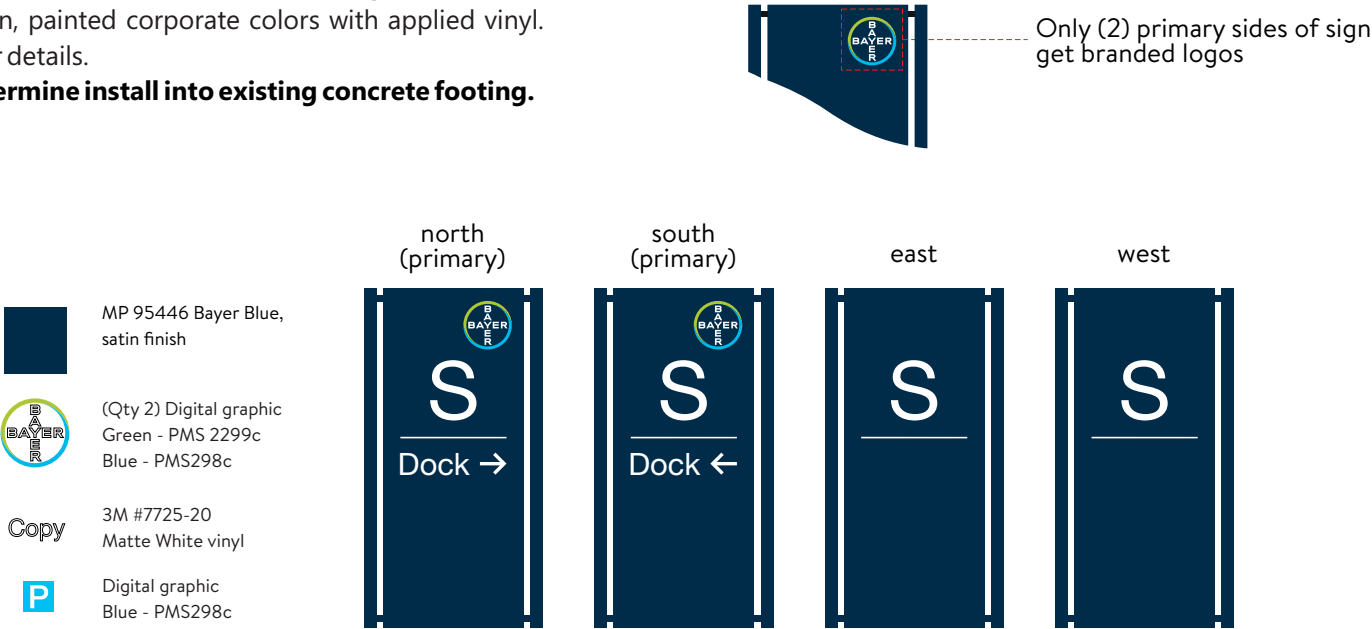


after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S17 4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details.
Tech survey required to determine install into existing concrete footing.



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S18 4 Sided Building ID Sign

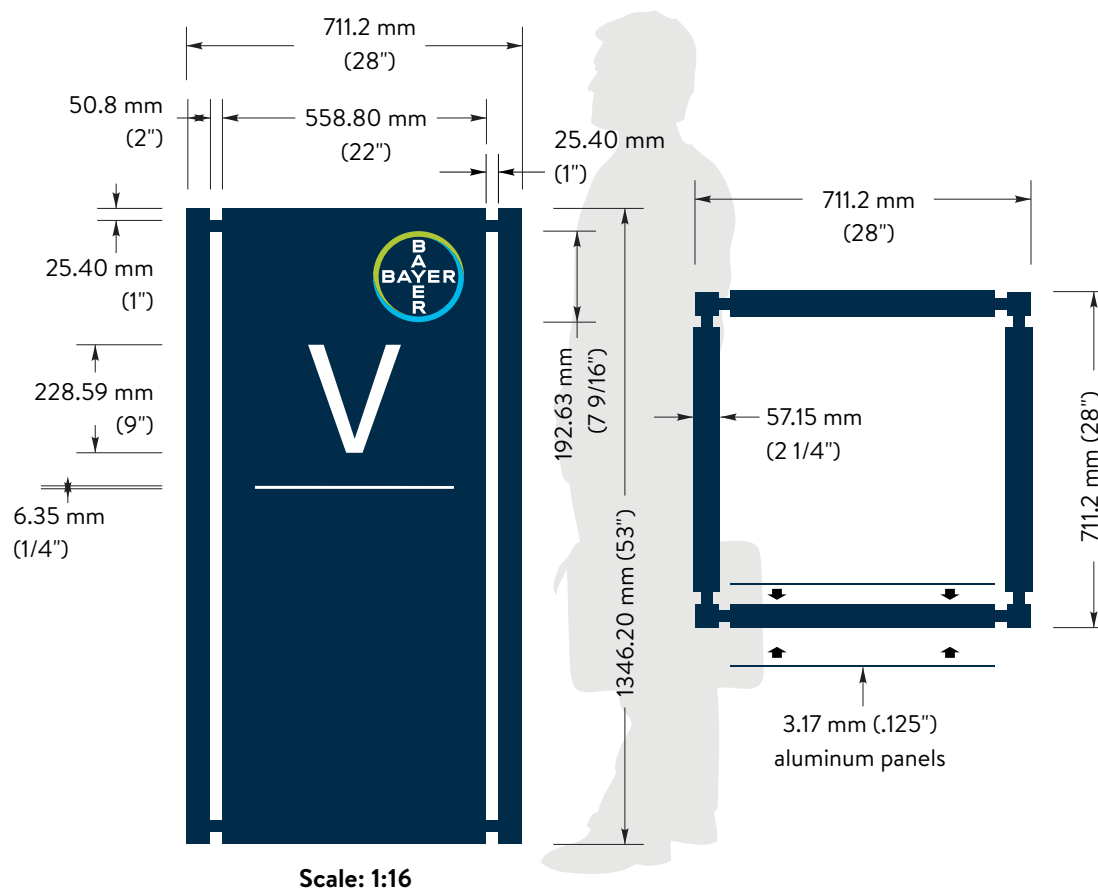
Tech survey required to determine install into existing concrete footing.

Tech survey required to determine install into existing concrete footing.



- Only (2) primary sides of sign get branded logos

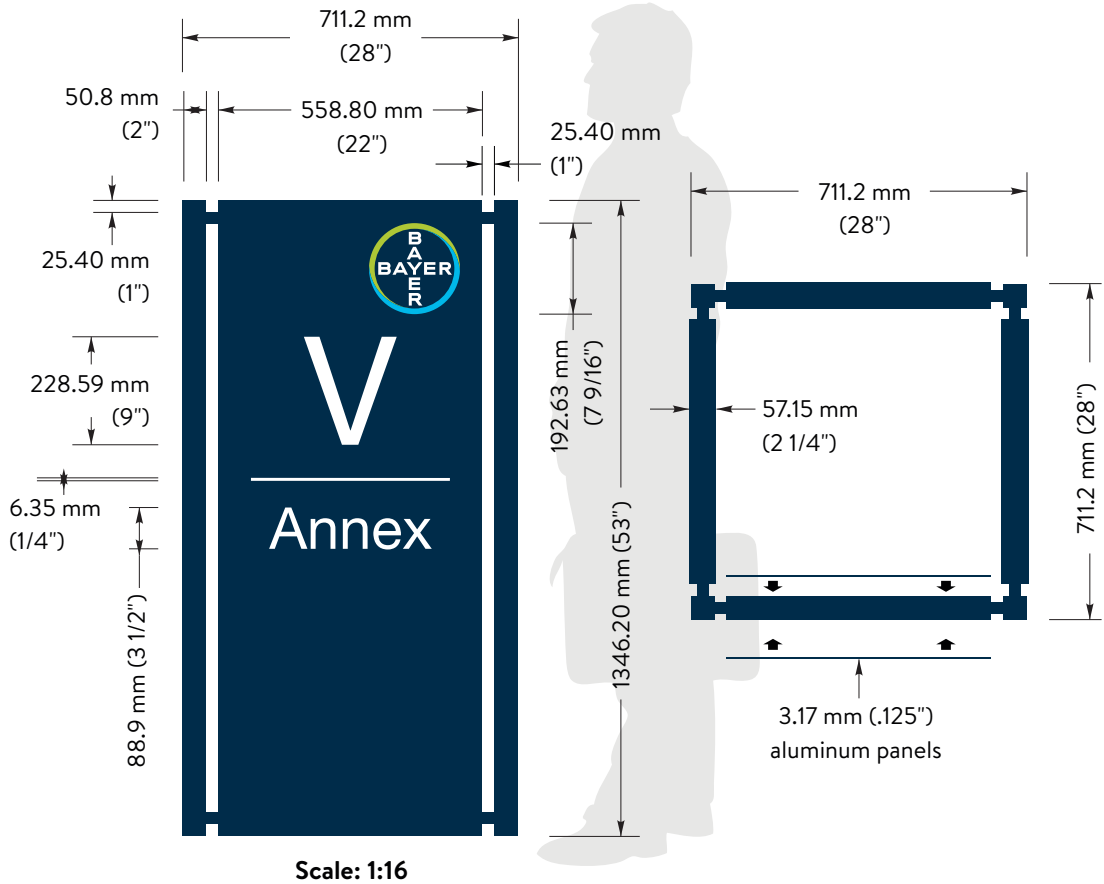
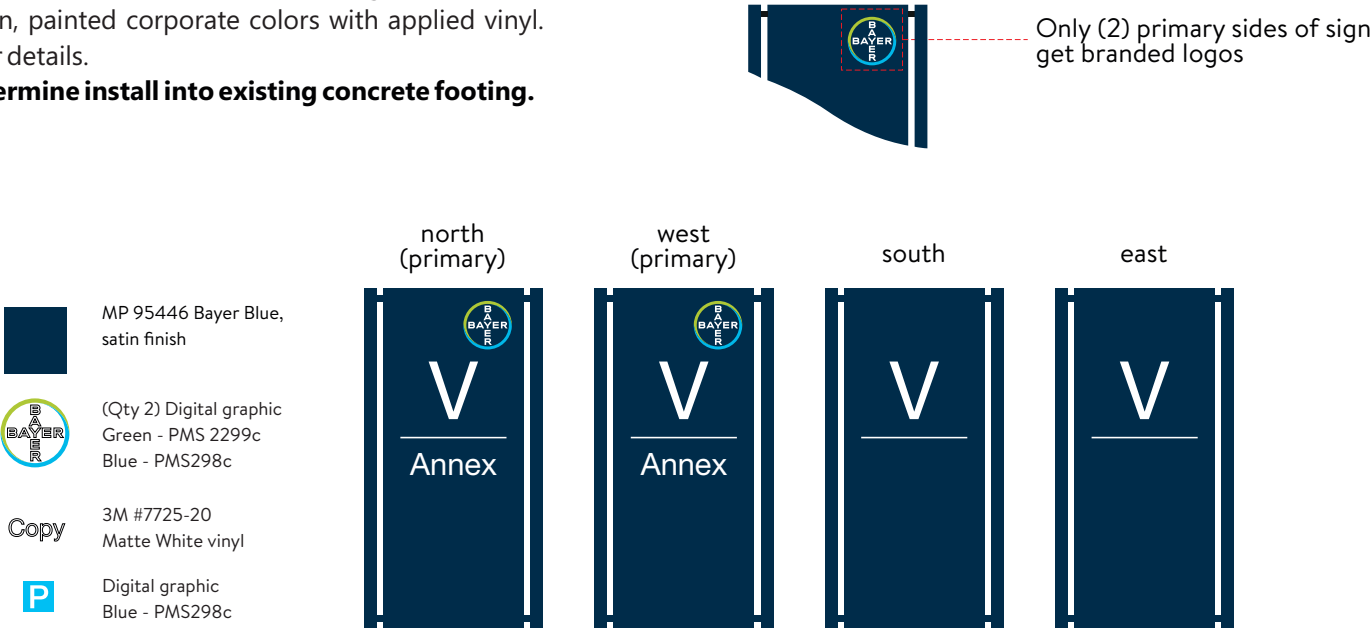
south



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

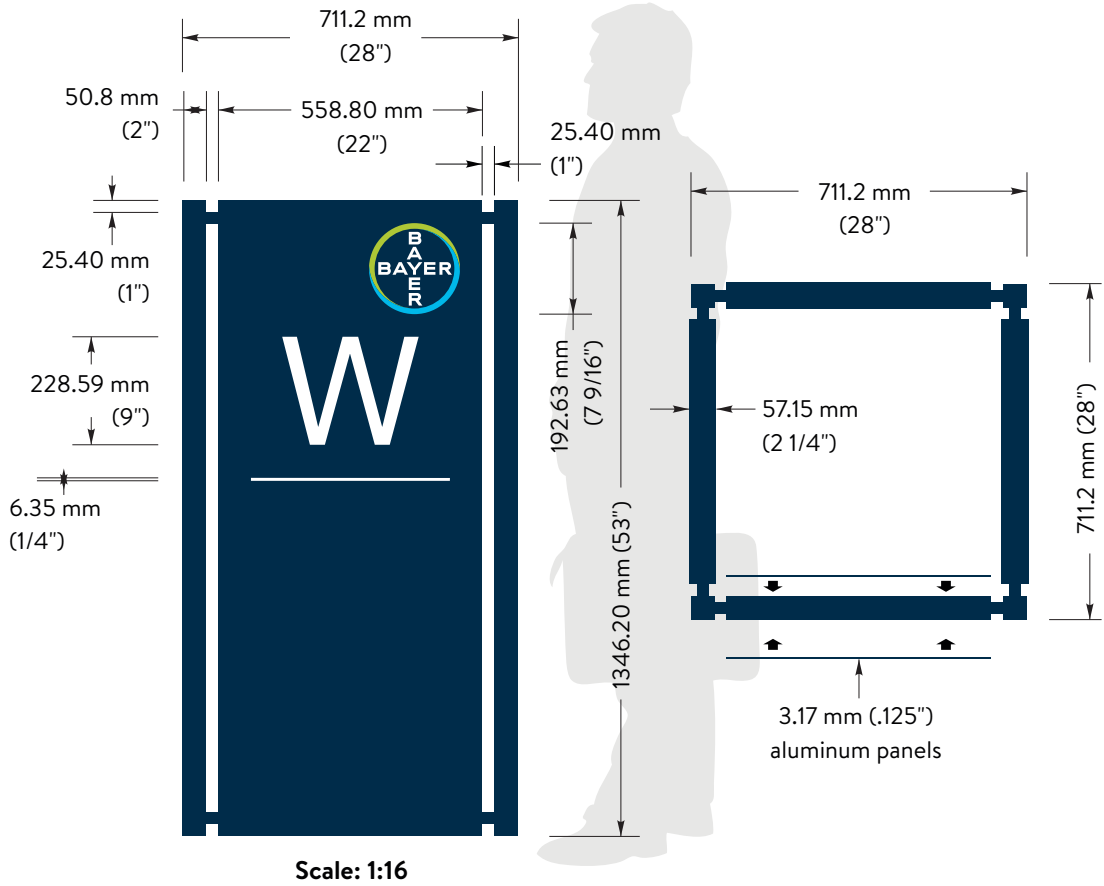
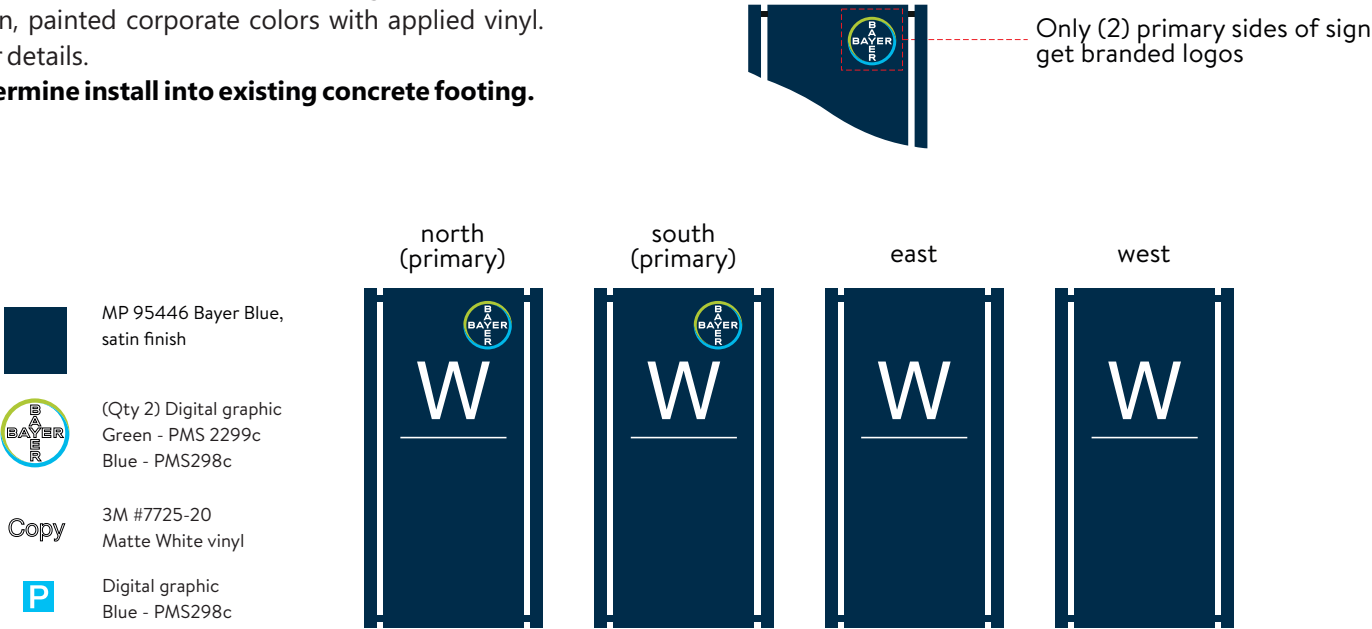
S19 4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details.
Tech survey required to determine install into existing concrete footing.



S20 4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details.
Tech survey required to determine install into existing concrete footing.



current



after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S21

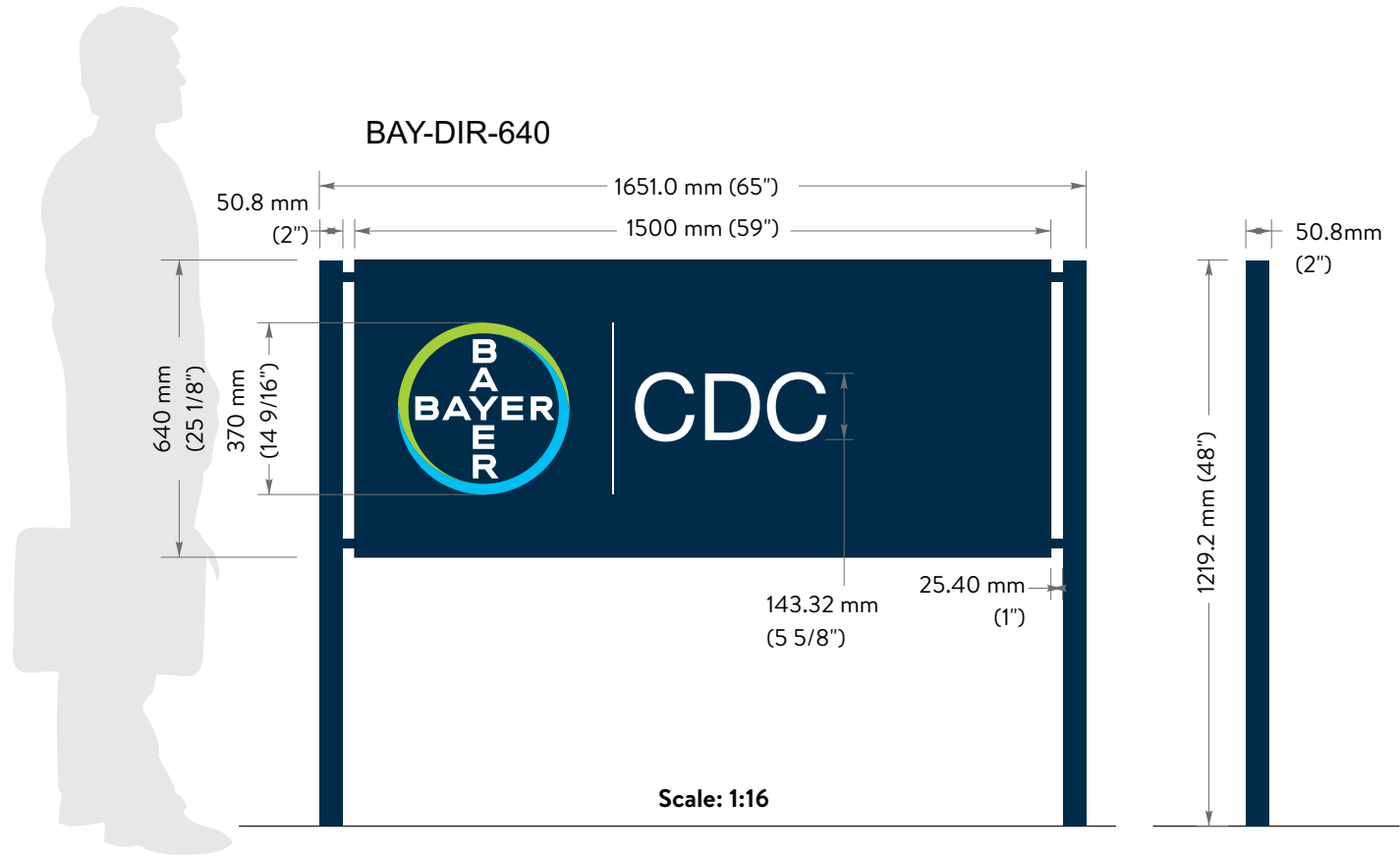
Replacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S23

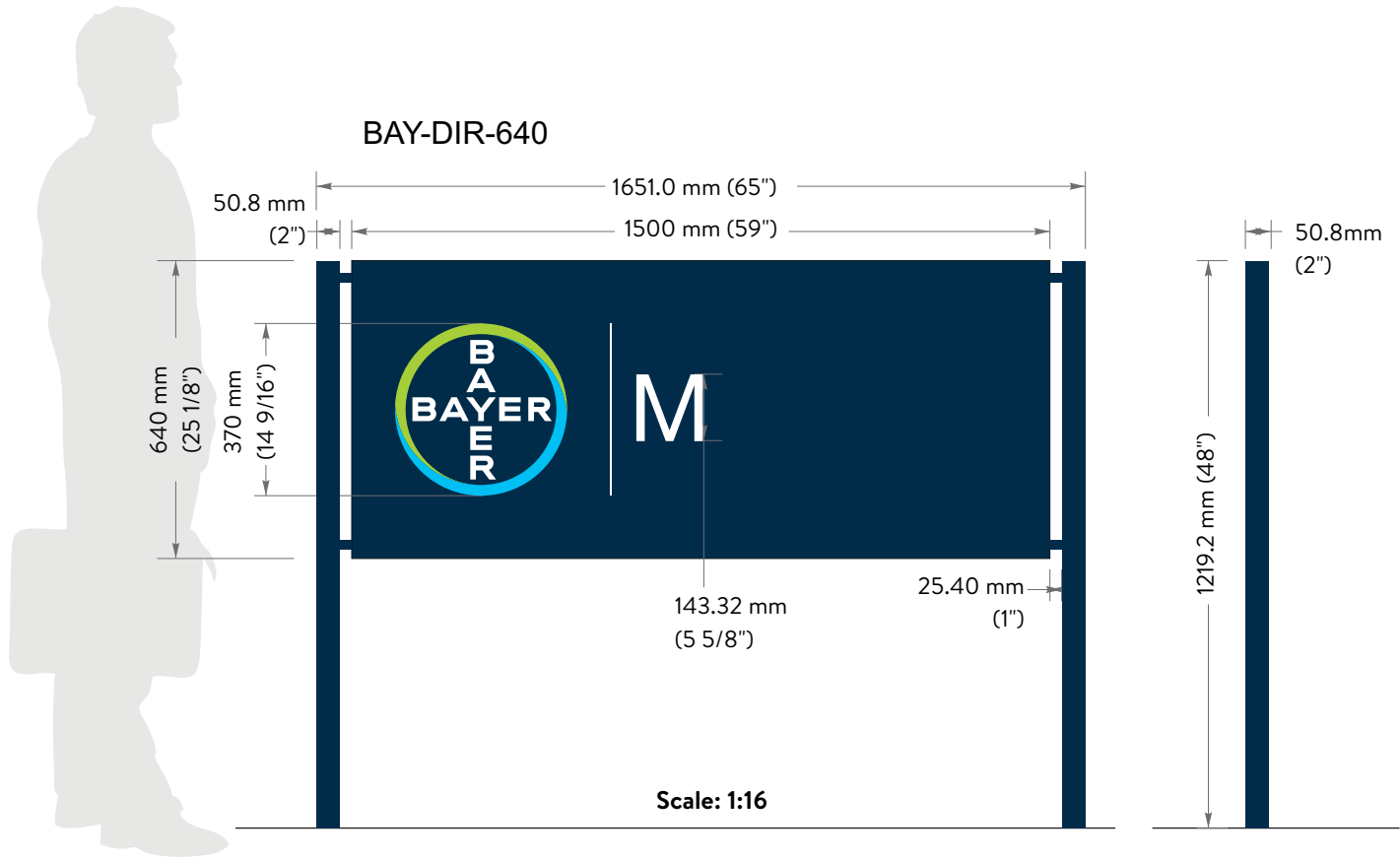
RReplacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy 3M #7725-20
Matte White vinyl



current



after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S24

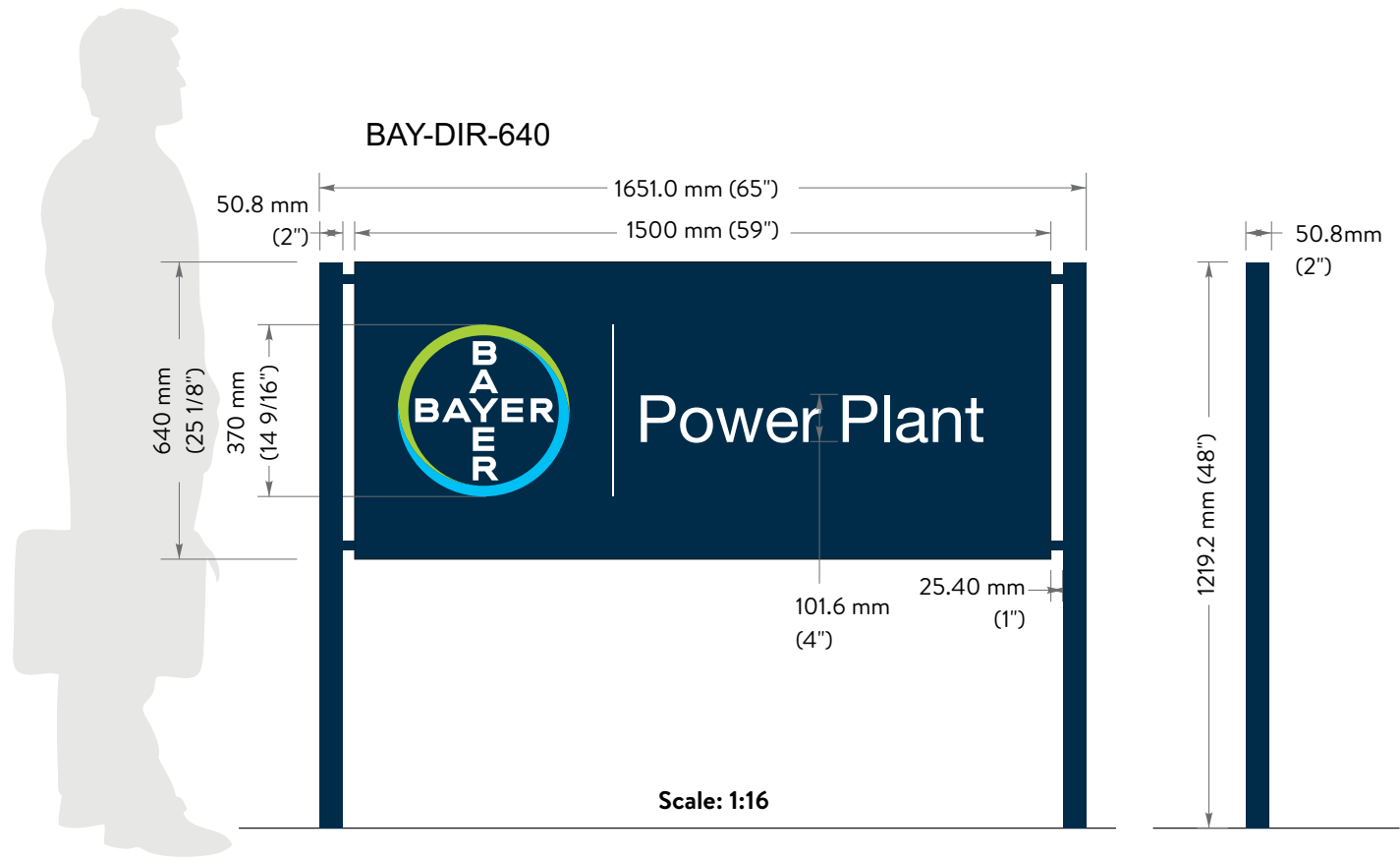
Replacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

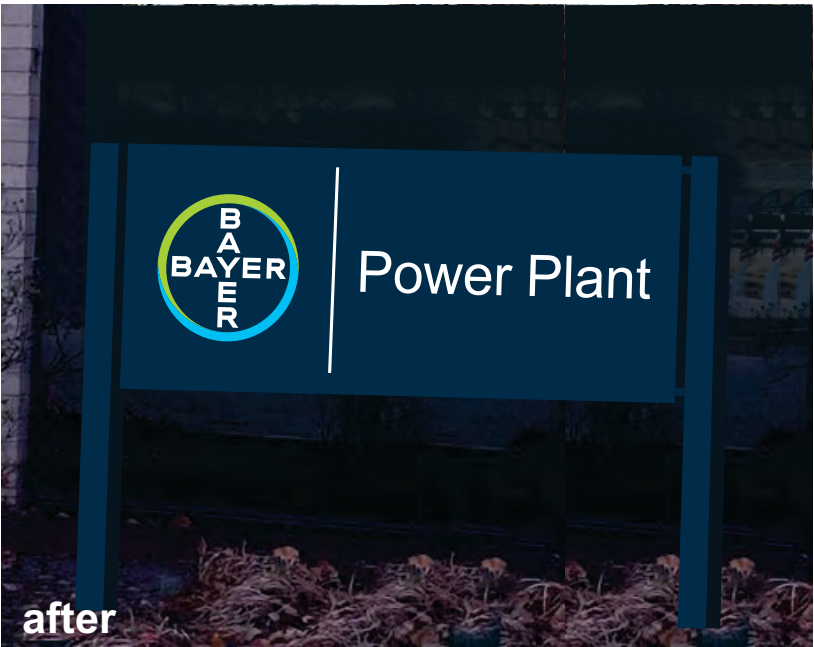
MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy 3M #7725-20
Matte White vinyl



current



after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S25

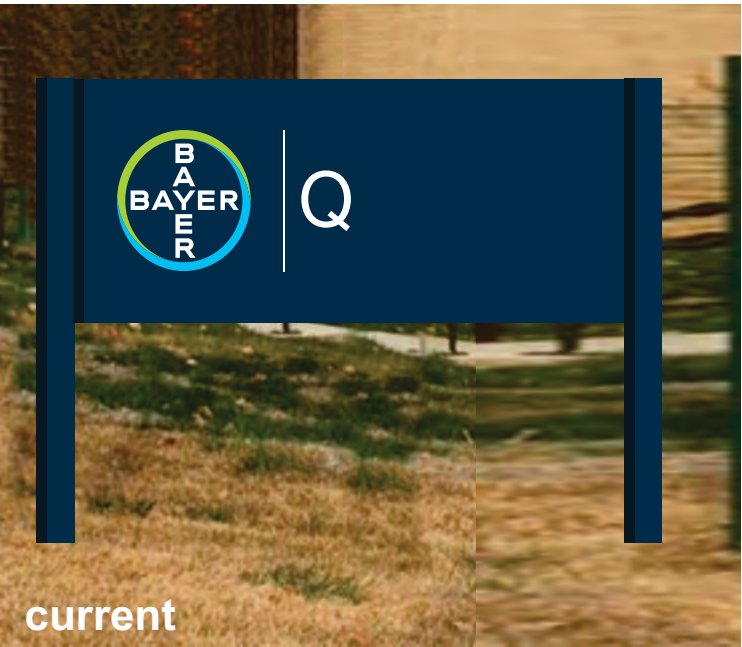
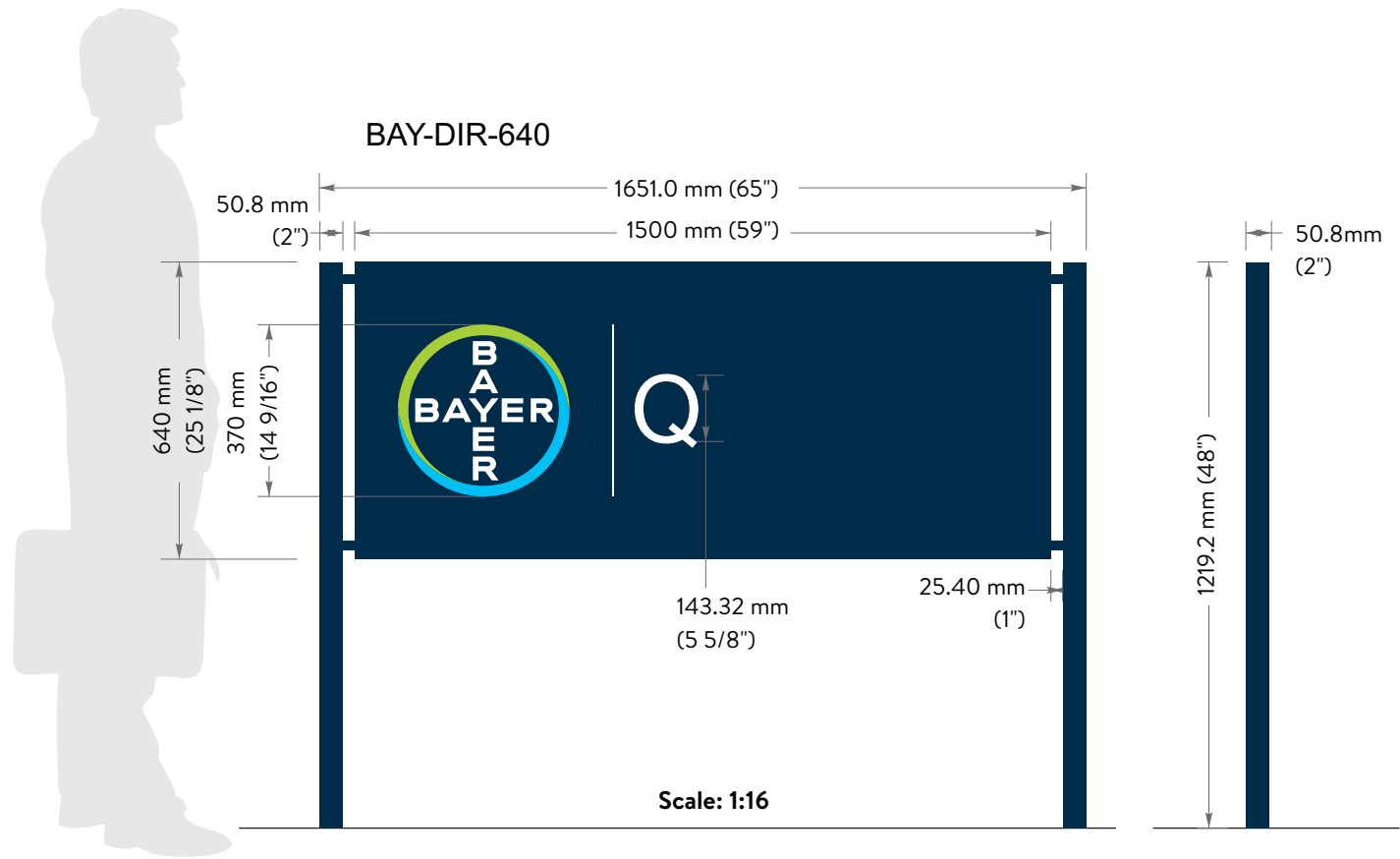
Replacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy 3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S26

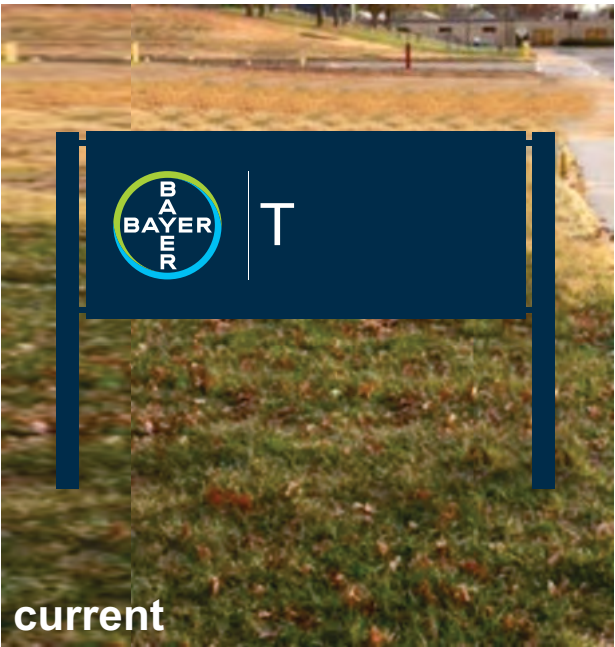
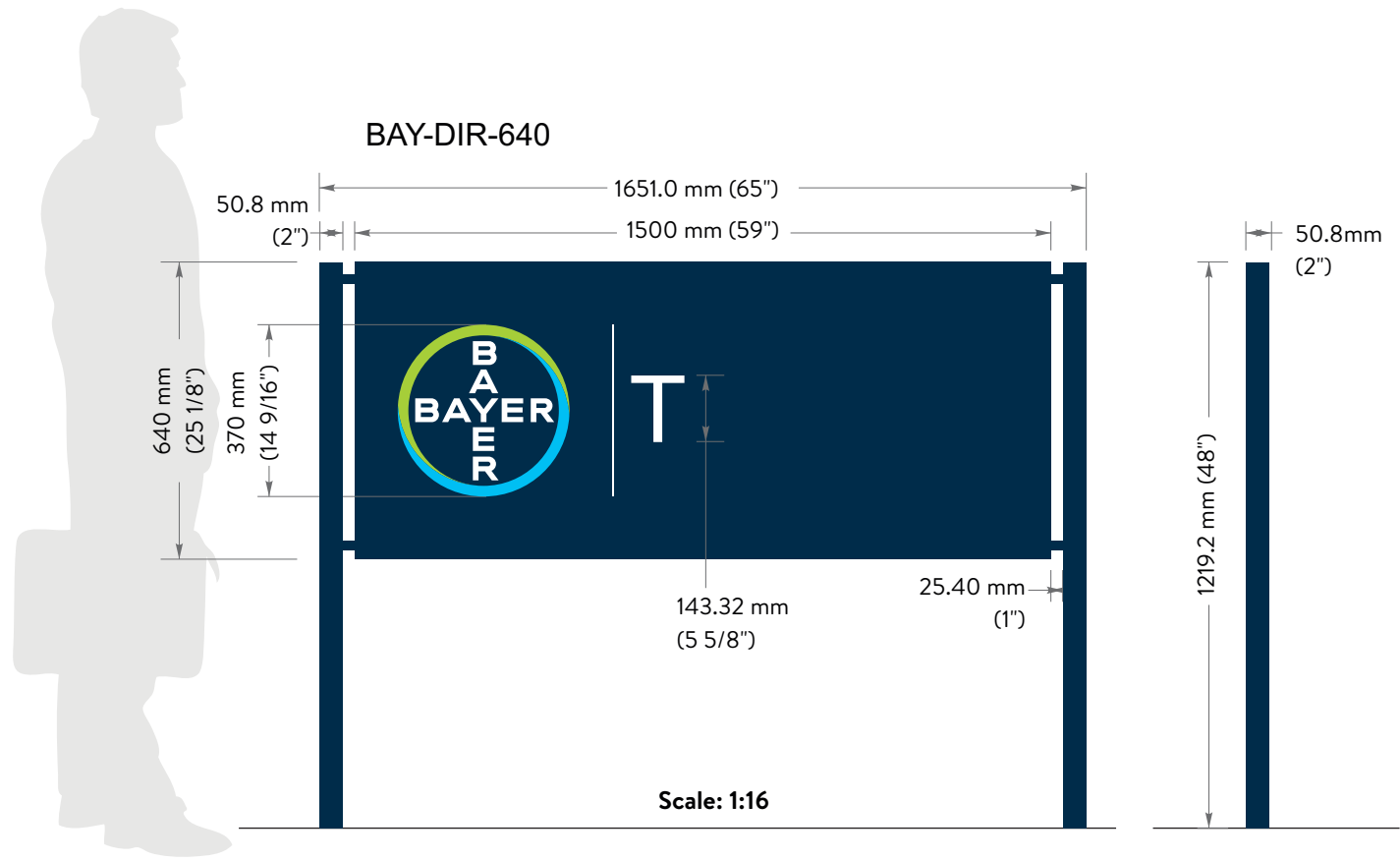
Replacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

 MP 95446 Bayer Blue, satin finish

 (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy 3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

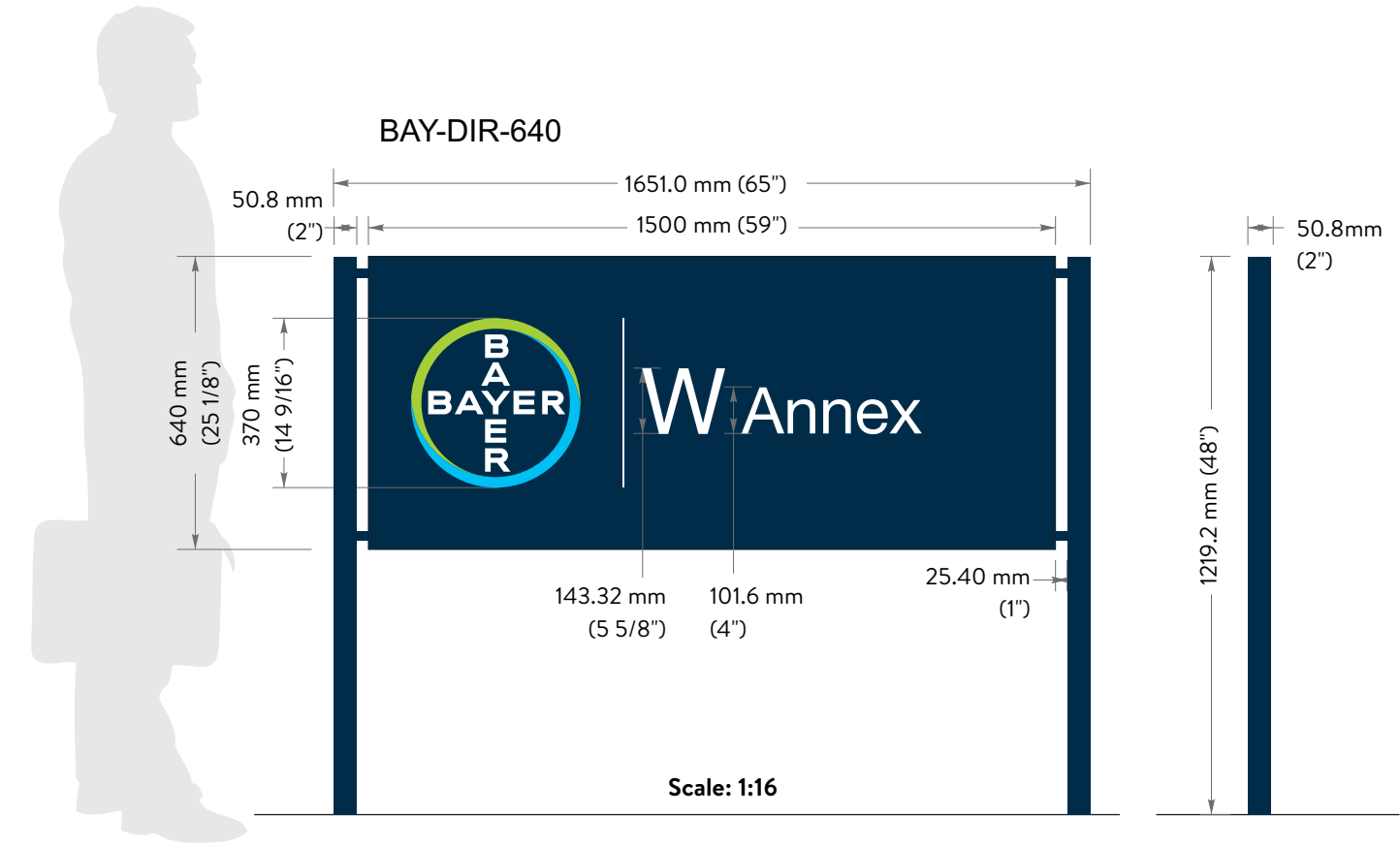
S27

Replacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

- MP 95446 Bayer Blue, satin finish
- (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
- Copy

3M #7725-20
Matte White vinyl



current



after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S28

Replacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy 3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S29

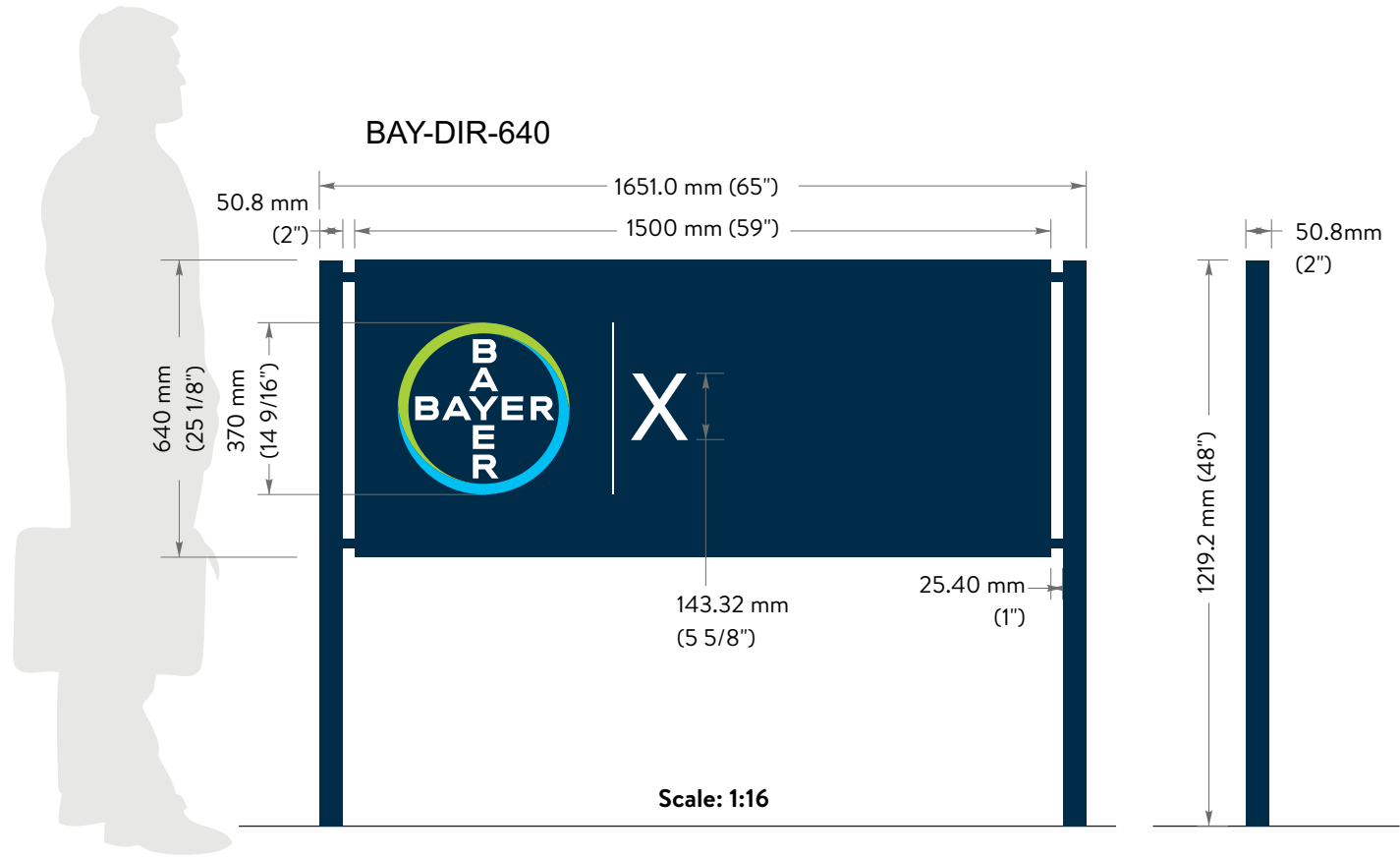
Replacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy 3M #7725-20
Matte White vinyl



S39 Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

 MP 95446 Bayer Blue, satin finish

 (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy  3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S41

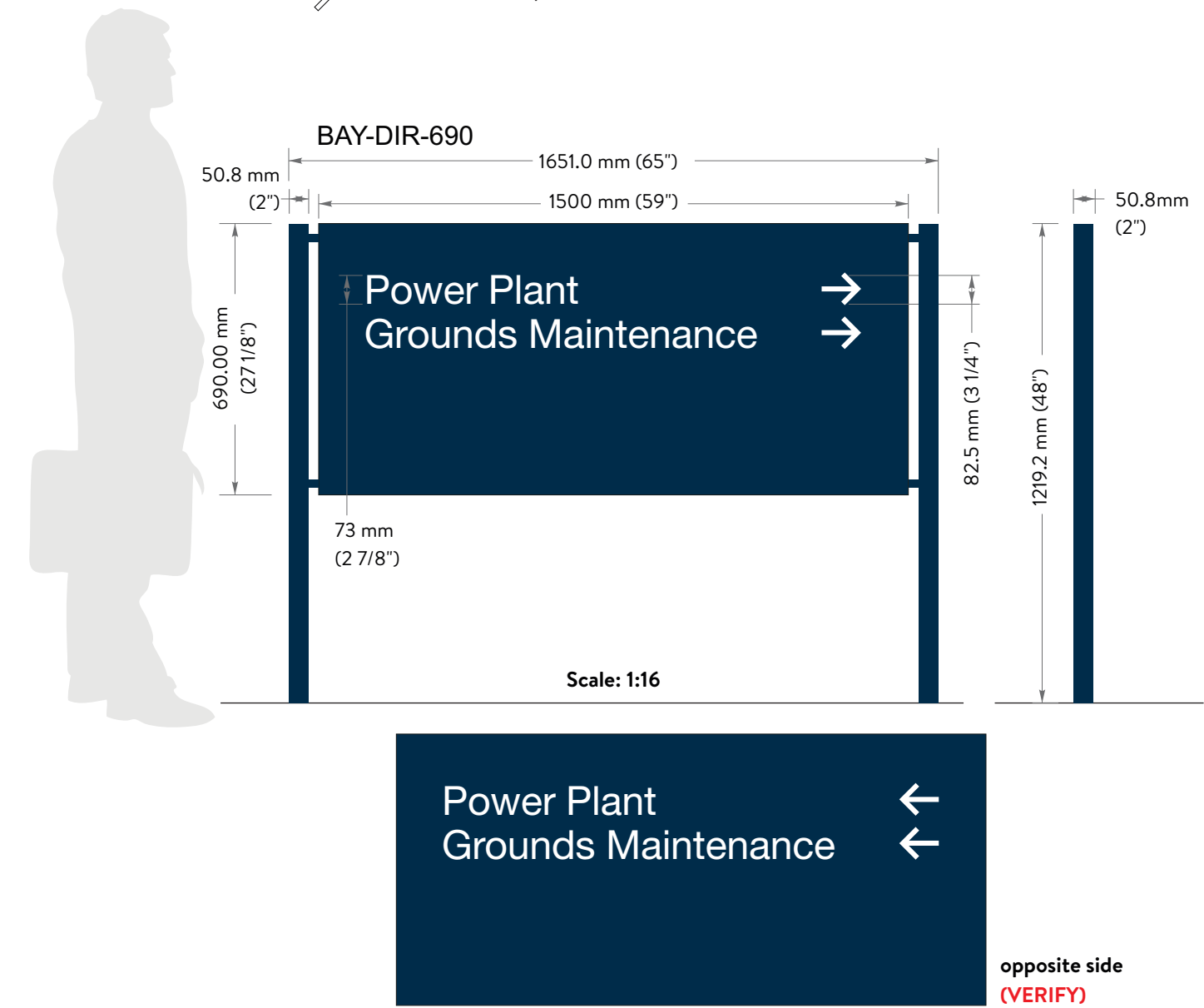
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new D/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S42

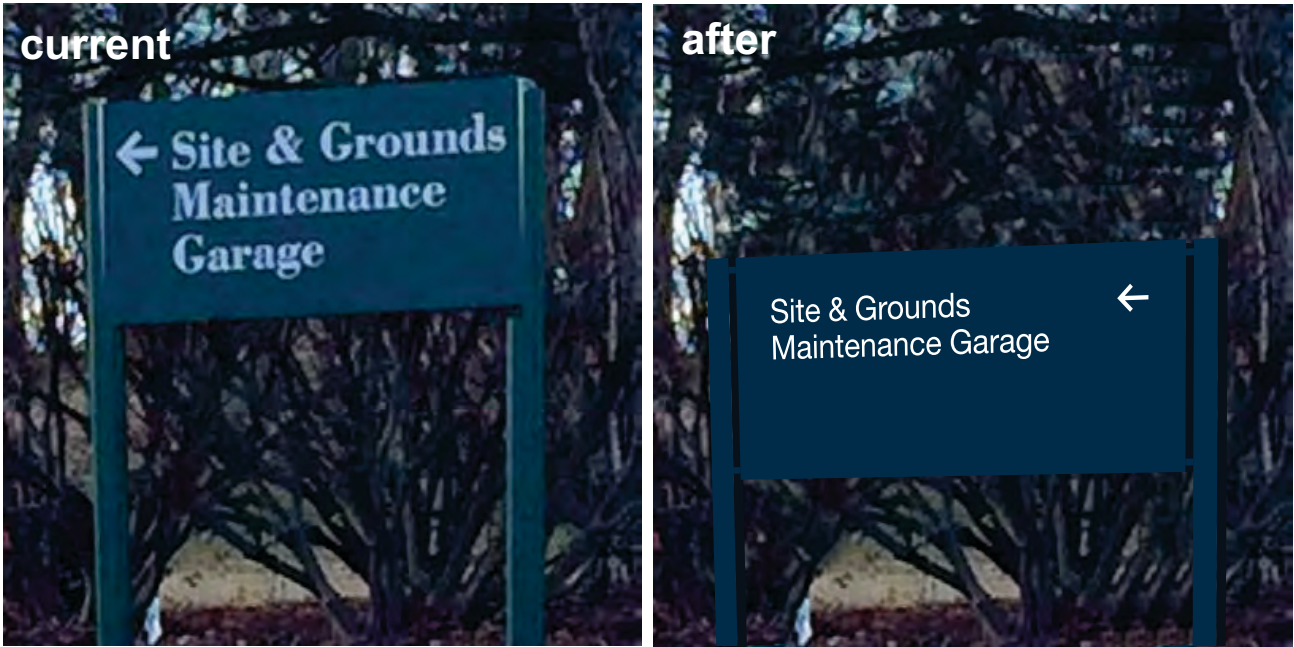
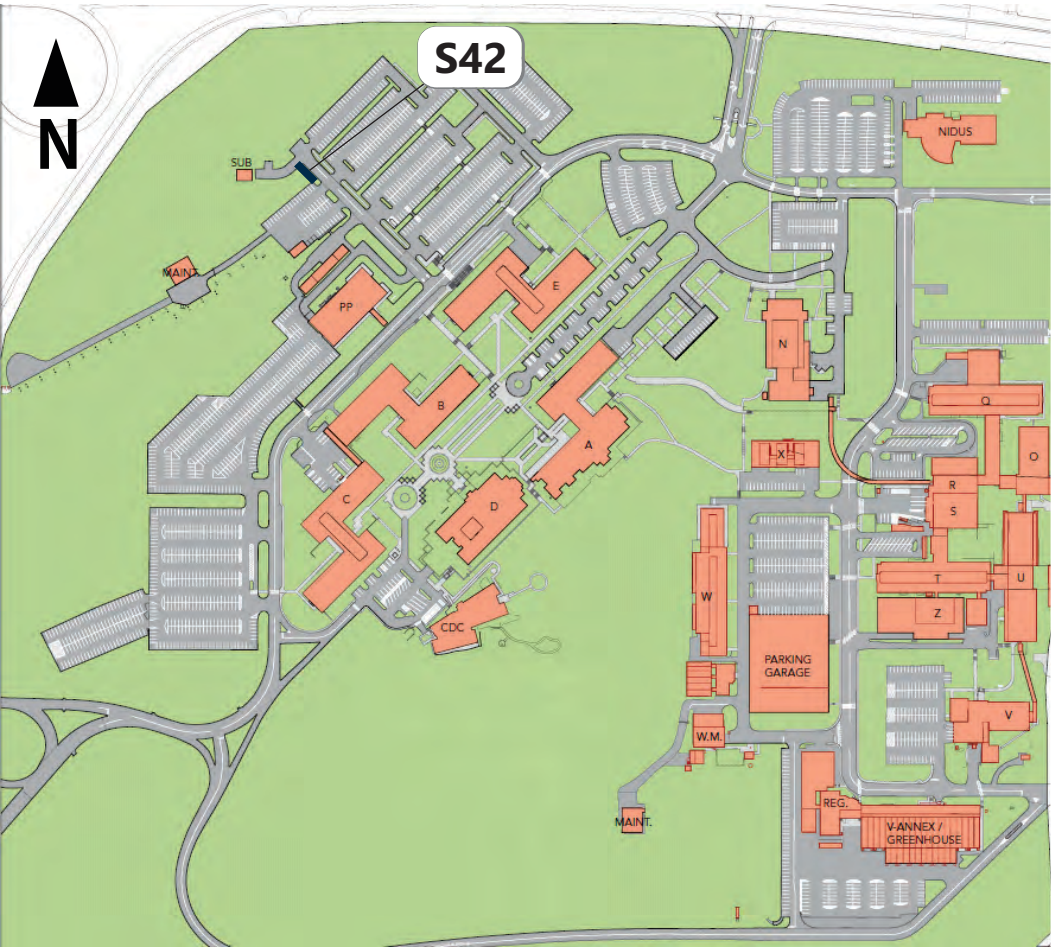
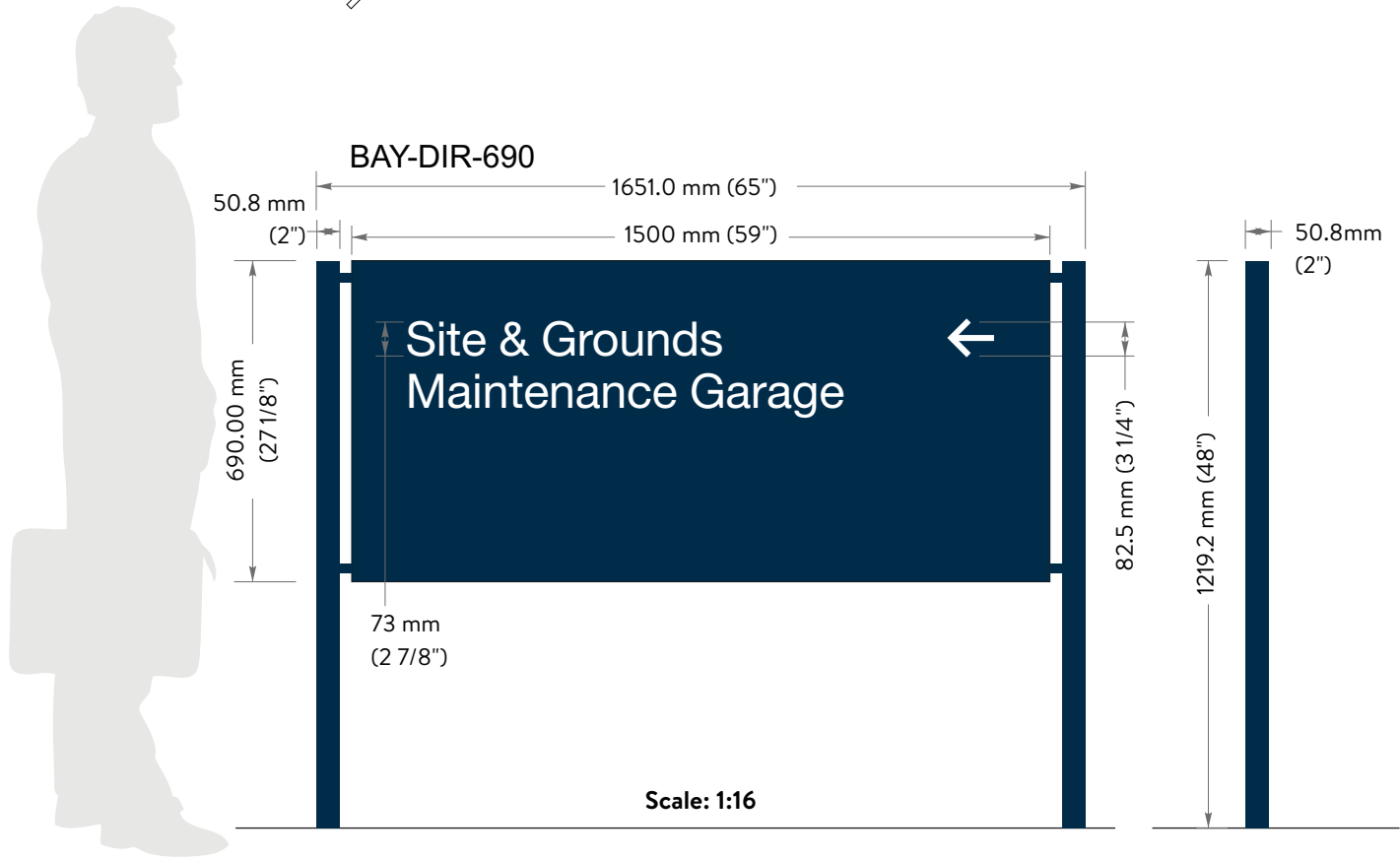
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S43

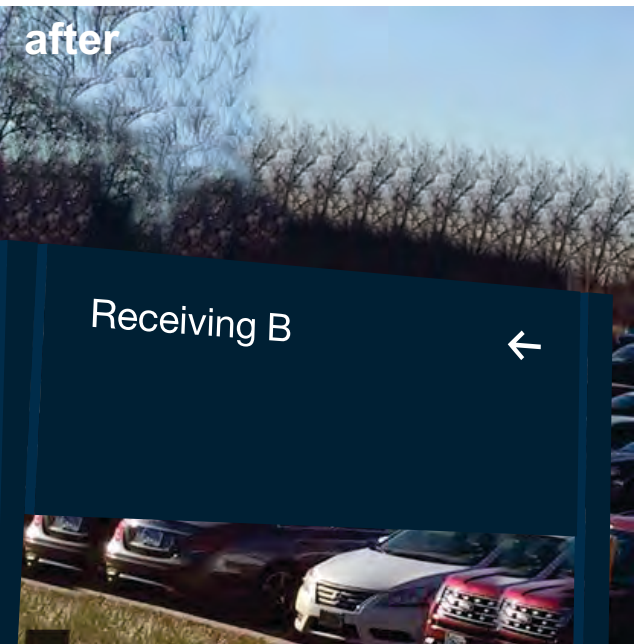
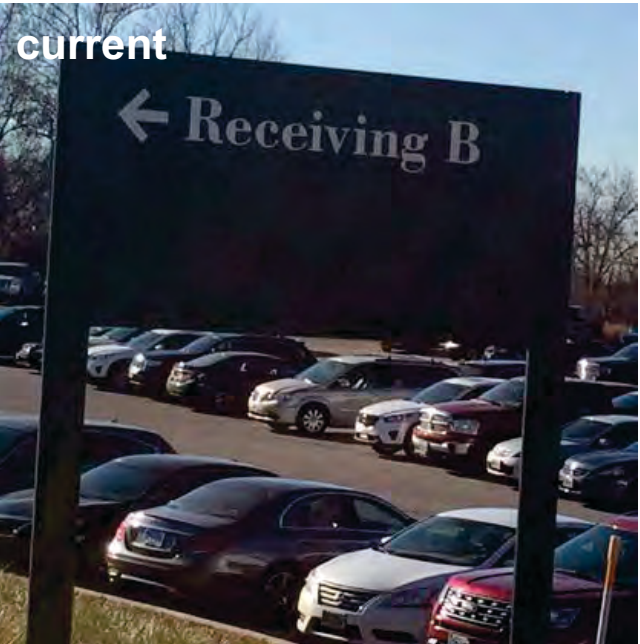
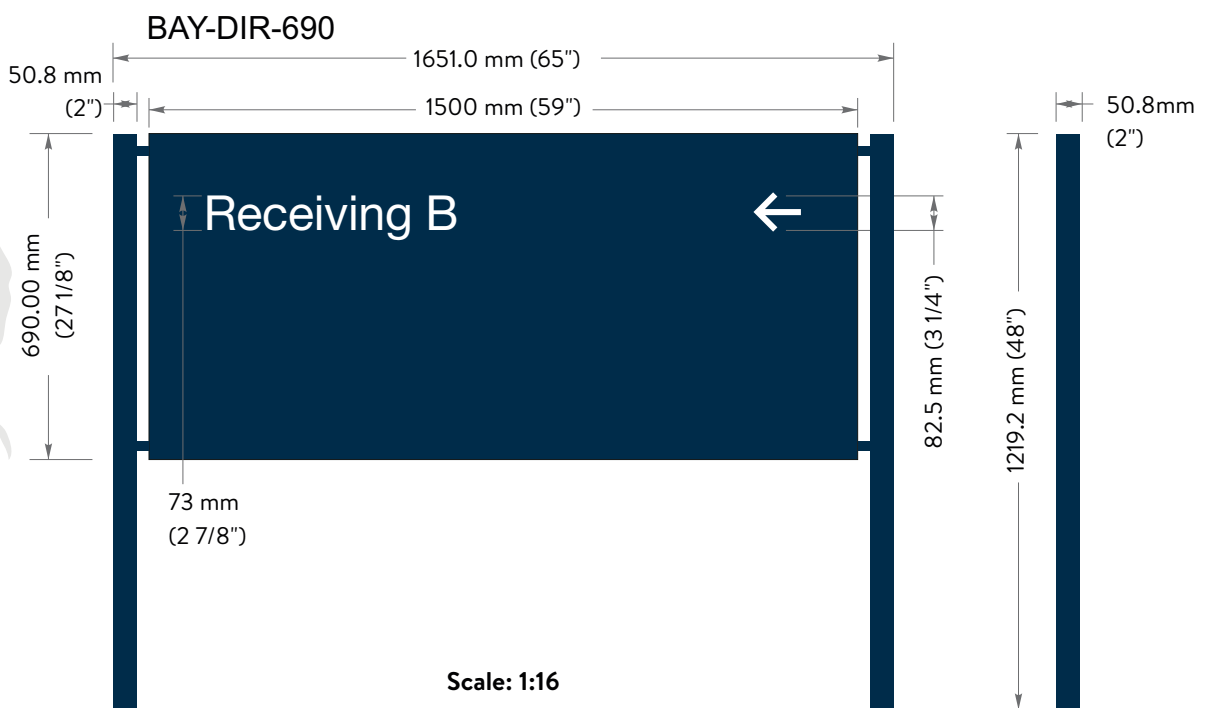
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new D/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



S44

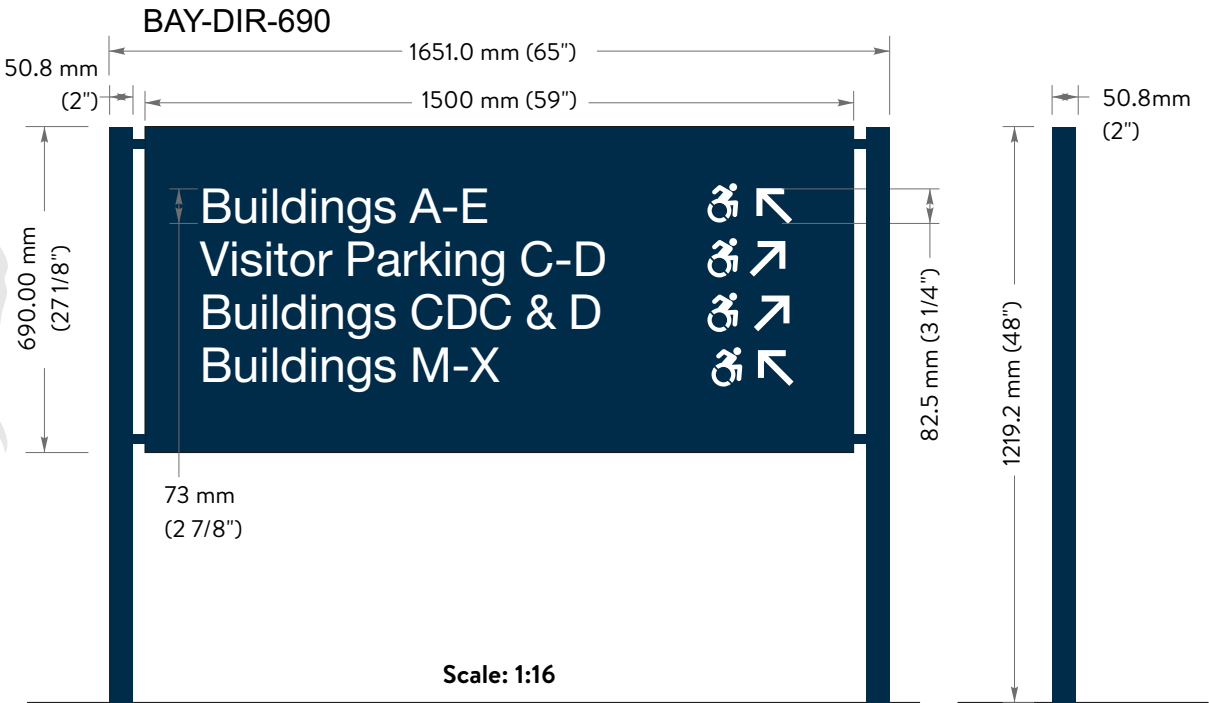
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S45

Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

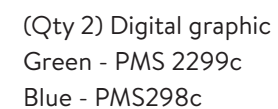
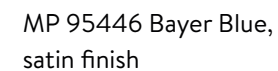
Copy

3M #7725-20
Matte White vinyl

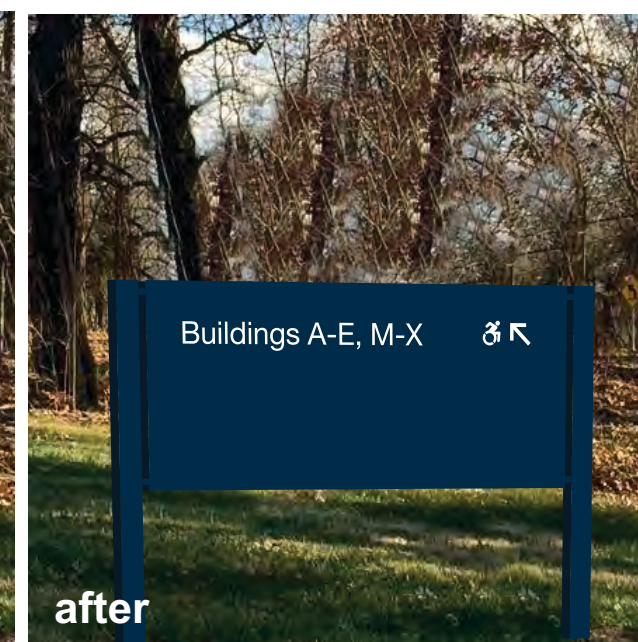
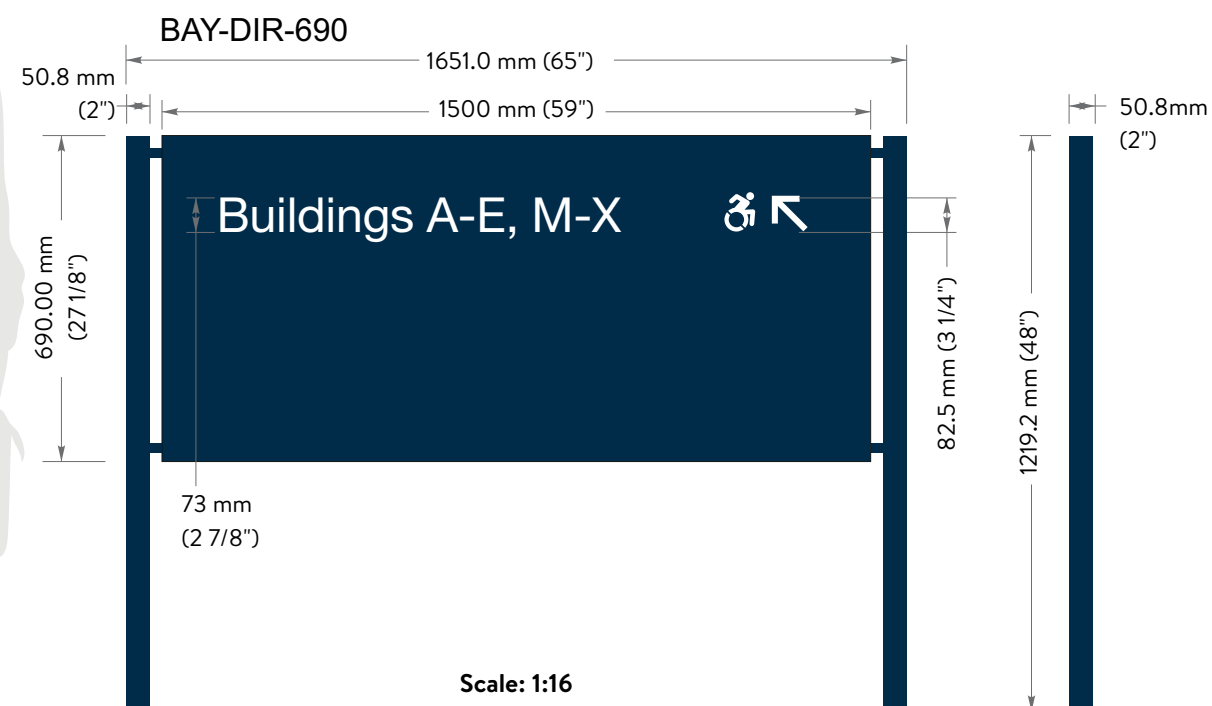


Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.



3M #7725-20
Matte White vinyl



S47

Replacement Post and Panel DIR Sign

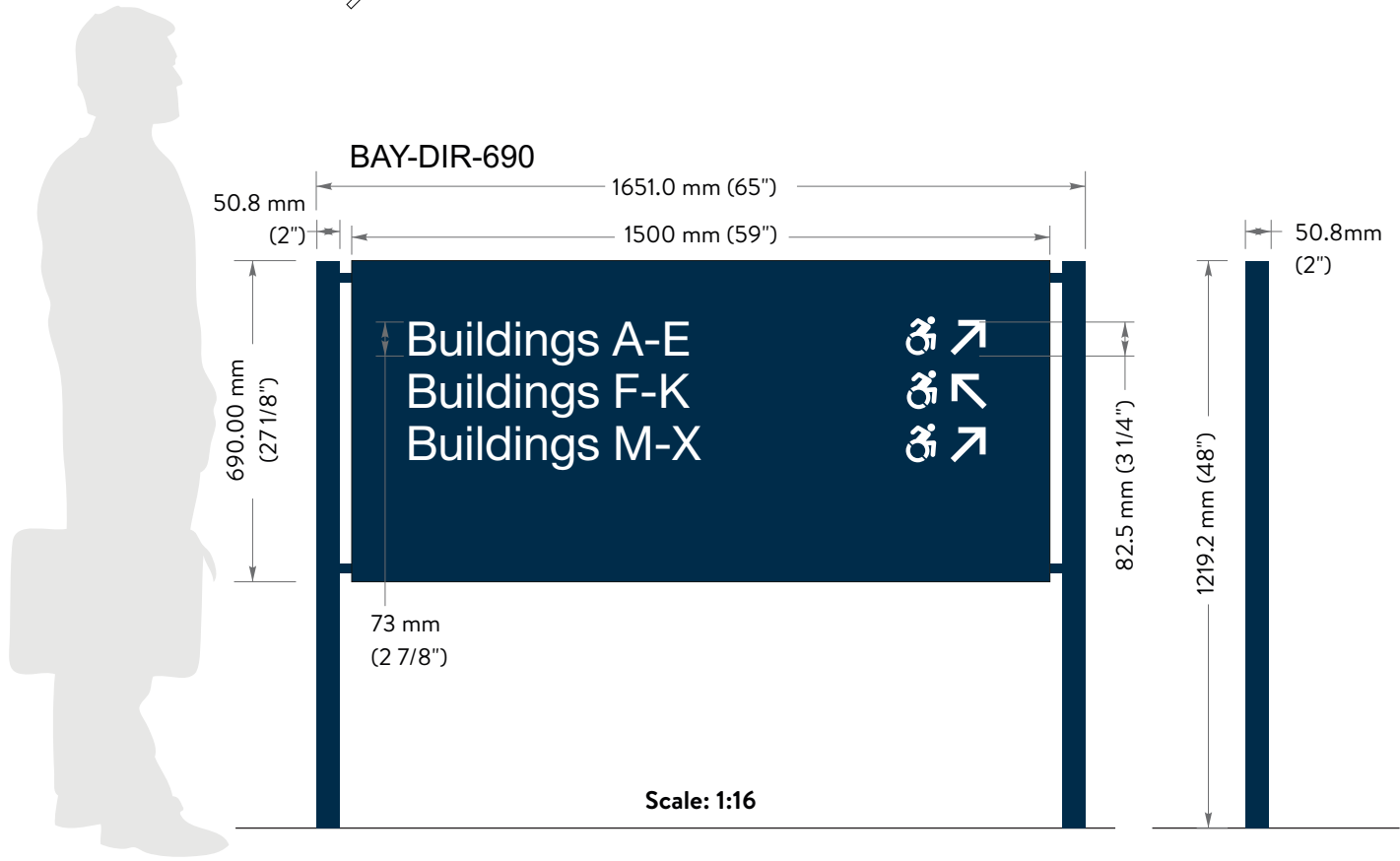
Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S48

Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
→

3M #7725-20
Matte White vinyl

BAY-DIR-Custom
*height of sign



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S49

Replacement Post and Panel DIR Sign

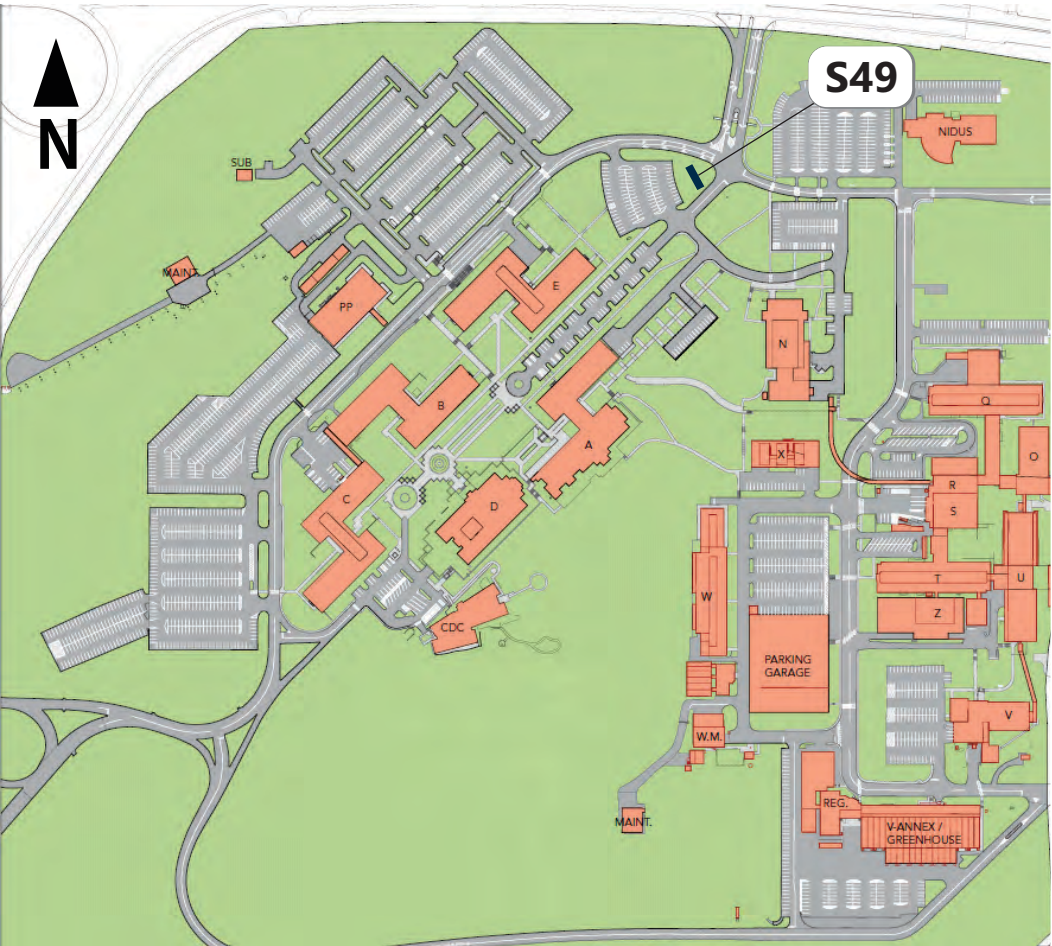
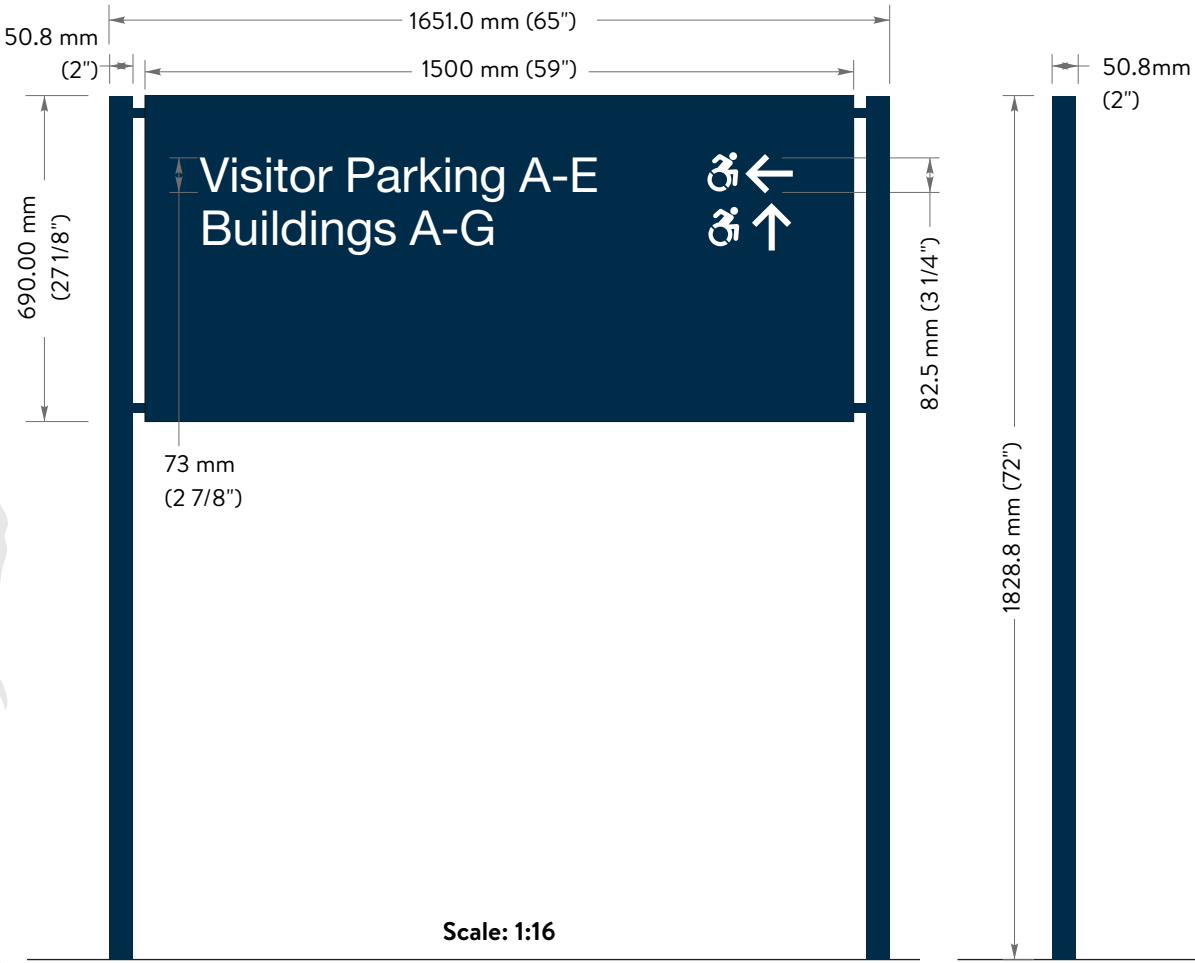
Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl

BAY-DIR-Custom
*height of sign



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S50

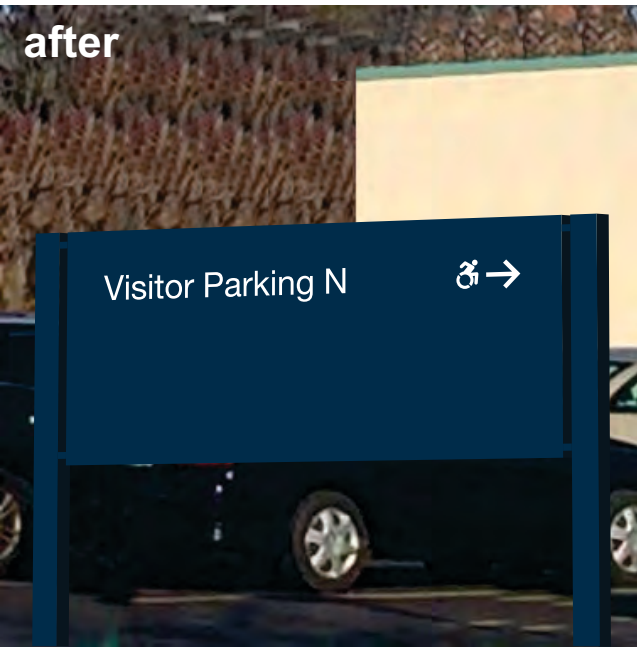
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new D/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S52

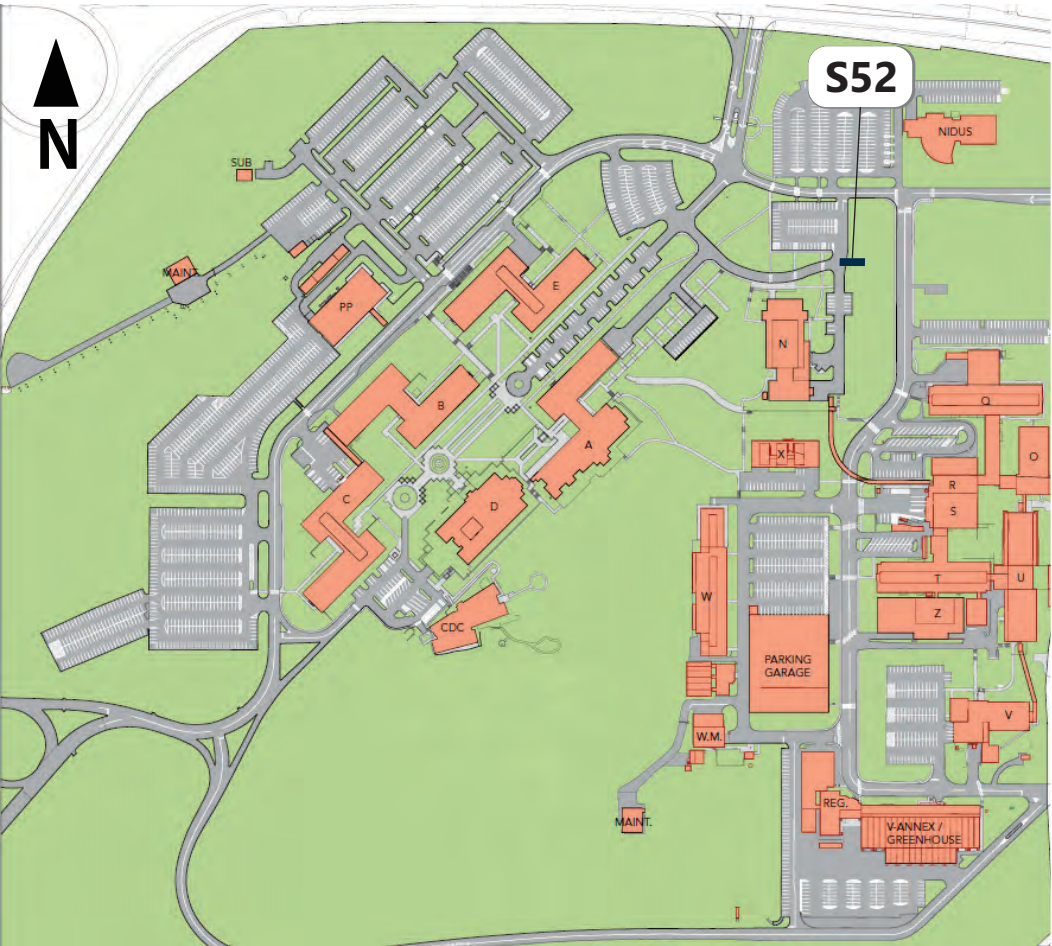
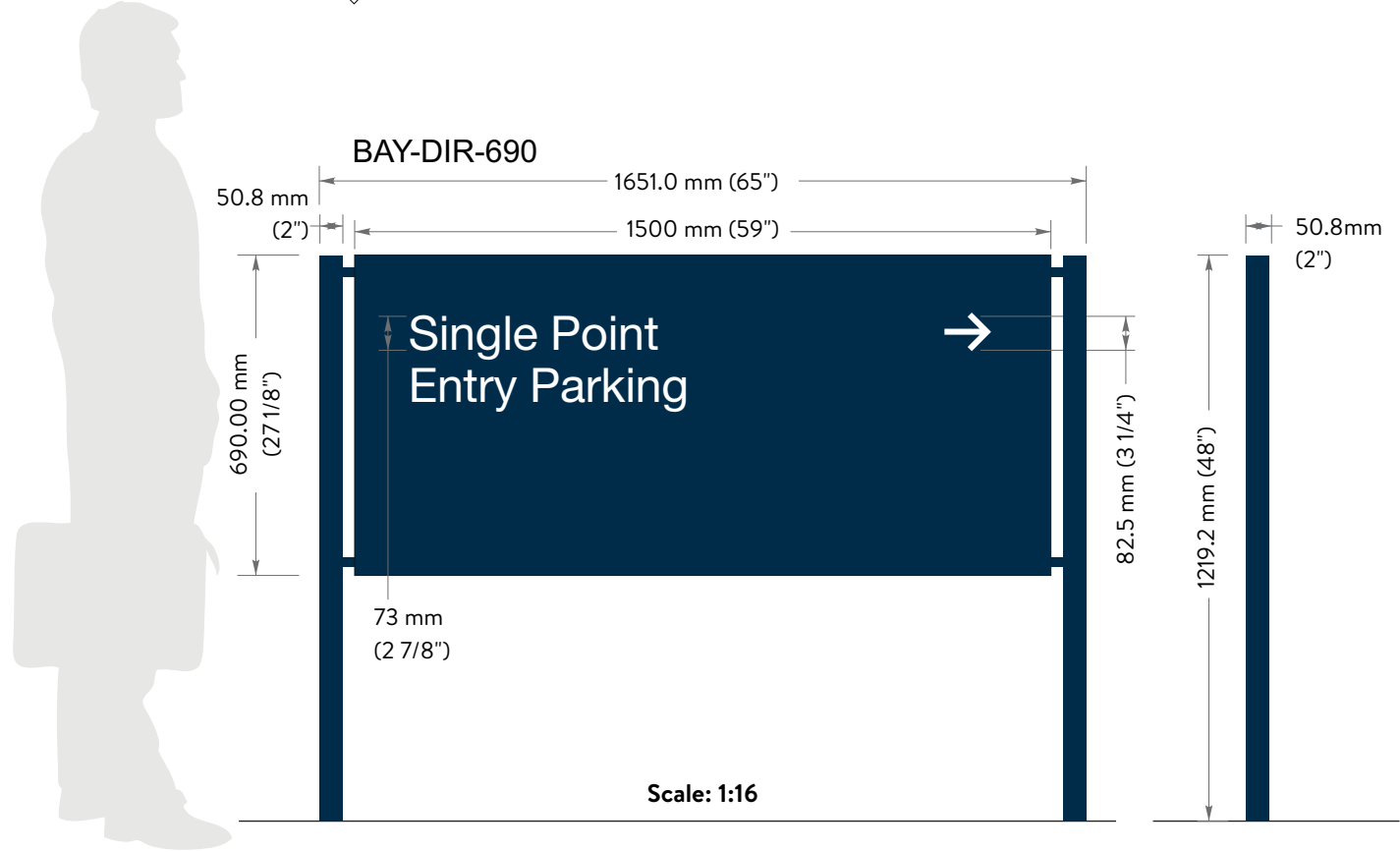
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

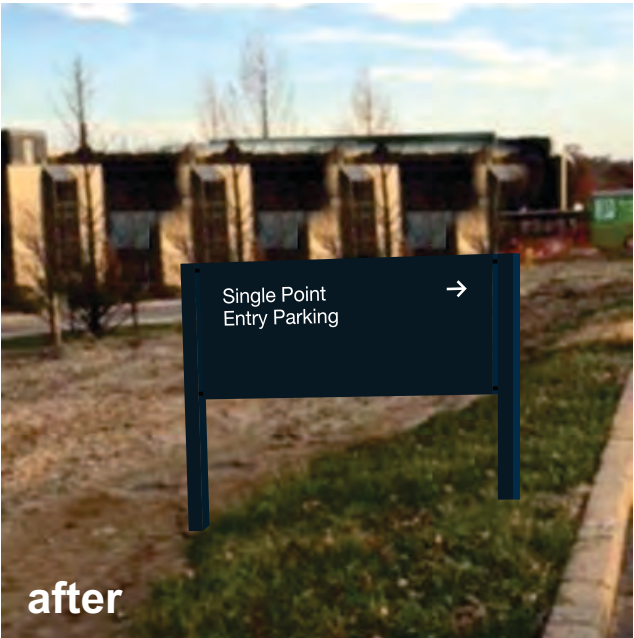
MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



current



after

Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S51

Replacement Post and Panel DIR Sign

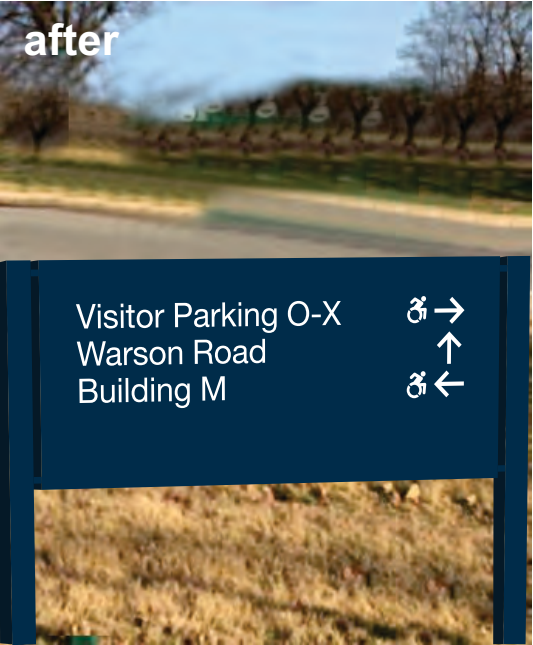
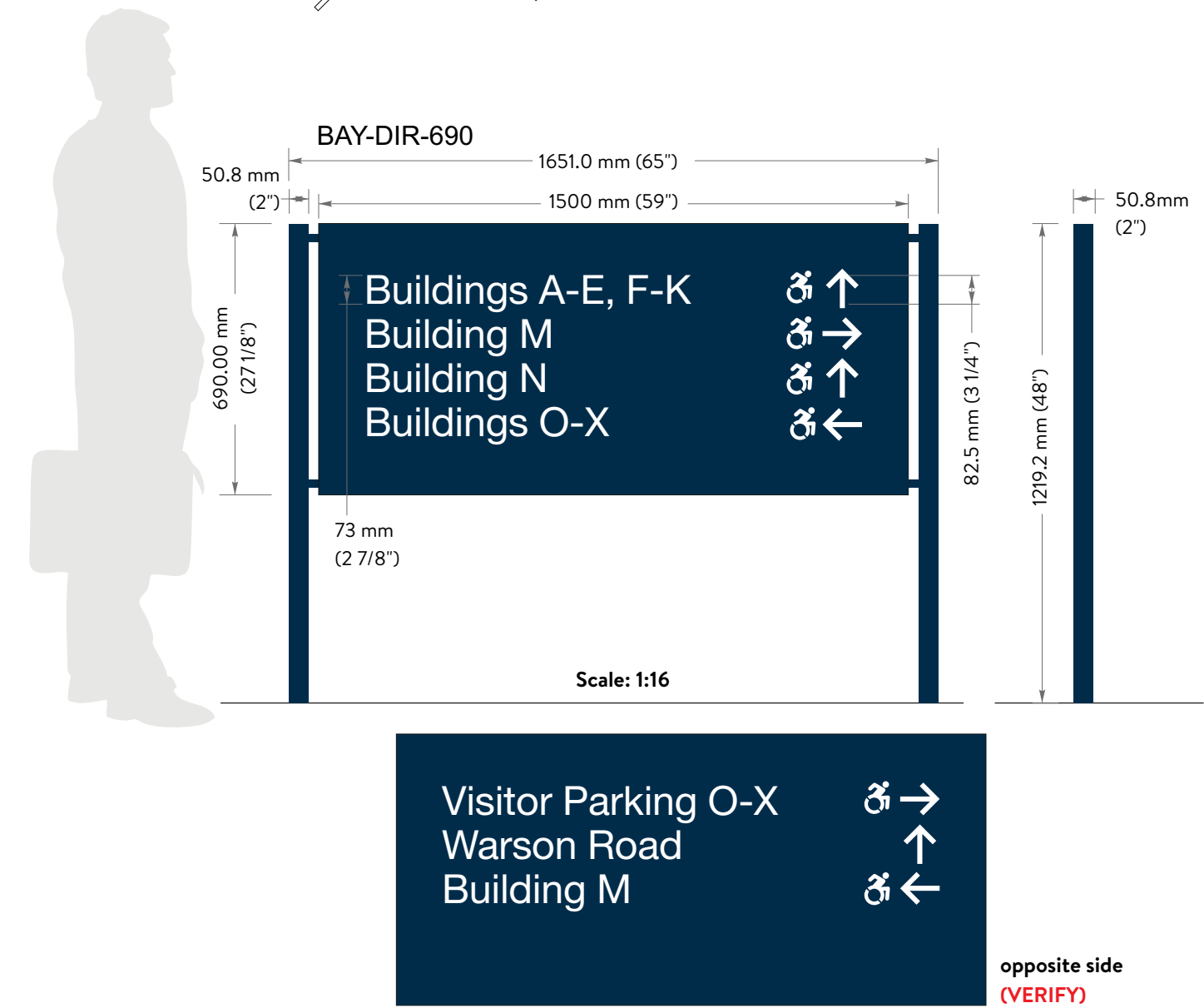
Remove existing ground sign and replace with new D/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S53

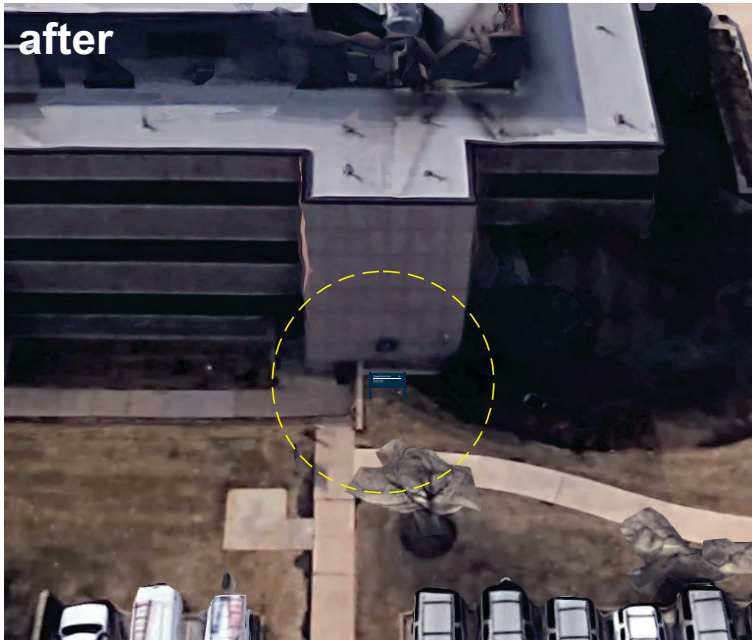
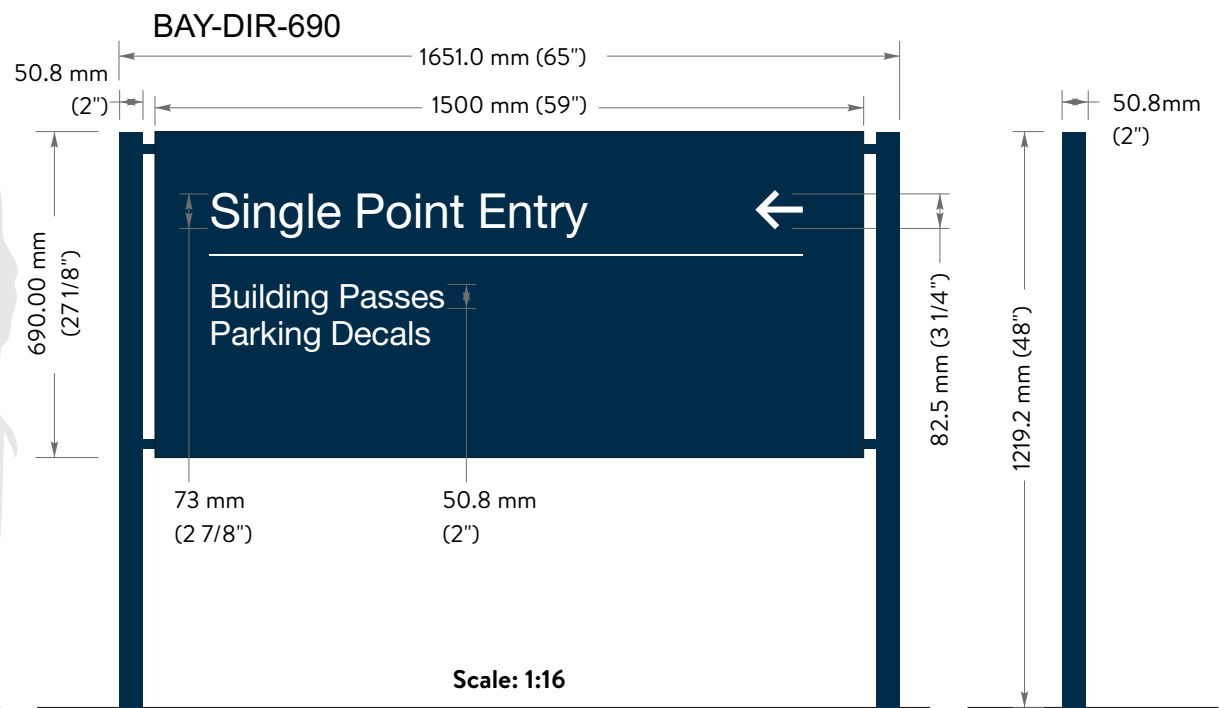
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

 MP 95446 Bayer Blue, satin finish

 (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy  3M #7725-20
Matte White vinyl



S54

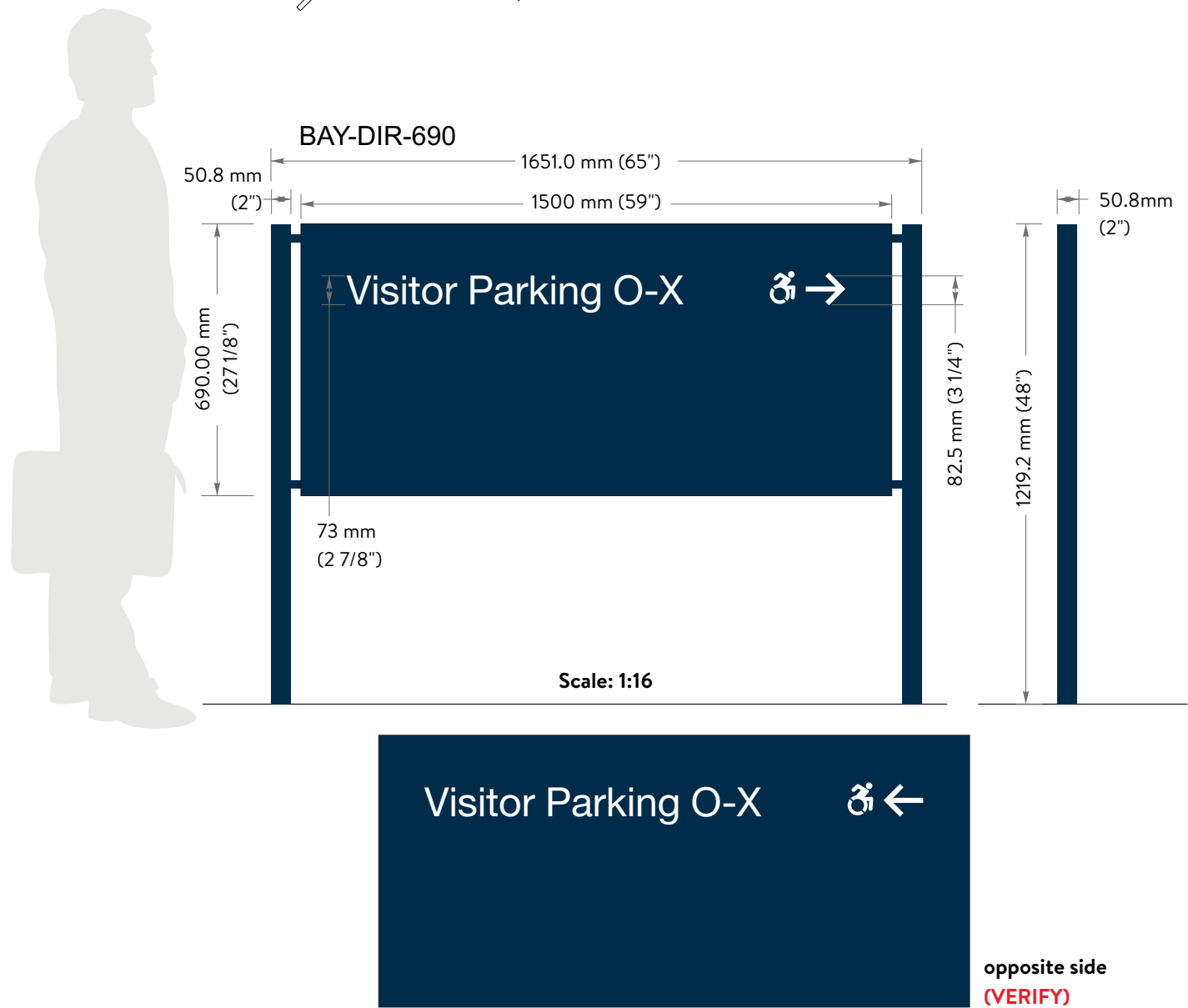
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new D/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S55

Replacement Post and Panel DIR Sign

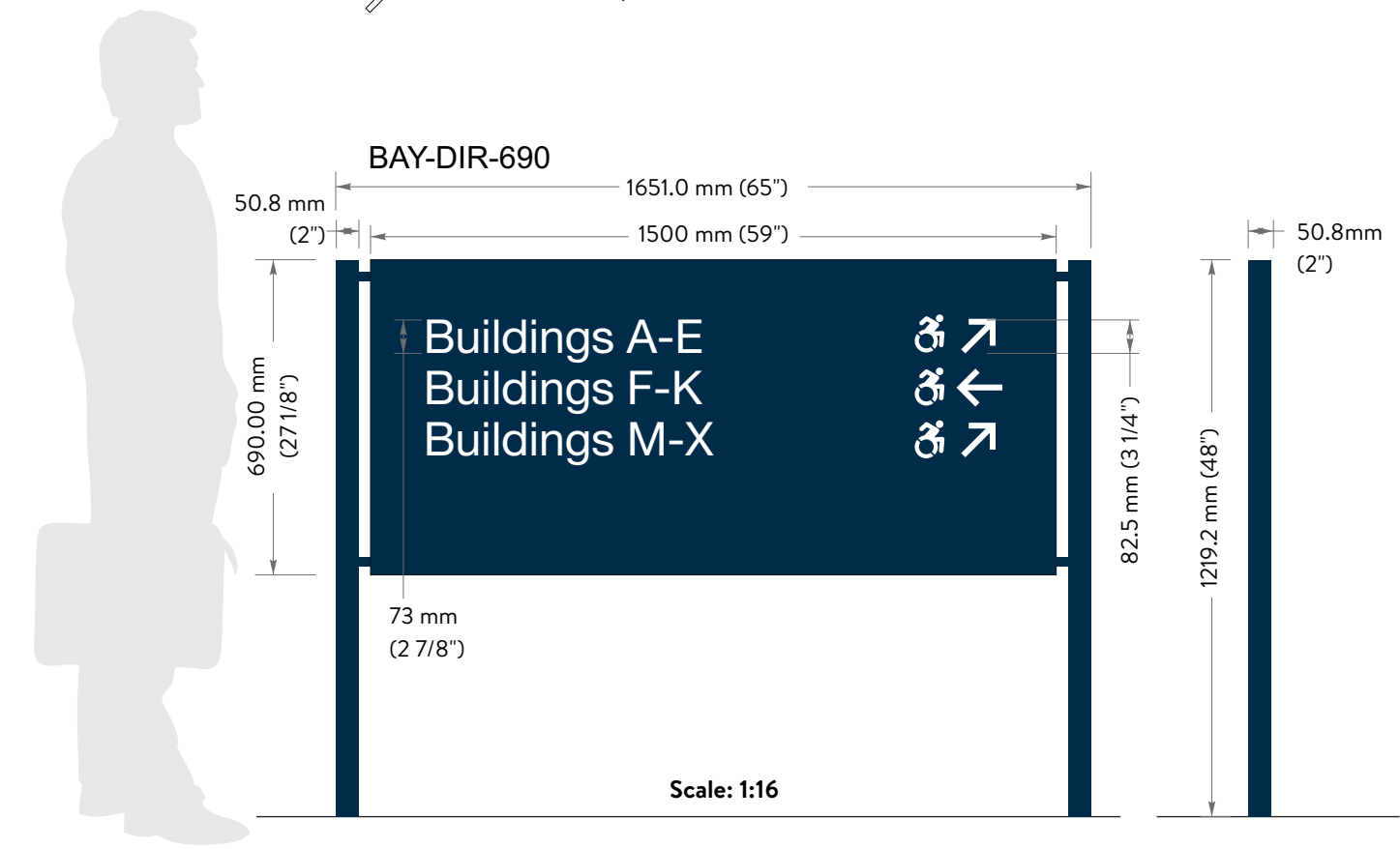
Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S56

Parking and Regulatory Signs (Qty 10)

Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.

NOTE: verify direction of arrows when necessary.



MP 95446 Bayer Blue,
satin finish



(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c



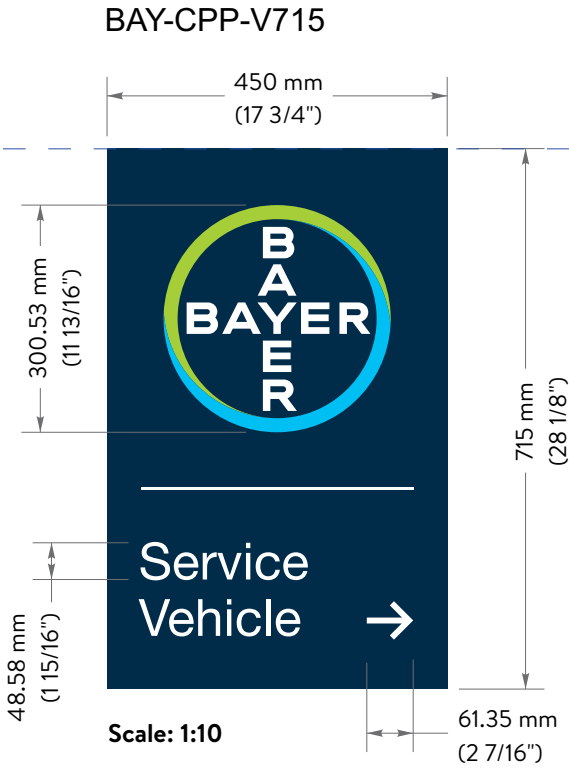
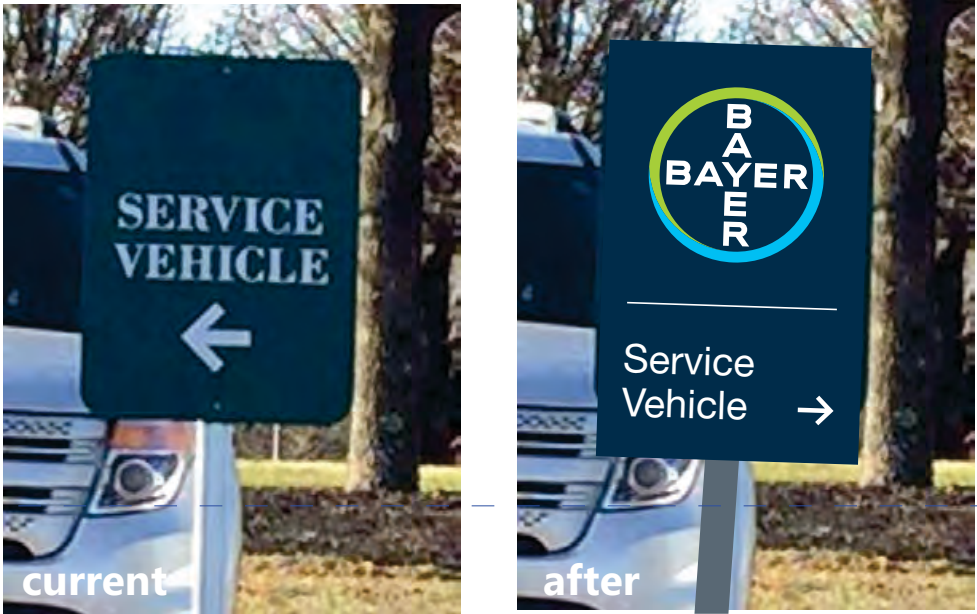
Copy
3M #7725-20
Matte White vinyl



S57 Parking and Regulatory Signs (Qty 7)

Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.

NOTE: verify direction of arrows when necessary.



-  MP 95446 Bayer Blue, satin finish
-  (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
-  Copy 3M #7725-20
Matte White vinyl

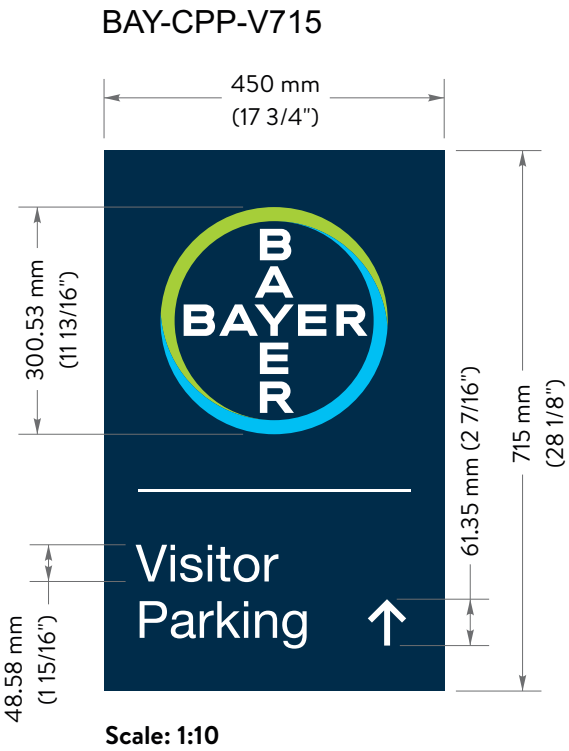


Revisions:	Revisions:	Revisions:
x	x	x
x	x	x
x	x	x

S58

Parking and Regulatory Sign

Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.



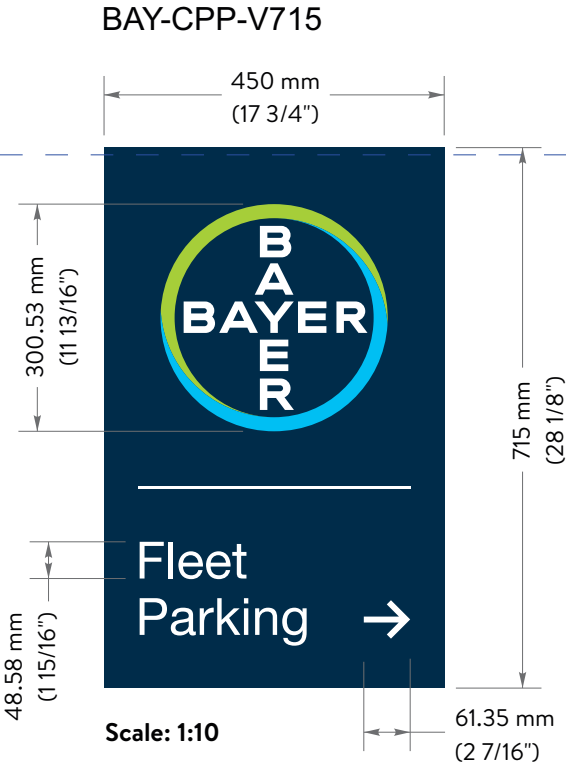
- MP 95446 Bayer Blue, satin finish
- (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
- 3M #7725-20
Matte White vinyl



S59 Parking and Regulatory Signs (Qty 2)

Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.

NOTE: verify direction of arrows when necessary.



MP 95446 Bayer Blue,
satin finish



(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c



3M #7725-20
Matte White vinyl

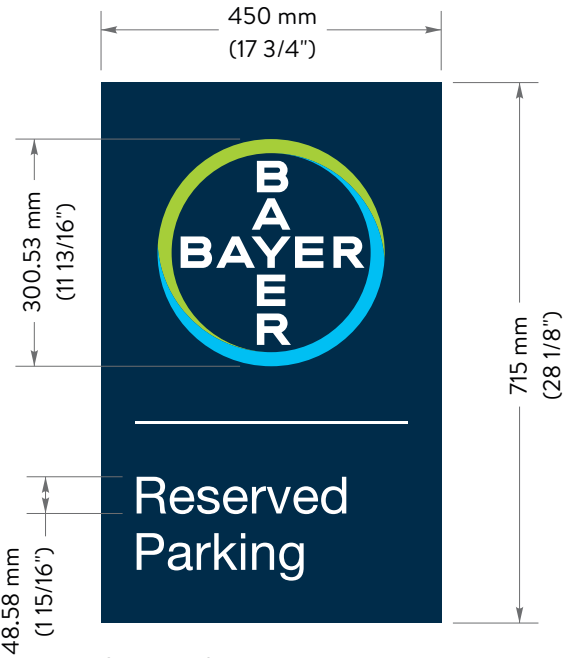


S60

Parking and Regulatory Sign

Remove panel from existing post. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.

BAY-CPP-V715



Scale: 1:10



MP 95446 Bayer Blue,
satin finish



(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S61

Parking and Regulatory Sign

Remove panel from existing post. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.

BAY-CPP-V715



Scale: 1:10



MP 95446 Bayer Blue, satin finish



(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



current



after

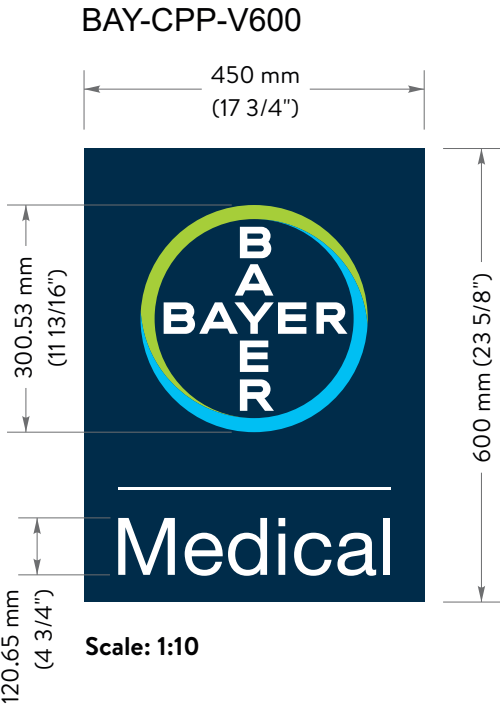


Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S62

Parking and Regulatory Sign

Remove panel from existing post. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.



- MP 95446 Bayer Blue, satin finish
- (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
- Copy

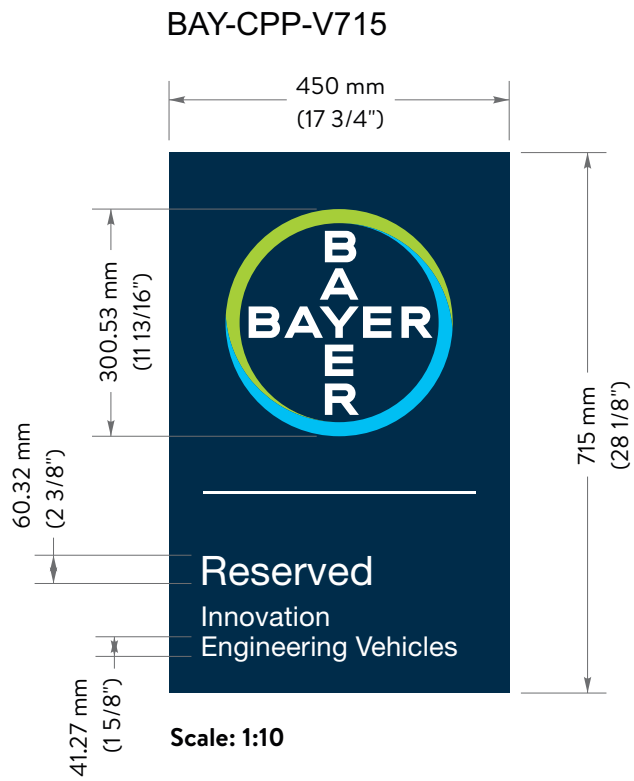
3M #7725-20
Matte White vinyl



S63

Parking and Regulatory Signs (Qty 6)

Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.



MP 95446 Bayer Blue,
satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

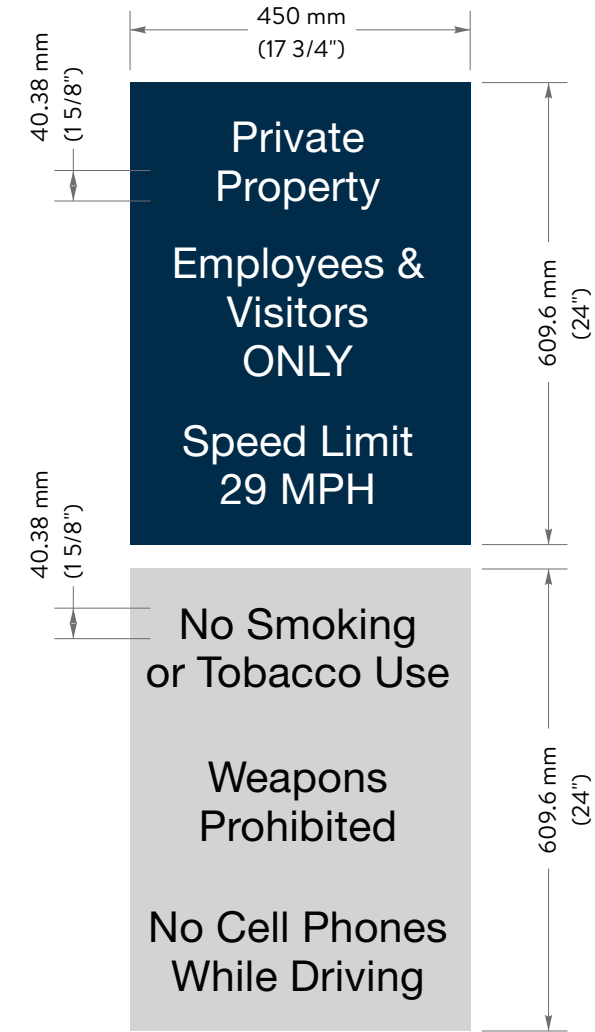
Copy 3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S64 Custom Regulatory Signs (Qty 4)

Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied. Front & back of aluminum panels must be painted to match face panel color.



Scale: 1:10

- MP 95446 Bayer Blue, satin finish
- MP 95447 Bayer Grey, satin finish
- 3M #7725-20, 3M #7725-22
- Matte White & Black vinyls

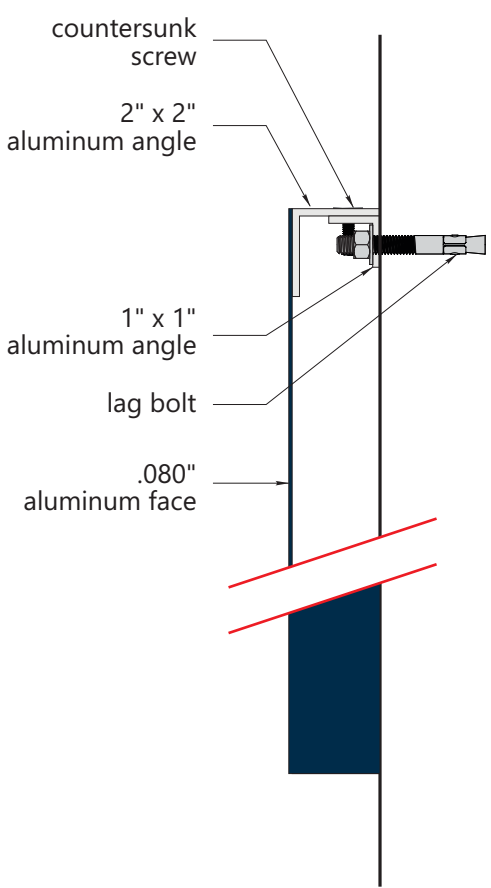
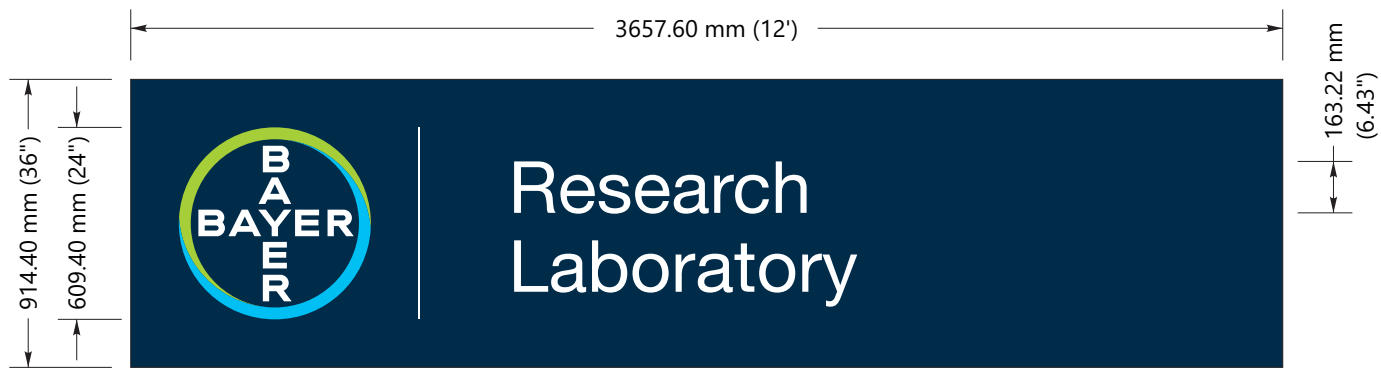


Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

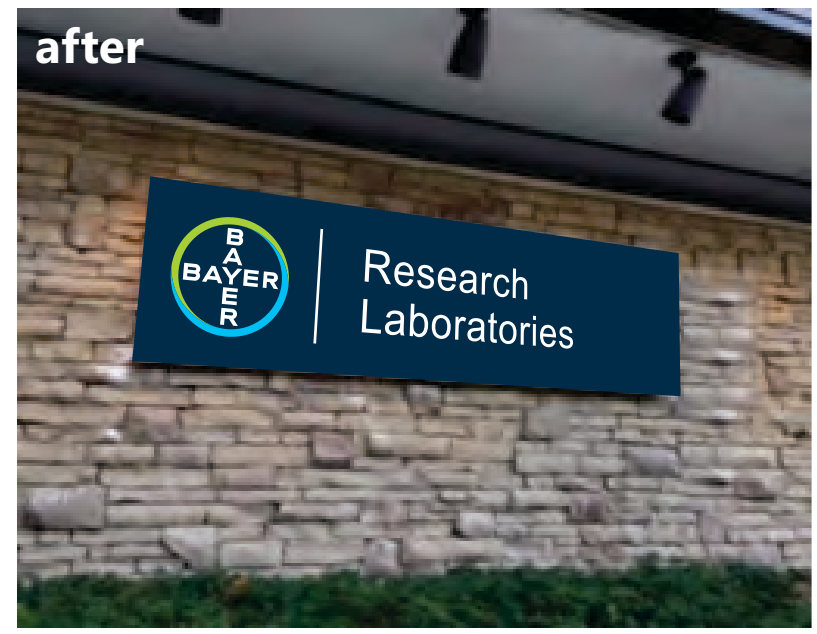
S65

Replacement Wall Sign

Remove wall sign; patch fascia. Install new aluminum sign, painted blue with vinyl graphics applied.



-  MP 95446 Bayer Blue, satin finish
-  (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
-  Copy 3M #7725-20
Matte White vinyl

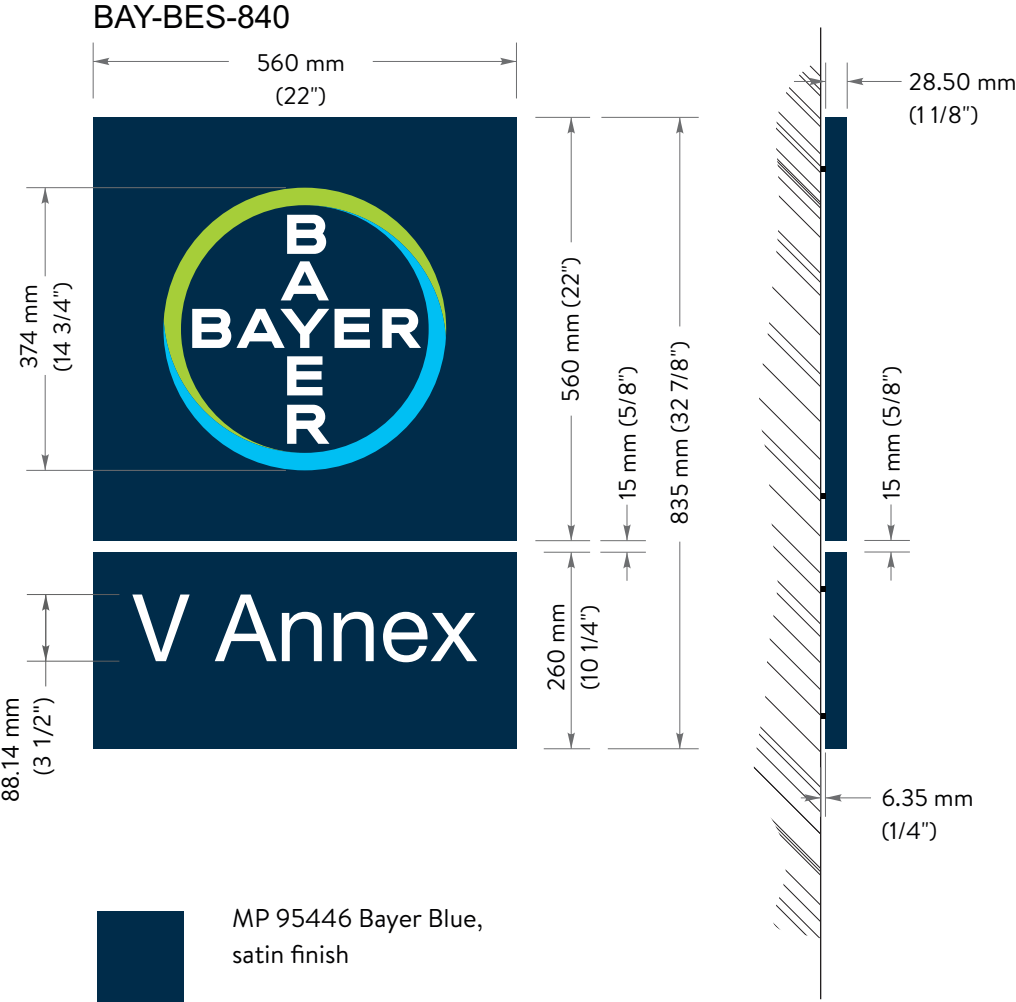


Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

Revisions:	Revisions:	Revisions:
x	x	x
x	x	x
x	x	x

S67 Replacement Wall Panel

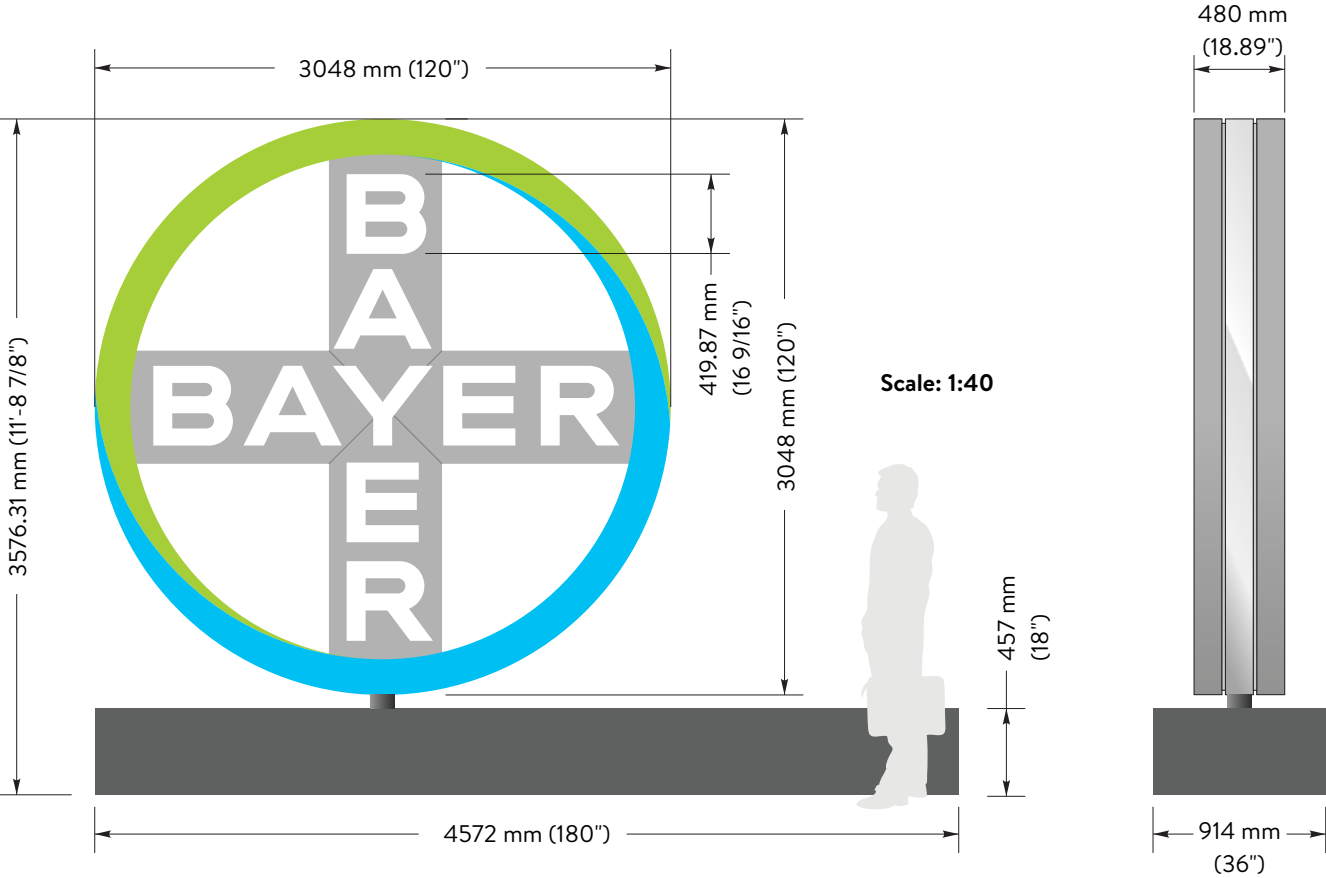
Remove canopy sign. Install new aluminum sign, painted blue with vinyl graphics applied.



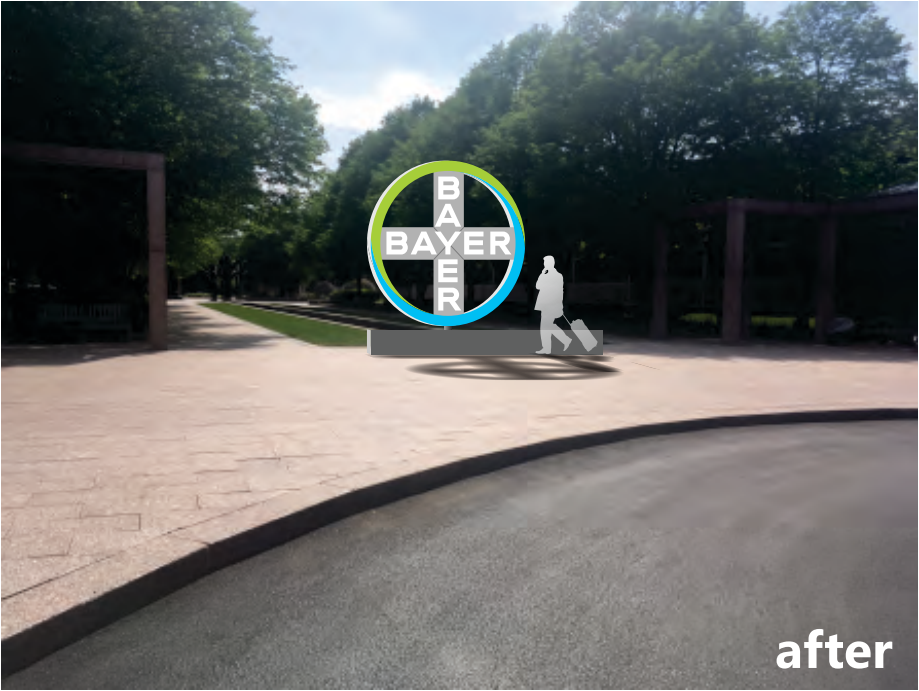
Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S68 New D/F Monument Sign

Install new D/F illuminated monument sign. Overall aluminum construction (see construction drawings for details).



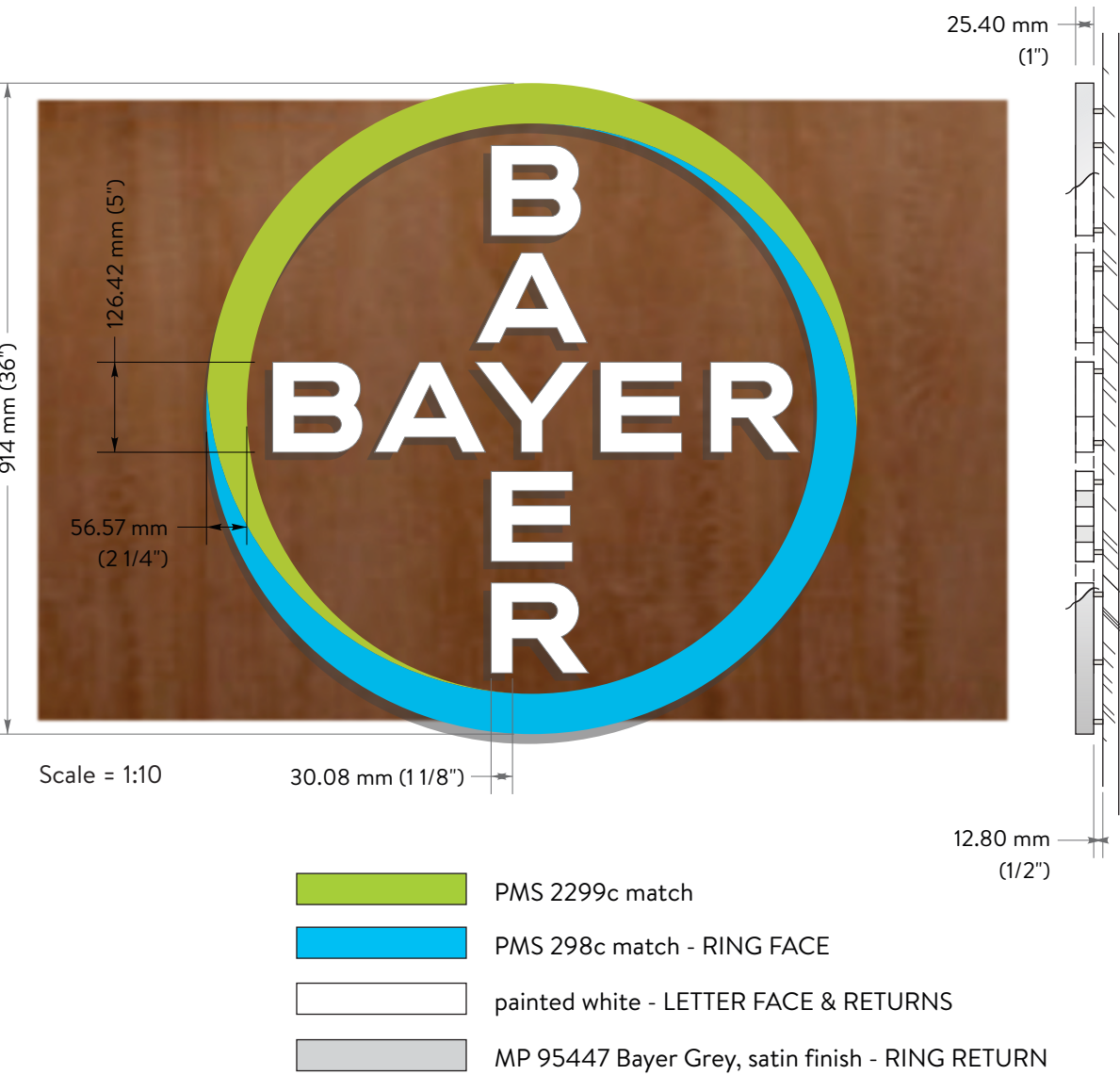
Bayer Dark Blue	CMYK 80/33/0/80 Pantone 2380 C RAL 5011
Bayer Bright Blue	CMYK 71/0/0/0 Pantone 298 C
Bayer Bright Green	CMYK 40/0/100/0 Pantone 2299 C
White Aluminum	RAL 9006
Basalt Gray	RAL 7012



S69 New Interior FCO Lobby Signage

BAY-INT-NI-W-914

- Painted aluminum faces and returns, back lit with LED's.
- Faces to be .125 thick aluminum / Returns to be .063 thick aluminum.
- Faces welded to returns and stud mounted to fascia.
- Letters to be painted white for dark wall environments.



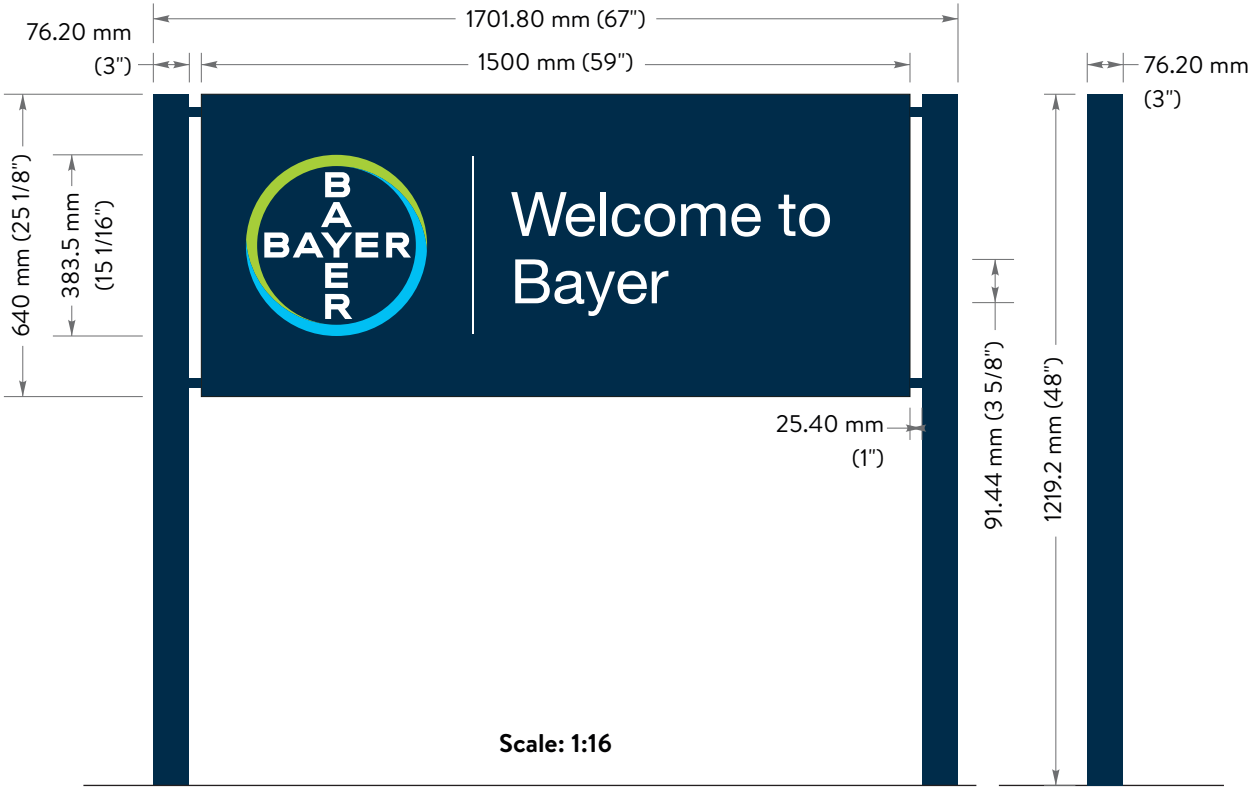
Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)

S70 New Post and Panel Sign

Install new S/F non-illuminated directional sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details.

MP 95446 Bayer Blue, satin finish

Copy 3M #7725-20 Matte White vinyl



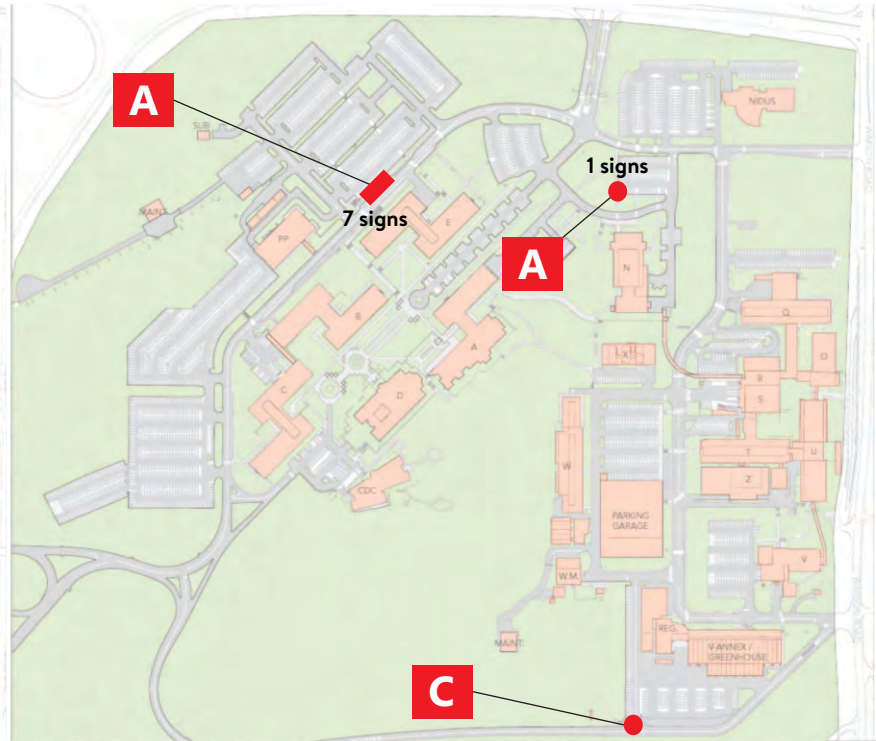
Miscellaneous

Remove only.



8 signs

Leave as is.



Illumination Photos



Attachment: MSP Creve Coeur East Campus (#18-045: Bayer Master Sign Plan)



Creve Coeur West Proposed Site Branding

Site: US212F01
City: Creve Coeur, MO
Address: 800 N. Lindbergh Blvd
Date: 10/01/2018

Monument Map



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)



Revisions:
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Revisions:
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Revisions:
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File Location:
Drive/Clients/
☐ AS ☐ CR ☒ EN

STND
CSTM

Date: 10-01-18

Designer: JAB PM: MS

City/State: Creve Coeur, MO

Address: 800 North Lindbergh Blvd

Drawing #

OE #

C58827

Packet Pg. 151

Custom D/F Monument

Remove existing ground sign and replace with new D/F illuminated monument sign.

PAINT COLORS

MP 95446 Bayer Blue, satin finish

MP 08029 Iron Age, satin finish

VINYL COLORS

DIGITAL PRINT PMS2299C

-1st surface application-
3 hits (1st hit color, 2nd hit white, 3rd hit color)
on clear vinyl w/satin over-laminate

DIGITAL PRINT PMS298C

-1st surface application-
3 hits (1st hit color, 2nd hit white, 3rd hit color)
on clear vinyl w/satin over-laminate

Avery #5528 Sharp Red

-1st surface application-

COPY

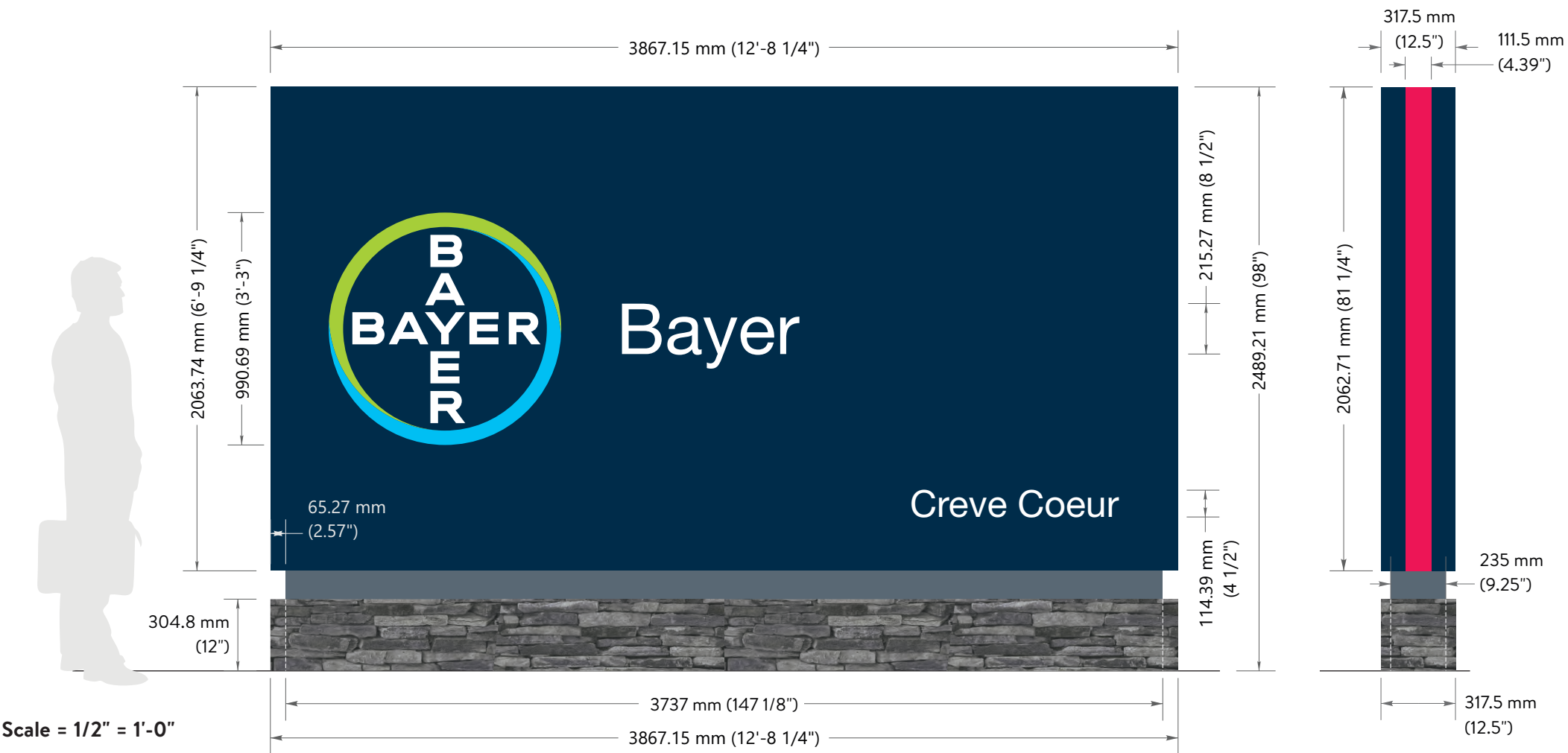
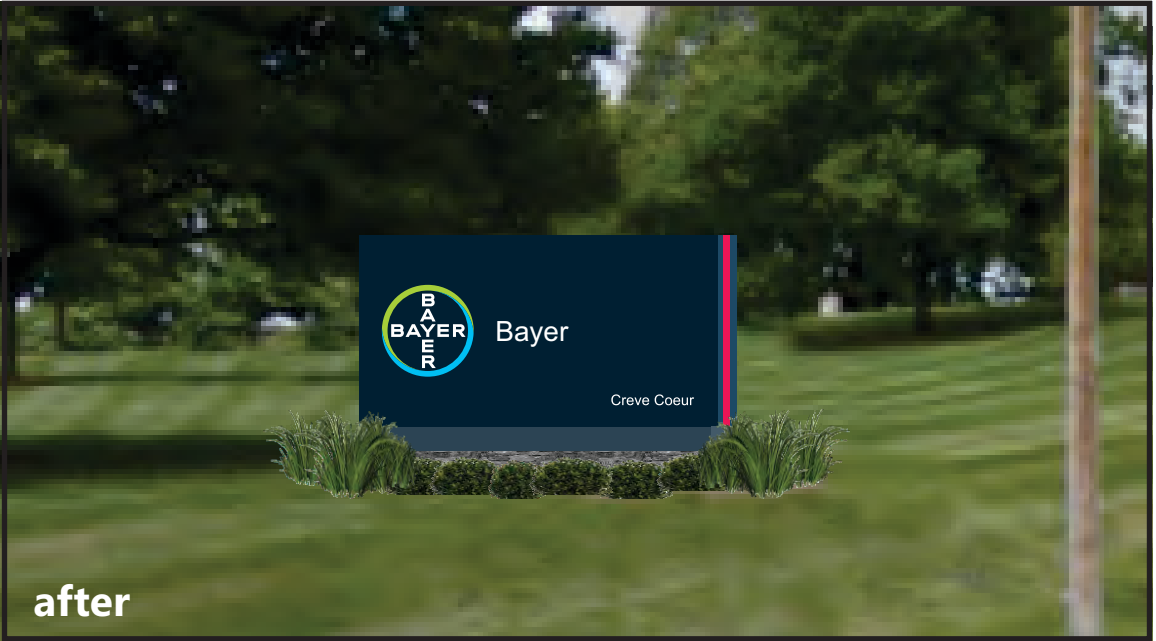
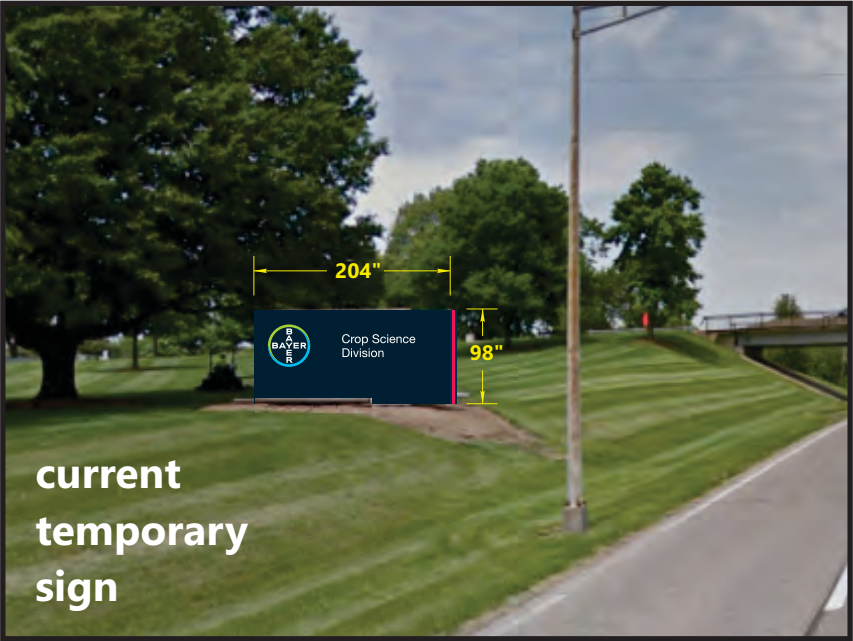
Routed and backed with #7328 white acrylic
ADDRESS (optional)
 3M #7725-20 Matte White

Gray Stone

-- actual landscaping plan will be submitted with permit package.

FONTS

HelveticaNeueLT Std



Revisions:	Revisions:	Revisions:
X	X	X
X	X	X
X	X	X

S3

Custom D/F Monument

Remove existing ground sign and replace with new D/F illuminated monument sign.

PAINT COLORS

- MP 95446 Bayer Blue, satin finish
- MP 08029 Iron Age, satin finish

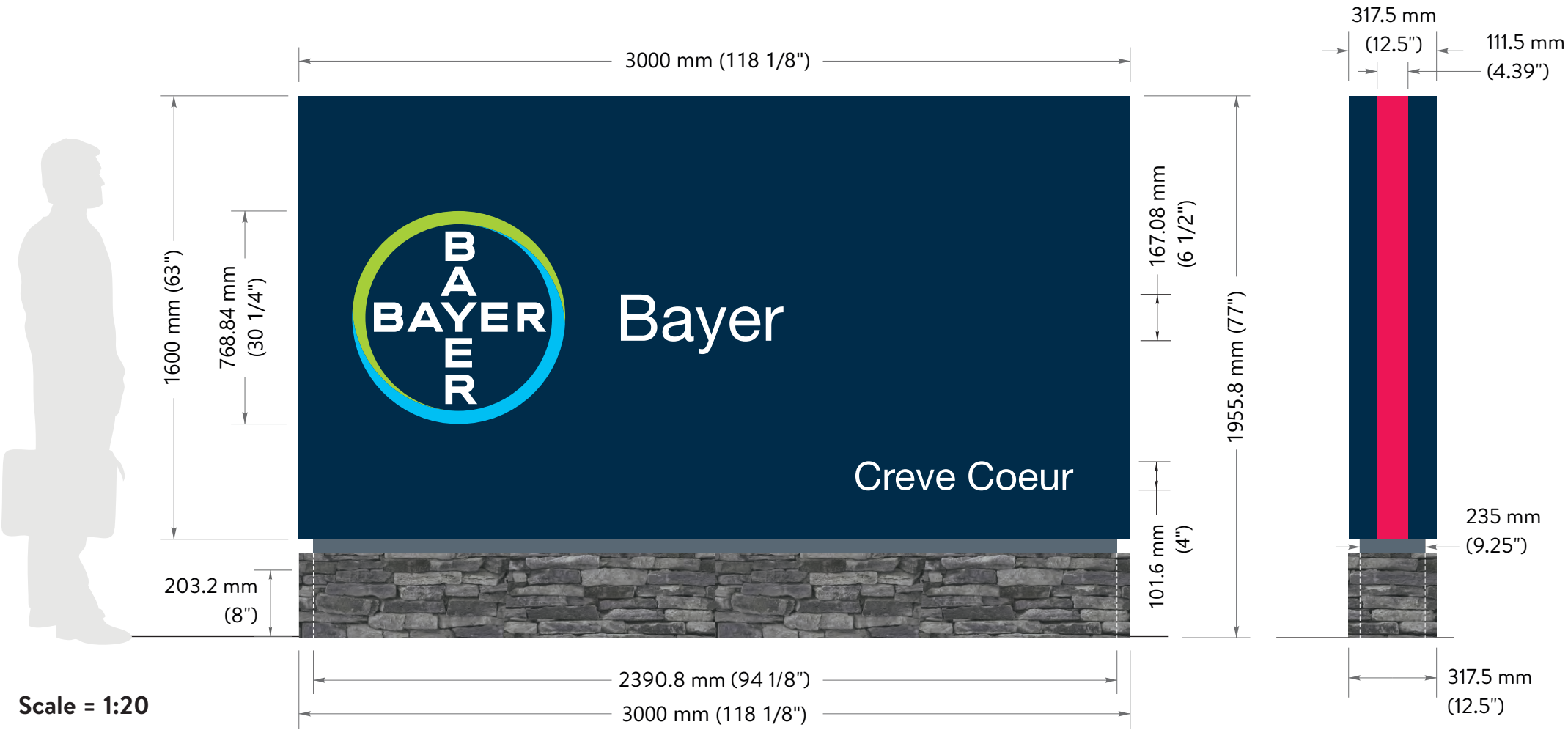
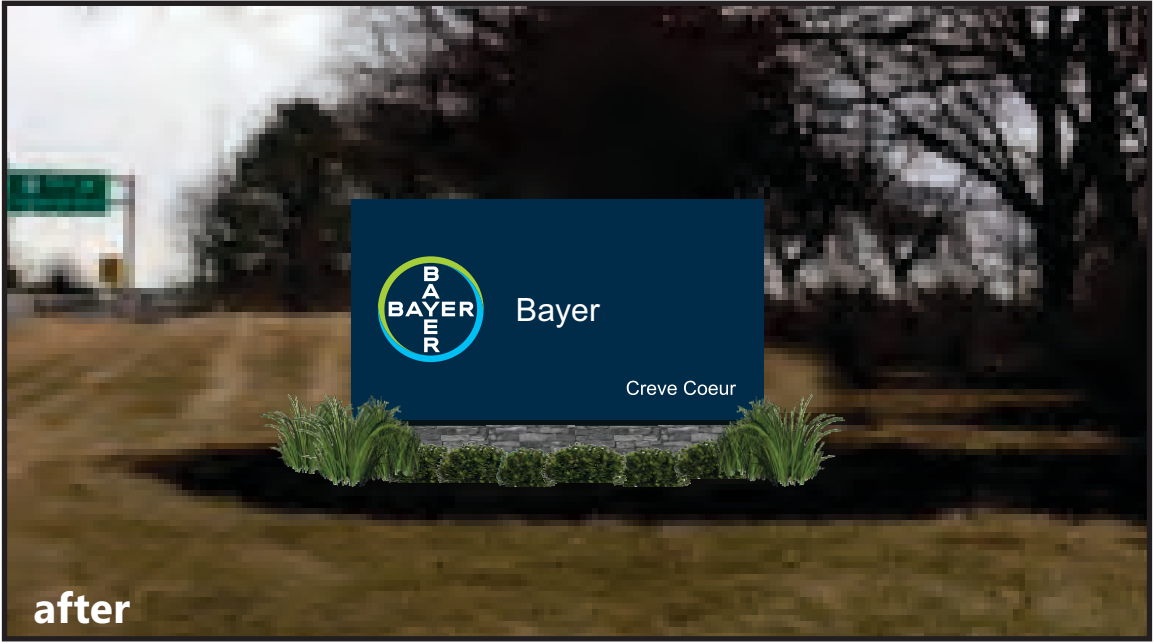
VINYL COLORS

- DIGITAL PRINT PMS2299C
-1st surface application-
3 hits (1st hit color, 2nd hit white, 3rd hit color)
on clear vinyl w/satin over-laminate
- DIGITAL PRINT PMS298C
-1st surface application-
3 hits (1st hit color, 2nd hit white, 3rd hit color)
on clear vinyl w/satin over-laminate
- Avery #5528 Sharp Red
-1st surface application-
- COPY
Routed and backed with #7328 white acrylic
ADDRESS (optional)
3M #7725-20 Matte White



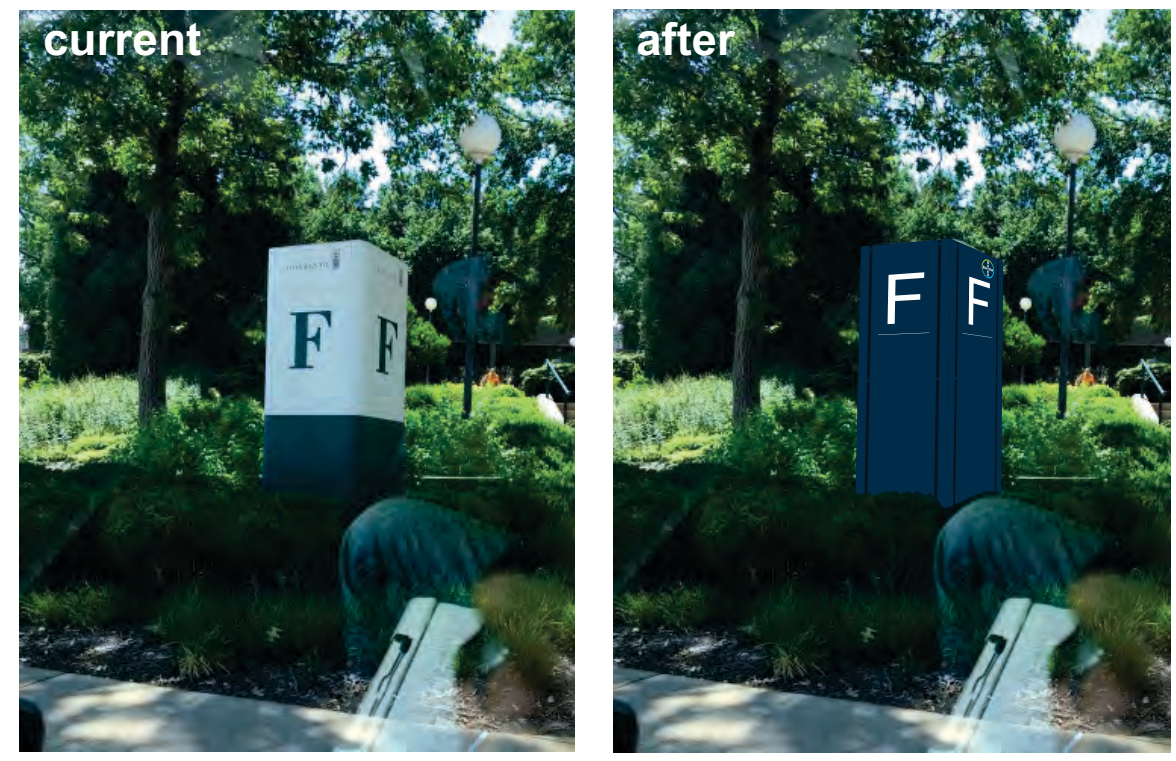
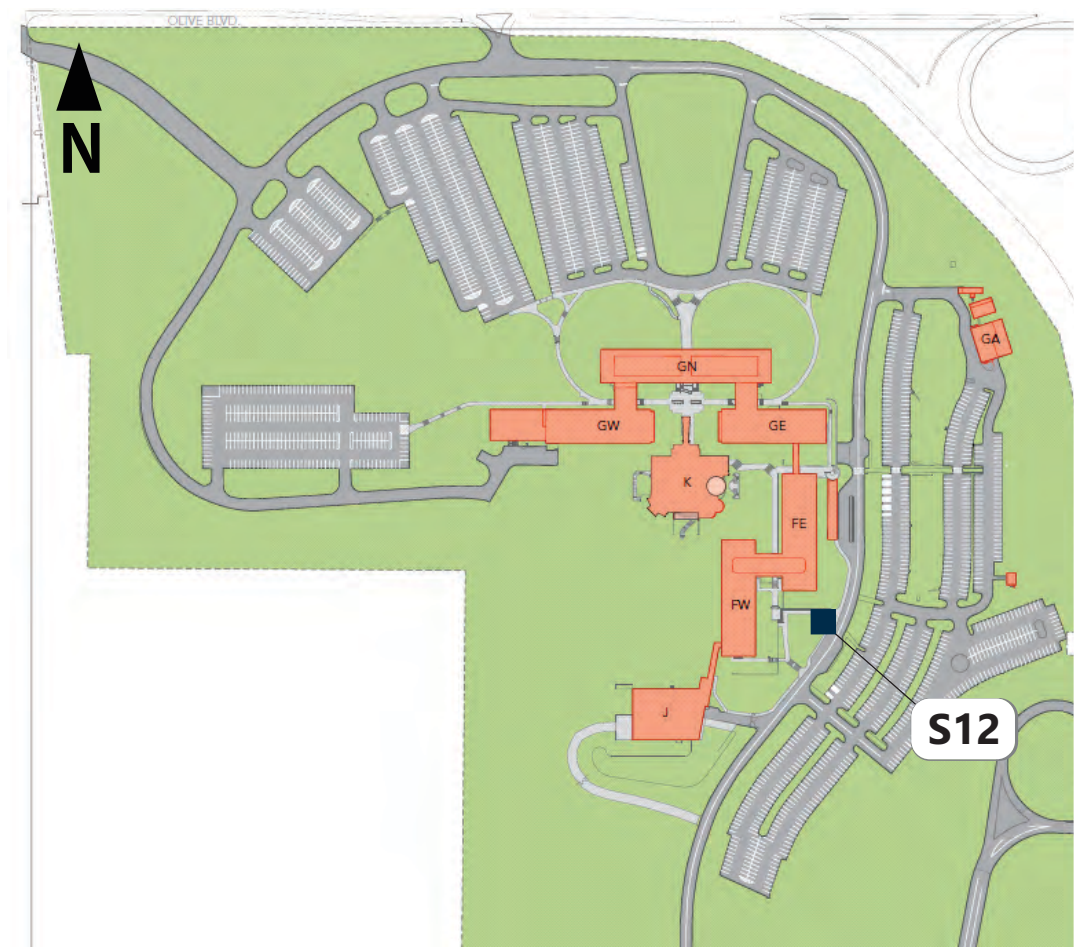
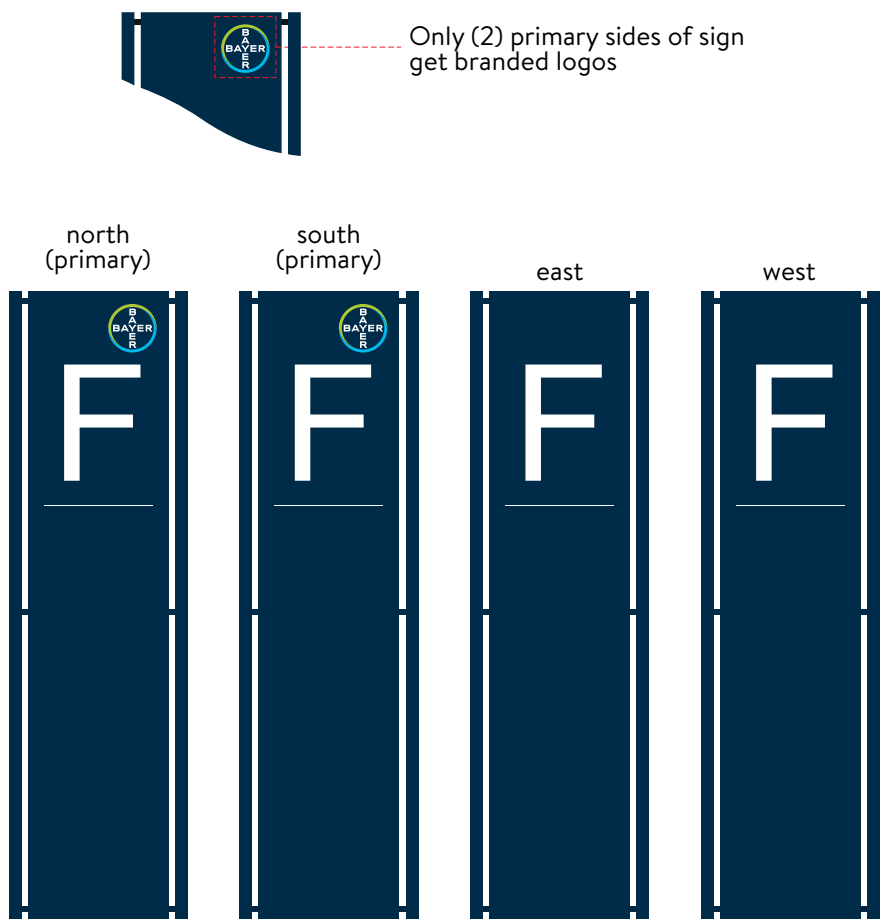
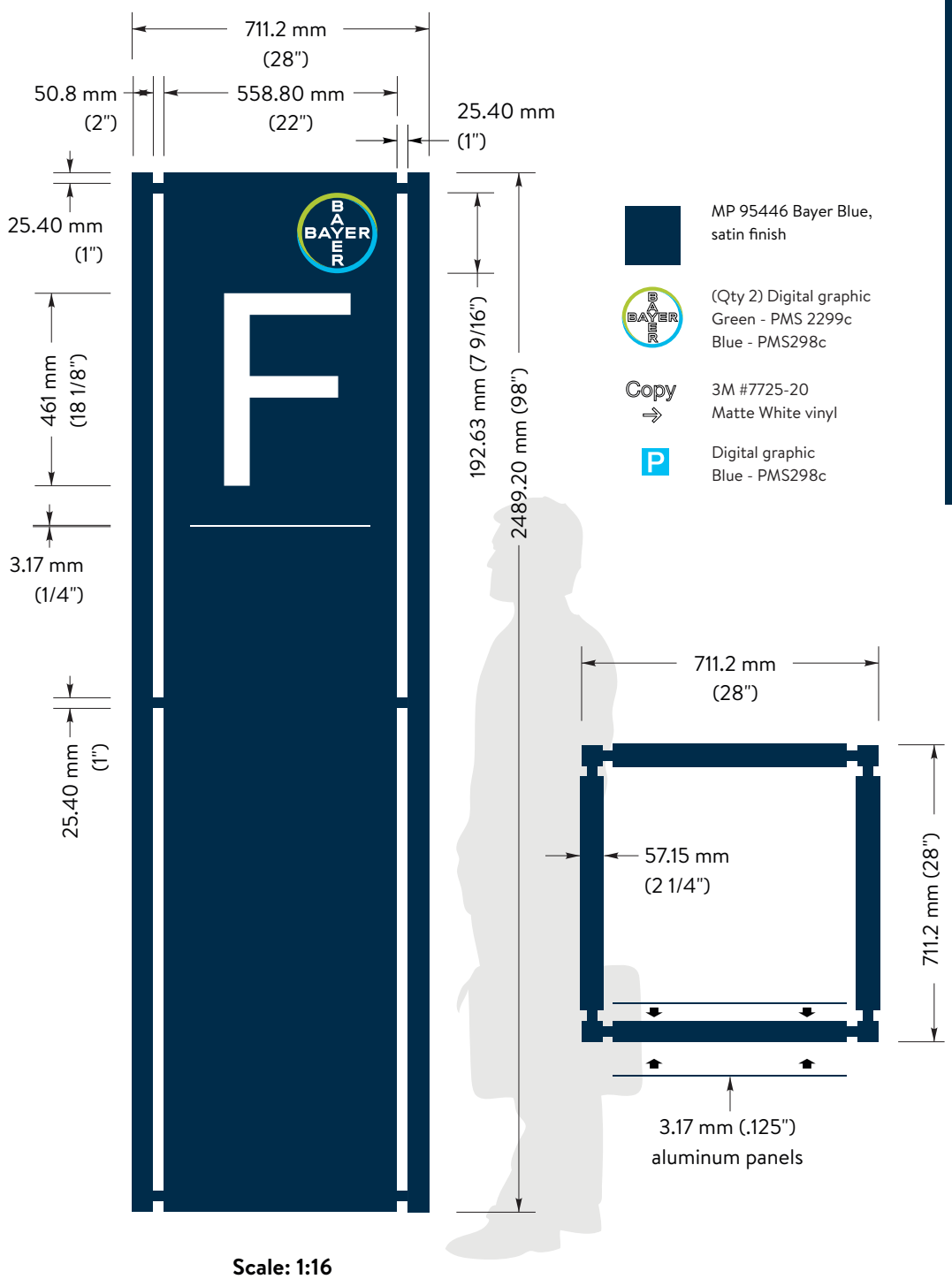
-- actual landscaping plan will be submitted with permit package.

Fonts
HelveticaNeueLT Std



S12 4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details. **Tech survey required to determine install into existing concrete footing.**

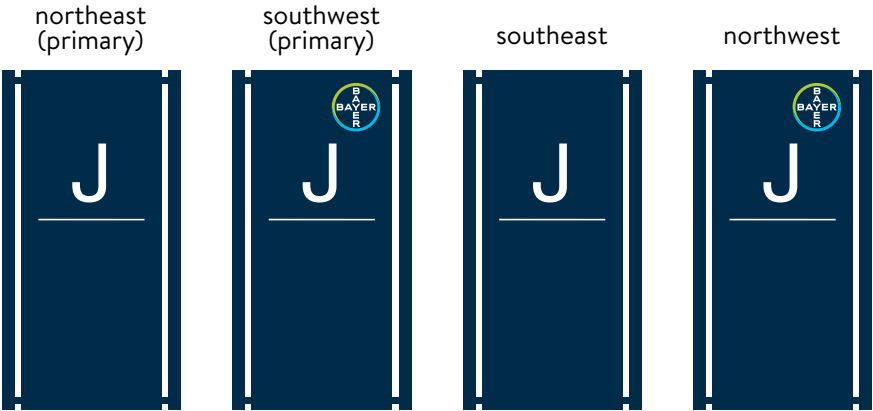


Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

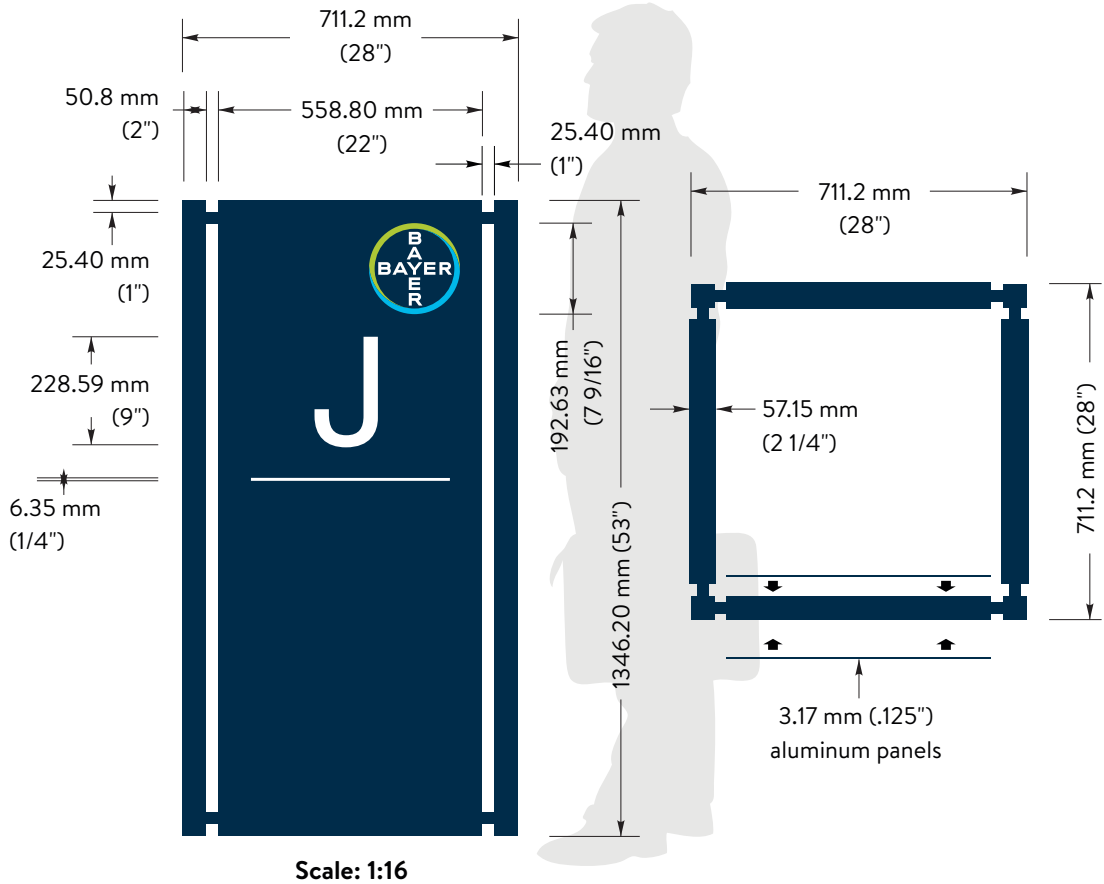
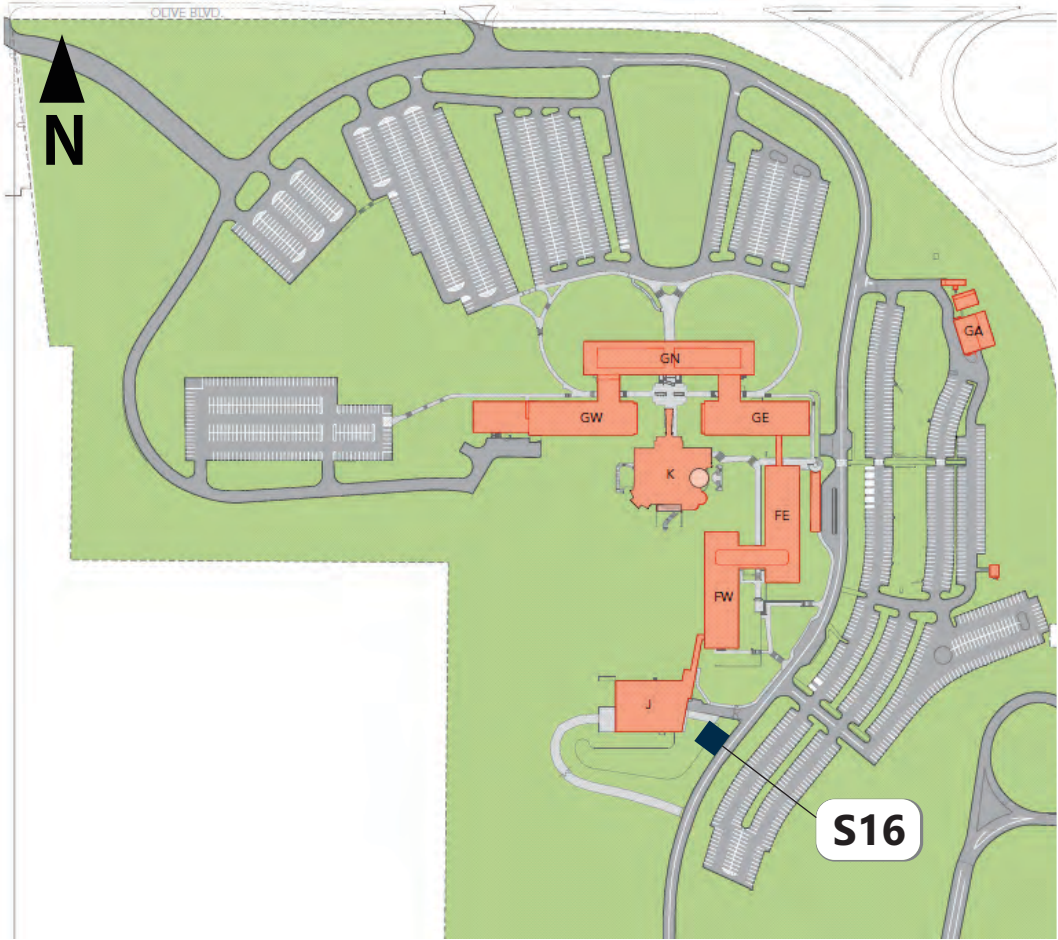
S16 4 Sided Building ID Sign

Remove existing. Install new 4-sided non-illuminated building identification sign. Aluminum construction, painted corporate colors with applied vinyl. See construction drawings for details.
Tech survey required to determine install into existing concrete footing.

-  MP 95446 Bayer Blue, satin finish
-  (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
-  Copy 3M #7725-20
Matte White vinyl
-  Digital graphic
Blue - PMS298c



Only (2) primary sides of sign get branded logos



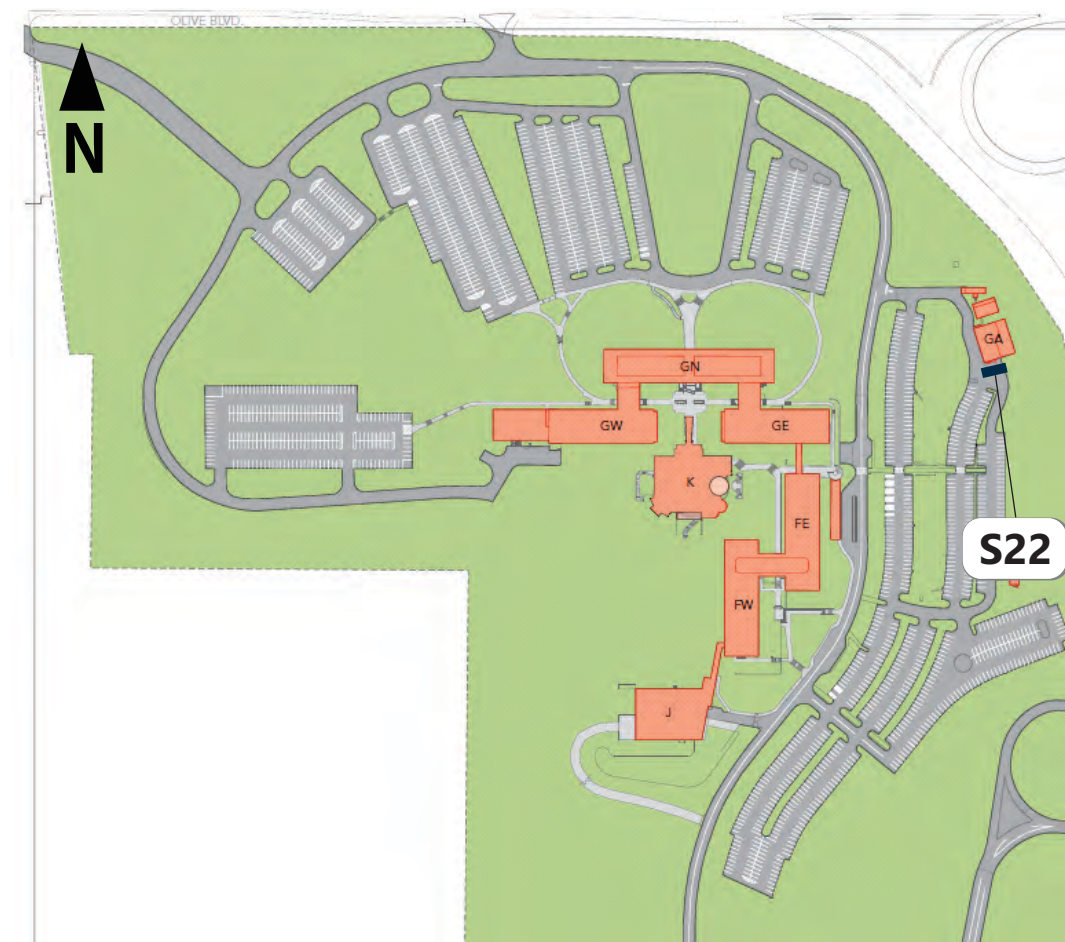
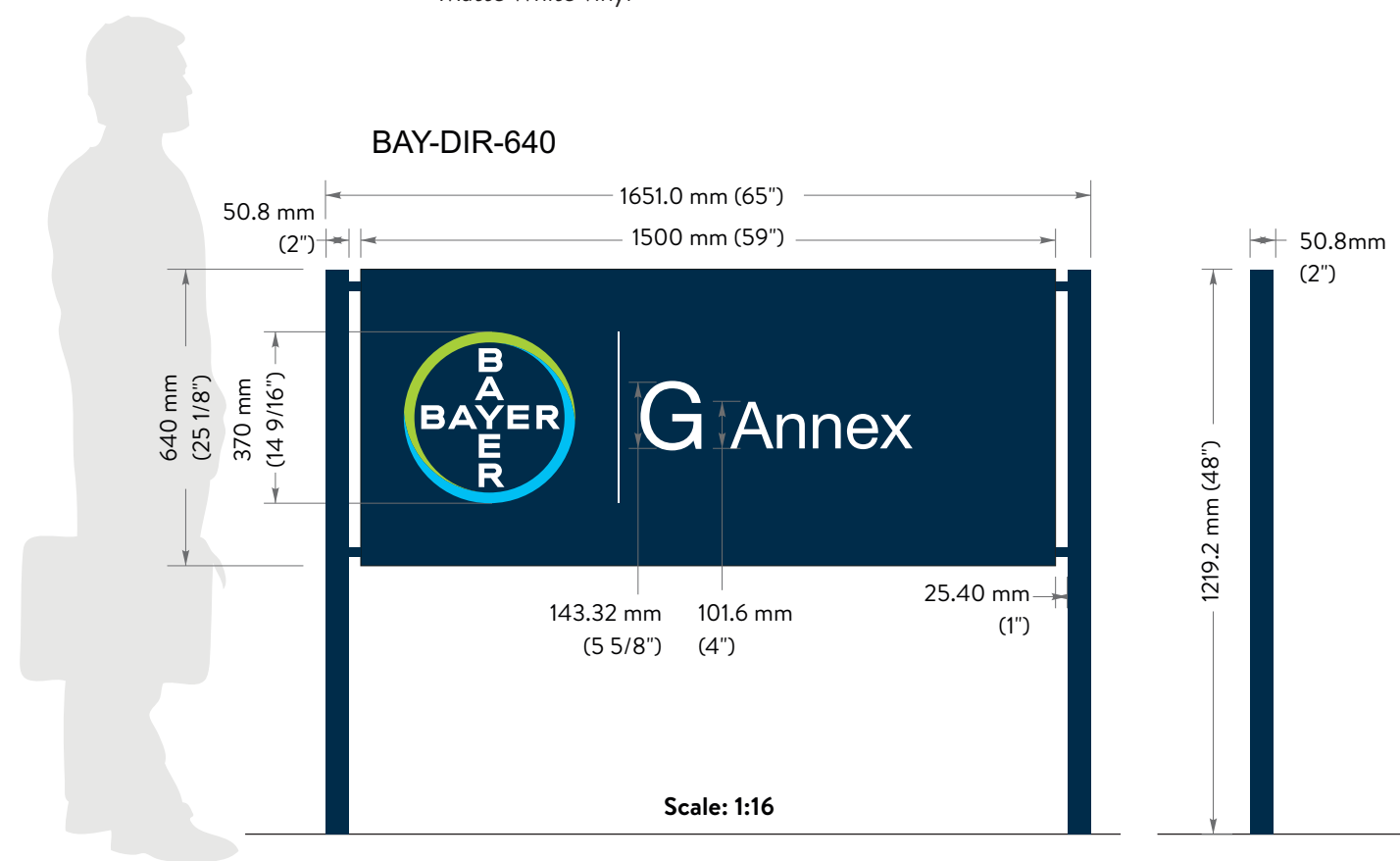
Replacement Post and Panel Bldg Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.



Copy

3M #7725-20
Matte White vinyl



Revisions:

X

X

X

Revisions:

X

X

X

Revisions:

X

X

X

File Location: STND _____
Drive/Clients/ CSTM _____

☐ AS ☐ CR ☒ EN

Date: 10-01-18

Designer: JAB PM: MS

City/State: Creve Couer, MO

Address: 800 North Lindbergh Blvd

Drawing #

OE #

C58827

Packet Pg. 157

S30

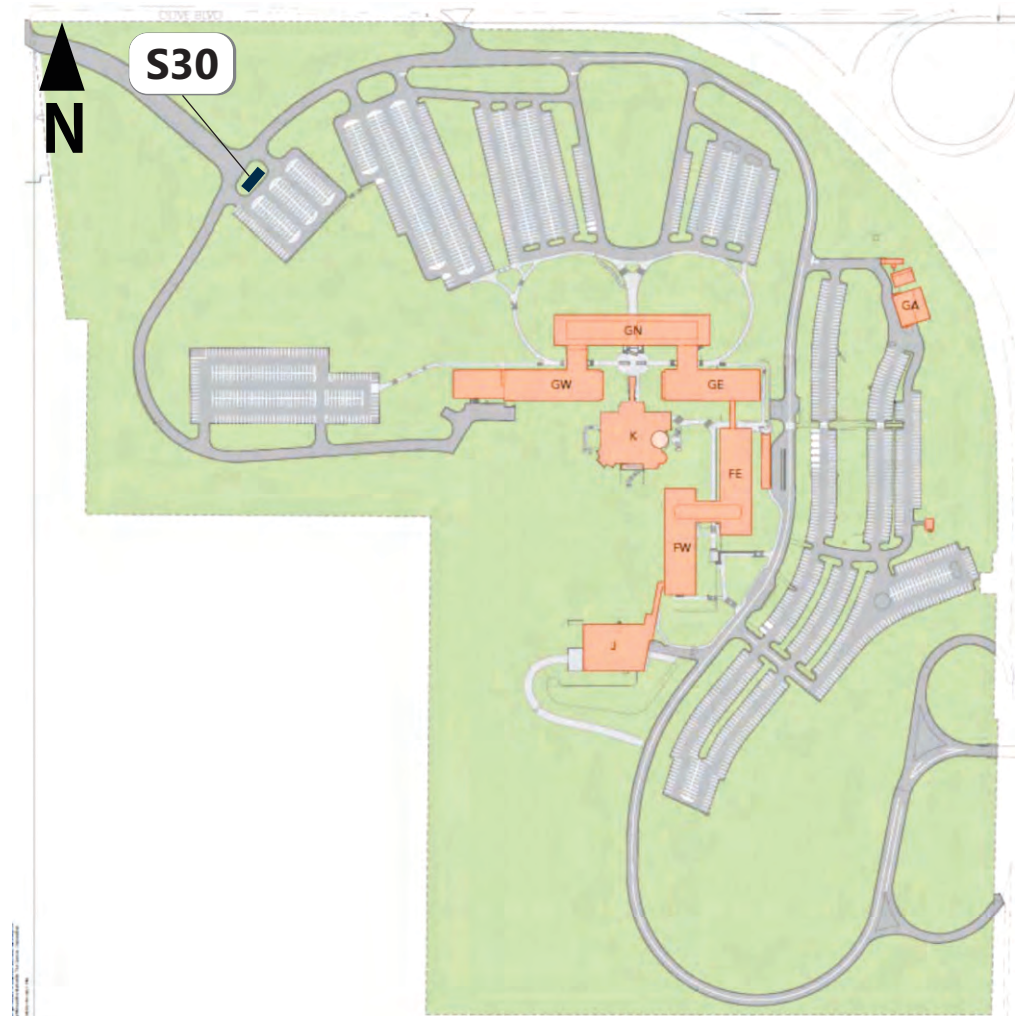
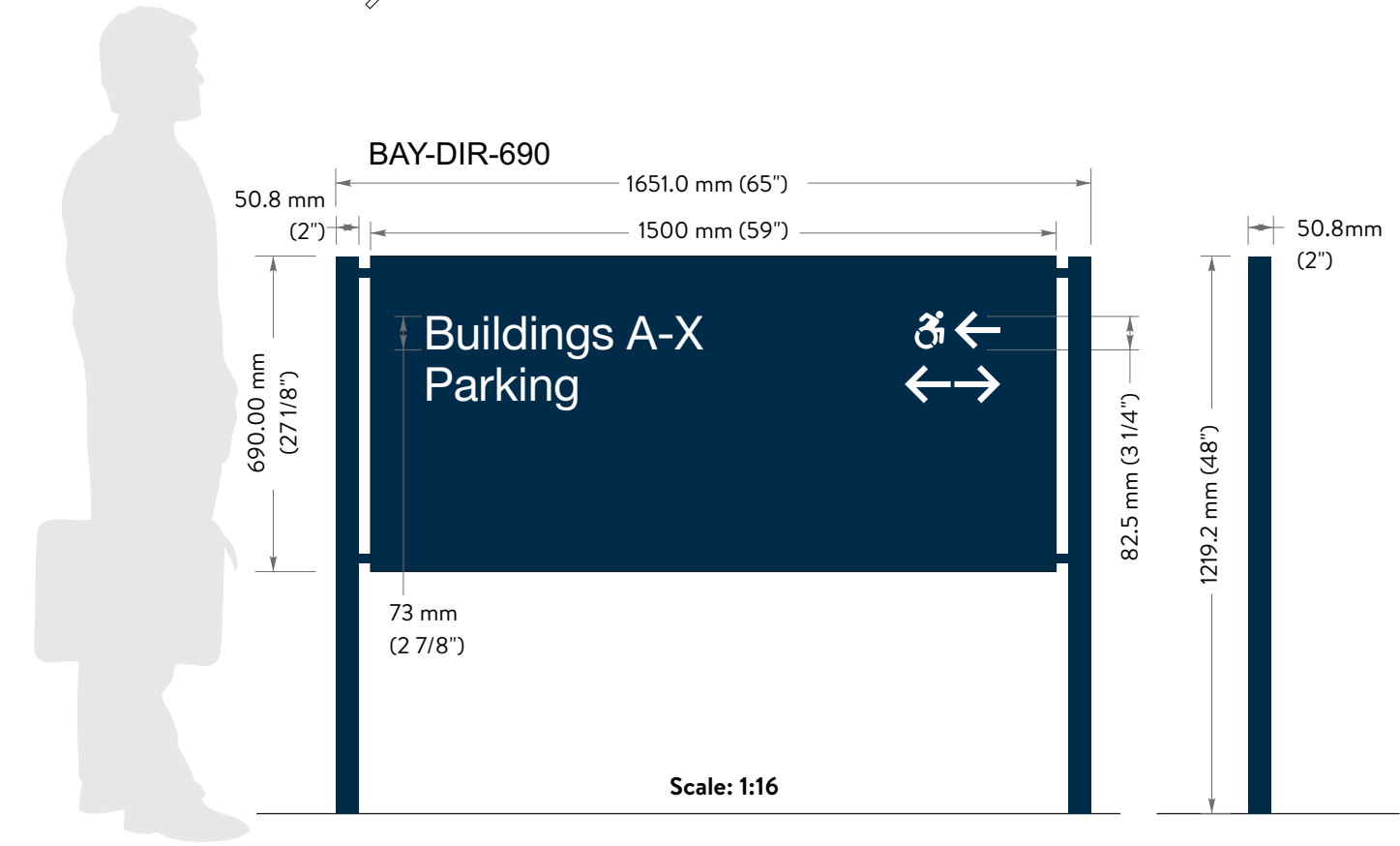
Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

- MP 95446 Bayer Blue, satin finish
- 

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
- Copy

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S31

Replacement Post and Panel DIR Sign

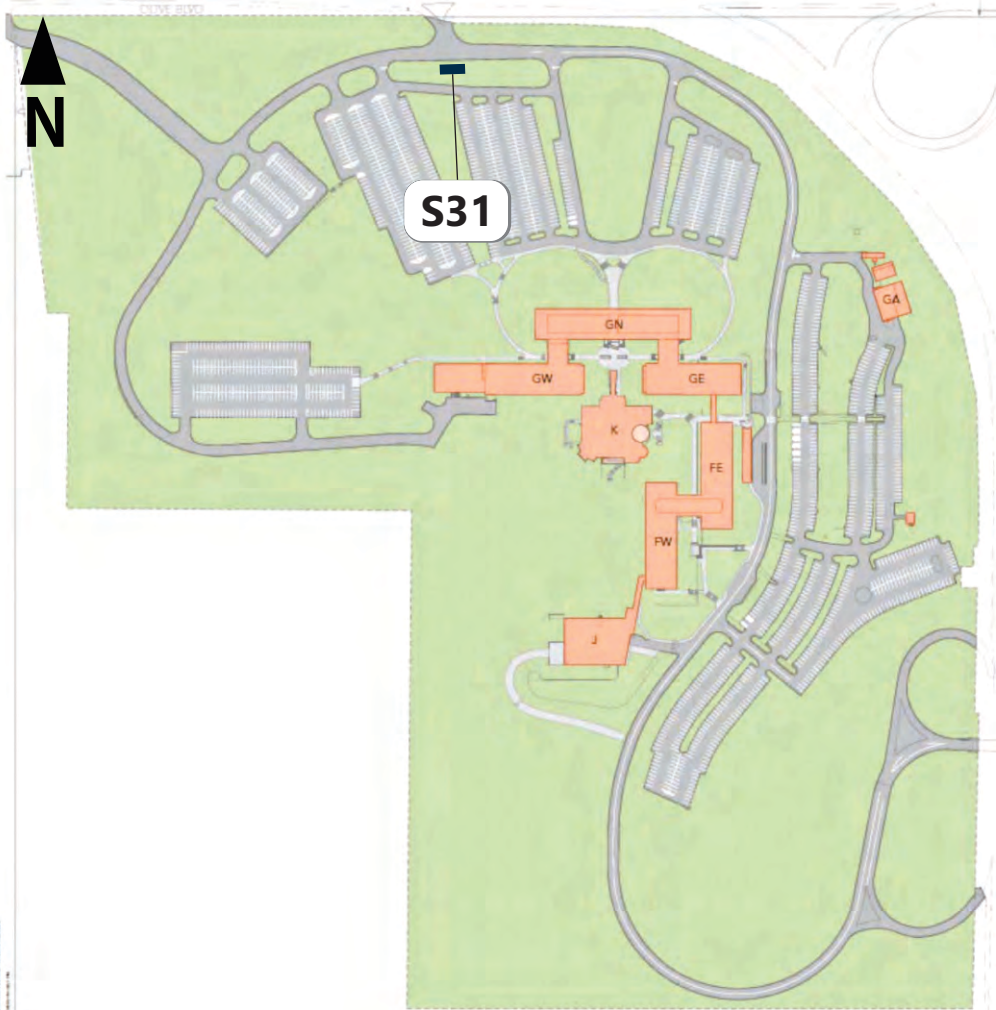
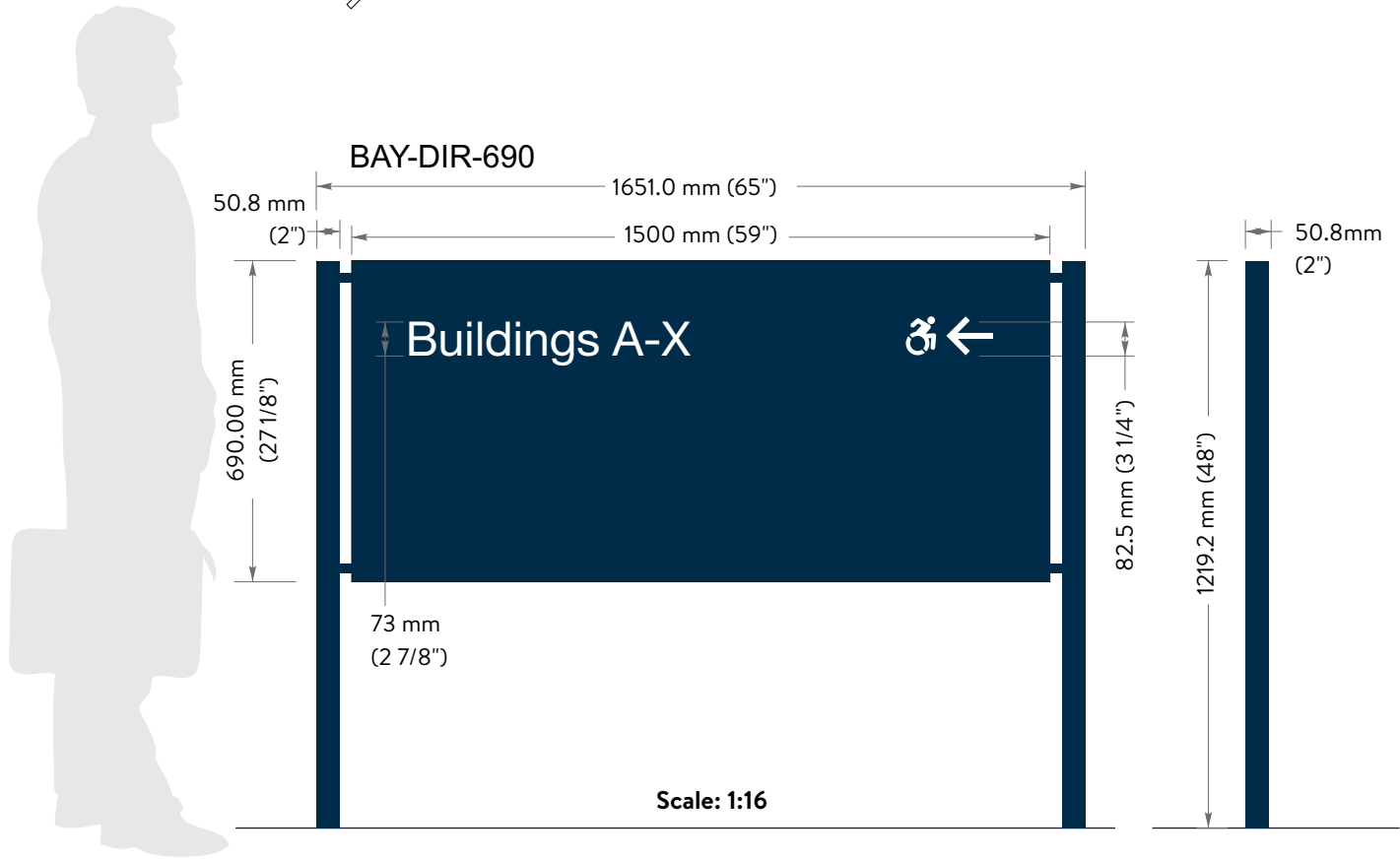
Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
→

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S32

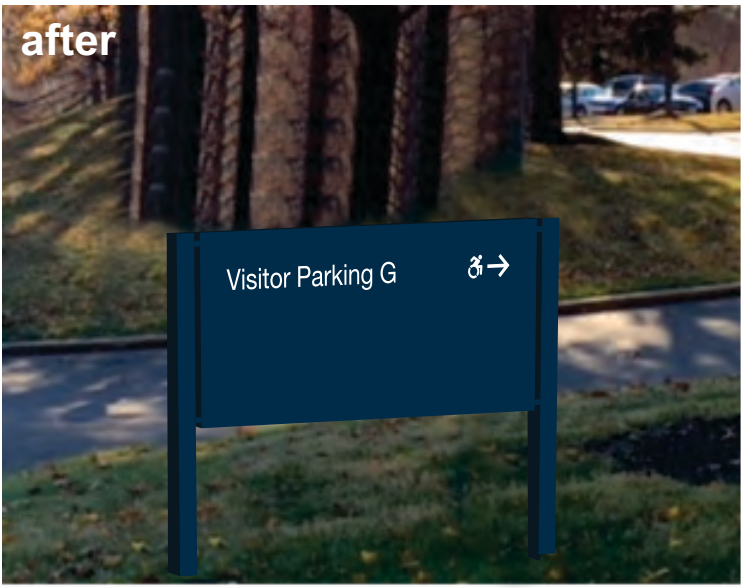
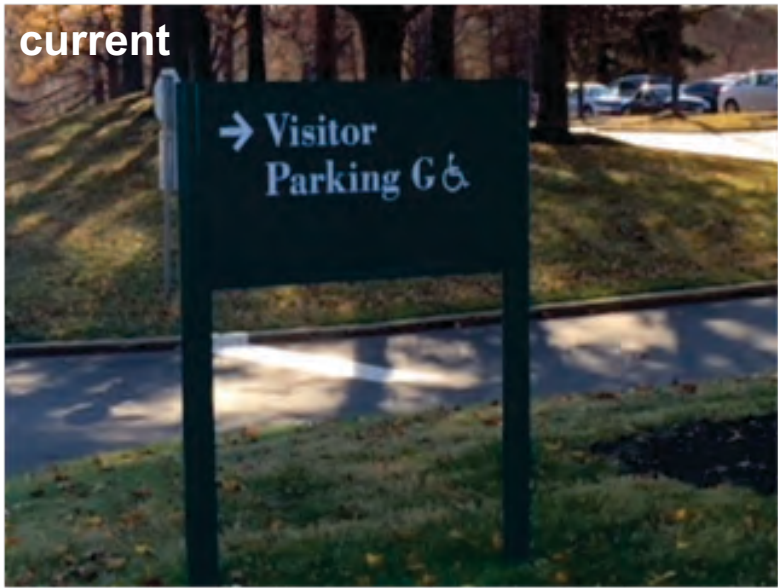
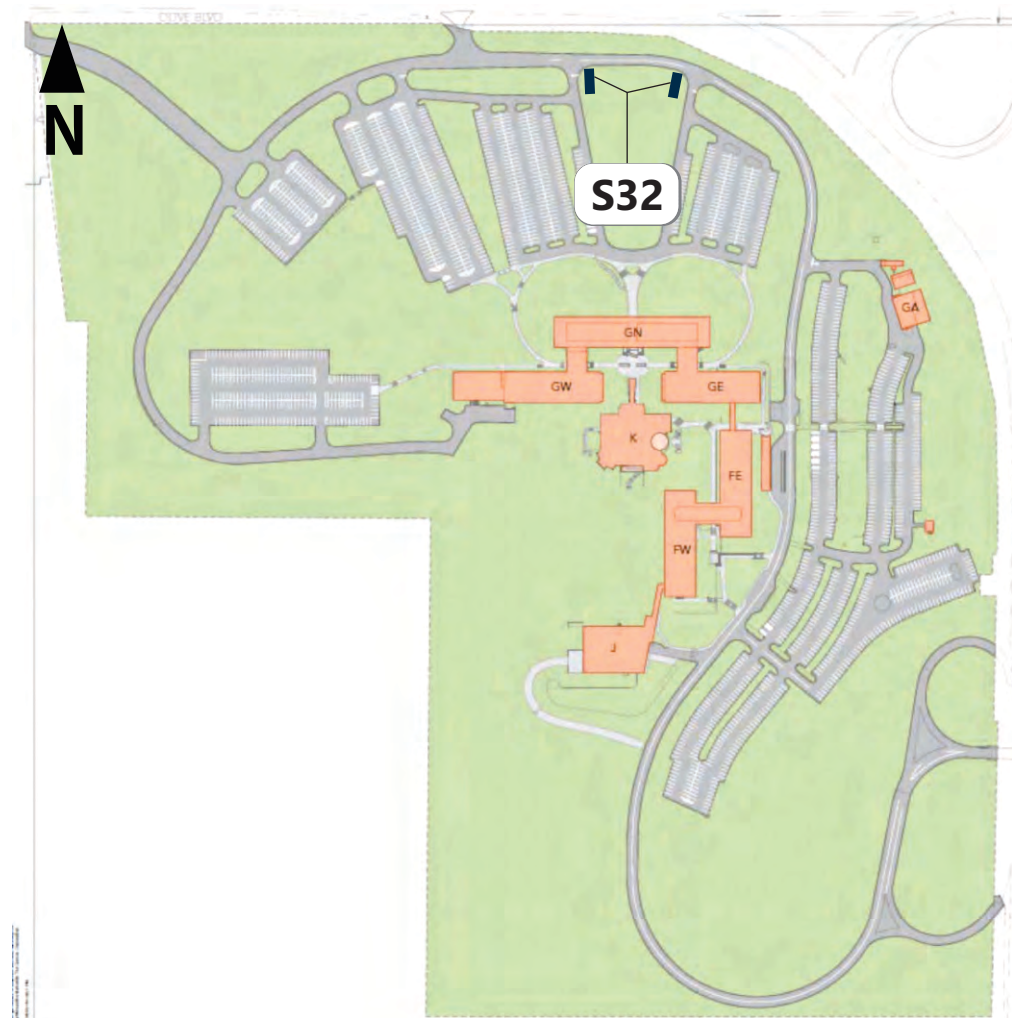
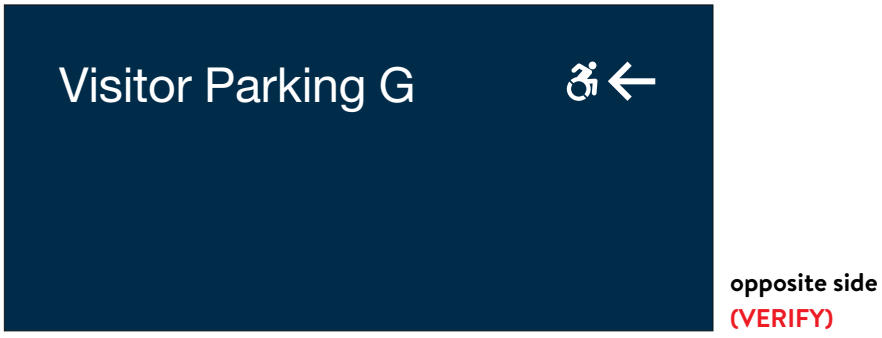
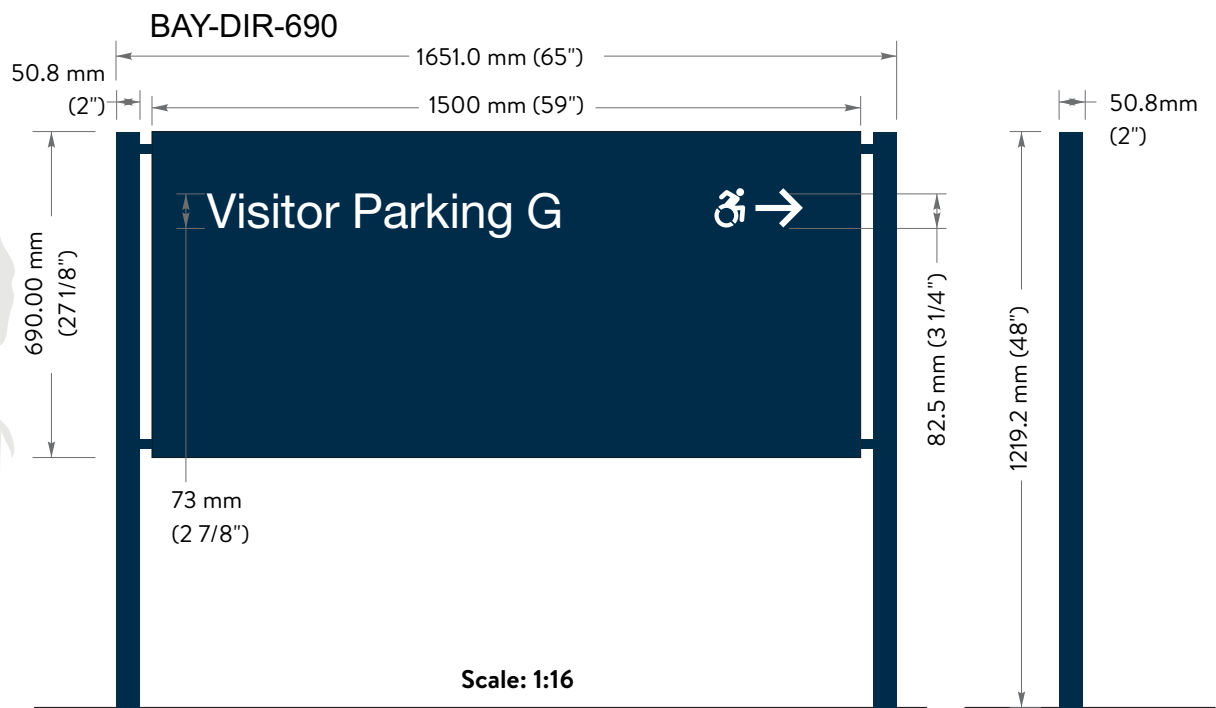
Replacement Post and Panel DIR Sign (Qty 2)

Remove (2) existing ground signs and replace with (2) new D/F non-illuminated post and panel signs.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S33

Replacement Post and Panel DIR Sign

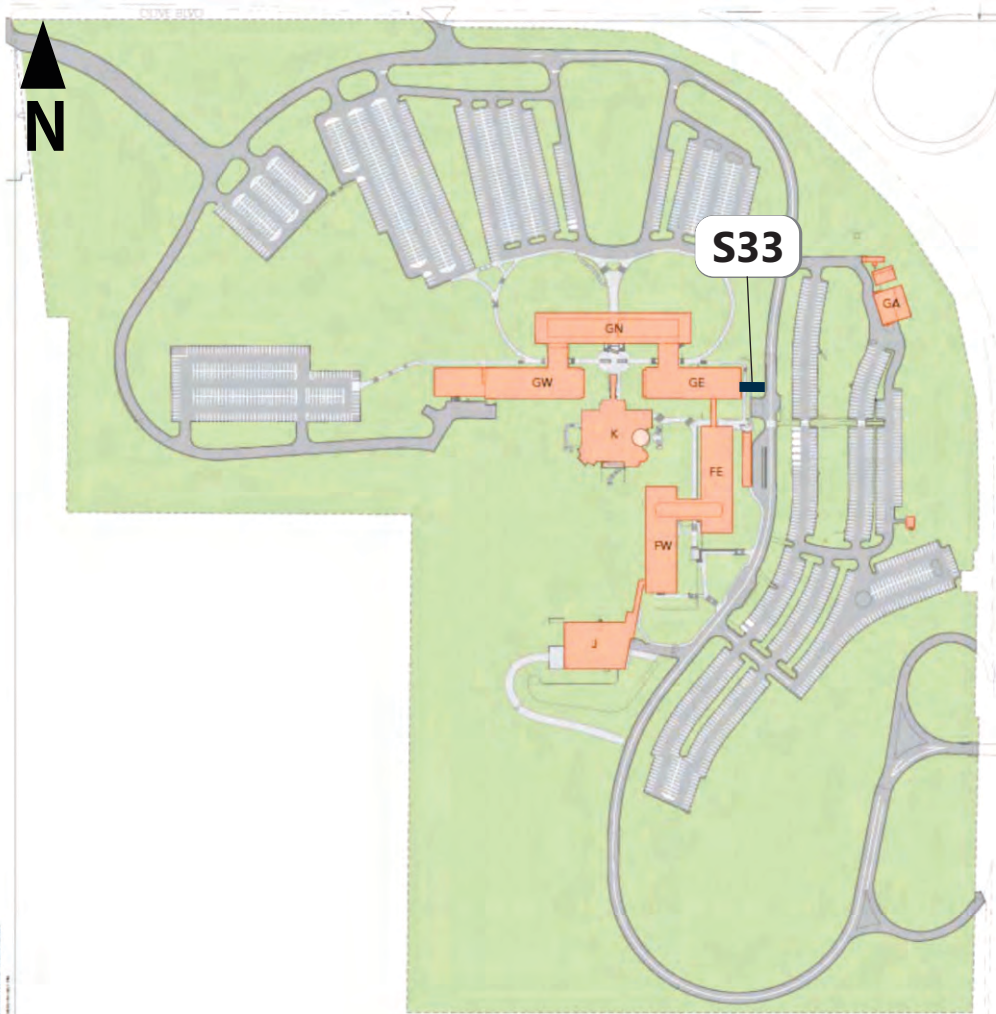
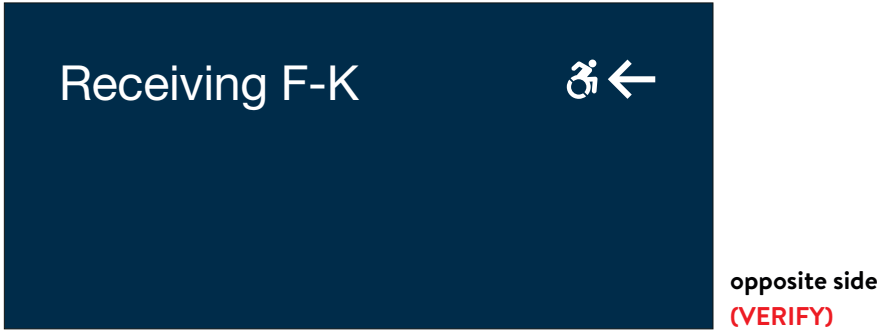
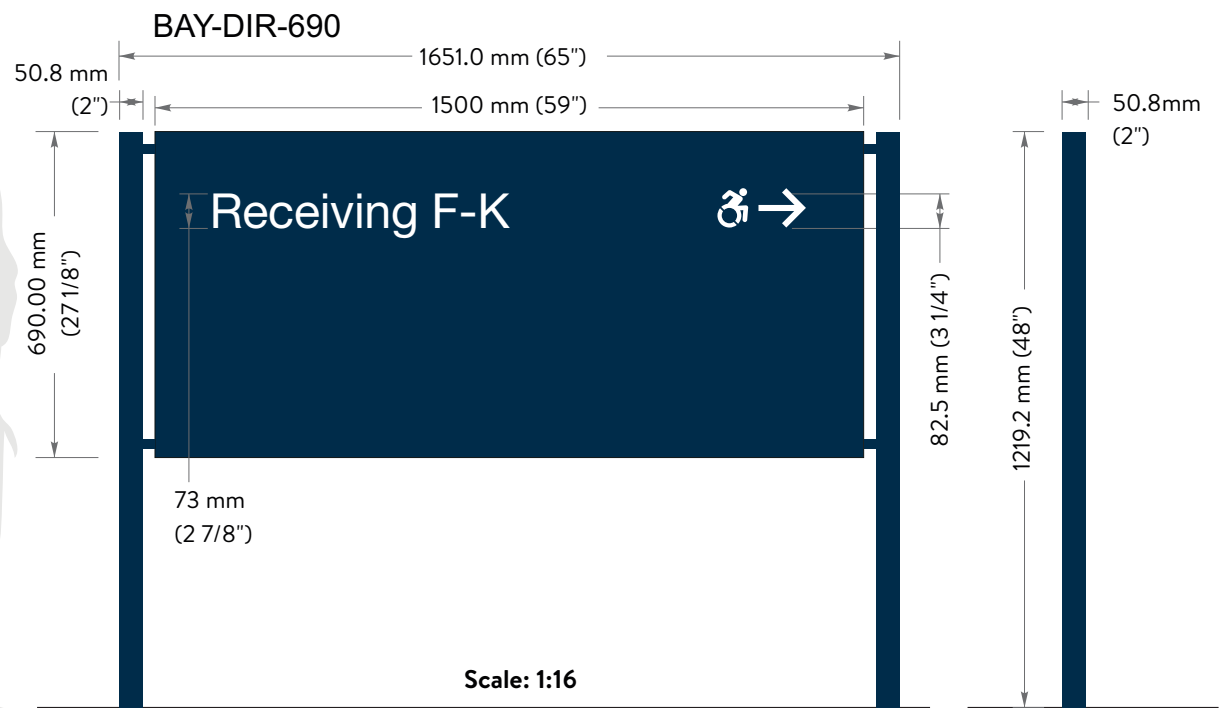
Remove existing ground sign and replace with new D/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S34

Replacement Post and Panel DIR Sign

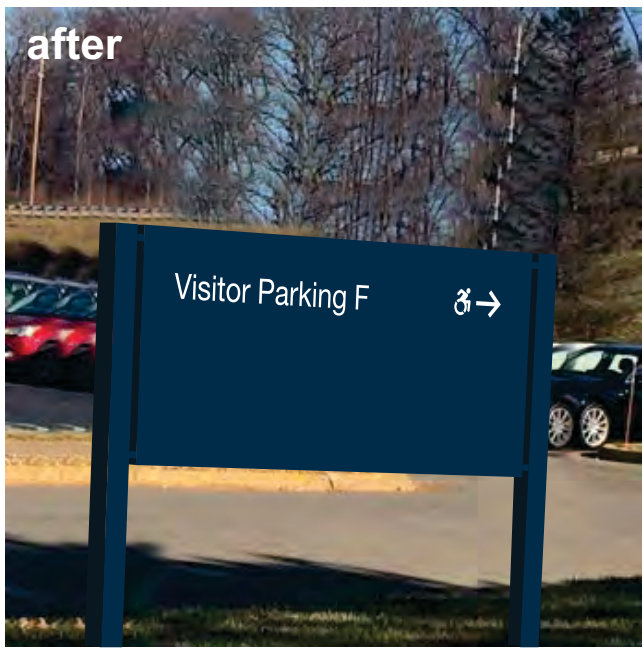
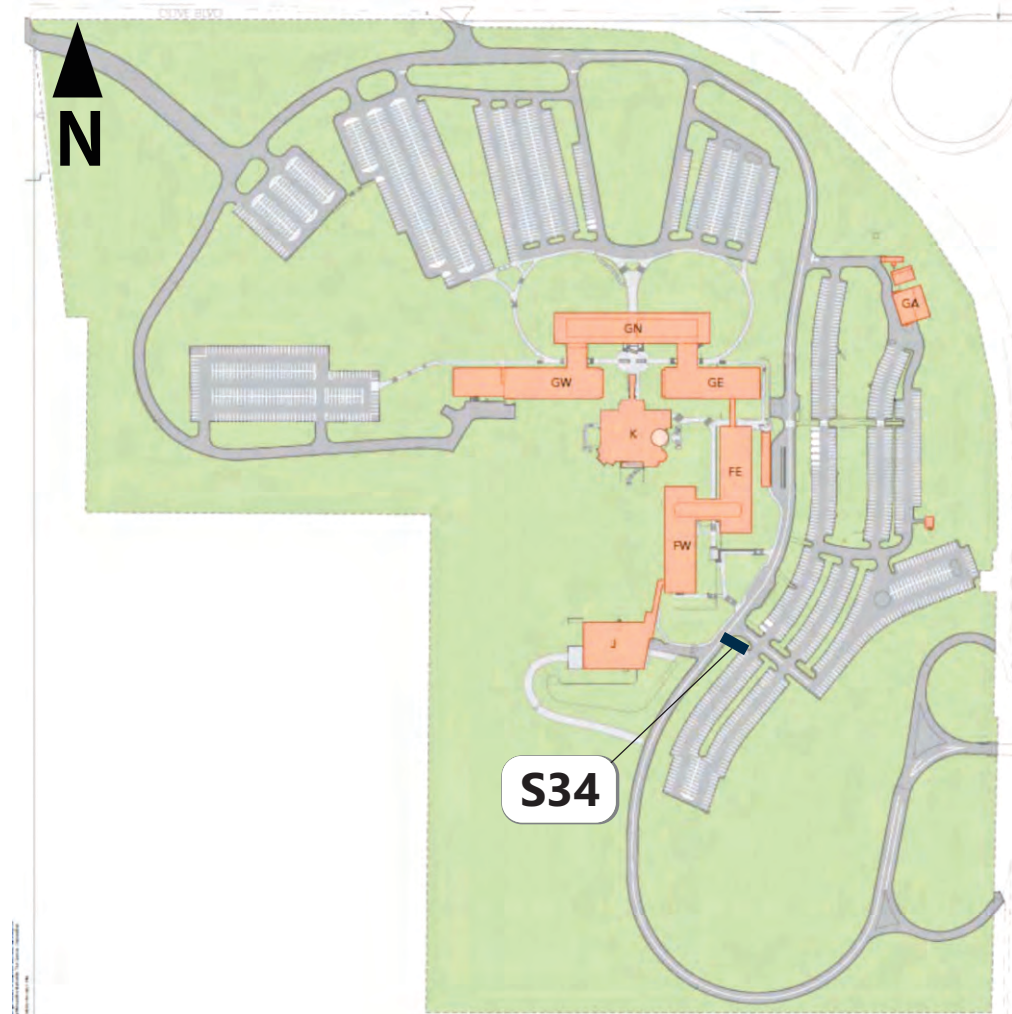
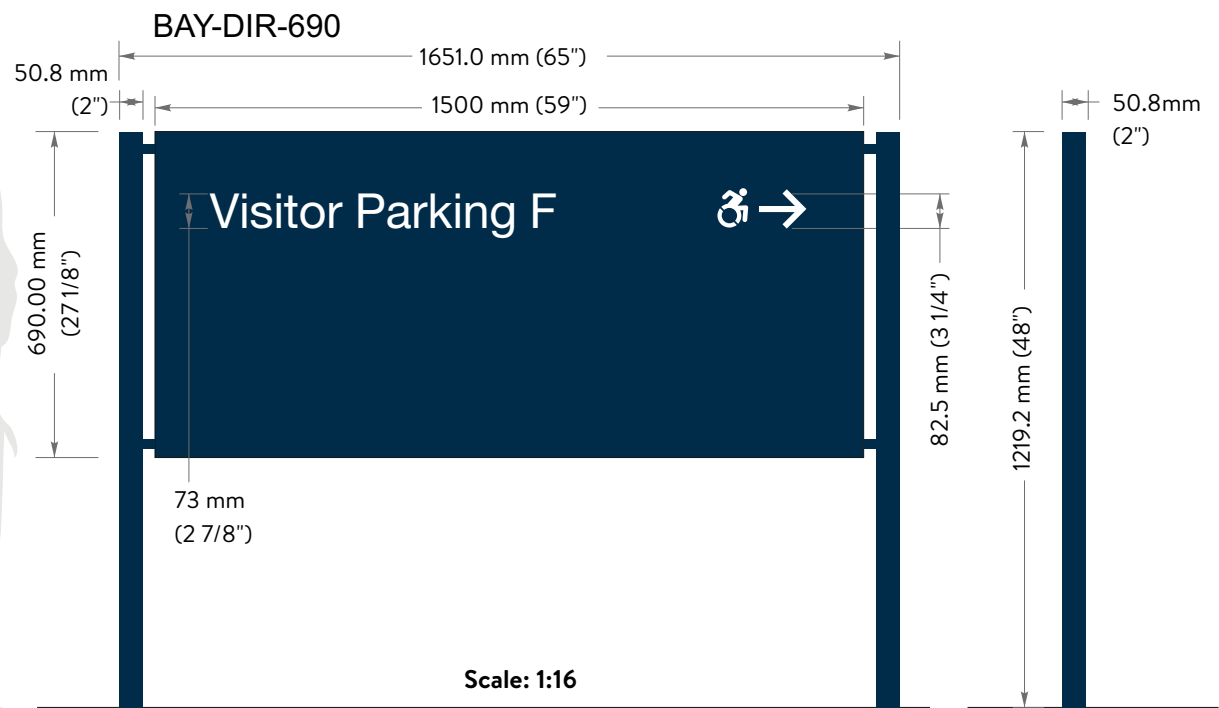
Remove existing ground sign and replace with new D/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S35

Replacement Post and Panel DIR Sign

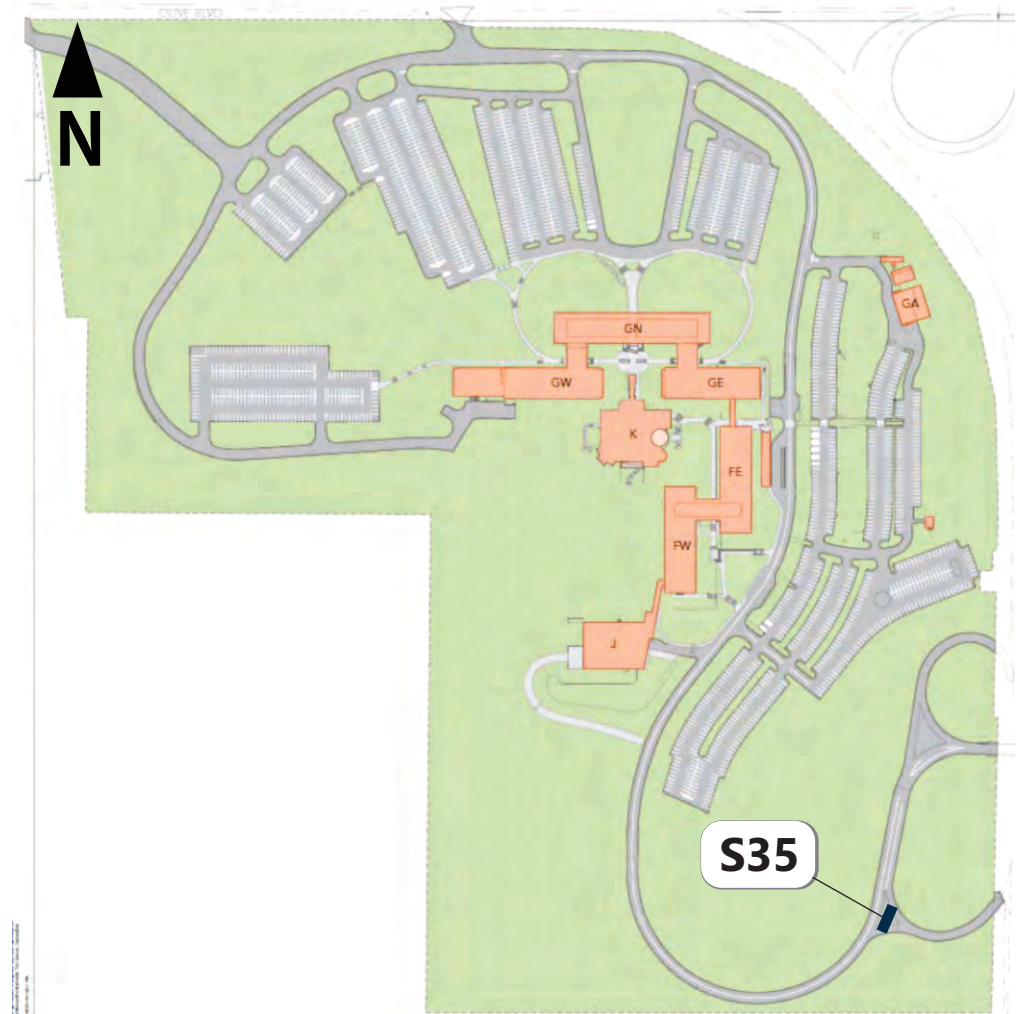
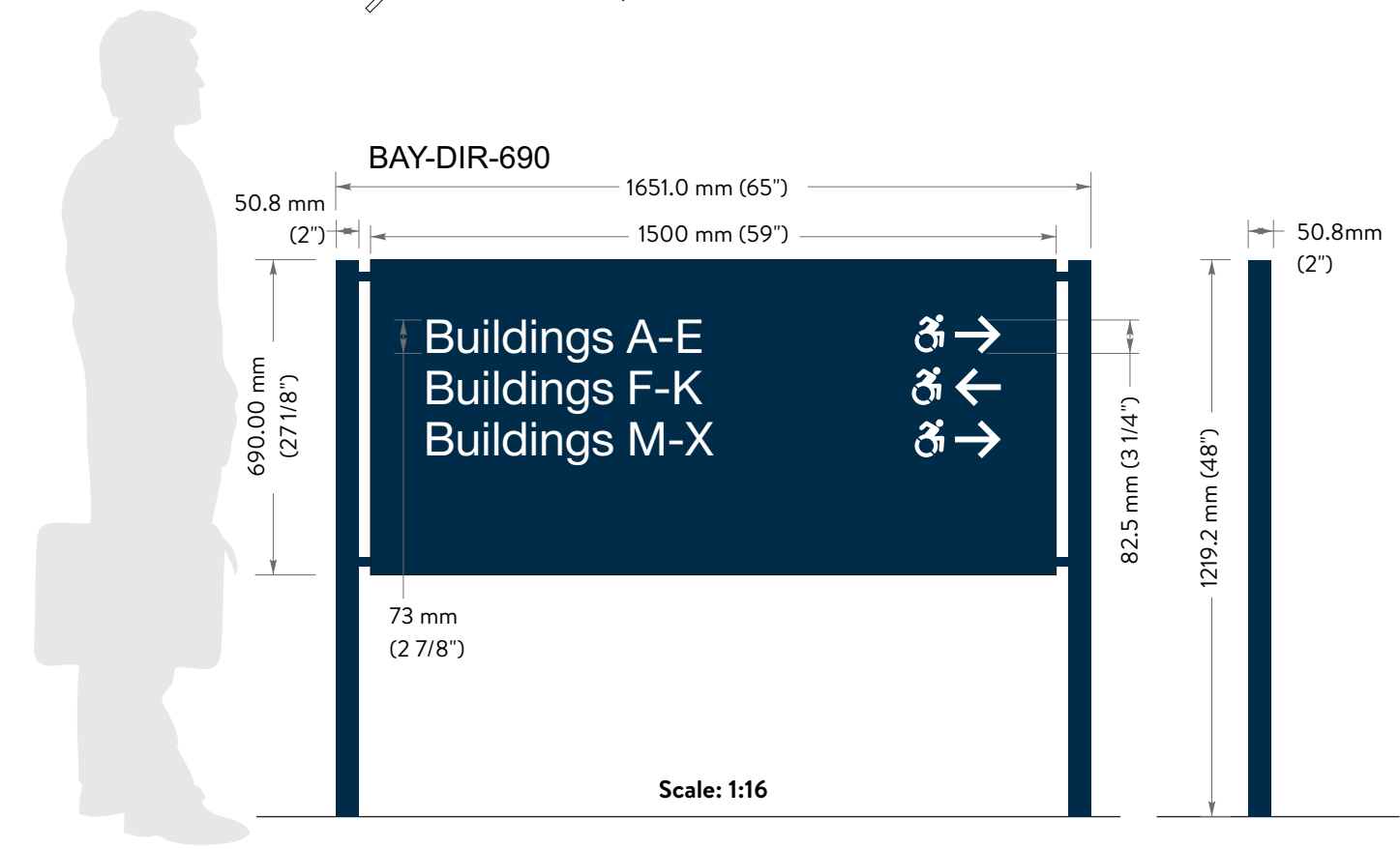
Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy
→

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S36

Replacement Post and Panel DIR Sign

Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.



MP 95446 Bayer Blue,
satin finish

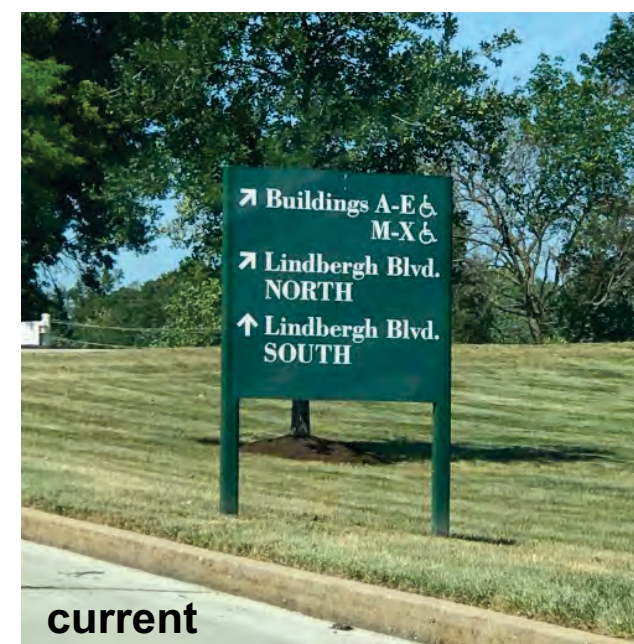
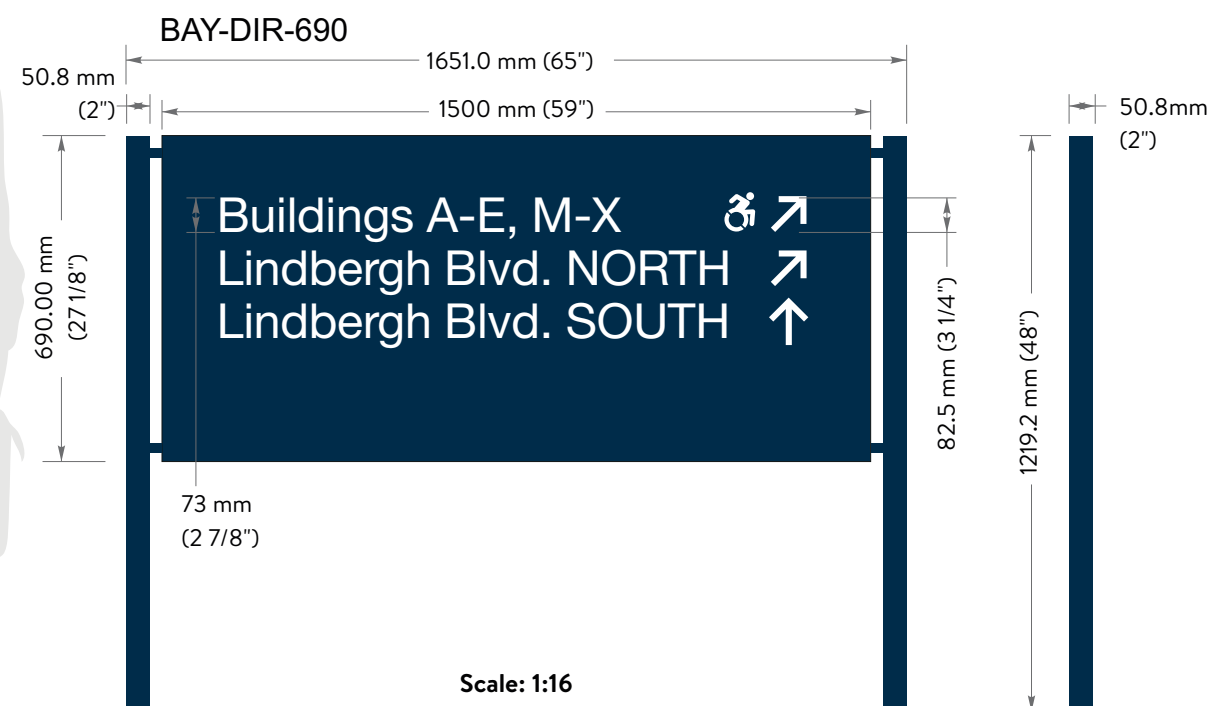


(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

➔

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

Revisions:

X

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Revisions:

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Revisions:

X

X

X

File Location: STND ____
Drive/Clients/ CSTM ____

Date: 10-01-18

Designer: JAB PM: MS

City/State: Creve Couer, MO

Address: 800 North Lindbergh Blvd

Drawing #

OE #

C58827

Packet Pg. 164

S37

Replacement Post and Panel DIR Sign

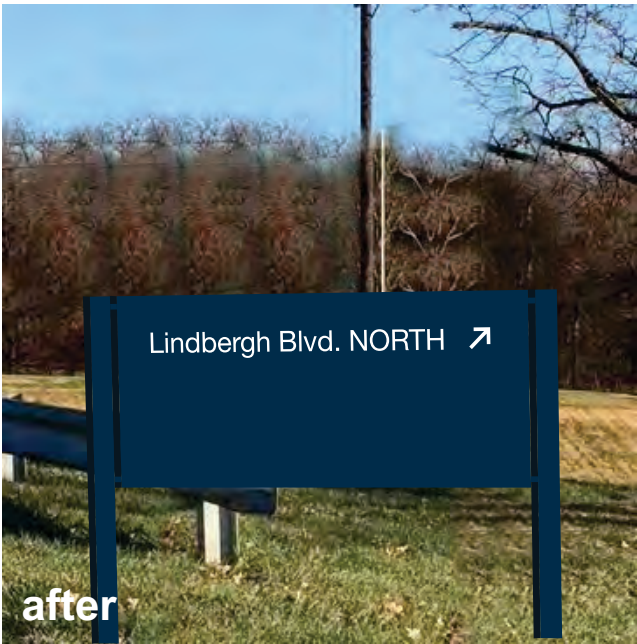
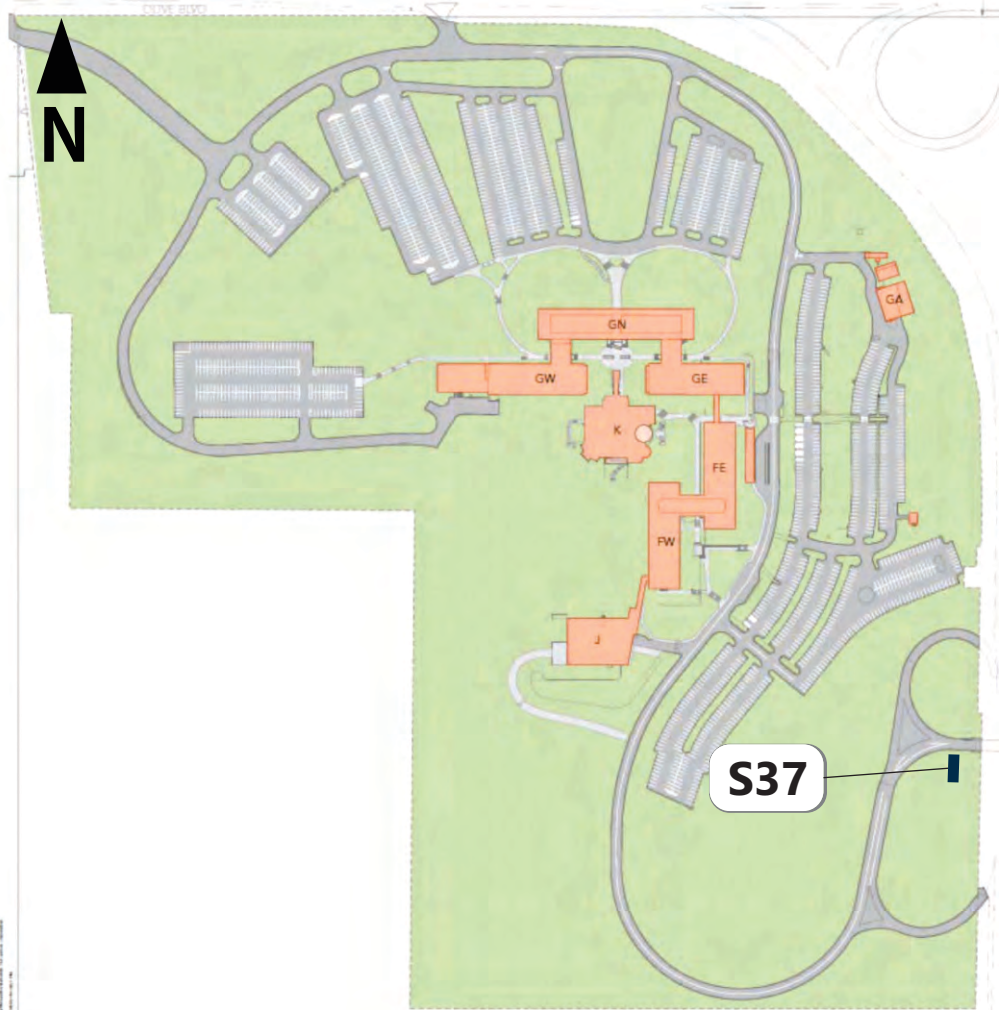
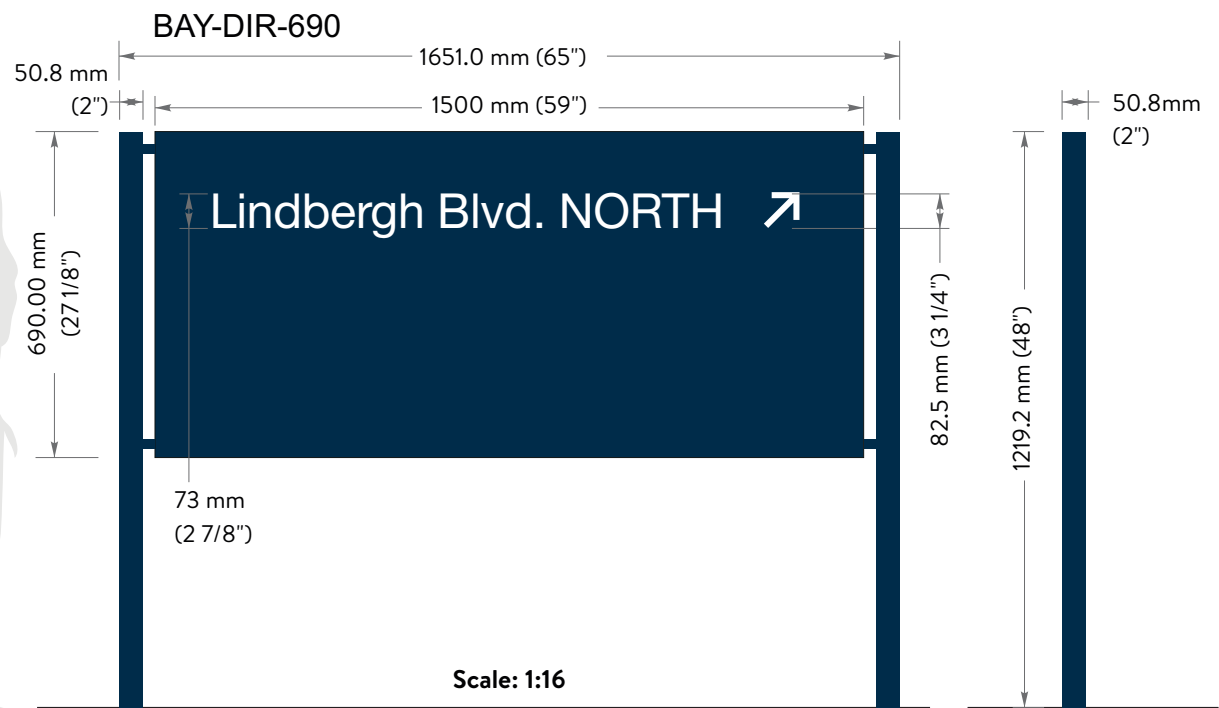
Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



S38

Replacement Post and Panel DIR Sign

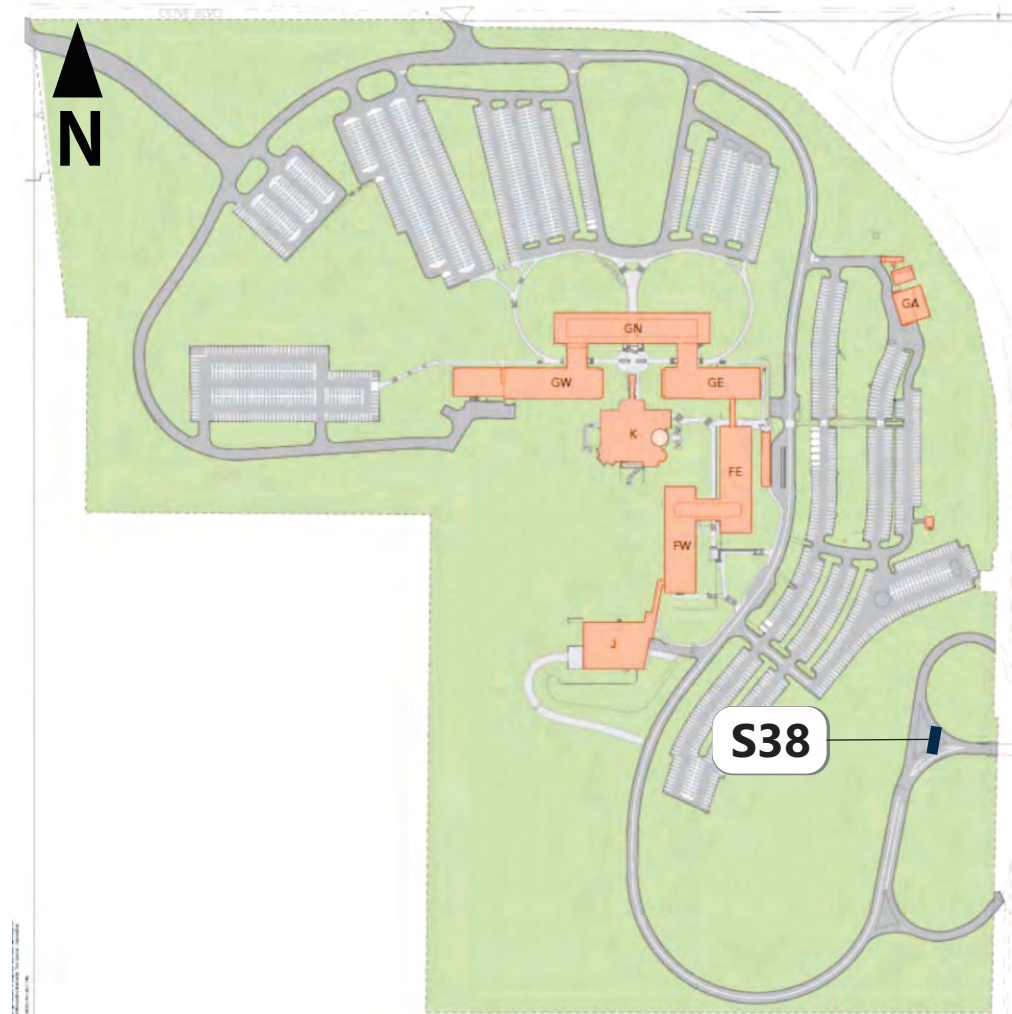
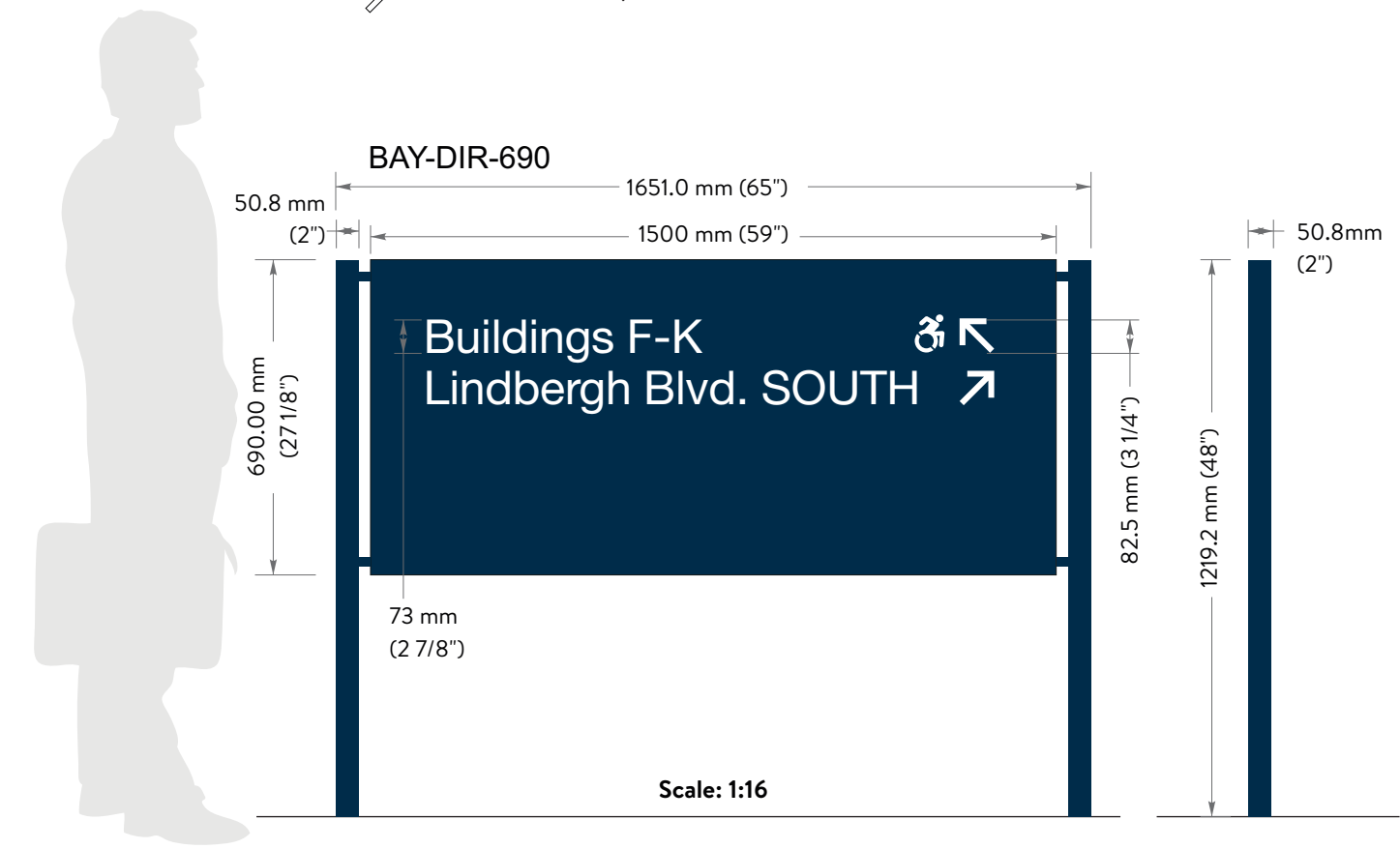
Remove existing ground sign and replace with new S/F non-illuminated post and panel sign.

MP 95446 Bayer Blue, satin finish

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c

Copy

3M #7725-20
Matte White vinyl



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S56

Parking and Regulatory Signs (Qty 13)

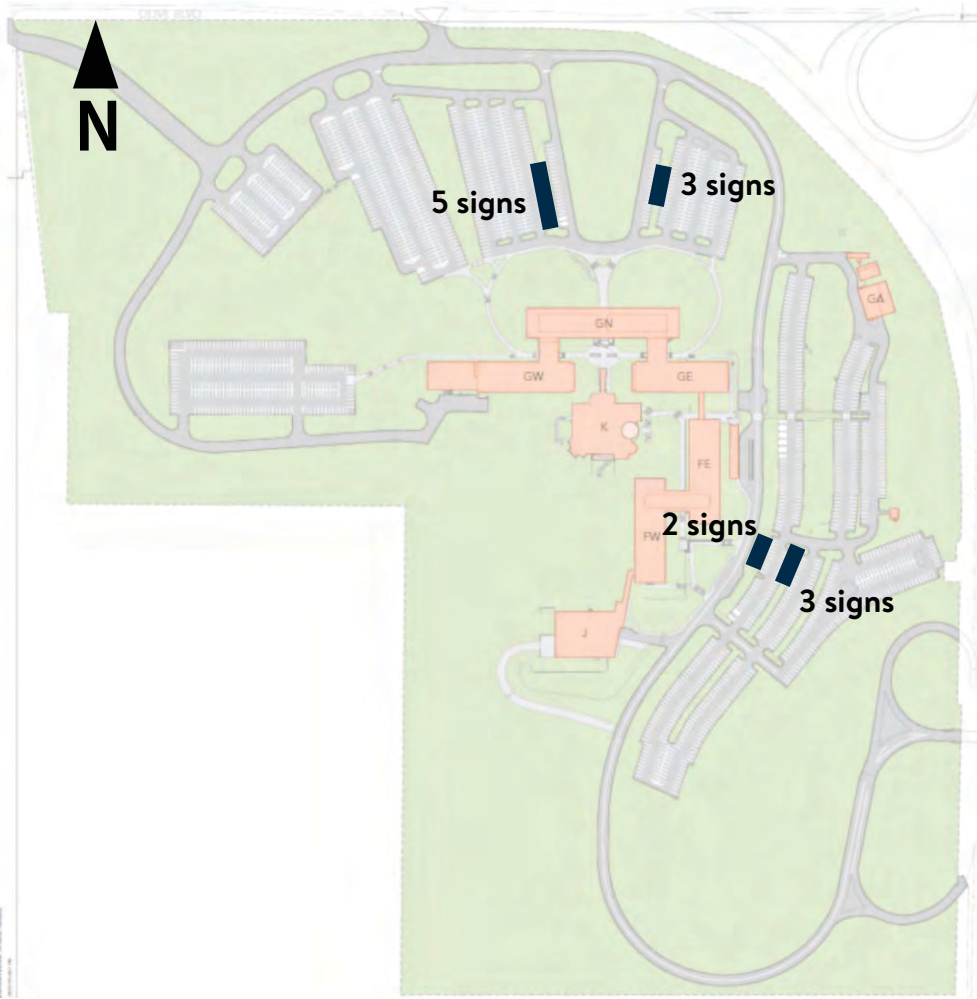
Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.

NOTE: verify direction of arrows when necessary.



- MP 95446 Bayer Blue,
satin finish
- (Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
- Copy

3M #7725-20
Matte White vinyl



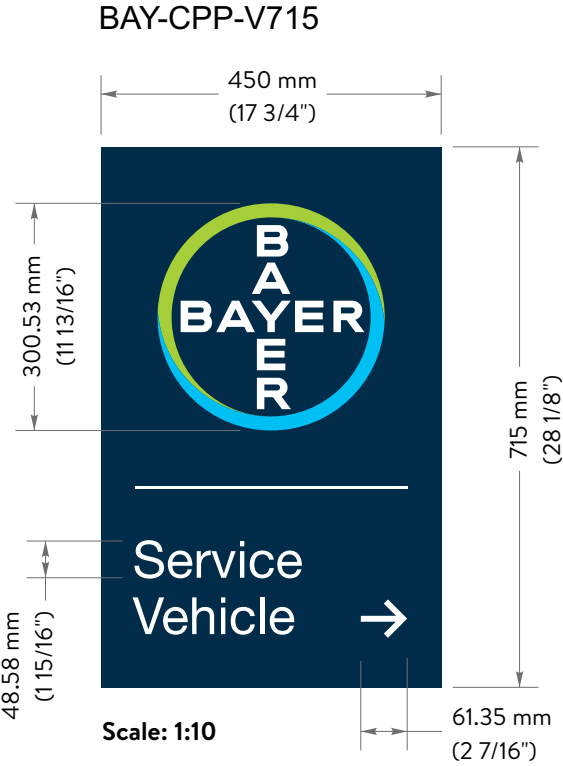
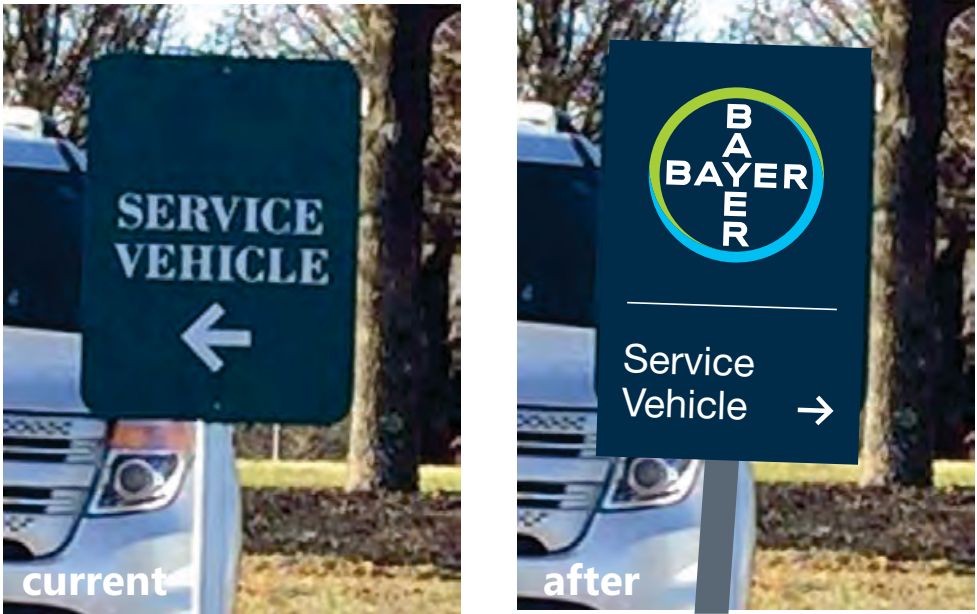
Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S57

Parking and Regulatory Signs (Qty 13)

Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied.

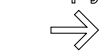
NOTE: verify direction of arrows when necessary.



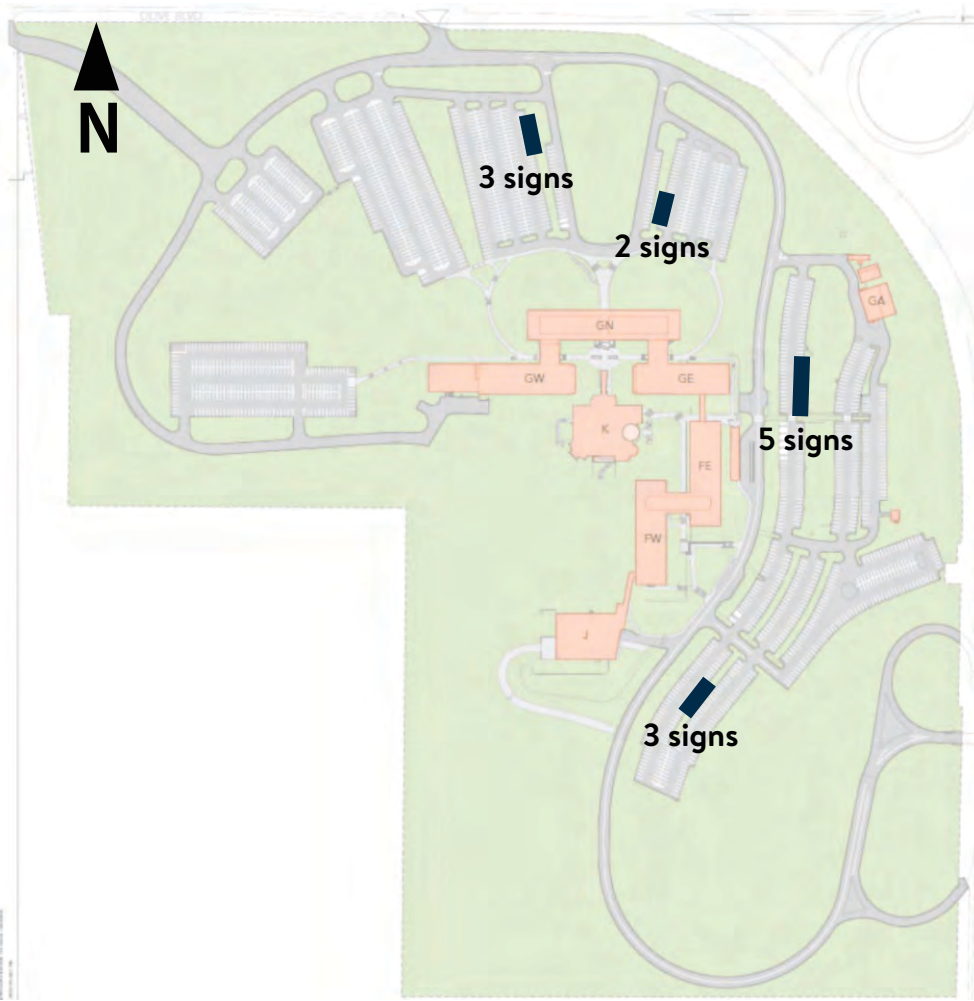
- 

MP 95446 Bayer Blue, satin finish
- 

(Qty 2) Digital graphic
Green - PMS 2299c
Blue - PMS298c
- Copy



3M #7725-20
Matte White vinyl

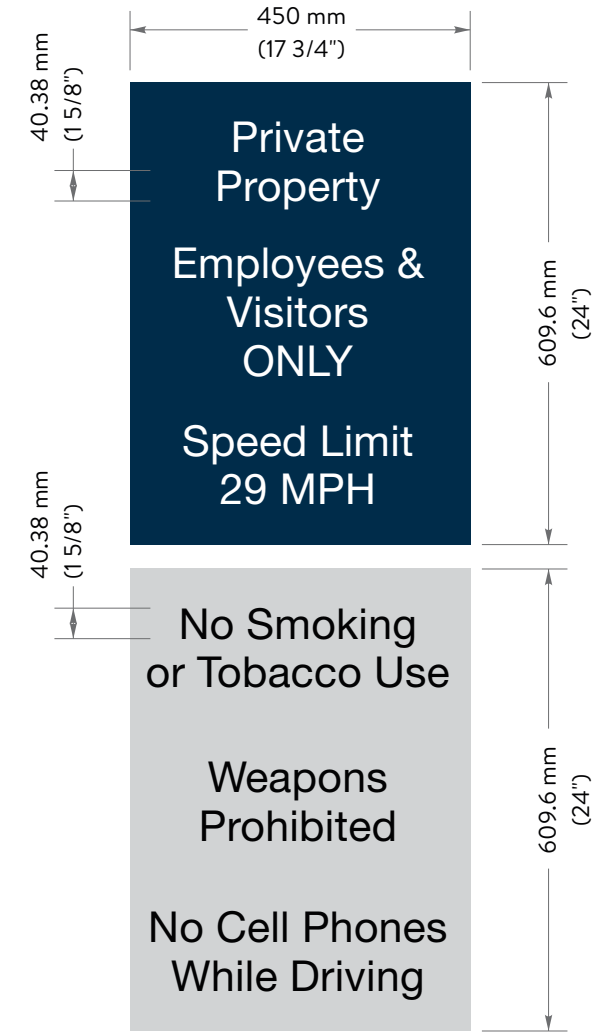


Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S64

Custom Regulatory Signs (Qty 3)

Remove panel(s) from existing posts. Replace with new 3.17 mm (1/8") flat aluminum panel, painted blue with vinyl graphics applied. Front & back of aluminum panels must be painted to match face panel color.

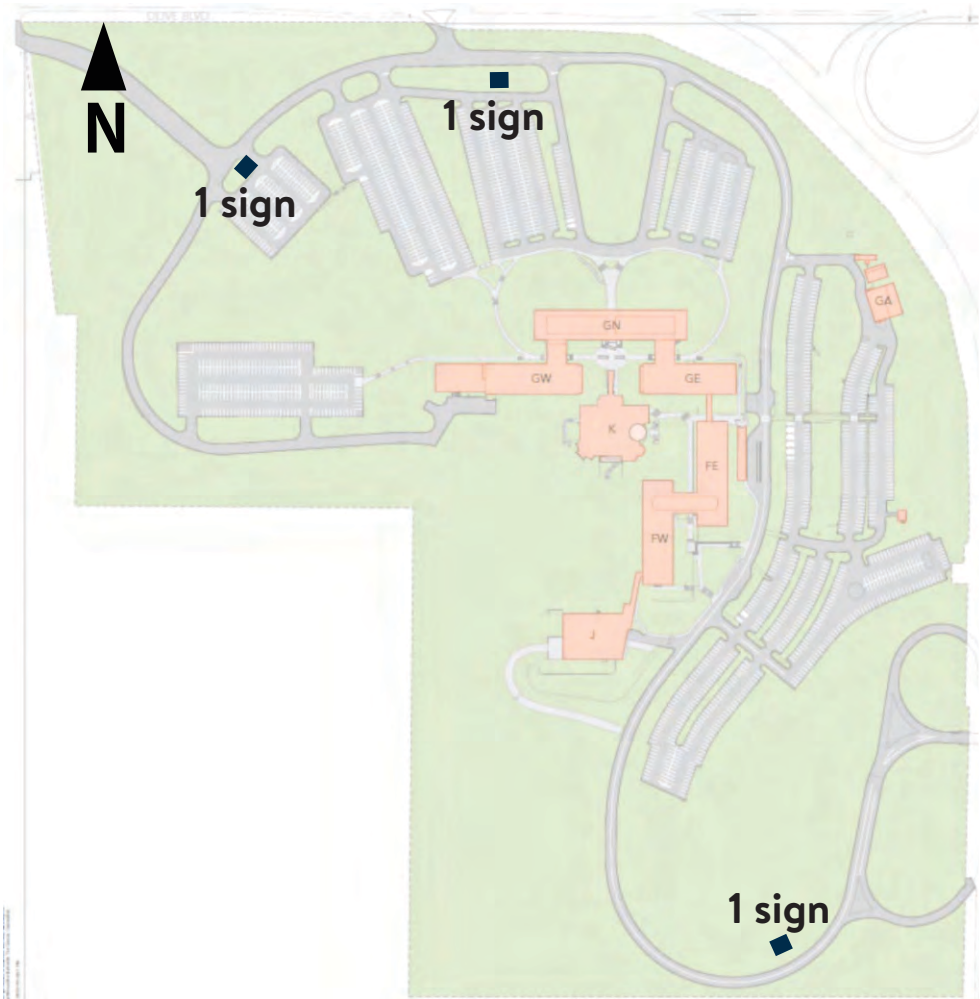


Scale: 1:10

- MP 95446 Bayer Blue, satin finish
- MP 95447 Bayer Grey, satin finish
- Copy

3M #7725-20, 3M #7725-22
- Copy

Matte White & Black vinyls



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

S66

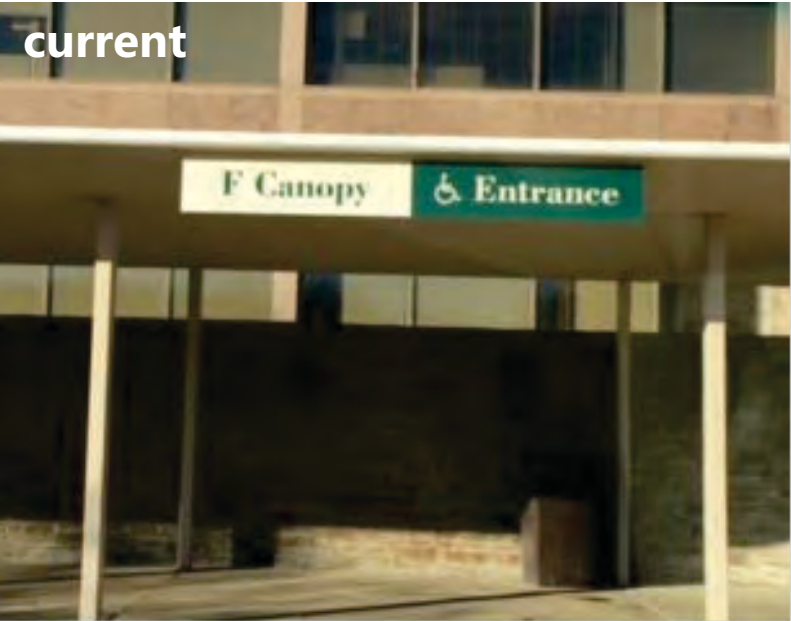
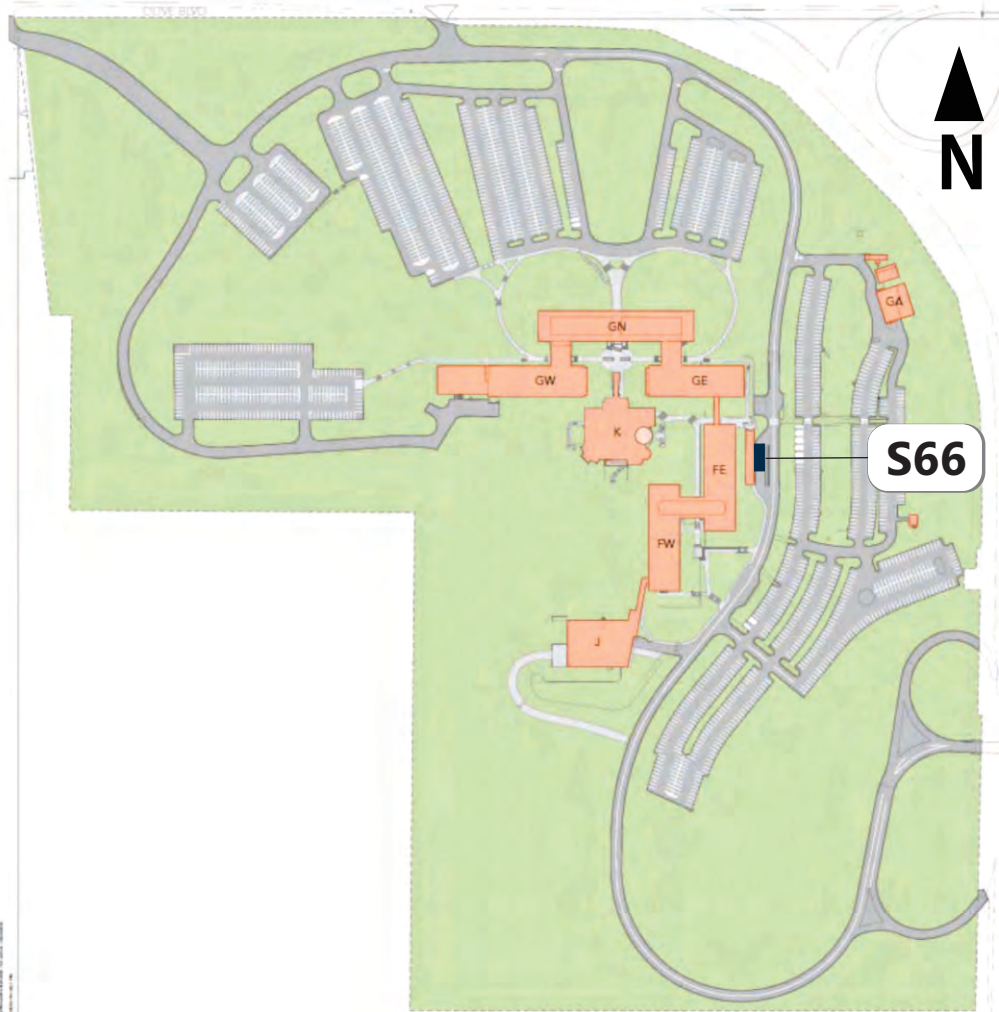
Replacement Canopy Sign

Remove canopy sign. Install new aluminum sign, painted blue with vinyl graphics applied.



MP 95446 Bayer Blue, satin finish

Copy 3M #7725-20 Matte White vinyl

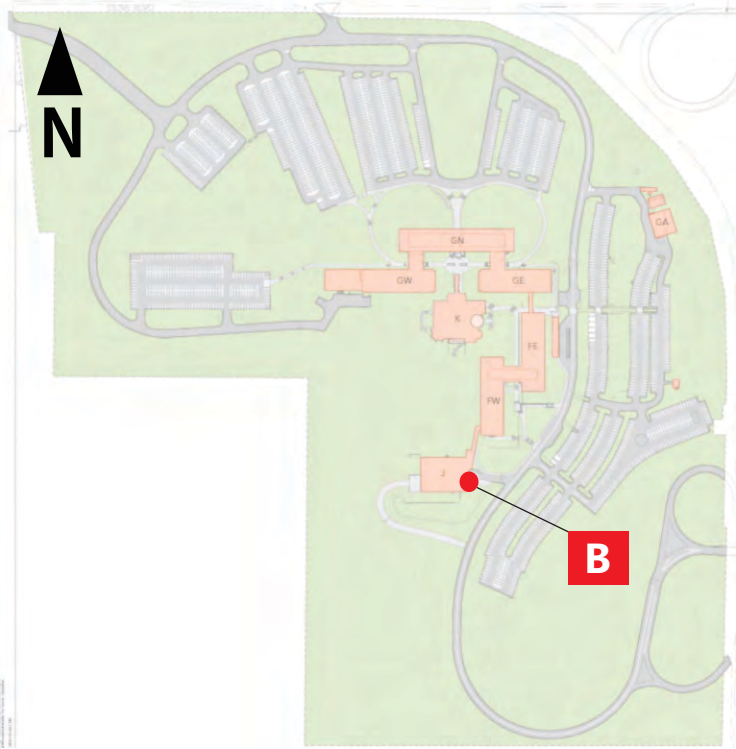
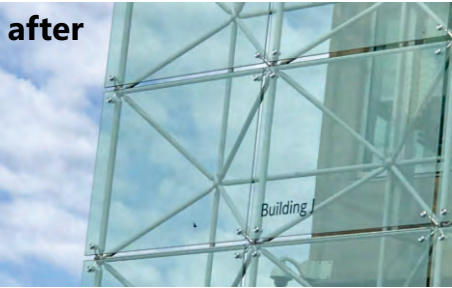
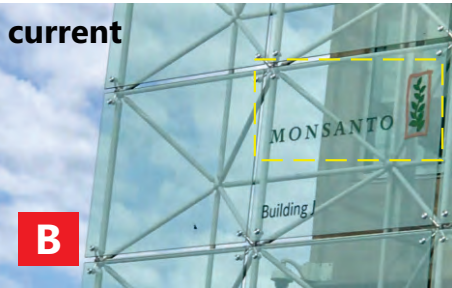


Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

Revisions:	Revisions:	Revisions:
x	x	x
x	x	x
x	x	x

Miscellaneous

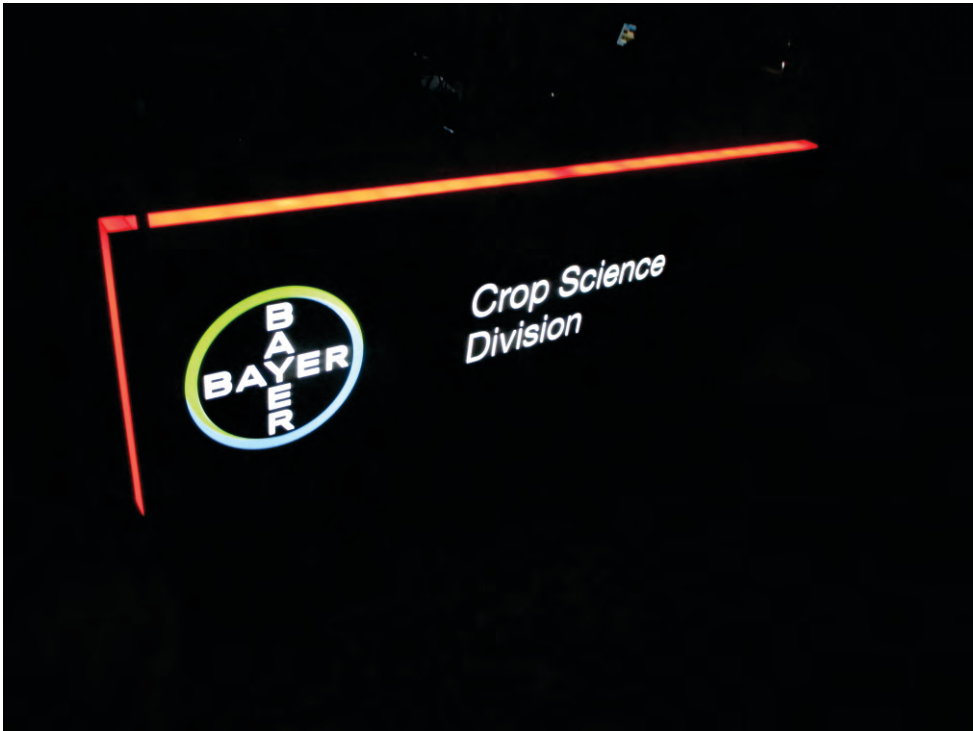
Remove only.



locations unknown

Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

Illumination Photos



Attachment: MSP Creve Coeur West Campus (#18-045: Bayer Master Sign Plan)

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING A MASTER SIGN PLAN FOR
BAYER CROP SCIENCE CAMPUS LOCATED AT 800 N. LINDBERGH BOULEVARD AND
10300 OLIVE BOULEVARD, ZONED RESEARCH OFFICE DISTRICT**

WHEREAS, Mari Sheedlo, of Priority Sign Inc., on behalf of Bayer, submitted an application for a master sign plan, pursuant to Section 405.955: Master Sign Plans for the Creve Coeur Campus at 800 N. Lindbergh Boulevard and 10300 Olive Boulevard that would allow for the replacement of the monument signs along Olive Boulevard, Lindbergh Boulevard, and N. Warson Road, as well as the internal signs throughout the campus; and

WHEREAS, the boundaries of the Master Signage Plan will be for the entire Bayer campus east and west of Lindbergh Boulevard, as demonstrated in the "Master Signage Plan" and attached as Exhibit 1; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on November 19, 2018, beginning at 6:30 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, notice of said public hearing had previously been published at least 15 days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur; and

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission reviewed and, by _____ vote, recommended approval of the master sign plan, subject to the conditions contained herein, at its meeting on November 19, 2018; and

WHEREAS, the City Council being fully informed finds that approving the Plan, subject to certain conditions, would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and is in the public interest; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

SECTION 1: A Master Sign Plan is approved for the Bayer Crop Science Creve Coeur campus, generally located at 800 N Lindbergh Boulevard and 10300 Olive Boulevard, in the RO-Research Office zoning district whose legal description is as follows:

PARCEL NO.1:

Lot 52 of Teal wood, according to the plat thereof recorded in Plat Book 23 page 38 of the St Louis County records

Attachment: 18-045.Draft Ordinance.11-19-2018 (#18-045: Bayer Master Sign Plan)

BILL NO. _____

ORDINANCE NO. _____

PARCEL NO 2:

All that part of Lots 1 and 2, lying South of Olive Street Road, and all of Lots 3, 5, 6, 7 and 8 of Major James S Thomas Subdivision in Section 1, Township 45 North, Range 5 East, according to plat thereof in Plat Book 8 page 79 of the St. Louis City (former County) records Excepting that part thereof conveyed to the County of St. Louis by deed recorded in Book 1064 page 375 to widen Denny Road, now known as State Highway 77 or Lindbergh Boulevard, and also excepting therefrom that portion conveyed to the State of Missouri acting by and through the State Highway Commission of Missouri, according to deed recorded In Book 3949 page 15.

PARCEL NO 3:

The South 1/2 of Lot 4 of Major James S, Thomas Subdivision in Section 1, Township 45 North, Range 5 East, according to plat thereof recorded in Plat Book 8 page 79 of the St. Louis City (former County) Records Excepting that portion embraced within State Highway 77 or Lindbergh Boulevard, and also Excepting therefrom that portion conveyed to the State of Missouri acting by and through the State Highway Commission of Missouri, according to deed recorded in Book 3949 page 15.

PARCEL NO. 4:

Lots 1, 2, 3, 4, 5, 6, 7 and 8 of the Subdivision of Thomas R. Axiel Farm in the Southeast 1/4 of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 9 page 38 of the St. Louis City (former County) records, Excepting therefrom that portion thereof conveyed to the County of St. Louis by deed recorded in Book 1064 page 375 to widen Denny Road, now known as State Highway 77 or Lindbergh Boulevard.

PARCEL NO. 5:

A tract of land in the Southeast 1/4 of Section 1, Township 45 North, Range 5 East, being part of a 40 foot wide road shown on the plat of Thomas R. Axiel Farm, according to the plat thereof recorded In Plat Book 9 page 38 of the St. Louis City (former County) records, being more particularly described as follows: Bounded on the North by the prolongation East of the North line of Lot 3 of said subdivision, on the East by the West line of Lots 2, 7 and the prolongation South of the West line of Lot 7 of said Subdivision; on the South by the prolongation East of the South line of Lot 6 of said subdivision, and on the West by the East line of Lots 3 and 6 of said Subdivision, which 40 foot wide road was vacated by Order of the County Court of St Louis County, made February 7, 1938, a certified copy of which is recorded in Book 1490 page 349 of the St. Louis County records

PARCEL NO. 6:

A tract of land in the Northeast 1/4 of Section 1, Township 45 North, Range 5 East, being the 30 foot wide road shown on the plat of Major Thomas' Subdivision lying between Lots 2, 3, 6 and 7, and bounded on the North by the prolongation East of the North line of Lot 3 and bounded on the South by the prolongation West of the South line of Lot 7, which 30 foot wide road was vacated by Ordinance No. 47 of the City of Creve Coeur, a certified copy of which was recorded January 23, 1952 as Daily No. 4 of the St. Louis County records. Excepting therefrom that portion thereof conveyed to State of Missouri acting by and through the State Highway Commission of Missouri, according to deed recorded in Book 3949 page 15

PARCEL NO. 7:

A tract of land on the Northeast 1/4 of Section 1, Township 45 North, Range 5 East, being the 20 foot wide road shown on the plat of Major Thomas' Subdivision, being more particularly described as follows: Bounded on the North by the South line of Lots 5, 6, 7 and 8 and the prolongation East

Attachment: 18-045.Draft Ordinance.11-19-2018 (#18-045: Bayer Master Sign Plan)

BILL NO. _____

ORDINANCE NO. _____

of the South line of Lot 6, on the East by the prolongation South of the East line of Lot 8, on the South by the North line of Lots 1, 2, 3, and 4 of Thomas R. Axtell Farm and the prolongation East of the North line of Lot 3 of Thomas R. Axtell Farm; on the West by the East line of Lindbergh Boulevard, 100 feet wide, which 20 foot road was vacated by Ordinance No. 47 of the City of Creve Coeur, a certified copy of which was recorded January 23, 1952 as Daily No. 4 of the St. Louis County records.

PARCEL NO. 8:

A parcel of land in the Southeastern portion of the North half of Lot 4 of Major Thomas Subdivision of the South half of the Northeast quarter of Section 1, Township 45 North, Range 5 East, St Louis County, Missouri, according to the plat thereof recorded in Plat Book 8, page 79 of the St. Louis City (former County) Records and more particularly described as follows:

Beginning at a stone set at the Southeast corner of the North half of Lot 4 of said Major Thomas Subdivision; thence North along the East line of the North half of said Lot 4, a distance of 211.90 feet to a point in the existing Southeast right-of-way line of Route K (340), Olive Street Road, thence Southwesterly in a straight line, a distance of 332.04 feet to a point in the existing Southeasterly right-of-way line of Route 66, Lindbergh Boulevard, said point being also on the South line of the North half of said Lot 4 of Major Thomas Subdivision; thence East along said South line of the North half of Lot 4, a distance of 259.07 feet to the point of beginning.

PARCEL NO. 9:

The Northern 1/2 of the Eastern 1/2 of the Southwest 1/4 of Section 1, Township 45 North, Range 5 East, Excepting that part conveyed to the County of St Louis by instrument recorded in Book 974 page 513 of the St Louis County Recorder's office, being bounded on the North by the East and West center Section line, on the East by the West line of Lindbergh Boulevard, 100 feet wide, on the South by the Northern line of a tract conveyed to John Christian Dielman by deed recorded in Book 57 page 393 and on the West by the North and South center line of the Southwest 1/4 of said Section Also excepting therefrom that portion thereof conveyed to the State of Missouri acting by and through the State Highway Commission of Missouri, according to deed recorded in Book 3949 page 15.

PARCEL NO. 10:

The East 1/2 of Lot 1 of the Northwest 1/4 of Section 1, Township 45 North, Range 5 East and the East 1/2 of Lots 9 and 12 of Major Thomas' Subdivision in Section 1, said tracts together described as follows-

Beginning at the center section corner to said Section 1 at a point in the center line of the Denny Road and running thence North 88 degrees 53 minutes West, 1,790 feet to an old stone; thence North 1 degree 10 minutes East, 1248.10 feet to an old stone; thence South 89 degrees 5 minutes East, 1803.87 feet to the center line of the Denny Road; thence along said center line South 1 degree 48 minutes West, 1254.50 feet to the place of beginning, Excepting therefrom the East 50 feet thereof in Denny Road now Lindbergh Boulevard), 100 feet wide, Also excepting therefrom that portion conveyed to the State of

Missouri, acting by and through the State Highway Commission of Missouri, according to deed recorded in Book 3949 page 15.

Attachment: 18-045.Draft Ordinance.11-19-2018 (#18-045: Bayer Master Sign Plan)

BILL NO. _____

ORDINANCE NO. _____

PARCEL NO 11:

A part of Lots 9,10,11 and 12 of Major Thomas' Subdivision in the South 1/2 of the Northwest 1/4 of Section 1, Township 45 North, Range 5 East, according to the plat thereof recorded in Plat Book 8 page 79 of the St. Louis City (former County) records, and particularly described as follows, to wit- Beginning at a stone, the Northeast corner of the West 1/2 of said Lot 9, and running thence South 1 degree 09 minutes West, 11,814 chains to a stone; thence North 89 degrees 07 minutes West, 7 83 chains to a stone; thence North 5 degrees 02 minutes West, 11.877 chains to a stone in the North line of said Lot 10, and thence South 89 degrees 07 minutes East along the North lines of said Lots 9 and 10, 9.11 chains to the place of beginning. Excepting therefrom that portion condemned by decrees in Cause No. 222918 of the Circuit Court of St Louis County, a certified copy of which is recorded In Book 3955 page 431.

PARCEL NO 12:

A tract of land situated in the Northwest quarter of Section 1, Township 45 North, Range 5 East and being part of Lots 11 and 12 of Major Thomas Subdivision and more particularly described as follows:

Beginning at an old stone in the South line of the Northwest 1/4 of said Section 1, being the Southwest corner of lands now or formerly of John Giesler; thence along the West line of said Giesler land North 10 degrees 10 minutes East 468.46 feet to an old stone being the Southeast corner of land now or formerly of Barutio Realty Company, thence along the South line of said land North 89 degrees 47 minutes West 465 50 feet to an old stone, thence South 1 degrees 12 minutes West 467.0 feet to an old stone in the South line of the Northwest quarter of said Section 1 and thence along said South line South 88 degrees 53 minutes East 465.83 feet to the place of beginning.

SECTION 2: Such approval of the Master Signage Plan for the Bayer campus shall be subject to the following conditions:

1. The Applicant shall submit sign permits for the proposed new signs referred to in the Master Sign Plan. The monument signs shall be setback at least fifteen (15) feet from adjacent roadway surface and at least one (1) foot from edge of public right-of-way.
2. The Applicant shall provide a more detailed landscape plan for each monument sign that is consistent with the requirements elsewhere in the Sign Regulations of 2.5 times landscaped area for each square foot of sign area, per side, and to include a mix of native plantings consistent with the landscaping design set out in the 39N Master Plan, for the Zoning Administrator's approval.
3. Staff may authorize additional incidental signs that are in keeping with the overall character and purpose of the Master Sign Plan, provided that they are internal to the campus, and not visible from the public right-of-way, as provided under Section 405.955(A)(4).
4. Permitted temporary banners are allowed as provided under Section 405.950(G)(2).

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS _____ DAY OF _____, 2018

BILL NO. _____

ORDINANCE NO. _____

DR. SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2018

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Attachment: 18-045.Draft Ordinance.11-19-2018 (#18-045: Bayer Master Sign Plan)



APPLICATION TO PLANNING AND ZONING COMMISSION
#18-046: MINOR SITE PLAN APPROVAL FOR EXTERIOR
MODIFICATION OF THE BUILDING AND NEW LED PARKING LOT
LIGHTING AT 425 N. NEW BALLAS ROAD

FOR THE MEETING OF: Monday, November 19, 2018

SUBJECT PROPERTY LOCATION: 425 N. New Ballas Road, Zoned GC
General Commercial District.

REQUEST: Molly Studer, of Intelica CRE, has submitted an application on behalf of BMO-I Ballas Place LLC, for modifications to the exterior of the building at 425 N. New Ballas Road, that include painting the existing building a light grey color, and new LED lighting throughout the site.

ADDITIONAL INFORMATION: The building was originally developed in 1980 and has pre-existing, nonconformities on the site. Section 405.680 Lighting states that the Planning and Zoning Commission shall review proposed lighting for non-residential building construction or for the replacement or addition of light standards on an existing non-residential development in accordance with Section 405.1080. Section 405.1080 also requires minor site plan approval by the Planning and Zoning Commission for any proposed alteration that would significantly affect the exterior of a building. City Council action is not required.

Key Issues:

- Does the request integrate with the existing surrounding uses?
- Does the request further or implement the goals of the Comprehensive Plan?
- Is the request consistent with the Design Guidelines?

Comprehensive Plan References

- Design Guidelines

Zoning Code References

- Section 405.360: General Commercial District
- Section 405.680 Lighting
- Section 405.1080: Site Concept, Site Development and Minor Site Plan Approval.

APPLICANT: BMO-I Ballas Place LLC
C/o Dan Dokovic
600 Emerson Road # 210
Creve Coeur, MO 63141

APPLICANT'S REPRESENTATIVE: Molly Studer
VP Operations
Intelica CRE
600 Emerson Road #210
Creve Coeur, MO



GLEON GALLEON LED FLOOD



PRV PREVAIL

REPORT PREPARED BY: Whitney Kelly, AICP, City Planner
DATE: 11/15/2018
ATTACHMENTS: Applicant's Materials received October 31, 2018
Landscape Plan from 1979

PROJECT DESCRIPTION

The original building was developed in 1980 as a multi-tenant office building, and is pre-existing non-conforming to the current ordinance. The Applicants are proposing to renovate the exterior of the building that includes painting the existing brick a light grey color, adding tile and an architectural element at the existing entrance, as well as provide new LED lighting throughout the site.



Figure 1: Applicant's Concept Elevation



Figure 2: Applicant's Concept renderings



Figure 3: Image of the Applicant's Material Samples

Type	Manufacturer	Pattern	Color	
PNT	Sherwin Williams	SW7658	Grey Clouds	Brick Accent
PT	Daltile	Saddle Brooke XT	Walnut Creek XT SD85	Accent Tile
MISC.	Kawneer	AA-M12C22A42/44	Dark Bronze, No. 40	Window Frame
MISC.	Kawneer	ORSL 71877	Night Hawk Gray	Canopy Frame

Figure 4: Applicant's Proposed Finishes



Figure 5: Google Image of the Existing Building

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Retail /Office Single Family Residential	GC General Commercial / C Single Family Residential	Partial Rocky Drive
South	Post Office	B Single Family Residential	NA
East	Office	PO Planned Office	N. New Ballas Road
West	DeSmet School	C Single Family Residential	NA

COMPREHENSIVE PLAN REVIEW

Creve Coeur 2030 Plan, includes the subject property in the Mixed-Use District (MU) Place Type that supports the development of a variety of medium-density commercial, retail, office, institutional, dining community services, and multi-family residential within a suburban context. These land uses are supported primarily through vehicular access with improved walkability, pedestrian connections to adjacent neighborhoods, and beautifully landscaped street frontages. (p. 82). The building originally received approval in 1979 and was constructed in 1980. The last approved landscape plan was in 1979 with the approval of the development of the existing building. The Applicants are seeking to update the existing structure and have not proposed any changes to the site. While most of the landscaping is in place, there are some missing trees along N. New Ballas Road and Rocky Road. The Applicants have indicated that they will provide a new 15 foot wide easement for the future development of the sidewalks along N. New Ballas Road, which will require moving the existing retaining wall, which will bring the site further towards the goals and objectives of the Comprehensive Plan. However, it is anticipated that construction will occur within a 5-10 year timeframe. Therefore, Staff has included a condition of approval that additional plantings shall be provided to include some additional low trees to bring the site into substantial compliance with the prior approved landscape plan, while also taking into consideration the relocation of the retaining wall. As such, Staff finds that the proposal meets with the goals and objectives of the Comprehensive Plan and with *Creve Coeur 2030* in as much as this proposal can, given the existing site constraints.

Design Guidelines

The City's Design Guidelines recommend that materials should have good architectural character, be durable, and selected for their compatibility with adjoining buildings and properties. Natural, traditional building materials that required minimum maintenance, with color that is integral to the materials and not be painted on (Chapter E Materials/Colors, p. 9). The Applicants are proposing to paint the existing brick a light grey, provide tile and a new architectural canopy structure at the entrance along N. New Ballas Road. While the existing brick may seem dated, the painting of the material would be inconsistent with the Design Guidelines. Other possible options include staining the brick with a darker grey color to allow for the natural variation of the brick to remain, while provide for a more permanent option, and less maintenance than painting would require, or maintaining the existing brick, with tile and architectural canopy structure within the vestibule as proposed. The Commission should review the materials and discuss the use of painting and the color with the Applicant. A revised motion to address the Commission's recommendation may be necessary.

ZONING REVIEW

As the building is pre-existing, and the Applicants are only seeking to modify the exterior of the building and add new LED Lighting, zoning review is limited to the existing landscaping and lighting.

Landscaping:

Section 405.540(F)(10) Landscaping of the Zoning Ordinances requires that all landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. As indicated above the prior approved plan is from 1979, and overall the site is in general compliance with a few exceptions particularly the loss of street trees along N. New Ballas Road and Rocky Drive. Therefore Staff has included a condition of approval that a revised landscape plan be provided to bring the site closer to compliance with the prior approved plan, while allowing for some modification with the proposed future relocation of the retaining wall for the sidewalk, for the Zoning Administrator's approval.

Lighting

The Applicants are replacing the existing light fixtures with new LED light fixtures that are downcast, with the exception of the double headed flood lighting along N. New Ballas Road. Section 405.680(B)(7) that states: Lighting intended to illuminate building elevations, landscaping or signage shall shine directly onto the intended surface. The Applicants wish to utilize the pre-existing, non-conforming light poles for the flood lighting which can be seen in the Google image above. The photometric plan indicates that all lighting is in compliance with Section 405.680 Lighting, in that no light will be cast upon adjacent property. The Flood Lighting will include two light heads.



Section 405.730 Sidewalks requires that all non-residential developments requiring site concept plan and/or site development plan approval must provide safe, clearly defined and direct access between buildings and from the principal building's entrance to the public sidewalk. However, the Applicants are utilizing an existing site largely as is without adding additional coverage, and there is no existing sidewalk. Staff has been working toward completing the sidewalk connections along N. New Ballas Road for several years, with plans for sidewalks in this area in the next 5-10 years provided that the

Public Works Department is able to obtain federal grants for such work, and given the existing retaining wall, Staff has not asked that a new walkway be included at this time. Therefore, Staff has asked for a 15 foot wide easement to be provided in anticipation of the future work, for which the Applicants have indicated agreement for such. Therefore, Staff has included a condition that such easement be provided, for the Department of Public Works approval.

RECOMMENDATION

Based on the above analysis, the request for façade and lighting improvements meets all of the requirements of the Comprehensive Plan and Zoning Ordinances, with the exceptions discussed above. Staff recommends the following conditions be incorporated in any motion for the approval of the minor Site Plan. Additional discussion of the color and painting of the brick may require additional conditions.

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the “Concept Elevations” received October 31, 2018 as bound together and submitted in conjunction with Application #18-046 by Hastings+Chivetta, and with all conditions of approval.
2. A sidewalk easement approximately fifteen (15) in width running the entire length of N. New Ballas Road, together with a temporary easement for the relocation and reconstruction of the retaining wall, shall be provided to the City of Creve Coeur at the direction and for approval of the Department of Public Works.
3. All lighting shall be in conformance with Section 405.680, Lighting, of the Zoning Code, and Section 205.810 of the Parking Ordinance. An additional light fixture may be provided to make up for the loss of the flood lighting along N. New Ballas Road for the Zoning Administrator’s approval.
4. A revised landscape plan shall be provided to bring the site into compliance with the prior approved plan, including adding trees along N. New Ballas, and taking into consideration the future relocation of the retaining wall for the future sidewalk.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code
6. No site development plan or minor site plan approval shall be valid for a period longer than twelve (12) months from the date it is approved, unless within such period a building permit is obtained and substantial construction is commenced. Substantial construction shall be deemed to consist of clearing the site, completion of footings, basement or building slab and inspection of such work. The Planning and Zoning Commission and the City Council, when required, may grant extensions not exceeding twelve (12) months each upon written request of the original applicant prior to the expiration of such period and resubmission of the application if the application as resubmitted is substantially the same as the initially approved application. However, the Commission and the Council, as applicable, have the power in such cases to attach new conditions to their re-approval or to disapprove the reapplication. Where the application for re-approval contains changes which the Zoning Administrator concludes materially alter the initial application, the Zoning Administrator shall initiate a new site development plan review procedure as stated in Section 405.1080 or a new minor site plan review procedure as stated in Section 405.1080.

MOTION

The motion to approve the site development plans as shown in the Applicant’s materials will be in the form of approval, approval with conditions, denial or deferral. City Council action is not required for minor site development plans. The following is an example of an appropriate motion for this proposal:

“I move to recommend approval of the minor site plan for the façade and lighting improvements for the building at 425 N. New Ballas Road as bound together with Application #18-046, as presented to the Planning and Zoning Commission, subject to the conditions contained in the staff report for the meeting of November 19, 2018” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING DESIGN GUIDELINES

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO

425 N. New Ballas Road, Ballas Place



APPENDIX 4: SITE PHOTOGRAPHS

Taken: 11-16-2018



Description: View of the existing building looking southwest from the north east corner of the property.



Description: View of the existing front vestibule area.



Description: View of the existing non-conforming flood lighting in front of the parking lot and building along N. New Ballas Road.



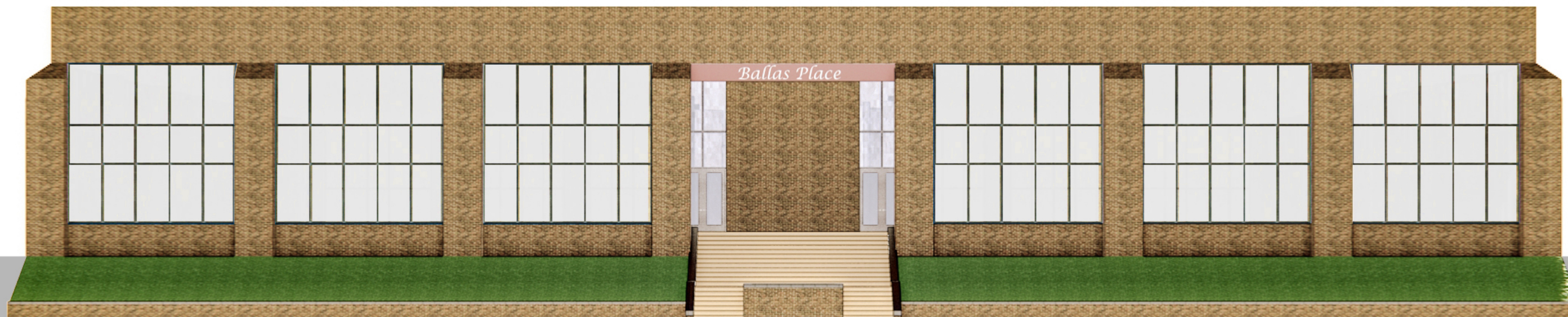
Bamboo
EQUITY PARTNERS

Concept 2.B2
425 N Ballas

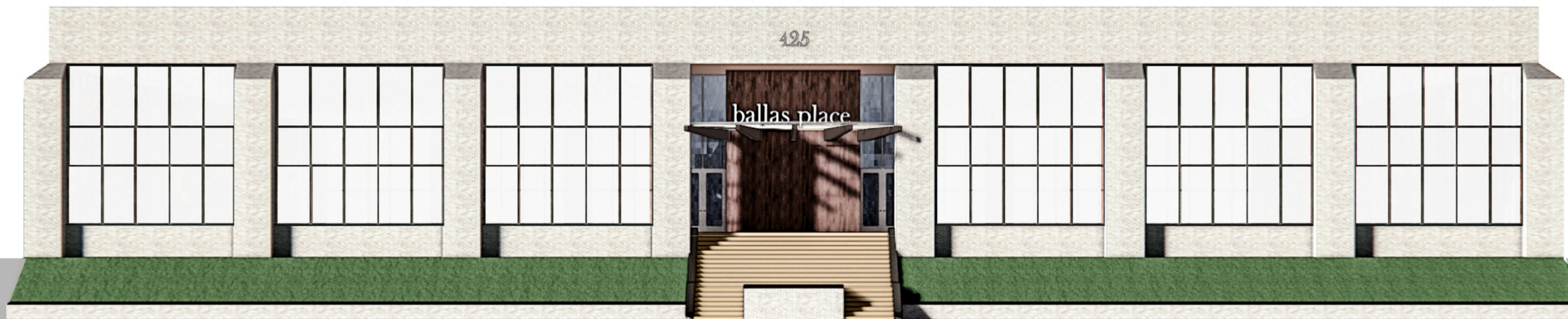
Hastings+Chivetta
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October 15, 2018

Attachment: Applicant's Materials (#18-046: 425 N. New Ballas Road Minor SP)

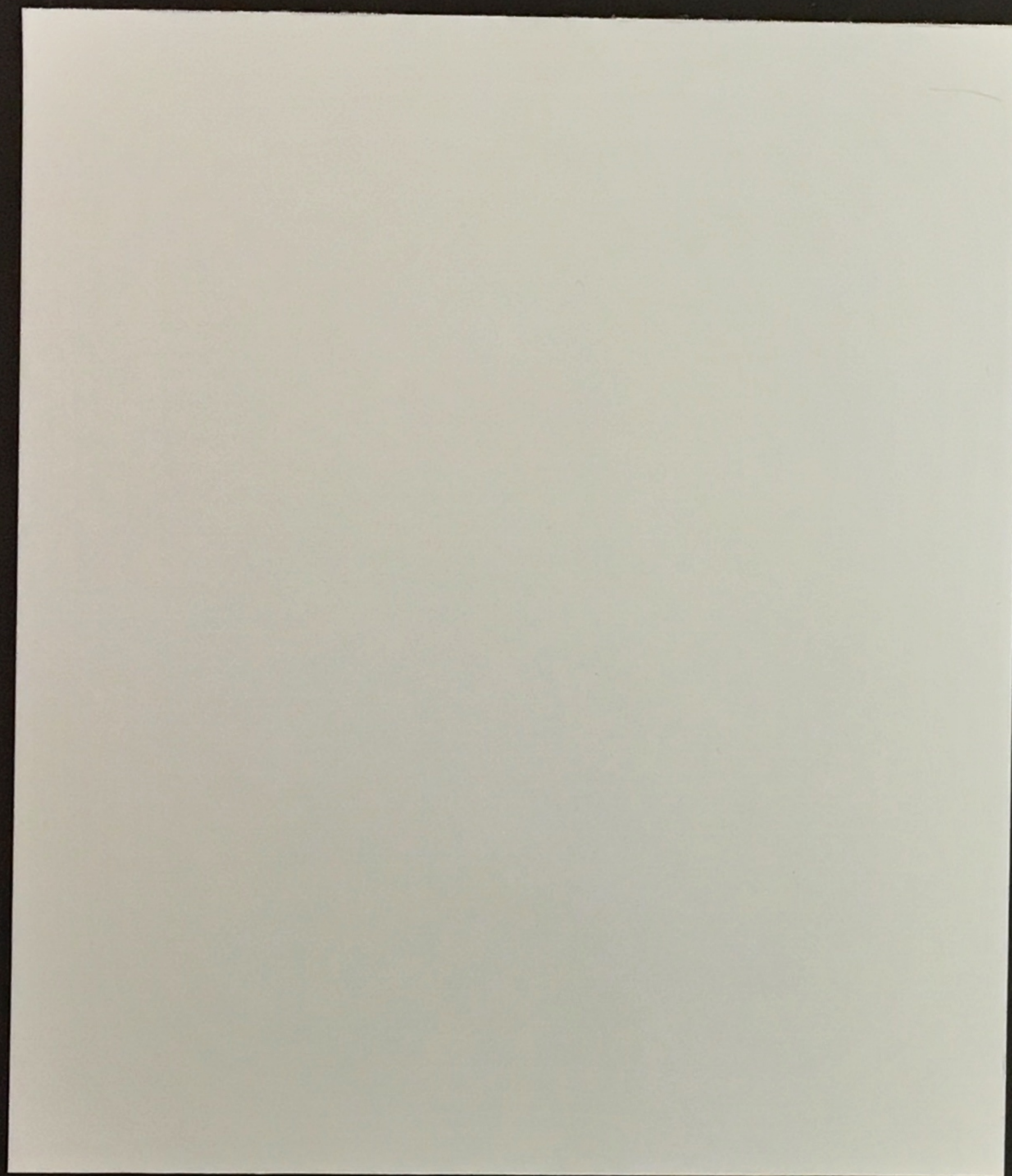


Existing elevation



Concept elevation

Attachment: Applicant's Materials (#18-046: 425 N. New Ballas Road Minor SP)



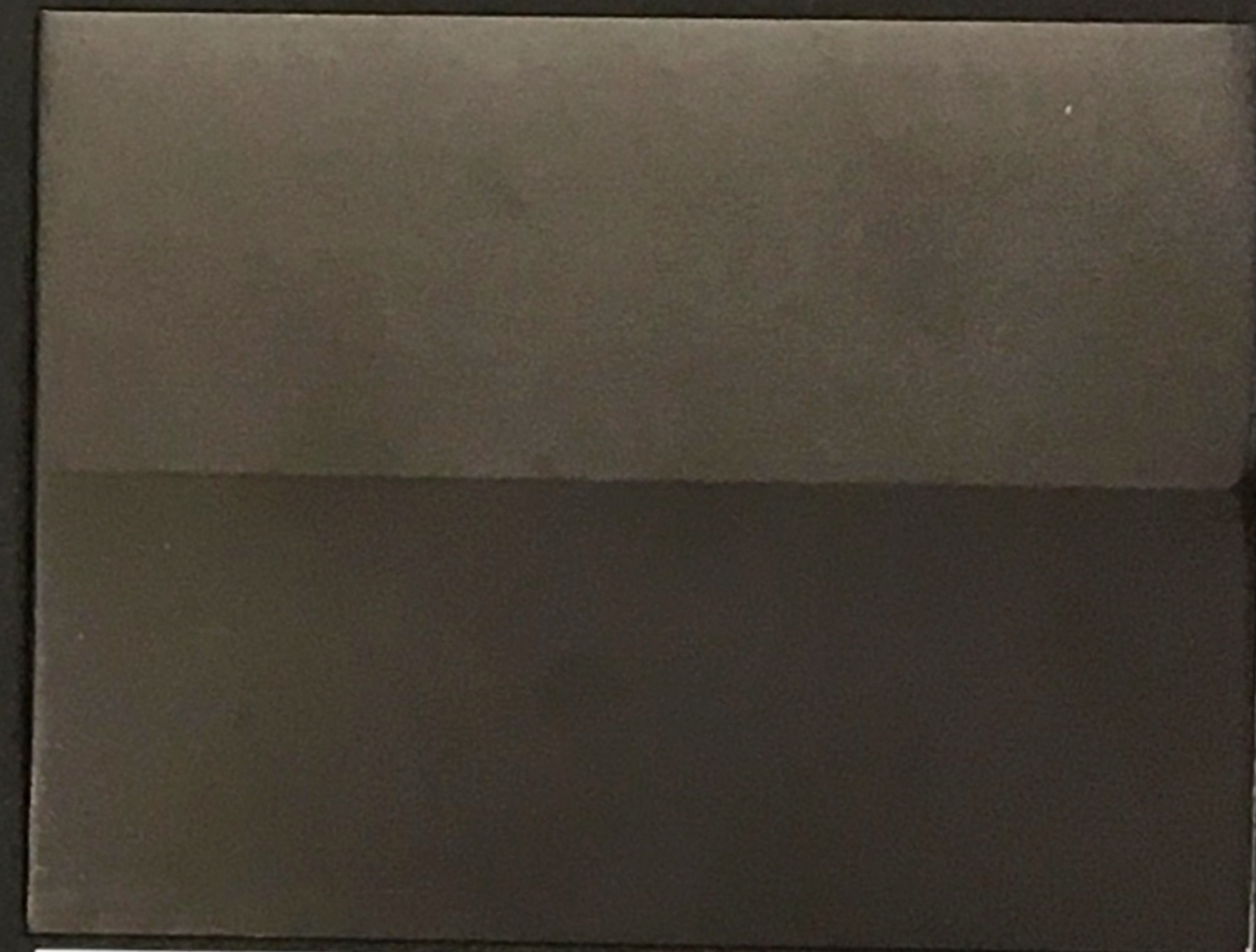
BRICK PAINT



ACCENT TILE



CANOPY FRAME



WINDOW FRAME

Type	Manufacturer	Pattern	Color	
PNT	Sherwin Williams	SW7658	Grey Clouds	Brick Accent
PT	Daltile	Saddle Brooke XT	Walnut Creek XT SD85	Accent Tile
MISC.	Kawneer	AA-M12C22A42/44	Dark Bronze, No. 40	Window Frame
MISC.	Kawneer	ORSL 71877	Night Hawk Gray	Canopy Frame

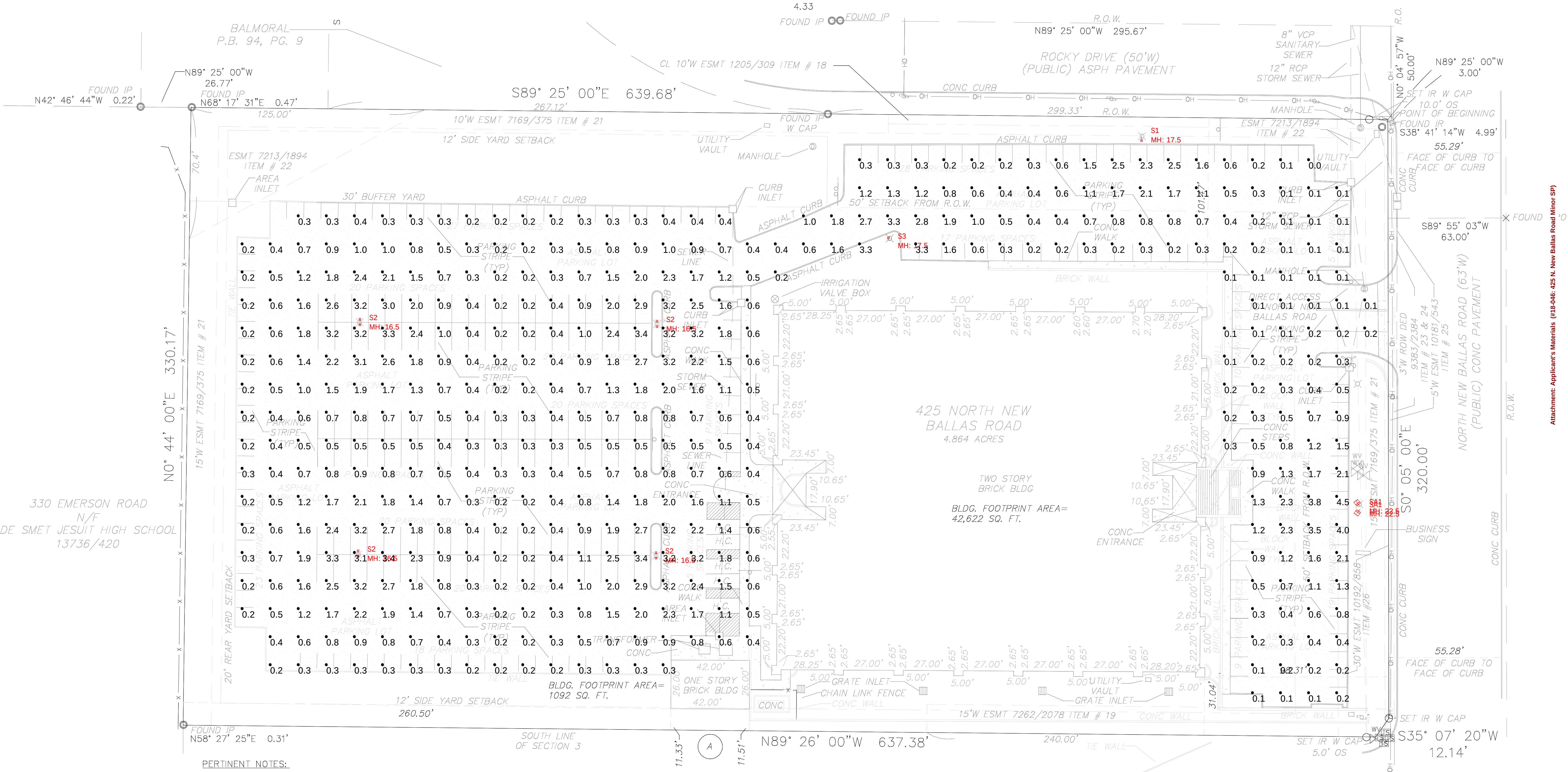


POLE FIXTURE MOUNTING HEIGHT INCLUDES 2.5' BASE
LIGHT LEVEL CALCULATED ON THE GROUND

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
SITE	Illuminance	Fc	0.94	4.5	0.0	N.A.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lum. Watts	Total Watts	LLF	Description
	2	SA1	SINGLE	166	332	0.912	GLEON-AF-03-LED-E1-T4FT-ADJS
	4	S2	BACK-BACK	87	696	0.912	PRV-A25-D-UNV-T5-BZ
	1	S3	SINGLE	87	87	0.912	PRV-A25-D-UNV-T3-BZ
	1	S1	SINGLE	87	87	0.912	PRV-A25-D-UNV-T4-BZ

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND
EXISTING FIELD CONDITIONS, THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL
VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



PERTINENT NOTES:

Attachment: Applicant's Materials (#18-046: 225 N. New Ballas Road Minor SP)

DESCRIPTION

The Galleon™ LED Flood luminaire combines the low-profile design of the Galleon with the mounting angle flexibility of a pole or wall-mounted floodlight. With a maximum tilt angle of 60° from horizontal, and patented, high-efficiency AccuLED Optics™ technology, it provides uniform and energy conscious illumination for parking lots, container/ rail yards and highway projects. Mounts direct to pole or to a, bullhorn or pole-top tenon. IP66 rated and UL/cUL Listed for wet locations.

SPECIFICATION FEATURES

Construction

Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration and IP66 rated up to 60° from horizontal. Optional tool-less hardware available for ease of entry into electrical chamber.

Optics

Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI.

Optional 6000K CCT, 5000K CCT and 3000K CCT.

Electrical

LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with our proprietary circuit module designed to withstand 10kV of transient line surge. The Galleon LED Flood luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 600mA, 800mA and 1200mA drive currents (nominal).

Mounting

Cast aluminum knuckle arm mounts directly to fixture housing, and is available with either commercial pole mount or slipfitter for bullhorn, pipe or tenon mount. Can be tilted up to 60° from horizontal without compromising vibration or IP rating. Slipfitter compatible with 2-3/8" – 3" pipe or tenon mounting.

Finish

Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is powder coated black. Standard housing colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available.

Warranty

Five-year warranty.

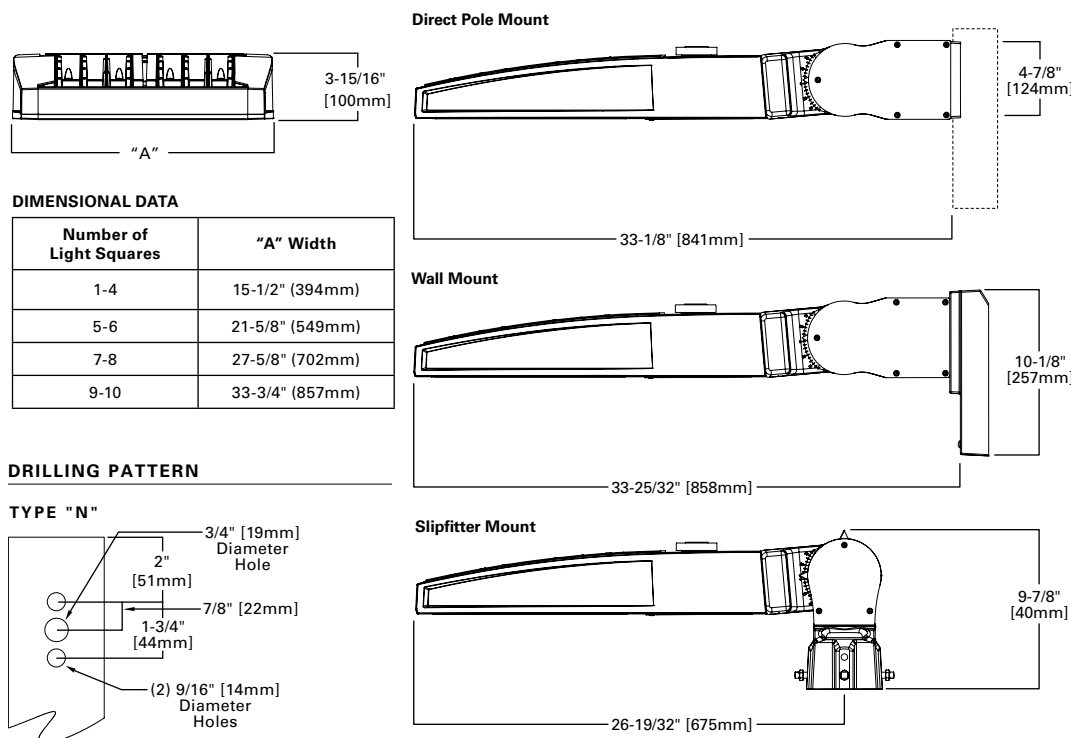


GLEON GALLEO LED FLOOD

1-10 Light Squares
Solid State LED

FLOODLIGHT LUMINAIRE

DIMENSIONS



CERTIFICATION DATA

UL/cUL Wet Location Listed
ISO 9001
LM79 / LM80 Compliant
3G Vibration Rated up to 60° from Horizontal
IP66 Rated up to 60° from Horizontal
DesignLights Consortium® Qualified*

ENERGY DATA

Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120V-277V 50/60Hz
347V & 480V 60Hz
-40°C Min. Temperature
40°C Max. Temperature
50°C Max. Temperature (HA Option)



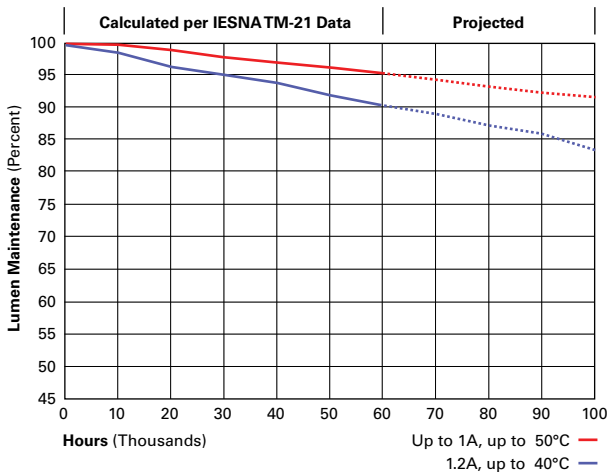
EPA CHART

Tilt Angle (Degrees)	Number of Light Squares	Weight	1 @ 90°	2 @ 180°	2 @ 90°	2 @ 120°	3 @ 90°	3 @ 120°	4 @ 90°
0°	1-4	34 lbs. (15.45 kgs.)	1.21	2.42	1.94	2.19	2.92	2.83	3.87
	5-6	45 lbs. (20.45 kgs.)	1.21	2.42	2.12	2.28	3.12	3.12	4.23
	7-8	55 lbs. (25.00 kgs.)	1.21	2.42	--	2.39	--	3.42	--
	9-10	63 lbs. (28.63 kgs.)	1.21	2.42	--	2.51	--	3.73	--
15°	1-4	34 lbs. (15.45 kgs.)	1.21	2.42	2.14	2.39	3.14	3.16	4.23
	5-6	45 lbs. (20.45 kgs.)	1.21	2.42	2.46	2.46	3.43	3.60	4.91
	7-8	55 lbs. (25.00 kgs.)	1.30	2.59	--	2.65	--	4.06	--
	9-10	63 lbs. (28.63 kgs.)	1.58	3.17	--	3.02	--	4.54	--
30°	1-4	34 lbs. (15.45 kgs.)	1.41	2.82	2.94	2.78	4.05	4.25	5.88
	5-6	45 lbs. (20.45 kgs.)	1.96	3.92	3.66	3.55	5.13	5.18	7.31
	7-8	55 lbs. (25.00 kgs.)	2.51	5.01	--	4.33	--	6.16	--
	9-10	63 lbs. (28.63 kgs.)	3.06	6.12	--	5.14	--	7.23	--
45°	1-4	34 lbs. (15.45 kgs.)	1.99	2.99	3.70	3.60	5.19	5.23	7.40
	5-6	45 lbs. (20.45 kgs.)	2.77	5.55	4.76	4.72	6.76	6.67	9.81
	7-8	55 lbs. (25.00 kgs.)	3.54	7.09	--	5.85	--	8.16	--
	9-10	63 lbs. (28.63 kgs.)	4.33	8.66	--	7.01	--	9.70	--
60°	1-4	34 lbs. (15.45 kgs.)	2.44	4.88	4.30	4.24	6.09	6.04	8.60
	5-6	45 lbs. (20.45 kgs.)	3.40	6.79	--	5.64	--	7.88	--
	7-8	55 lbs. (25.00 kgs.)	4.34	8.68	--	7.03	--	9.72	--
	9-10	63 lbs. (28.63 kgs.)	5.30	10.60	--	--	--	--	--

Note: Mounting not valid where left blank due to clearance.

LUMEN MAINTENANCE

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)
Up to 1A	Up to 50°C	> 95%	416,000
1.2A	Up to 40°C	> 90%	205,000



LUMEN MULTIPLIER

Ambient Temperature	Ambient Temperature
0°	1.02
10°	1.01
25°	1.00
40°	0.99
50°	0.97

NOMINAL POWER LUMENS (1.2A)

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		67	129	191	258	320	382	448	511	575	640
Input Current @ 120V (A)		0.58	1.16	1.78	2.31	2.94	3.56	4.09	4.71	5.34	5.87
Input Current @ 208V (A)		0.33	0.63	0.93	1.27	1.57	1.87	2.22	2.52	2.8	3.14
Input Current @ 240V (A)		0.29	0.55	0.80	1.10	1.35	1.61	1.93	2.18	2.41	2.71
Input Current @ 277V (A)		0.25	0.48	0.70	0.96	1.18	1.39	1.69	1.90	2.09	2.36
Input Current @ 347V (A)		0.20	0.39	0.57	0.78	0.96	1.15	1.36	1.54	1.72	1.92
Input Current @ 480V (A)		0.15	0.30	0.43	0.60	0.73	0.85	1.03	1.16	1.28	1.45
Optics											
T2	4000K/5000K Lumens	6,709	13,111	19,562	25,848	32,026	38,325	45,324	51,355	57,286	63,424
	3000K Lumens	5,939	11,606	17,316	22,881	28,349	33,925	40,121	45,459	50,710	56,143
T2R	4000K/5000K Lumens	7,122	13,919	20,769	27,442	34,000	40,687	48,117	54,519	60,816	67,333
	3000K Lumens	5,939	11,606	17,316	22,881	28,349	33,925	40,121	45,459	50,710	56,143
T3	4000K/5000K Lumens	6,838	13,363	19,939	26,346	32,642	39,062	46,196	52,343	58,388	64,646
	3000K Lumens	6,053	11,829	17,650	23,321	28,895	34,578	40,893	46,334	51,685	57,225
T3R	4000K/5000K Lumens	6,990	13,660	20,382	26,931	33,368	39,930	47,223	53,506	59,686	66,081
	3000K Lumens	6,188	12,092	18,042	23,839	29,537	35,346	41,802	47,364	52,834	58,495
T4FT	4000K/5000K Lumens	6,878	13,440	20,055	26,499	32,832	39,289	46,464	52,646	58,726	65,020
	3000K Lumens	6,088	11,897	17,753	23,457	29,063	34,779	41,130	46,602	51,984	57,556
T4W	4000K/5000K Lumens	6,789	13,267	19,795	26,156	32,408	38,781	45,864	51,967	57,968	64,180
	3000K Lumens	6,010	11,744	17,523	23,153	28,688	34,329	40,599	46,001	51,313	56,812
SL2	4000K/5000K Lumens	6,697	13,088	19,529	25,804	31,970	38,259	45,245	51,267	57,186	63,315
	3000K Lumens	5,928	11,585	17,287	22,842	28,300	33,867	40,051	45,382	50,621	56,046
SL3	4000K/5000K Lumens	6,837	13,361	19,936	26,342	32,639	39,057	46,189	52,336	58,380	64,636
	3000K Lumens	6,052	11,827	17,647	23,318	28,892	34,573	40,887	46,328	51,678	57,216
SL4	4000K/5000K Lumens	6,496	12,695	18,943	25,029	31,011	37,110	43,886	49,727	55,470	61,414
	3000K Lumens	5,750	11,238	16,768	22,156	27,451	32,850	38,848	44,018	49,102	54,364
5NQ	4000K/5000K Lumens	7,052	13,781	20,564	27,171	33,664	40,285	47,641	53,981	60,215	66,669
	3000K Lumens	6,242	12,199	18,203	24,052	29,799	35,660	42,172	47,784	53,302	59,015
5MQ	4000K/5000K Lumens	7,182	14,034	20,942	27,671	34,284	41,027	48,518	54,975	61,323	67,896
	3000K Lumens	6,358	12,423	18,538	24,494	30,348	36,317	42,948	48,664	54,283	60,102
5WQ	4000K/5000K Lumens	7,201	14,073	20,998	27,744	34,375	41,136	48,648	55,121	61,487	68,077
	3000K Lumens	6,374	12,457	18,587	24,559	30,429	36,414	43,063	48,793	54,428	60,262
SLL/SLR	4000K/5000K Lumens	6,009	11,741	17,519	23,148	28,681	34,321	40,589	45,990	51,301	56,798
	3000K Lumens	5,319	10,393	15,508	20,491	25,388	30,381	35,929	40,710	45,412	50,278
RW	4000K/5000K Lumens	6,989	13,657	20,378	26,925	33,360	39,921	47,211	53,494	59,672	66,066
	3000K Lumens	6,187	12,089	18,039	23,834	29,530	35,338	41,791	47,353	52,822	58,482
AFL	4000K/5000K Lumens	7,014	13,706	20,452	27,023	33,481	40,066	47,383	53,688	59,888	66,306
	3000K Lumens	6,209	12,133	18,104	23,921	29,637	35,466	41,943	47,525	53,013	58,694

* Nominal data for 70 CRI.

Attachment: Applicant's Materials (#18-046: 425 N. New Ballas Road Minor SP)

NOMINAL POWER LUMENS (1A)

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		59	113	166	225	279	333	391	445	501	558
Input Current @ 120V (A)		0.51	1.02	1.53	2.03	2.55	3.06	3.56	4.08	4.6	5.07
Input Current @ 208V (A)		0.29	0.56	0.82	1.11	1.37	1.64	1.93	2.19	2.46	2.75
Input Current @ 240V (A)		0.26	0.48	0.71	0.96	1.19	1.41	1.67	1.89	2.12	2.39
Input Current @ 277V (A)		0.23	0.42	0.61	0.83	1.03	1.23	1.45	1.65	1.84	2.09
Input Current @ 347V (A)		0.17	0.32	0.50	0.64	0.82	1.00	1.14	1.32	1.50	1.68
Input Current @ 480V (A)		0.14	0.24	0.37	0.48	0.61	0.75	0.91	0.99	1.12	1.28
Optics											
T2	4000K/5000K Lumens	6,116	11,951	17,833	23,563	29,195	34,937	41,317	46,814	52,221	57,817
	3000K Lumens	5,414	10,579	15,786	20,858	25,843	30,926	36,574	41,440	46,226	51,180
T2R	4000K/5000K Lumens	6,493	12,688	18,932	25,015	30,994	37,090	43,863	49,699	55,439	61,380
	3000K Lumens	5,748	11,231	16,759	22,143	27,436	32,832	38,828	43,994	49,075	54,334
T3	4000K/5000K Lumens	6,234	12,181	18,176	24,017	29,756	35,609	42,111	47,715	53,225	58,930
	3000K Lumens	5,518	10,783	16,089	21,260	26,340	31,521	37,277	42,237	47,115	52,165
T3R	4000K/5000K Lumens	6,372	12,453	18,580	24,550	30,418	36,400	43,048	48,776	54,409	60,239
	3000K Lumens	5,640	11,023	16,447	21,732	26,926	32,221	38,106	43,177	48,163	53,324
T4FT	4000K/5000K Lumens	6,270	12,252	18,282	24,156	29,929	35,815	42,356	47,992	53,534	59,271
	3000K Lumens	5,550	10,845	16,183	21,383	26,493	31,703	37,494	42,483	47,388	52,467
T4W	4000K/5000K Lumens	6,189	12,094	18,045	23,844	29,543	35,352	41,809	47,372	52,843	58,506
	3000K Lumens	5,479	10,706	15,973	21,107	26,151	31,294	37,009	41,934	46,777	51,790
SL2	4000K/5000K Lumens	6,105	11,931	17,803	23,522	29,144	34,877	41,245	46,734	52,130	57,717
	3000K Lumens	5,404	10,561	15,759	20,822	25,798	30,873	36,510	41,369	46,145	51,091
SL3	4000K/5000K Lumens	6,233	12,180	18,174	24,013	29,753	35,604	42,106	47,708	53,218	58,921
	3000K Lumens	5,517	10,782	16,088	21,256	26,337	31,517	37,272	42,231	47,109	52,157
SL4	4000K/5000K Lumens	5,922	11,572	17,268	22,816	28,269	33,829	40,006	45,330	50,566	55,984
	3000K Lumens	5,242	10,244	15,286	20,197	25,024	29,945	35,413	40,126	44,761	49,557
5NQ	4000K/5000K Lumens	6,429	12,563	18,746	24,768	30,688	36,723	43,429	49,208	54,891	60,775
	3000K Lumens	5,691	11,121	16,594	21,925	27,165	32,507	38,443	43,559	48,590	53,798
5MQ	4000K/5000K Lumens	6,547	12,794	19,090	25,224	31,253	37,400	44,228	50,114	55,902	61,893
	3000K Lumens	5,795	11,325	16,898	22,328	27,665	33,106	39,151	44,361	49,484	54,788
5WQ	4000K/5000K Lumens	6,564	12,828	19,141	25,291	31,336	37,499	44,347	50,248	56,051	62,058
	3000K Lumens	5,810	11,355	16,944	22,388	27,739	33,194	39,256	44,480	49,616	54,934
SLL/SLR	4000K/5000K Lumens	5,478	10,703	15,970	21,102	26,145	31,286	37,001	41,924	46,765	51,777
	3000K Lumens	4,849	9,474	14,137	18,679	23,144	27,694	32,753	37,111	41,396	45,833
RW	4000K/5000K Lumens	6,371	12,449	18,576	24,544	30,411	36,392	43,037	48,764	54,396	60,225
	3000K Lumens	5,640	11,020	16,443	21,726	26,920	32,214	38,096	43,166	48,151	53,311
AFL	4000K/5000K Lumens	6,394	12,494	18,644	24,634	30,521	36,524	43,194	48,942	54,593	60,444
	3000K Lumens	5,660	11,060	16,504	21,806	27,017	32,331	38,235	43,323	48,326	53,505

* Nominal data for 70 CRI.

Attachment: Applicant's Materials (#18-046: 425 N. New Ballas Road Minor SP)

NOMINAL POWER LUMENS (800MA)

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		44	85	124	171	210	249	295	334	374	419
Input Current @ 120V (A)		0.39	0.77	1.13	1.54	1.90	2.26	2.67	3.03	3.39	3.80
Input Current @ 208V (A)		0.22	0.44	0.62	0.88	1.06	1.24	1.50	1.68	1.87	2.12
Input Current @ 240V (A)		0.19	0.38	0.54	0.76	0.92	1.08	1.30	1.46	1.62	1.84
Input Current @ 277V (A)		0.17	0.36	0.47	0.72	0.83	0.95	1.19	1.31	1.42	1.67
Input Current @ 347V (A)		0.15	0.24	0.38	0.49	0.63	0.77	0.87	1.01	1.15	1.52
Input Current @ 480V (A)		0.11	0.18	0.29	0.37	0.48	0.59	0.66	0.77	0.88	0.96
Optics											
T2	4000K/5000K Lumens	4,941	9,656	14,408	19,038	23,588	28,227	33,382	37,823	42,191	46,713
	3000K Lumens	4,374	8,547	12,754	16,852	20,880	24,987	29,550	33,481	37,347	41,350
T2R	4000K/5000K Lumens	5,246	10,251	15,296	20,211	25,041	29,966	35,439	40,154	44,791	49,592
	3000K Lumens	4,644	9,074	13,540	17,891	22,166	26,526	31,371	35,544	39,649	43,899
T3	4000K/5000K Lumens	5,037	9,842	14,685	19,404	24,041	28,770	34,024	38,551	43,003	47,612
	3000K Lumens	4,459	8,712	12,999	17,176	21,281	25,467	30,118	34,125	38,066	42,146
T3R	4000K/5000K Lumens	5,148	10,061	15,011	19,835	24,576	29,409	34,780	39,408	43,959	48,669
	3000K Lumens	4,557	8,906	13,288	17,558	21,755	26,033	30,787	34,884	38,913	43,082
T4FT	4000K/5000K Lumens	5,066	9,899	14,770	19,516	24,181	28,936	34,221	38,774	43,252	47,888
	3000K Lumens	4,484	8,763	13,074	17,276	21,405	25,614	30,292	34,323	38,287	42,390
T4W	4000K/5000K Lumens	5,000	9,771	14,579	19,264	23,869	28,562	33,779	38,274	42,694	47,269
	3000K Lumens	4,426	8,649	12,905	17,052	21,129	25,283	29,901	33,880	37,793	41,843
SL2	4000K/5000K Lumens	4,933	9,639	14,383	19,005	23,547	28,178	33,324	37,758	42,118	46,632
	3000K Lumens	4,367	8,532	12,732	16,823	20,844	24,943	29,498	33,423	37,283	41,279
SL3	4000K/5000K Lumens	5,036	9,841	14,683	19,401	24,039	28,766	34,019	38,546	42,997	47,605
	3000K Lumens	4,458	8,711	12,997	17,174	21,279	25,464	30,114	34,121	38,061	42,140
SL4	4000K/5000K Lumens	4,784	9,350	13,951	18,434	22,840	27,332	32,323	36,624	40,854	45,232
	3000K Lumens	4,235	8,277	12,349	16,318	20,218	24,194	28,612	32,420	36,164	40,039
5NQ	4000K/5000K Lumens	5,194	10,150	15,145	20,011	24,794	29,670	35,088	39,757	44,349	49,102
	3000K Lumens	4,598	8,985	13,406	17,714	21,948	26,264	31,060	35,193	39,258	43,465
5MQ	4000K/5000K Lumens	5,290	10,337	15,424	20,380	25,250	30,217	35,734	40,489	45,165	50,006
	3000K Lumens	4,683	9,150	13,653	18,040	22,351	26,748	31,632	35,841	39,980	44,265
5WQ	4000K/5000K Lumens	5,304	10,365	15,465	20,434	25,318	30,297	35,830	40,597	45,286	50,139
	3000K Lumens	4,695	9,175	13,690	18,088	22,411	26,819	31,717	35,936	40,087	44,383
SLL/SLR	4000K/5000K Lumens	4,426	8,648	12,903	17,049	21,124	25,278	29,894	33,872	37,784	41,832
	3000K Lumens	3,918	7,655	11,422	15,092	18,699	22,376	26,462	29,983	33,446	37,030
RW	4000K/5000K Lumens	5,147	10,058	15,009	19,830	24,570	29,402	34,771	39,399	43,949	48,658
	3000K Lumens	4,556	8,903	13,286	17,554	21,749	26,027	30,779	34,876	38,904	43,072
AFL	4000K/5000K Lumens	5,166	10,095	15,063	19,903	24,659	29,509	34,898	39,542	44,108	48,835
	3000K Lumens	4,573	8,936	13,334	17,618	21,828	26,121	30,892	35,003	39,044	43,229

* Nominal data for 70 CRI.

Attachment: Applicant's Materials (#18-046: 425 N. New Ballas Road Minor SP)

NOMINAL POWER LUMENS (600MA)

Number of Light Squares		1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)		34	66	96	129	162	193	226	257	290	323
Input Current @ 120V (A)		0.30	0.58	0.86	1.16	1.44	1.73	2.03	2.33	2.59	2.89
Input Current @ 208V (A)		0.17	0.34	0.49	0.65	0.84	0.99	1.14	1.30	1.48	1.63
Input Current @ 240V (A)		0.15	0.30	0.43	0.56	0.74	0.87	1.00	1.13	1.30	1.43
Input Current @ 277V (A)		0.14	0.28	0.41	0.52	0.69	0.81	0.93	1.04	1.22	1.33
Input Current @ 347V (A)		0.11	0.19	0.30	0.39	0.49	0.60	0.69	0.77	0.90	0.99
Input Current @ 480V (A)		0.08	0.15	0.24	0.30	0.38	0.48	0.53	0.59	0.71	0.77
Optics											
T2	4000K/5000K Lumens	4,029	7,874	11,749	15,525	19,235	23,019	27,222	30,844	34,406	38,093
	3000K Lumens	3,566	6,970	10,400	13,743	17,027	20,376	24,097	27,303	30,456	33,720
T2R	4000K/5000K Lumens	4,278	8,360	12,474	16,482	20,421	24,437	28,900	32,745	36,527	40,441
	3000K Lumens	3,787	7,400	11,042	14,590	18,077	21,632	25,582	28,986	32,334	35,798
T3	4000K/5000K Lumens	4,107	8,026	11,976	15,824	19,605	23,461	27,746	31,438	35,068	38,827
	3000K Lumens	3,636	7,105	10,601	14,007	17,354	20,768	24,561	27,829	31,042	34,370
T3R	4000K/5000K Lumens	4,198	8,205	12,242	16,175	20,041	23,982	28,363	32,137	35,848	39,689
	3000K Lumens	3,716	7,263	10,837	14,318	17,740	21,229	25,107	28,448	31,733	35,133
T4FT	4000K/5000K Lumens	4,131	8,072	12,045	15,915	19,719	23,597	27,907	31,620	35,272	39,052
	3000K Lumens	3,657	7,145	10,662	14,088	17,455	20,888	24,703	27,990	31,223	34,569
T4W	4000K/5000K Lumens	4,077	7,968	11,889	15,710	19,465	23,292	27,546	31,212	34,816	38,547
	3000K Lumens	3,609	7,053	10,524	13,906	17,230	20,618	24,384	27,629	30,819	34,122
SL2	4000K/5000K Lumens	4,022	7,861	11,729	15,498	19,202	22,979	27,175	30,791	34,347	38,028
	3000K Lumens	3,560	6,959	10,383	13,719	16,998	20,341	24,055	27,256	30,404	33,662
SL3	4000K/5000K Lumens	4,106	8,025	11,974	15,821	19,603	23,458	27,742	31,433	35,064	38,821
	3000K Lumens	3,635	7,104	10,599	14,005	17,353	20,765	24,557	27,824	31,039	34,364
SL4	4000K/5000K Lumens	3,902	7,624	11,377	15,033	18,626	22,289	26,359	29,867	33,316	36,886
	3000K Lumens	3,454	6,749	10,071	13,307	16,488	19,730	23,333	26,438	29,491	32,651
5NQ	4000K/5000K Lumens	4,236	8,277	12,351	16,319	20,219	24,196	28,614	32,422	36,166	40,042
	3000K Lumens	3,750	7,327	10,933	14,446	17,898	21,418	25,329	28,700	32,014	35,445
5MQ	4000K/5000K Lumens	4,314	8,429	12,578	16,619	20,591	24,641	29,141	33,019	36,832	40,779
	3000K Lumens	3,819	7,461	11,134	14,711	18,227	21,812	25,796	29,228	32,604	36,098
5WQ	4000K/5000K Lumens	4,325	8,452	12,611	16,664	20,646	24,707	29,219	33,106	36,930	40,888
	3000K Lumens	3,828	7,482	11,163	14,751	18,276	21,871	25,865	29,305	32,690	36,194
SLL/SLR	4000K/5000K Lumens	3,609	7,052	10,522	13,903	17,226	20,613	24,378	27,622	30,812	34,114
	3000K Lumens	3,195	6,242	9,314	12,307	15,248	18,247	21,579	24,451	27,275	30,198
RW	4000K/5000K Lumens	4,197	8,202	12,239	16,171	20,036	23,977	28,356	32,129	35,839	39,680
	3000K Lumens	3,715	7,260	10,834	14,315	17,736	21,224	25,101	28,441	31,725	35,125
AFL	4000K/5000K Lumens	4,213	8,232	12,284	16,230	20,109	24,064	28,459	32,246	35,969	39,824
	3000K Lumens	3,729	7,287	10,874	14,367	17,800	21,301	25,192	28,544	31,840	35,252

* Nominal data for 70 CRI.

Attachment: Applicant's Materials (#18-046: 425 N. New Ballas Road Minor SP)

CONTROL OPTIONS**0-10V (DIM)**

This fixture is offered standard with 0-10V dimming driver(s). The DIM option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

Photocontrol (P, R and PER7)

Optional button-type photocontrol (P) and photocontrol receptacles (R and PER7) provide a flexible solution to enable “dusk-to-dawn” lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PER7 receptacle.

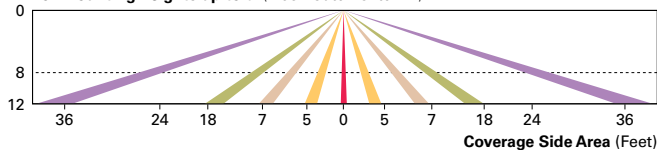
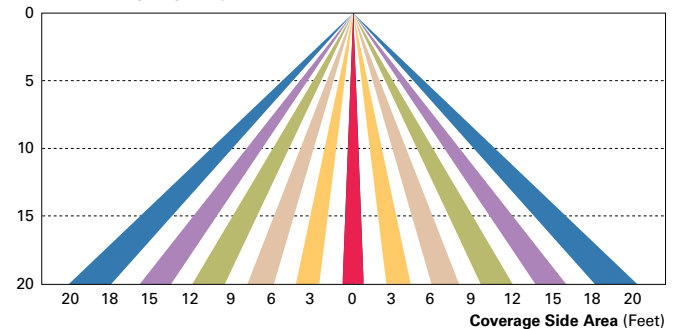
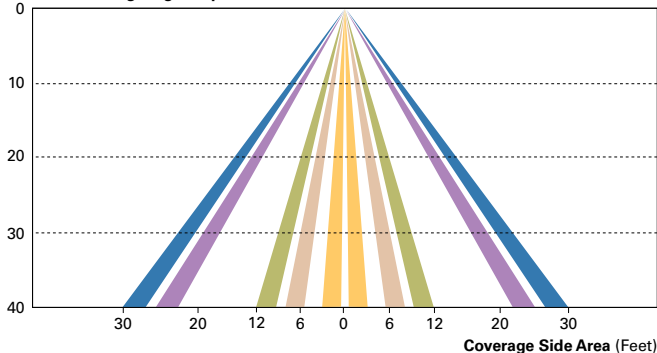
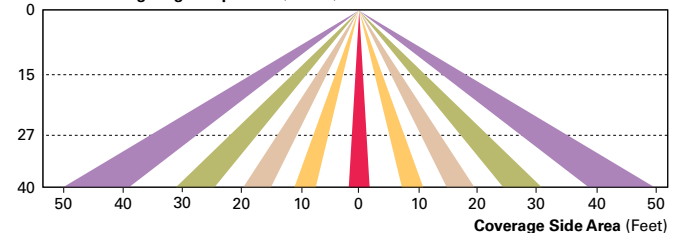
After Hours Dim (AHD)

This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled portions of the night. The dimming profile will automatically take effect after a “dusk-to-dawn” period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

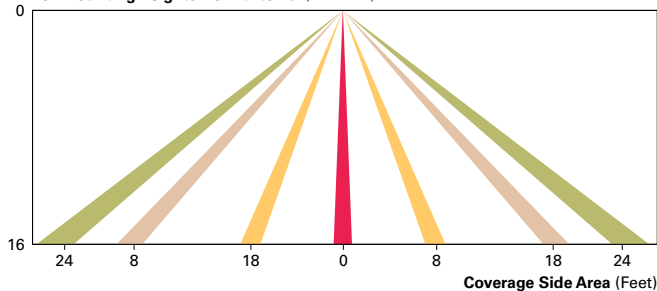
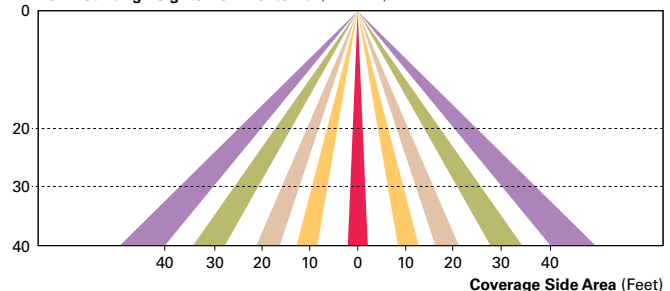
Dimming Occupancy Sensor (MS/DIM-LXX, MS/X-LXX and MS-LXX)

These sensors are factory installed in the luminaire housing. When the MS/DIM-LXX sensor option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MS/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes. The MS-LXX sensor is factory preset to turn the luminaire off after five minutes of no activity. The MS/X-LXX is also preset for five minutes and only controls the specified number of light engines to maintain steady output from the remaining light engines.

These occupancy sensors includes an integral photocell that can be activated with the FSIR-100 accessory for “dusk-to-dawn” control or daylight harvesting - the factory preset is OFF. The FSIR-100 is a wireless tool utilized for changing the dimming level, time delay, sensitivity and other parameters. A variety of sensor lens are available to optimize the coverage pattern for mounting heights from 8'-40'.

For mounting heights up to 8' (-L08 - Cutoff 8' to 24')**For mounting heights up to 20' (-L20)****For mounting heights up to 40' (-L40)****For mounting heights up to 40' (-L40W)****LumaWatt Pro Wireless Control and Monitoring System (LWR-LW and LWR-LN)**

The Eaton's LumaWatt Pro powered by Enlighted is a connected lighting solution that combines a broad selection of energy-efficient LED luminaires with a powerful integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.

For mounting heights from 8' to 16' (LWR-LW)**For mounting heights from 16' to 40' (LWR-LN)****WaveLinX Wireless Outdoor Lighting Control Module (WOLC-7P-10A)**

The 7-pin wireless outdoor lighting control module enables WaveLinX to control outdoor area, site and flood lighting. WaveLinX controls outdoor lighting using schedules to provide ON, OFF and dimming controls based on astronomic or time schedules based on a 7 day week.

ORDERING INFORMATION

Sample Number: GLEON-AF-04-LED-E1-T4FT-GM-ADJS-800

Product Family ^{1,2}	Light Engine	Number of Light Squares ³	Lamp Type	Voltage	Distribution	Color	Mounting
GLEON=Galleon	AF=1A Drive Current	01=1 02=2 03=3 04=4 05=5 06=6 07=7 08=8 09=9 10=10	LED=Solid State Light Emitting Diodes	E1=120-277V 347=347V ⁴ 480=480V ^{4,5}	T2=Type II T2R=Type II Roadway T3=Type III T3R=Type III Roadway T4FT=Type IV Forward Throw T4W=Type IV Wide 5NQ=Type V Narrow 5MQ=Type V Square Medium 5WQ=Type V Square Wide SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right RW=Rectangular Wide Type I AFL=Automotive Frontline	AP=Grey BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White	ADJA=Adjustable Arm - Direct Pole Mount ⁶ ADJS=Adjustable Arm - Slipfitter ⁶ ADJA-WM=Adjustable Arm - Wall Mount ⁶
Options (Add as Suffix)					Accessories (Order Separately)		
7030=70 CRI 3000K ⁷ 8030=80 CRI 3000K ⁸ 7050=70 CRI 5000K ⁷ 7060=70 CRI 6000K ⁷ 600=Drive Current Factory Set to Nominal 600mA ⁹ 800=Drive Current Factory Set to Nominal 800mA ⁹ 1200=Drive Current Factory Set to Nominal 1200mA ¹⁰ F=Single Fuse (120, 277 or 347V. Must Specify Voltage) FF=Double Fuse (208, 240 or 480V. Must Specify Voltage) 2L=Two Circuits ^{11,12} DIM=External 0-10V Dimming Leads P=Button Type Photocontrol (120, 208, 240 or 277V. Must Specify Voltage) PER7=NEMA 7-PIN Twistlock Photocontrol Receptacle R=NEMA Twistlock Photocontrol Receptacle AHD145=After Hours Dim, 5 Hours ¹³ AHD245=After Hours Dim, 6 Hours ¹³ AHD255=After Hours Dim, 7 Hours ¹³ AHD355=After Hours Dim, 8 Hours ¹³ HA=50°C High Ambient ¹⁴ MS/DIM-L08=Motion Sensor for Dimming Operation, Maximum 8' Mounting Height ^{15,16} MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height ^{15,17} MS/DIM-L40=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height ^{15,18} MS/DIM-L40W=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height (Wide Range) ^{15,19} MS/X-L08=Bi-Level Motion Sensor, Maximum 8' Mounting Height ^{15,16,20} MS/X-L20=Bi-Level Motion Sensor, 9' - 20' Mounting Height ^{15,17,20} MS/X-L40=Bi-Level Motion Sensor, 21' - 40' Mounting Height ^{15,18,20} MS/X-L40W=Bi-Level Motion Sensor, 21' - 40' Mounting Height (Wide Range) ^{15,19,20} MS-L08=Motion Sensor for ON/OFF Operation, Maximum 8' Mounting Height ^{15,16} MS-L20=Motion Sensor for ON/OFF Operation, 9' - 20' Mounting Height ^{15,17} MS-L40=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height ^{15,18} MS-L40W=Motion Sensor for ON/OFF Operation, 21' - 40' Mounting Height (Wide Range) ^{15,19} LWR-LW=LumaWatt Wireless Sensor, Wide Lens for 8' - 16' Mounting Height ²¹ LWR-LN=LumaWatt Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height ²¹ L90=Optics Rotated 90° Left R90=Optics Rotated 90° Right MT=Factory Installed Mesh Top TH=Tool-less Door Hardware LCF=Light Square Trim Plate Painted to Match Housing ²² HSS=Factory Installed House Side Shield ²³					OA/RA1016=NEMA Photocontrol Multi-Tap - 105-285V OA/RA1027=NEMA Photocontrol - 480V OA/RA1201=NEMA Photocontrol - 347V OA/RA1013=Photocontrol Shorting Cap OA/RA1014=120V Photocontrol MA1252=10kV Surge Module Replacement MA1036-XX=Single Tenon Adapter for 2-3/8" O.D. Tenon MA1037-XX=2@180° Tenon Adapter for 2-3/8" O.D. Tenon MA1197-XX=3@120° Tenon Adapter for 2-3/8" O.D. Tenon MA1188-XX=4@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1189-XX=2@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1190-XX=3@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1191-XX=2@120° Tenon Adapter for 2-3/8" O.D. Tenon MA1038-XX=Single Tenon Adapter for 3-1/2" O.D. Tenon MA1039-XX=2@180° Tenon Adapter for 3-1/2" O.D. Tenon MA1192-XX=3@120° Tenon Adapter for 3-1/2" O.D. Tenon MA1193-XX=4@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1194-XX=2@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1195-XX=3@90° Tenon Adapter for 3-1/2" O.D. Tenon FSIR-100=Wireless Configuration Tool for Occupancy Sensor ¹⁵ GLEON-MT1=Field Installed Mesh Top for 1-4 Light Squares GLEON-MT2=Field Installed Mesh Top for 5-6 Light Squares GLEON-MT3=Field Installed Mesh Top for 7-8 Light Squares GLEON-MT4=Field Installed Mesh Top for 9-10 Light Squares LS/HSS=Field Installed House Side Shield ^{23,24} WOLC-7P-10A=WaveLinX Outdoor Control Module (7-pin) ²⁵		

NOTES:

- DesignLights Consortium® Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.
- Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to our white paper WP513001EN for additional support information.
- Standard 4000K CCT and minimum 70 CRI.
- Requires the use of an internal step down transformer when combined with sensor options. Not available with sensor at 1200mA. Not available in combination with the HA high ambient and sensor options at 1A.
- Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
- Vibration and IP ratings maintained up to 60° from horizontal.
- Extended lead times apply. Use dedicated IES files for 3000K, 5000K and 6000K when performing layouts. These files are published on the Galleon LED Flood product page on the website.
- Extended lead times apply. Use dedicated IES files for 3000K, 5000K and 6000K when performing layouts. These files are published on the Galleon LED Flood product page on the website.
- 1 Amp standard. Use dedicated IES files for 600mA, 800mA and 1200mA when performing layouts. These files are published on the Galleon LED Flood product page on the website.
- Not available with HA option.
- 2L is not available with MS, MS/X or MS/DIM at 347V or 480V. 2L in AF-02 through AF-04 requires a larger housing, normally used for AF-05 or AF-06. Extended arm option may be required when mounting two or more fixtures per pole at 90° or 120°. Refer to arm mounting requirement table.
- Not available with LumaWatt wireless sensors.
- Requires the use of P photocontrol or the PER7 or R photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
- 50°C lumen maintenance data applies to 600mA, 800mA and 1A drive currents.
- The FSIR-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
- Approximately 22' detection diameter at 8' mounting height.
- Approximately 40' detection diameter at 20' mounting height.
- Approximately 60' detection diameter at 40' mounting height.
- Approximately 100' detection diameter at 40' mounting height.
- Replace X with number of Light Squares operating in low output mode.
- LumaWatt wireless sensors are factory installed only requiring network components RF-EM-1, RF-GW-1 and RF-ROUT-1 in appropriate quantities. See www.eaton.com/lighting for LumaWatt application information.
- Not available with house side shield (HSS).
- Only for use with SL2, SL3, SL4 and AFL distributions. The Light Square trim plate is painted black when the HSS option is selected.
- One required for each Light Square.
- Requires 7-pin NEMA twistlock photocontrol receptacle.

DESCRIPTION

The Prevail LED area, site luminaire combines optical performance, energy efficiency and long term reliability in an advanced, patent pending modern design. Utilizing the latest LED technology, the Prevail luminaire delivers unparalleled uniformity resulting in greater pole spacing. A versatile mount standard arm facilitates ease of installation for both retrofit and new installations. With energy savings greater than 62%, the Prevail fixture replaces 150-450W metal halide fixtures in general area lighting applications such as parking lots, walkways, roadways and building areas.

SPECIFICATION FEATURES

Construction

Construction is comprised of a heavy-duty, single-piece die-cast aluminum housing. The LED drivers are mounted in direct contact with the casting to promote low operating temperature and long life. The die-cast aluminum door is tethered to provide easy access to the driver if replacement is required. A one-piece silicone gasket seals the door to the fixture housing. The optics is mounted on a versatile, aluminum plate that dissipates heat from the LEDs resulting in longer life of the fixture. The fixture is IP66 and 3G vibration rated (ANSI C136.31) to insure strength of construction and longevity in the selected application.

Optics

Precision molded, high efficiency optics are precisely designed to shape the distribution, maximizing efficiency and application spacing. Available in Type II, III, IV and V distributions with lumen packages ranging from 6,100 to 18,900 nominal lumens. Light engine configurations consist of 1 or 2 high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L92/60,000 hours at 25°C) per IESNA TM-21. For the ultimate level of spill light control, an optional house side shield accessory can be field or factory installed.

Electrical

LED drivers are mounted to the fixture for optimal heat sinking and ease of maintenance. Thermal management incorporates both conduction and convection to transfer heat rapidly away from the LED source for optimal efficiency and light output. Class 1 electronic drivers have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Available in 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. 10kV/10 kA surge protection standard. 0-10V dimming driver is standard with leads external to the fixture. Suitable for ambient temperatures from -40°C to 40°C. Optional 50°C HA (high ambient) available. Standard NEMA 3-PIN twistlock photocontrol receptacle and NEMA 7-PIN twistlock photocontrol receptacles are available as options.

Mounting

Standard pole mount arm is bolted directly to the pole and the fixture slides onto the arm and locks in place with a bolt facilitating quick and easy installation. The versatile, patented, standard mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the standard mounting arm enables wiring of the fixture without having to access the driver compartment. A knock-out on the standard mounting arm enables round pole mounting. Wall mount and mast arm mounting options are available. Mast arm adapter fits 2-3/8" O.D. tenon.

Finish

Housing and cast parts finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard color is bronze. Additional colors available in white, grey, black, dark platinum and graphite metallic.

Warranty

Five-year warranty.



PRV PREVA

AREA / SITE / ROADWAY
LUMINAIRE



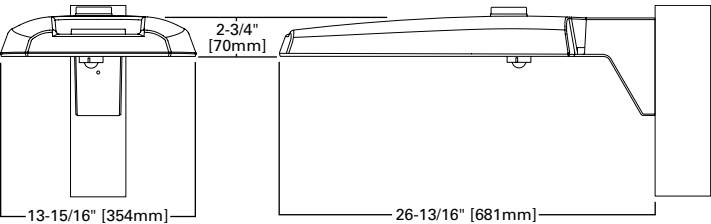
CERTIFICATION DATA
UL and cUL Wet Location Listed
IP66-Rated
3G Vibration Rated
ISO 9001
DesignLights Consortium® Qualified*

ENERGY DATA
Electronic LED Driver
0.9 Power Factor
<20% Total Harmonic Distortion
120-277V/50 and 60Hz,
347V/60Hz, 480V/60Hz
-40°C Minimum Temperature Rating
+40°C Ambient Temperature Rating

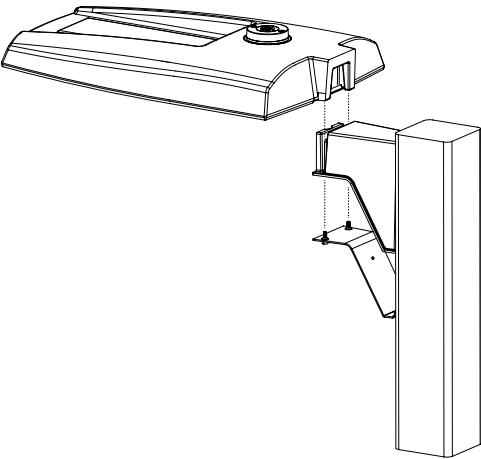
EPA
Effective Projected Area (Sq. Ft.): 0.7

SHIPPING DATA
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20 lbs. (9.09 kgs.)

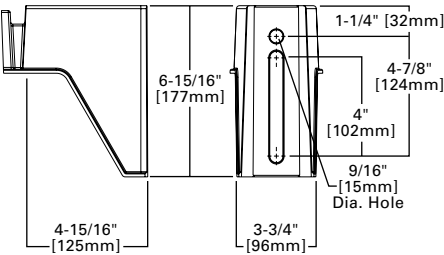
DIMENSIONS



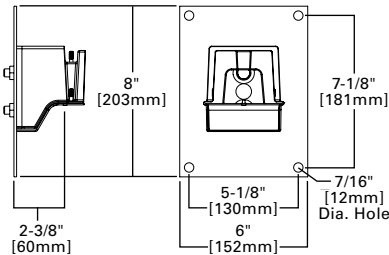
VERSATILE MOUNT SYSTEM



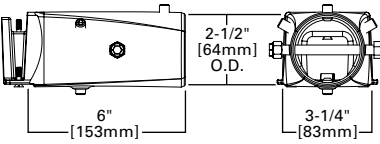
POLE MOUNT ARM



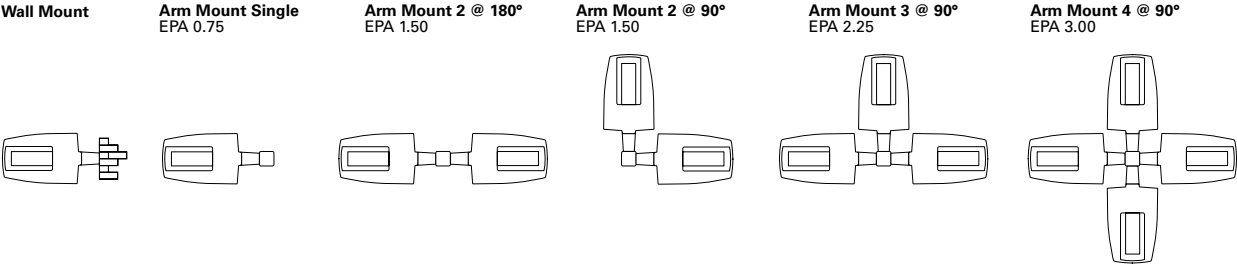
WALL MOUNT



MAST ARM MOUNT

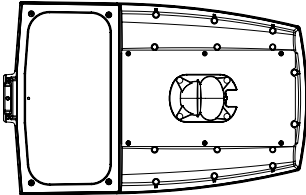


MOUNTING CONFIGURATIONS AND EPAS

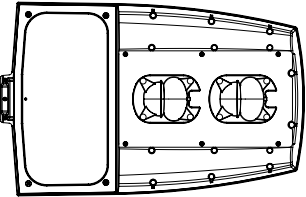


OPTICAL CONFIGURATIONS

A15 (6,100 Nominal Lumens)



A25/A40/A60 (10,200/15,100/18,900 Nominal Lumens)



POWER AND LUMENS

Light Engine		A15	A25	A40	A60
Nominal Power (Watts)		57W	87W	143W	163W
Input Current @ 120V (A)		0.49	0.76	1.23	1.34
Input Current @ 277V (A)		0.22	0.35	0.54	0.60
Input Current @ 347V (A)		0.18	0.28	0.45	0.49
Input Current @ 480V (A)		0.13	0.21	0.33	0.35
Type II	Lumens	6,139	10,204	15,073	18,830
	BUG Rating	B1-U0-G1	B2-U0-G2	B3-U0-G3	B3-U0-G3
Type III	Lumens	6,192	10,292	15,203	18,992
	BUG Rating	B1-U0-G2	B2-U0-G3	B2-U0-G3	B3-U0-G4
Type IV	Lumens	6,173	10,261	15,157	18,935
	BUG Rating	B1-U0-G3	B2-U0-G3	B2-U0-G4	B2-U0-G5
Type V	Lumens	6,393	10,627	15,697	19,610
	BUG Rating	B3-U0-G3	B4-U0-G3	B4-U0-G4	B5-U0-G4

NOTE: Lumen output for standard bronze fixture color. Different housing colors impact lumen output. IES files for the non-standard colors are available upon request.

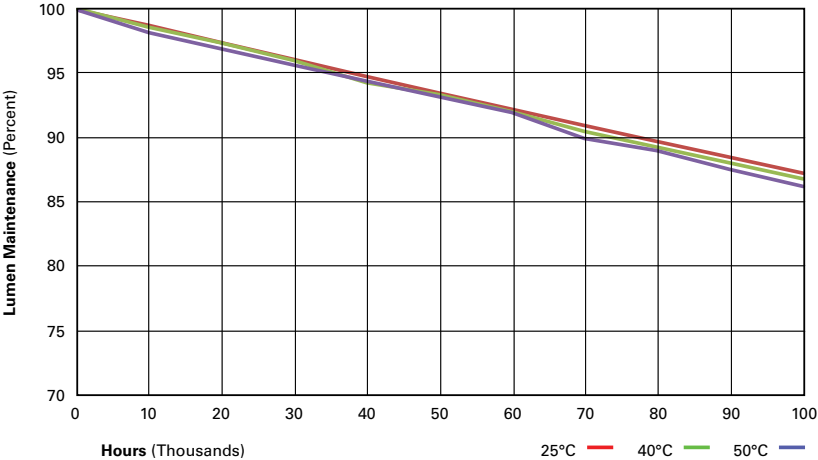
LUMEN MAINTENANCE

Ambient Temperature	25,000 Hours*	50,000 Hours*	60,000 Hours*	Theoretical 100,000 Hours	Theoretical L70 (Hours)*
25°C	> 96%	> 93%	> 92%	> 87%	> 260,000
40°C	> 96%	> 93%	> 92%	> 87%	> 255,000
50°C	> 95%	> 92%	> 91%	> 86%	> 250,000

* Per IESNA TM-21 data.

LUMEN MULTIPLIER

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99



CONTROL OPTIONS

0-10V (D)

This fixture is offered standard with 0-10V dimming driver(s). The dimming option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

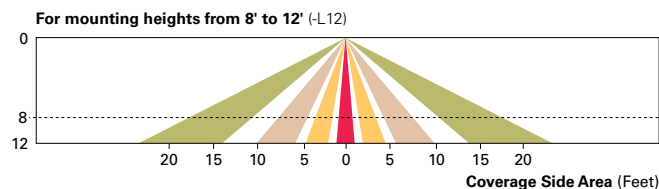
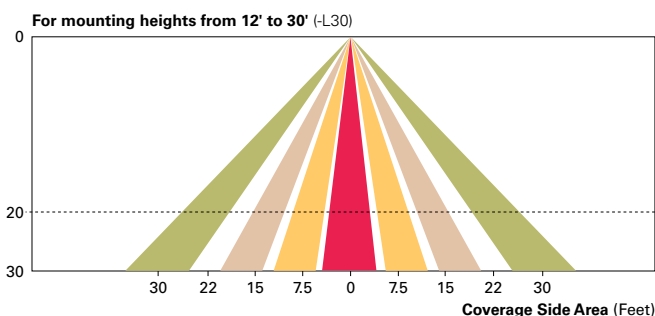
Photocontrol (PER and PER7)

Photocontrol receptacles (PER and PER7) provide a flexible solution to enable “dusk-to-dawn” lighting by sensing light levels. Advanced control systems compatible with NEMA 7-pin standards can be utilized with the PER7 receptacle.

Dimming Occupancy Sensor (MSP/DIM-LXX, MSP/X-LXX and MSP-LXX)

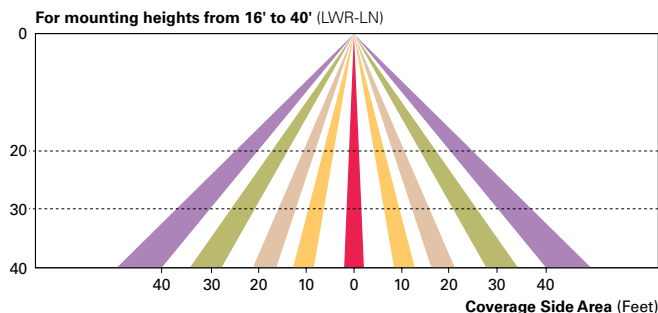
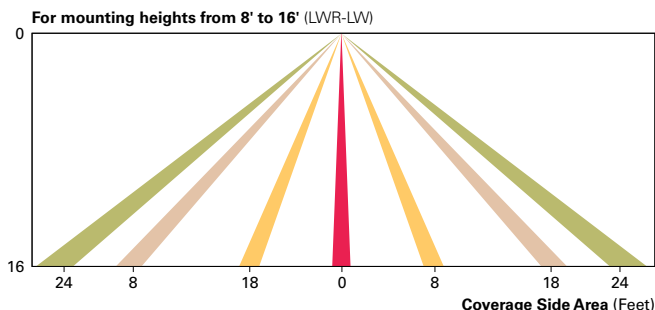
These sensors are factory installed in the luminaire housing. When the MSP/DIM-LXX sensor option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MSP/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes. The MSP-LXX sensor is factory preset to turn the luminaire off after five minutes of no activity.

These occupancy sensors includes an integral photocell that can be activated with the ISHH-01 accessory for “dusk-to-dawn” control or daylight harvesting -- the factory preset is OFF. The ISHH-01 is a wireless tool utilized for changing the dimming level, time delay, sensitivity and other parameters. A variety of sensor lens are available to optimize the coverage pattern for mounting heights from 8'-30'.



LumaWatt Pro Wireless Control and Monitoring System (LWR-LW and LWR-LN)

The Eaton's LumaWatt Pro powered by Enlighted is a connected lighting solution that combines a broad selection of energy-efficient LED luminaires with a powerful integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular data into information through energy dashboards and specialized apps that make it simple and help optimize the use of building resources, beyond lighting.



WaveLinx Wireless Outdoor Lighting Control Module (WOLC-7P-10A)

The 7-pin wireless outdoor lighting control module enables WaveLinx to control outdoor area, site and flood lighting. WaveLinx controls outdoor lighting using schedules to provide ON, OFF and dimming controls based on astronomic or time schedules based on a 7 day week.

ORDERING INFORMATION

Sample Number: PRV-A25-D-UNV-T3-SA-BZ

Product Family ^{1,2}	Light Engine ³	Driver ⁴	Voltage	Distribution	Mounting	Color ⁶
PRV=Prevail	A15=(1 LED) 6,100 Nominal Lumens A25=(2 LEDs) 10,200 Nominal Lumens A40=(2 LEDs) 15,100 Nominal Lumens A60=(2 LEDs) 18,900 Nominal Lumens	D=Dimming (0-10V)	UNV=Universal (120-277V) 347=347V 480=480V ⁵	T2=Type II T3=Type III T4=Type IV T5=Type V	SA=Standard Versatile Arm MA=Mast Arm WM=Wall Mount Arm	AP=Grey BZ=Bronze (Standard) BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White
Options (Add as Suffix)				Accessories (Order Separately) ¹²		
7030 =70 CRI / 3000K CCT ⁷ 7050 =70 CRI / 5000K CCT ⁷ 10K =10kV/10kA UL 1449 Fused Surge Protective Device LWR-LW =LumaWatt Pro Wireless Sensor, Wide Lens for 8' - 16' Mounting Height ^{8, 9, 10} LWR-LN =LumaWatt Pro Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height ^{8, 9, 10} MSP/DIM-L12 =Integrated Sensor for Dimming Operation, 8' - 12' Mounting Height MSP/DIM-L30 =Integrated Sensor for Dimming Operation, 12' - 30' Mounting Height MSP-L12 =Integrated Sensor for ON/OFF Operation, 8' - 12' Mounting Height MSP-L30 =Integrated Sensor for ON/OFF Operation, 12' - 30' Mounting Height PER =NEMA 3-PIN Twistlock Photocontrol Receptacle ¹¹ PER7 =NEMA 7-PIN Twistlock Photocontrol Receptacle ¹¹ HSS =House Side Shield HA =50°C High Ambient Temperature L90 =Optics Rotated 90° Left R90 =Optics Rotated 90° Right				PRVWM-XX =Wall Mount Kit PRVMA-XX =Mast Arm Mounting Kit PRVSA-XX =Standard Arm Mounting Kit HS/VERD =House Side Shield MA1010-XX =Single Tenon Adapter for 3-1/2" O.D. Tenon MA1011-XX =2@180° Tenon Adapter for 3-1/2" O.D. Tenon MA1012-XX =3@120° Tenon Adapter for 3-1/2" O.D. Tenon MA1013-XX =4@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1014-XX =2@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1015-XX =2@120° Tenon Adapter for 3-1/2" O.D. Tenon MA1016-XX =3@90° Tenon Adapter for 3-1/2" O.D. Tenon MA1017-XX =Single Tenon Adapter for 2-3/8" O.D. Tenon MA1018-XX =2@180° Tenon Adapter for 2-3/8" O.D. Tenon MA1019-XX =3@120° Tenon Adapter for 2-3/8" O.D. Tenon MA1045-XX =4@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1048-XX =2@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1049-XX =3@90° Tenon Adapter for 2-3/8" O.D. Tenon MA1191-XX =2@120° Tenon Adapter for 2-3/8" O.D. Tenon OA/RA1013 =Photocontrol Shorting Cap OA/RA1014 =NEMA Photocontrol - 120V OA/RA1016 =NEMA Photocontrol - Multi-Tap 105-285V OA/RA1027 =NEMA Photocontrol - 480V OA/RA1201 =NEMA Photocontrol - 347V ISHH-01 =Integrated Sensor Programming Remote WOLC-7P-10A =WaveLinX Outdoor Control Module (7-pin) ¹³		

NOTES:

- Customer is responsible for engineering analysis to confirm pole and fixture compatibility for all applications. Refer to installation instructions IB500002EN and pole white paper WVP513001EN for additional support information.
- DesignLights Consortium® Qualified and classified for DLC Standard, refer to www.designlights.org for details.
- Standard 4000K CCT and 70 CRI.
- Consult factory for driver surge protection values.
- Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
- Different housing colors impact lumen output. IES files for the non-standard colors are available upon request.
- Extended lead times apply. Use dedicated IES files for 3000K and 5000K when performing layouts. These files are published on the Prevail luminaire product page on the website.
- LumaWatt Pro wireless sensors are factory installed and require network components LWP-EM-1, LWP-GW-1, and LWP-PoE8 in appropriate quantities. See website for LumaWatt Pro application information.
- LumaWatt Pro wireless system is not available with photocontrol receptacle (Not needed).
- Not available in conjunction with A60 lumen package at HA (High Ambient).
- Not available with MSP or LWR options.
- Replace XX with paint color.
- Requires 7-pin NEMA twistlock photocontrol receptacle.

STOCK ORDERING INFORMATION

Stock Sample Number: PRVS-A25-UNV-T3

Product Family	Light Engine	Voltage	Distribution	Options (Add as Suffix)
PRVS=Prevail	A15=(1 LED) 6,100 Nominal Lumens A25=(2 LEDs) 10,200 Nominal Lumens A40=(2 LEDs) 15,100 Nominal Lumens A60=(2 LEDs) 18,900 Nominal Lumens	UNV=Universal (120-277V) 347=347V	T3=Type III T4=Type IV	MSP/DIM-L30=Integrated Sensor for Dimming Operation, Maximum 30' Mounting Height

NOTE: Bronze only, 4000K CCT, 120-277V, 347V, standard mounting arm, standard non-fused 10kV MOV and 0-10V dimming.



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
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www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION #18-037 TEXT AMENDMENTS TO CHAPTER 515 RIGHT-OF-WAY USAGE CODE AND CHAPTER 405 THE CITY'S ZONING ORDINANCE FOR THE DEPLOYMENT OF SMALL WIRELESS FACILITIES

FOR THE MEETING OF: Monday, November 19, 2018

LOCATION: City-wide

REQUEST: Jason Jaggi, Director of Community Development, on behalf of the City of Creve Coeur, has submitted for a text amendment to the Zoning Ordinance, Chapter 405, and Right-of-Way Usage Code to address recent changes to Missouri state law for the deployment of small wireless facilities in the City and to ensure that wireless radio-based communication services and networks are available throughout the City to be consistent with state and federal law.

Key Issues:

- Are the changes consistent with the purposes of the Zoning Code?
- Are the changes consistent with the purposes of the Comprehensive Plan?

Creve Coeur Comp. Plan References

- NA

Zoning Code References

- Sections 405.390, 460, 470, 1070, 1080

APPLICANT: Jason W. Jaggi, AICP
Director of Community Development
City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, MO 63141

REPORT PREPARED BY:

Jason W. Jaggi, AICP, Director of Community Development

ATTACHMENTS: Draft Ordinance, License Agreement, Checklist and Application

BACKGROUND

Chapter 515 of the City's Code of Ordinances establishes provisions regarding right-of-way usage. In response to recent changes to the state statutes, staff is recommending that the City's ordinances pertaining to small wireless facilities be updated to reflect these changes. This amendment is requested for review by the Planning and Zoning Commission because these changes in part affect zoning.

SUMMARY OF PROPOSED AMENDMENTS

Section 1 of the proposed ordinance creates a new section within Chapter 515 of the City's Right-of-Way usage code. The proposed Section 515.130 will be known as the Small Wireless Facility Deployment Code and is intended to encourage and streamline the deployment of small wireless facilities in the City.

The sections below highlight the various components of the ordinance.

Section B: Definitions

This ordinance contains several terms which are associated with wireless telecommunication nomenclature. Of note is the definition of a Small Wireless Facility which provides maximum size limits for equipment such as an enclosure of 6 cubic feet in volume for the antenna and twenty cubic feet for the cumulative of all other equipment, whether ground or pole mounted.

Section C: Small Wireless Facilities and Poles in Right-of-Way

This section of the ordinance applies only to small wireless facilities and puts forth the specific allowances for these facilities within the right-of-way. The key provisions are as follows:

- **Allows wireless provider to collocate small wireless facilities within the ROW as a permitted use without zoning review. The exception is small wireless facilities that are proposed within single family zoned districts or historic districts where the requirement for undergrounding remains applicable to the extent feasible. Nonetheless, if determined to be functionally incompatible, the may be installed above ground in the least conspicuous location as possible as determined by the Director of Community Development.**
- **Small wireless facilities located outside of the ROW and not within residential zoning districts are classified as permitted uses and are allowed without zoning review.**
- **Requires a ROW permit prior to installation and limits the height of new or replacement poles to 10 feet greater than the tallest existing pole located within 500 feet or fifty feet above ground level within the same ROW. New wireless facilities cannot extend more than ten feet above an existing utility pole. Any proposed new pole in excess of height limits would be subject to zoning regulations.**
- **A decorative pole can be replaced by a wireless provider as long as the design is reasonably maintained as determined by the Director of Community Development.**
- **Enacts special requirements to maintain aesthetics in a historic district.**

Section D: Permitting

Wireless providers must receive a permit from the City prior to installation of any facility. The permit requirements include that the City must determine within 15 days of receipt that the

application is complete. If incomplete, the City must identify the items that are missing, in writing. The City must process complete applications within 45 days of receipt of a complete application and is deemed to be approved if the City does not approve or deny the application within 60 days. The City generally may disapprove an application if there are safety concerns including vehicular and pedestrian travel. The applicant may submit a consolidated application for multiple locations with the ability to approve some of the proposed installations and deny others that do not meet the requirements. Installation must be completed within a year and the installations are valid for up to ten years which can be renewed for an equivalent period of time.

A permit is not required under the following circumstances:

- Maintenance work is being performed on previously permitted small wireless facilities
- The replacement of wireless facilities that are the same size or smaller
- Micro wireless facilities that are attached to existing wires between poles.
- If different equipment is used, the provider must submit information on the new equipment to the City for record keeping purposes.

Sections E - K: Collocations, Rates & Fees, Insurance Requirements

The code allows the collocation of small wireless facilities on City poles outside and inside the ROW through the execution of a non-exclusive agreement between the provider and the City. The fee is \$100 per small wireless facility and \$500 per pole installed, replaced or modified.

Section H. Preserves zoning authority to extent allowed.

The provider must be bonded and insured for facilities and contractors working within the ROW in accordance with the requirements provided in the ordinance.

The application and permit fees are as follows:

- Permit for small wireless pole attachment: \$100.00
- Annual rental for attachment to City pole: \$150.00
- Permit for new pole (includes attachment): \$500.00

Section 4 of the proposed ordinance makes changes to various footnotes in the zoning code that concern time limitations on consideration of telecommunications applications.

ACTION AND MOTION

If the members of the Planning and Zoning Commission are satisfied that the proposed amendments are justified and appropriately worded, the following is an example of an appropriate motion for this application:

“I move to recommend approval of the draft text amendment ordinance attached to the November 12, 2018 staff report on Application #18-037 for amendments to the Zoning Code and Right-of Way usage code regarding small wireless facilities and related matters.” (Conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

DRAFT 10-1-2018

AN ORDINANCE REVISING CHAPTER 515 OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR REGARDING RIGHT-OF-WAY USAGE AND SMALL WIRELESS FACILITIES.

WHEREAS, Chapter 515 of the City Code of Ordinances establishes provisions regarding right-of-way usage, and

WHEREAS, Staff has applied for changes to the Code because the Missouri Legislature has enacted changes in related statutes (HB 1991 (2018)), and

WHEREAS, because these changes in part affect zoning, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on _____, 2018 beginning at 6:30 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and by a vote of _____ recommended approval of these changes at its meeting on _____, 2018; and

WHEREAS, notice of said public hearing had previously been published at least 15 days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, all persons who presented themselves desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest; and

WHEREAS, the City Council has determined that the Code should be revised consistent with such changes in state law,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AS FOLLOWS:

Attachment: Draft Ordinance (Small Wireless Facilities Text Amendment)

SECTION 1. Section 515.130, Small Wireless Facility Deployment, is hereby enacted, to read as follows:

A. Title and Intent.¹ This Section shall be known and may be cited as the "Small Wireless Facility Deployment Code", and it is intended to encourage and streamline the deployment of small wireless facilities in the City and to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the City, consistent with state and federal law including sections 67.5110 to 67.5121 RSMo (while in effect) and sections 67.1830 to 67.1846 RSMo. The provisions of other sections of Chapter 515 shall apply to small wireless deployments except to the extent inconsistent with this Section 515.130.

B. Definitions.² As used in this Section, the following terms shall mean:

- (1) "Antenna", communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services;
- (2) "Applicable codes", uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or the City's amendments to such codes enacted to prevent physical property damage or reasonably foreseeable injury to persons to the extent not inconsistent with sections 67.5110 to 67.5121 RSMo (while in effect);
- (3) "Applicant", any person who submits an application and is a wireless provider;
- (4) "Application", a request submitted by an applicant to the City for a permit to collocate small wireless facilities on a utility pole or wireless support structure, or to approve the installation, modification, or replacement of a utility pole;
- (5) "Authority" or "City", the City of Creve Coeur;
- (6) "Authority pole", a utility pole owned, managed, or operated by or on behalf of the City, but such term shall not include municipal electric utility distribution poles;
- (7) "Authority wireless support structure", a wireless support structure owned, managed, or operated by or on behalf of the City;
- (8) "Collocate" or "collocation", to install, mount, maintain, modify, operate, or replace small wireless facilities on or immediately adjacent to a wireless support structure or utility pole, provided that the small wireless facility antenna is located on the wireless support structure or utility pole;

¹ See 67.5110 RSMo.

² See 67. 5111 RSMo. See also 47 CFR 1.6002.

- (9) "Communications facility", the set of equipment and network components, including wires, cables, and associated facilities used by a cable operator, as defined in 47 U.S.C. Section 522(5); a telecommunications carrier, as defined in 47 U.S.C. Section 153(51); a provider of information service, as defined in 47 U.S.C. Section 153(24); or a wireless services provider; to provide communications services, including cable service, as SS SCS HCS HB 1991 7 defined in 47 U.S.C. Section 522(6); telecommunications service, as defined in 47 U.S.C. Section 153(53); an information service, as defined in 47 U.S.C. Section 153(24); wireless communications service; or other one-way or two-way communications service;
- (10) "Communications service provider", a cable operator, as defined in 47 U.S.C. Section 522(5); a provider of information service, as defined in 47 U.S.C. Section 153(24); a telecommunications carrier, as defined in 47 U.S.C. Section 153(51); or a wireless provider;
- (11) "Decorative pole", a City pole that is specially designed and placed for aesthetic purposes;
- (12) "Fee", a one-time, nonrecurring charge;
- (13) "Historic district", a group of buildings, properties, or sites that are either listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C, or are otherwise located in a district made subject to special design standards adopted by City ordinance or under state law as of January 1, 2018, or subsequently enacted for new developments;
- (14) "Micro wireless facility", a small wireless facility that meets the following qualifications:
- (a) Is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height; and
 - (b) Any exterior antenna no longer than eleven inches;
- (15) "Permit", a written authorization required by the City to perform an action or initiate, continue, or complete a project;
- (16) "Person", an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including any government authority;
- (17) "Rate", a recurring charge;
- (18) "Right-of-way", the area on, below, or above a public roadway, highway, street, sidewalk, alley, or similar property used for public travel, but not including a federal interstate highway, railroad right-of-way, or private easement;
- (19) "Small wireless facility", a wireless facility that meets both of the following qualifications:

(a) Each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and

(b) All other equipment associated with the wireless facility, whether ground or pole-mounted, is cumulatively no more than twenty-eight cubic feet in volume, provided that no single piece of equipment on the utility pole shall exceed nine cubic feet in volume; and no single piece of ground mounted equipment shall exceed fifteen cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the small wireless facility.

The following types of associated ancillary equipment shall not be included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs and related conduit for the connection of power and other services;

(20) "Technically feasible", by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility or its design or site location can be implemented without a reduction in the functionality of the small wireless facility;

(21) "Utility pole", a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for the collocation of small wireless facilities; provided, however, such term shall not include wireless support structures, electric transmission structures, or breakaway poles owned by the state highways and transportation commission;

(22) "Wireless facility", equipment at a fixed location that enables wireless communications between user equipment and a communications network, including equipment associated with wireless communications and radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include:

(a) The structure or improvements on, under, or within which the equipment is collocated;

(b) Coaxial or fiber-optic cable between wireless support structures or utility poles;

(c) Coaxial or fiber-optic cable not directly associated with a particular small wireless facility;

(d) A wireline backhaul facility;

(23) "Wireless infrastructure provider", any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment or wireless facilities but that is not a wireless services provider;

(24) "Wireless provider", a wireless infrastructure provider or a wireless services provider;

(25) "Wireless services", any services using licensed or unlicensed spectrum, including the use of wifi, whether at a fixed location or mobile, provided to the public using wireless facilities;

(26) "Wireless services provider", a person who provides wireless services;

(27) "Wireless support structure", an existing structure, such as a monopole or tower, whether guyed or self-supporting, designed to support or capable of supporting wireless facilities; an existing or proposed billboard; an existing or proposed building; or other existing or proposed structure capable of supporting wireless facilities, other than a structure designed solely for the collocation of small wireless facilities. Such term shall not include a utility pole;

(28) "Wireline backhaul facility", a physical transmission path, all or part of which is within the right-of-way, used for the transport of communication data by wire from a wireless facility to a network.

C. Deployment of Small Wireless Facilities and Associated Poles in Right-of-Way.³

1. The provisions of this subsection shall only apply to activities of a wireless provider within the right-of-way to deploy small wireless facilities and associated utility poles.

2. Subject to the provisions of this subsection and sections 67.5110 to 67.5121 RSMo (while in effect), a wireless provider may, as a permitted use not subject to zoning review or approval, collocate small wireless facilities and install, maintain, modify, operate,

and replace utility poles along, across, upon, and under the right-of-way, except that the placement in the right-of-way of new or modified utility poles in single-family residential zoning districts or areas zoned as historic as of August 28, 2018, shall remain subject to any applicable zoning requirements that are consistent with sections 67.5090 to 67.5103 RSMo., **including but not limited to requirements for underground utilities as set forth in Chapters 405 and 515.** In order to maximize compliance with pre-established requirements for placement of utility facilities underground, to the extent that components of small wireless facilities functionally cannot be placed underground in accordance with such requirements they shall instead be installed in the least conspicuous location as reasonably possible under the circumstances as determined by the **Director of Community Development**. Small wireless facilities collocated outside the right-of-way in property not zoned primarily for single-family residential use shall be classified as permitted uses and not subject to zoning review or approval. Such small wireless facilities and utility poles shall be installed and maintained as not to obstruct or hinder the usual travel or public safety on such right-of-way or obstruct the legal use of such right-of-way by the City, other governmental authorities or other authorized right-of-way users.

3. A wireless provider must obtain a permit pursuant to this **Chapter 515** with such reasonable conditions as may be imposed by the City, for work in a right-of-way that will

³ See 67.5112 RSMo

involve excavation, affect traffic patterns, obstruct traffic in the right-of-way, or materially impede the use of a sidewalk.

4. Each new, replacement, or modified utility pole installed in the right-of-way shall not exceed the greater of ten feet in height above the tallest existing utility pole in place as of January 1, 2019 located within five hundred feet of the new pole in the same right-of-way, or fifty feet above ground level. New small wireless facilities in the right-of-way shall not extend more than ten feet above an existing utility pole in place as of August 28, 2018, or for small wireless facilities on a new utility pole, above the height permitted for a new utility pole. A new, modified, or replacement utility pole that exceeds these height limits shall be subject to all applicable zoning requirements that apply to other utility poles, including as set forth in **Chapters 405 and 515**, to the extent consistent with sections 67.5090 to 67.5103 RSMo.

5. A wireless provider shall be permitted to replace decorative poles when necessary to collocate a small wireless facility, but any replacement pole shall reasonably conform to the design aesthetics of the decorative pole or poles being replaced, as determined by the **Director of Community Development**.

6. Subject to subsection D.4 below, and except for facilities excluded from evaluation for effects on historic properties under 47 C.F.R. Section 1.1307(a)(4) of the Federal Communications Commission rules, a wireless provider must use appropriate and reasonable, technically feasible, nondiscriminatory, and technologically neutral design or concealment measures in a historic district, as determined by the **Director of Community Development**. Any such design or concealment measures shall not have the effect of prohibiting any provider's technology, nor shall any such measures be considered a part of the small wireless facility for purposes of the size restrictions in the definition of small wireless facility.

7. Small wireless facility collocations shall not interfere with or impair the operation of existing utility facilities, or City or third-party attachments. A wireless provider shall repair all damage to the right-of-way directly caused by the activities of the wireless provider in the right-of-way and shall return the right-of-way to its functional equivalence before the damage under the competitively neutral, reasonable requirements and specifications of the City.

If the wireless provider fails to make the repairs required by the City within a reasonable time after written notice, the City may make those repairs and charge the wireless provider the reasonable, documented cost of such repairs.

D. Permits for Poles in Right of Way and Wireless Facilities in All Locations.⁴

1. The provisions of this subsection shall apply to the permitting of small wireless facilities to be installed by or for a wireless provider in or outside the right-of-way and to the permitting of the installation, modification, and replacement of utility poles by a wireless provider inside the right-of-way.

⁴ See 67.5113 RSMo

2. Wireless providers or their agents shall apply for and obtain a permit pursuant to **Section 515.C and this Section** to collocate a small wireless facility or install a new, modified, or replacement utility pole associated with a small wireless facility as provided in subsection C above.

The City shall receive applications for, process, and issue such permits subject to the following requirements:

- (1) An applicant shall not be required to perform services or provide goods unrelated to the permit, such as in-kind contributions to the City, including reserving fiber, conduit, or pole space for the City;
- (2) An applicant shall not be required to provide more information to obtain a permit than communications service providers that are not wireless providers, provided that an applicant shall include construction and engineering drawings and information demonstrating compliance with the criteria in subdivision (9) of this subsection and an attestation that the small wireless facility complies with the volumetric limitations in subdivision (19) of subsection B above;
- (3) An applicant shall not be required to place small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole;
- (4) There is no limit as to the placement of small wireless facilities by minimum horizontal separation distances;
- 5) An applicant shall comply with reasonable, objective, and cost-effective concealment or safety requirements as provided herein;
- (6) An applicant that is not a wireless services provider shall provide evidence of agreements or plans demonstrating that the small wireless facilities will be operational for use by a wireless services provider within one year after the permit issuance date, unless the City and the applicant agree to extend this period or if delay is caused by lack of commercial power or communications transport facilities to the site and the applicant notifies the City thereof. An applicant that is a wireless services provider shall provide the information required by this subdivision by attestation;
- (7) Within fifteen (15) days of receiving an application, the City shall determine and notify the applicant in writing whether the application is complete. If an application is incomplete, the City shall specifically identify the missing information in writing. The processing deadline in subdivision (8) of this subsection shall be tolled from the time the City sends the notice of incompleteness to the time the applicant provides the missing information. That processing deadline may also be tolled by agreement of the applicant and the City;
- (8) An application for collocation shall be processed on a nondiscriminatory basis and deemed

approved if the City fails to approve or deny the application within forty-five (45) days of receipt of the application. An application for installation of a new, modified, or replacement utility pole associated with a small wireless facility shall be processed on a nondiscriminatory basis and deemed approved if the City fails to approve or deny the application within sixty (60) days of receipt of the application;

(9) The City may deny a proposed collocation of a small wireless facility or installation, modification, or replacement of a utility pole that meets the requirements in subdivision 3 of subsection C above only if the action proposed in the application could reasonably be expected to:

(a) Materially interfere with the safe operation of traffic control equipment or City-owned communications equipment;

(b) Materially interfere with sight lines or clear zones for transportation, pedestrians, or nonmotorized vehicles;

(c) Materially interfere with compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101 to 12213, or similar federal or state standards regarding pedestrian access or movement;

(d) Materially obstruct or hinder the usual travel or public safety on the right-of-way;

(e) Materially obstruct the legal use of the right-of-way by the City, a utility, or other third party;

(f) Fail to comply with reasonable and nondiscriminatory spacing requirements of general application adopted by ordinance or regulations promulgated by the state highways and transportation commission that concern the location of ground mounted equipment and new utility poles, subject to wireless provider requests for exception or variance;

(g) Fail to comply with applicable codes, including nationally recognized engineering standards for utility poles or wireless support structures;

(h) Fail to comply with the reasonably objective and documented aesthetics of a decorative pole and the applicant does not agree to pay to match the applicable decorative elements; or

(i) Fail to comply with reasonable and nondiscriminatory undergrounding requirements contained in City ordinances as of January 1, 2018, or subsequently enacted for new developments, that require all new utility facilities in the area to be placed underground and prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval, including by wireless provider requests for exception or variance;

(10) The City shall document the complete basis for a denial in writing, and send the documentation to the applicant with the communication denying an application. The

applicant may cure the deficiencies identified by the City and resubmit the application within thirty (30) days of the denial without paying an additional application fee. The City shall approve or deny the revised application within thirty (30) days. Any subsequent review shall be limited to the deficiencies cited in the denial;

(11) (a) An applicant may file a consolidated application and receive a single permit for the collocation of multiple small wireless facilities; provided, however, the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same batch; and

(b) An application may include up to twenty separate small wireless facilities, provided that they are for the same or materially same design of small wireless facility being collocated on the same or materially the same type of utility pole or wireless support structure, and geographically proximate. If the City receives individual applications for approval of more than fifty small wireless facilities or consolidated applications for approval of more than seventy-five small wireless facilities within a fourteen (14) day period, whether from a single applicant or multiple applicants, the City may, upon its own request, obtain an automatic thirty (30) day extension for any additional collocation or replacement or installation application submitted during that fourteen(14)-day period or in the fourteen(14)-day period immediately following the prior fourteen (14) day period. The City shall promptly communicate its request to each affected applicant. In rendering a decision on an application for multiple small wireless facilities, the City may approve the application as to certain individual small wireless facilities while denying it as to others based on applicable requirements and standards, including those identified in this subsection. The City's denial of any individual small wireless facility or subset of small wireless facilities within an application shall not be a basis to deny the application as a whole; **notwithstanding the foregoing, the FCC "shot clock" review periods set forth in 47 CFR 1.6003 shall not be exceeded regardless of the number of "batched" applications.**

(12) Installation or collocation for which a permit is granted under this subsection shall be completed within one year after the permit issuance date unless the City and the applicant agree to extend this period, or the applicant notifies the City that the delay is caused by a lack of commercial power or communications transport facilities to the site.

(13) Approval of an application authorizes the applicant to:

(a) Undertake the installation or collocation; and

(b) Operate and maintain the small wireless facilities and any associated utility pole covered by the permit for a period of ten years, which shall be renewed for equivalent durations so long as the facilities and poles remain in compliance with the criteria set forth in subdivision (9) of this subsection, unless the applicant and the City agree to an extension term of less than ten years. The provisions of this paragraph shall be subject to the right of the City to require, upon adequate notice and at the facility owner's own expense, relocation of facilities as may be needed in the interest of public safety and convenience, and the applicant's right to terminate at any time;

(14) Abandoned small wireless facilities shall be removed as provided in this **Chapter 515** or an agreement, as applicable;

(15) In determining whether sufficient capacity exists to accommodate the attachment of a new small wireless facility, the City shall take into account that any grant of access hereunder shall be subject to a reservation to reclaim such space, when and if needed, to meet a core utility purpose or documented plan projected at the time of the application pursuant to a bona fide development plan; and

(16) In emergency circumstances that result from a natural disaster or accident, the City may require the owner or operator of a wireless facility to immediately remove such facility if the wireless facility is obstructing traffic or causing a hazard on the City's roadway. In the event that the owner or operator of the wireless facility is unable to immediately remove the wireless facility, the City may remove the wireless facility from the roadway or other position that renders the wireless facility hazardous. Under these emergency circumstances, the City shall not be liable for any damage caused by removing the wireless facility and may charge the owner or operator of the wireless facility the City's reasonable expenses incurred in removing the wireless facility.

4. A permit is not required for:

- (1) Routine maintenance on previously permitted small wireless facilities;
- (2) The replacement of small wireless facilities with small wireless facilities that are the same or smaller in size, weight, and height; or
- (3) The installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between utility poles, in compliance with applicable codes.

For work described in subdivisions (1) and (2) of this subsection that involves different equipment than that being replaced, the wireless services provider shall submit a description of such new equipment so that the City may maintain an accurate inventory of the small wireless facilities at that location.

5. No approval for the installation, placement, maintenance, or operation of a small wireless facility under this section shall be construed to confer authorization for the provision of cable television service, or installation, placement, maintenance, or operation of a wireline backhaul facility or communications facility, other than a small wireless facility, in the right-of-way.

6. The municipal electric utility shall not require an application for the installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between utility poles, in compliance with applicable codes.

E. Collocations on City Poles and Wireless Support Structures Outside of Right-of-Way.⁵

1. This subsection only applies to collocations on City poles and wireless support structures that are located outside the right-of-way.

2. Subject to subdivision 3 of this subsection, the City shall authorize the collocation of small wireless facilities on City wireless support structures and poles to the same extent, if any, that it permits access to such structures for other commercial projects or uses. Such collocations shall be subject to reasonable and nondiscriminatory rates, fees, and terms as provided in an agreement between the City, or its agent, and the wireless provider substantially in the form of **Schedule C** to this Section.

3. The City shall not enter into an exclusive agreement with a wireless provider concerning City poles or wireless support structures, including stadiums and enclosed arenas, unless the agreement meets the following requirements:

(1) The wireless provider provides service using a shared network of wireless facilities that it makes available for access by other wireless providers, on reasonable and nondiscriminatory rates and terms that shall include use of the entire shared network, as to itself, an affiliate, or any other entity; or

(2) The wireless provider allows other wireless providers to collocate small wireless facilities, on reasonable and nondiscriminatory rates and terms, as to itself, an affiliate, or any other entity.

4. When determining whether a rate, fee, or term is reasonable and nondiscriminatory for the purposes of this subsection, consideration may be given to any relevant facts, including alternative financial or service remuneration, characteristics of the proposed equipment or installation, structural limitations, or other commercial or unique features or components.

F. Collocations on City Poles Within the Right-of-Way⁶

⁵ See 67.5114 RSMo

1. The provisions of this subsection apply to collocations on City poles within the right-of-way by a wireless provider.
2. Neither the City nor any person owning, managing, or controlling City poles in the right-of-way shall enter into an exclusive arrangement with any person for the right to attach to such poles. A person who purchases or otherwise acquires a City pole is subject to the requirements of this subsection.
3. The City shall allow the collocation of small wireless facilities on its poles using the process set forth in subsection D.
4. An application shall include engineering and construction drawings, as well as plans and detailed cost estimates for any make-ready work as needed, for which the applicant shall be solely responsible.
5. Make-ready work shall be addressed as follows, unless the City (or its successor) and applicant agree to different terms in a pole attachment agreement:
 - (1) The rates, fees, and terms and conditions for the make-ready work to collocate on a City pole shall be nondiscriminatory, competitively neutral, and commercially reasonable, and shall comply with sections 67.5110 to 67.5121 RSMo;
 - (2) Unless the City allows the applicant to perform any make-ready work, the City shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation by a wireless provider, including pole replacement if necessary, within sixty (60) days after receipt of a complete application. If applicable, make-ready work, including any pole replacement, shall be completed by the City within sixty (60) days of written acceptance of the good faith estimate and advance payment by the applicant. The City may require replacement of its pole on a nondiscriminatory basis for reasons of safety and reliability, including a demonstration that the collocation would make the pole structurally unsound, including, but not limited to, if the collocation would cause a utility pole to fail a crash test; and
 - (3) The person owning, managing, or controlling the City pole shall not require more make-ready work than required to meet applicable codes or industry standards. Fees for make-ready work shall not include costs related to preexisting or prior damage or noncompliance unless the City had determined, prior to the filing of the application, to permanently abandon and not repair or replace the structure. Fees for make-ready work, including any pole replacement, shall not exceed actual costs or the amount charged to other communications service providers for similar work, and shall not include third party fees, charges, or expenses, except for amounts charged by licensed contractors actually performing the make-ready work.

⁶ See 67.5115 RSMo

6. When a small wireless facility is located in the right-of-way of the state highway system, equipment and facilities directly associated with a particular small wireless facility, including coaxial and fiber optic cable, conduit, and ground mounted equipment, shall remain in the utility corridor except as needed to reach a City or utility pole in the right-of-way but outside the utility corridor in which the small wireless facility is collocated.

G. Rates and Fees.⁷

1. This subsection governs the rates and fees to collocate small wireless facilities on City poles and the rates and fees for the placement of utility poles, but does not limit the City's ability to recover specific removal costs from the attaching wireless provider for abandoned structures. The rates to collocate on City poles shall be nondiscriminatory regardless of the services provided by the collocating applicant.
2. The City shall not require a wireless provider to pay any rates, fees, or compensation to the authority or other person other than what is expressly authorized by sections 67.5110 to 67.5121 RSMo (while in effect) for the use and occupancy of a right-of-way, for collocation of small wireless facilities on utility poles in the right-of-way, or for the installation, maintenance, modification, operation, and replacement of utility poles in the right-of-way.
3. Application fees shall be as follows:
 - (a) The total fee for any application under subdivision 3 of subsection D for collocation of small wireless facilities on existing City poles shall be one hundred dollars per small wireless facility. An applicant filing a consolidated application under subdivision (11) of subdivision 3 of subsection D shall pay one hundred dollars (\$100.00) per small wireless facility included in the consolidated application; and
 - (b) The total application fees for the installation, modification, or replacement of a pole and the collocation of an associated small wireless facility shall be five hundred dollars (\$500.00) per pole
4. (1) The rate for collocation of a small wireless facility to a City pole shall be one hundred fifty dollars (\$150.00) per pole per year.
 - (2) The City shall not charge a wireless provider any fee, tax other than a tax authorized by subdivision (3) below, or other charge, or require any other form of payment or compensation, to locate a wireless facility or wireless support structure on privately owned property, or on a wireless support structure not owned by the City.

⁷ See 67.5116 RSMo

(3) The City shall not demand any fees, rentals, licenses, charges, payments, or assessments from any applicant or wireless provider for, or in any way relating to or arising from, the construction, deployment, installation, mounting, modification, operation, use, replacement, maintenance, or repair of small wireless facilities or utility poles, if not allowed by section 67.5116 RSMo. (while in effect).

H. Authority Preserved.⁸

Subject to the provisions of sections 67.5110 to 67.5121 RSMo (while in effect) and applicable federal law, the City shall continue to exercise zoning, land use, planning, and permitting authority within its territorial boundaries, including with respect to wireless support structures and utility poles, except that the City shall not have or exercise any jurisdiction or authority over the design, engineering, construction, installation, or operation of any small wireless facility located in an interior structure or upon the site of any campus, stadium, or athletic facility not owned or controlled by the City, other than to comply with applicable codes.

I. Prior Agreements.⁹

This section 515.130 shall not nullify, modify, amend, or prohibit a mutual agreement between the City and a wireless provider made prior to August 28, 2018, but an agreement that does not fully comply with sections 67.5110 to 67.5121 RSMo (while in effect) shall apply only to small wireless facilities and utility poles that were installed or approved for installation before August 28, 2018, subject to any termination provisions in the agreement. Such an agreement shall not be renewed, extended, or made to apply to any small wireless facility or utility pole installed or approved for installation after August 28, 2018, unless it is modified to fully comply with sections 67.5110 to 67.5121 RSMo (while in effect). In the absence of an agreement, and until such a compliant agreement or ordinance is entered or adopted, small wireless facilities and utility poles that become operational or were constructed before August 28, 2018, may remain installed and be operated under the requirements of sections 67.5110 to 67.5121 RSMo (while in effect).

J. Indemnification, Insurance, and Bonding Requirements.¹⁰

⁸ See 67.5118 RSMo

⁹ See 67.5119 RSMo

1. A wireless provider shall indemnify and hold the City and its elected and appointed officers and employees harmless against any damage or personal injury caused by the negligence of the wireless provider or its employees, agents, or contractors, including but not limited to reasonable attorney's fees incurred by the City.

2. A wireless provider shall have in effect insurance coverage consistent with this subsection, or demonstrate a comparable self-insurance program, all in accordance with **Section 515.100**. A self-insured wireless provider does not need to name the City or its officers and employees as additional insured. A wireless provider shall furnish proof of insurance, if applicable, prior to the effective date of any permit issued for a small wireless facility.

3. The bonding requirements of **Section 515.070** shall apply to small wireless facilities. The purpose of such bonds shall be to:

(1) Provide for the removal of abandoned or improperly maintained small wireless facilities, including those that an authority determines need to be removed to protect public health, safety, or welfare;

(2) Restore the right-of-way in connection with removals under section 67.5113 RSMo;

(3) Recoup rates or fees that have not been paid by a wireless provider in over twelve months, so long as the wireless provider has received reasonable notice from the City of any noncompliance listed above and been given an opportunity to cure;

(4) Bonding requirements shall not exceed one thousand five hundred dollars per small wireless facility. For wireless providers with multiple small wireless facilities within the City, the total bond amount across all facilities shall not exceed seventy-five thousand dollars, which amount may be combined into one bond instrument.

4. Applicants that have at least twenty-five million dollars in assets in the state and do not have a history of permitting noncompliance within the City shall, under section 67.1830 RSMo, be exempt from the insurance and bonding requirements otherwise authorized by this section.

5. Any contractor, subcontractor, or wireless infrastructure provider shall be under contract with a wireless services provider to perform work in the right-of-way related to small wireless facilities or utility poles, and such entities shall be properly licensed under the laws of the state and all applicable City ordinances. Each contracted entity shall have the same obligations with respect to his or her work as a wireless services provider would have under this Section 515.130, under sections 67.5110 to 67.5121 RSMo and other applicable laws if the work were performed by a wireless services provider. The wireless services provider shall be responsible for ensuring that the work of such contracted entities is performed consistently with the wireless services

¹⁰ See 67.5121 RSMo

provider's permits and applicable laws relating to the deployment of small wireless facilities and utility poles, and responsible for promptly correcting acts or omissions by such contracted entity.

K. Expiration.¹¹

Section 515.130 shall expire at such time that Sections 67.5110 to 67.5122 RSMo expire, except that for small wireless facilities already permitted or collocated on City poles prior to such date, the rate set forth in subsection G for collocation of small wireless facilities on City poles shall remain effective for the duration of the permit authorizing the collocation.

SECTION 2.

Appendix A to Chapter 515 shall be revised to add the following fees:

Permit for small wireless pole attachment - \$100.00

Annual rental for attachment to City pole - \$150.00

Permit for new pole for small wireless (includes attachment) - \$500.00

SECTION 3.

City Code Sections 405.390.G.4, 405.460.19.c and 22.f, 405.470.4.h footnote 1, 5.j footnote 2 and 6.k footnote 3, 405.1070.D.1 footnote 1 and G, and 405.1080.I are amended to read as follows:

Review of an application shall be completed within applicable time limitations including those pertaining to proposed wireless communications facilities and support structures under state and federal law, which are generally: 45 days for collocation or replacement of wireless facilities or non-substantial modifications of existing facilities, 60 days for small wireless facilities on new poles, and 120 days for other (not small) wireless facilities on new poles or substantial modifications of such existing facilities. See Sections 67.5090 et seq and 67.5110 et seq RSMo and 47 CFR 1.40001 and 1.6003.

SECTION 4.

The first sentence of Code Section 515.060.B.1 is revised to read as follows:

Except for wireless communications facilities (which are subject to different periods of review)¹², the Director shall promptly review each completed application for a ROW permit

¹¹ See 67.5122 RSMo

and shall grant or deny all such applications as provided herein within thirty-one (31) days of receipt of a completed application.

SECTION 5.

If any provision of this Ordinance or the application thereof to anyone or to any circumstance is held invalid, the remainder of those sections and the application of such provisions to others or other circumstances shall not be affected thereby.

SECTION 6. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2018.

Dr. Scott Saunders, President of The City Council

APPROVED THIS _____ DAY OF _____, 2018.

¹² Generally: 45 days for collocation or replacement of wireless facilities or non-substantial modifications of existing facilities, 60 days for small wireless facilities on new poles, and 120 days for other (not small) wireless facilities on new poles or substantial modifications of such existing facilities. See Sections 67.5090 et seq and 67.5110 et seq RSMo and 47 CFR 1.40001 and 1.6003. See also City Code Section 515.130 (small cell wireless).

Barry Glantz, Mayor

ATTEST:

DEBORAH RYAN

CITY CLERK

Attachment: Draft Ordinance (Small Wireless Facilities Text Amendment)

City of Creve Coeur

108/2018

Checklist – ROW Usage – Small Wireless Permits

- ☐ Application received
- ☐ Fee and rent received, as applicable
- ☐ Proof of contractor licensing received, if applicable
- ☐ Proof of insurance received
- ☐ Bond requirements met
- ☐ Due date for determination of completeness placed on calendar (15 days from receipt)
- ☐ Application reviewed for completeness, notice sent
- ☐ Due date for issuance or denial placed on calendar (45 days for collocation, 60 days for new/modified/replacement pole)
- ☐ Revised due date entered on calendar if applicable (days between notice incomplete and resubmittal)
- ☐ Extended due date entered on calendar, if applicable (need signed agreement in file)
- ☐ Application reviewed for approval or denial – all factors considered including zoning height limits if applicable (code 515.130)

☐ Community Development Director Review completed, if applicable (decorative city poles, concealment in historic district, underground requirements)

☐ Approval or denial (with explanation) notice sent

☐ Separate agreement for city pole or structure outside of ROW, if applicable (see form)

☐ Advance payment for city work received, if applicable

☐ Rental due date and amount entered into calendar, if applicable

☐ Initial Permit expiration date entered into calendar

☐ ~~Proof of zoning compliance received, if applicable (height, Single family or historic district)~~

☐ Plans consistent with representations in application

☐ Determination of need for any special conditions to city approval

☐ Determination of completion of project

☐ Final permit expiration date entered into calendar

☐ Due date for renewal application entered in calendar

☐ Completion of damage repairs, if applicable

SMALL WIRELESS SUPPLEMENT TO ROW PERMIT APPLICATION

Permit No. _____

Fees - \$100 per pole collocation, plus first year rental of \$150 per city pole

- \$500 per new pole (includes attachments)& collocation**APPLICANT TO PROVIDE THE FOLLOWING INFORMATION**

___ Single Permit Application

___ Batch Permit No. ___ of ___ (limit 20 per batch, must be same type & proximate locations)

Applicant _____

Contact Name/Address/Telephone _____

Location of Pole/Collocation _____

Pole owner _____

Pole Height w/o facility _____ w/ facility _____

Attach any required proof of zoning compliance regarding height

Permit type (circle all applicable):

New/renewal application

New/modify/replacement pole

Is new/modified pole in single family or historic district¹? Yes/noIf yes, attach proof of zoning complianceNo new or changed pole – collocation in ROWNo new or changed pole – collocation outside ROW

Is existing pole decorative? Yes/No/NA

Make ready work drawings/estimates included (for City poles)? Yes/No/NA

City pole or structure outside ROW – separate agreement required

Note – no permit required for:

(1) Routine maintenance on previously permitted small wireless facilities;

(2) The replacement of small wireless facilities with small wireless facilities that are the same or smaller in size, weight, and height; or

¹ Historic district must have existed on 8/28/18)

(3) The installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between utility poles, in compliance with applicable codes.

For work described in subdivisions (1) and (2) above that involves different equipment than that being replaced, the wireless services provider shall submit a description of such new equipment so that the City may maintain an accurate inventory of the small wireless facilities at that location.

Describe any excavation/traffic impacts/obstructions _____

Describe any proposed concealment and/or safety measures _____

NOTE YOUR APPLICATION SHOULD INCLUDE DRAWINGS AND INFORMATION DEMONSTRATING COMPLIANCE WITH THE CRITERIA OF CITY CODE SECTION 515.130 AND RSMO 67.5113.

___ Applicant is a wireless services provider and attests by signature below that the facilities described herein will be operational within one year of permit issuance date

___ Applicant is not a wireless service provider – see attached evidence and/or plans demonstrating that the facilities described herein will be operational within one year of permit issuance date

THE UNDERSIGNED APPLICANT AGREES TO COMPLY WITH ALL APPLICABLE ORDINANCES AND STATUTES AND ATTESTS THAT THIS APPLICATION IS LIMITED TO DEPLOYMENT OF A SMALL WIRELESS FACILITY, AND MEETSING THE FOLLOWING QUALIFICATIONS:

(a) Each antenna could fit within an enclosure of no more than six cubic feet in volume; and

(b) All other equipment associated with the wireless facility, whether ground or pole-mounted, is cumulatively no more than twenty-eight cubic feet in volume, provided that no single piece of equipment on the utility pole shall exceed nine cubic feet in volume; and no single piece of ground mounted equipment shall exceed fifteen cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the small wireless facility.

The following types of associated ancillary equipment shall not be included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off

switch, and vertical cable runs and related conduit for the connection of power and other services.

Applicant signature

Date: _____

THE FOLLOWING SECTIONS ARE TO BE COMPLETED BY CITY AT THE APPROPRIATE TIMES

A. PROCESSING

Application rec'd on _____

Fees paid on _____

Advance payment for city work rec'd? Yes/No/NA

Proof of contractor licensing rec'd on _____

Proof of insurance rec'd on _____

Bond requirements met on _____

Determination of completeness due (+15 days) _____

Issuance or denial due (+45 days for collocation, +60 days for new/modified/replacement pole)

Revised due date (+ days between notice incomplete and resubmittal) _____

Extended due date by agreement _____ (see 67.6113.11)

Application is complete/incomplete (circle one, if incomplete, providesee explanation letter)

Notice of incompleteness sent _____

Application resubmitted on _____

Resubmitted application is complete/incomplete (circle one) – if incomplete, repeat review steps

B. APPROVAL

Permit Issued on _____ by _____

Special conditions of approval for ROW work _____

Additional agreements/extensions (attach documentation) _____

Permit expires one year from issuance unless otherwise noted, but if installation completed within that time, then permit valid for ten years, and renewal application due by (issued date + 9 years & 9 months)

One-year deadline calendared by _____

Completion of installation validated by _____ on _____

Damage repair confirmed by _____ on _____

Renewal date calendared by _____

C. DENIAL

Denied on _____ by _____

Notice of denial with detailed explanation (see 515.130) provided to applicant on _____ by _____

Note if resubmitted within 30 days of denial without change other than to cure identified deficiencies, no additional fee and review limited to compliance with identified deficiencies

CITY TO SIGN ONLY UPON APPROVAL OR DENIAL

Note – this form shall be interpreted in accordance with City Code Section 515.130, ~~and~~ Missouri statutes 67.5110 to 67.5122, and 47 CFR 1.6002 et seq

**LICENSE AGREEMENT FOR SMALL WIRELESS
INSTALLATIONS
ON PUBLIC STRUCTURES**

BETWEEN

THE CITY OF CREVE COEUR, MISSOURI

AND

[REDACTED]

EFFECTIVE DATE:

[REDACTED]

TABLE OF CONTENTS

	<u>Page No.</u>
RECITALS	1
CERTAIN DEFINED TERMS	1
1. SCOPE OF AGREEMENT	2
1.1 Scope of Agreement.....	2
1.2 Interference with Small Wireless Installations	2
1.3 Other Rights	2
2. GENERAL OBLIGATIONS	2
2.1 Technical Requirements and Specifications	2
2.2 No Liens Permitted	3
2.3 Worker Qualifications; Responsibility for Agents and Contractors	3
2.4 Utilities.....	3
3. APPLICATION FOR PERMIT	3
3.1 Application For Permit	3
3.2 Other Permits.....	4
4. PREPARATION OF STRUCTURES FOR ATTACHMENT	4
4.1 Make-Ready Costs	4
4.2 Completion of Make-Ready Work.....	5
4.3 Make-Ready Cost Reconciliation	5
4.4 Completion of Installation	5
4.5 Tagging.....	5
5. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS	5
5.1 Reservation of Rights.....	5
5.2 RF Emissions	6
5.3 FCC Antenna Registrations, Federal Aviation Administration (“FAA”) Compliance	6
5.4 Equipment Modification and Replacements.....	6
5.5 Access	6
6. CHARGES, BILLING AND PAYMENT	7
6.1 Annual Rent for Small Wireless Installations.....	7
6.2 Timing of Payment and Calculation of Number of Small Wireless Installations	7
6.3 Unauthorized Small Wireless Installations.....	7
6.4 Billing and Payment Generally.....	8

7.	AUDITS AND INSPECTIONS.....	8
7.1	Audits.....	8
7.2	Safety Inspections	8
8.	STRUCTURE REPLACEMENT AND ABANDONMENT AND REMOVAL OF SMALL WIRELESS INSTALLATIONS	9
8.1	Replacement or Abandonment of Structure.....	9
8.2	Removal of Small Wireless Installations by Licensee.....	9
9.	INSURANCE.....	10
10.	ALLOCATION OF LIABILITIES.....	11
11.	INDEMNIFICATION	11
12.	TERM.....	12
13.	DEFAULT AND TERMINATION	12
13.1	Default.....	12
13.2	Licensee's Default and Licensor's Remedies	13
13.3	Licensor's Default and Licensee's Remedies	13
13.4	Effective Date of Termination	13
13.5	Cumulative Remedies	13
14.	DISPUTE RESOLUTION PROCEDURES.....	13
15.	CONFIDENTIALITY	14
16.	MISCELLANEOUS PROVISIONS.....	14
16.1	Notices	14
16.2	Force Majeure	15
16.3	Assignment and Transfer	15
16.4	Applicable Law	16
16.5	Change of Law	16
16.6	Exhibits	16
16.7	Execution in Counterparts.....	16
16.8	Waiver.....	16
16.9	Severability	16
16.10	Survival	16
16.11	Waiver of Jury Trial.....	16
16.12	Entire Agreement; Amendments.....	16

LICENSE AGREEMENT FOR SMALL WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES

This License Agreement For Small Wireless Installations on Public Structures (the “Agreement”) is made and entered into as of _____, 201__ (“Effective Date”) by and between the City of Creve Coeur, Missouri (“Licensor”) and _____ (“Licensee”). Licensor and Licensee shall be referred to hereafter individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensee seeks to affix small wireless communication antennas and related equipment to certain of Licensor’s Structures, as defined herein;

WHEREAS, Licensor wishes to encourage small wireless infrastructure investment in its community;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, the Parties hereby agree as follows:

CERTAIN DEFINED TERMS

As used herein, the following capitalized terms have the meaning ascribed to them below.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“FCC” means the Federal Communications Commission;

“Make-Ready Work” means the work required on or in Licensor’s Structure to create space for Licensee’s Attachments, and/or replacing and/or reinforcing the existing Structure to accommodate Licensee’s Attachments including, but not limited to, rearrangement or transfer of existing Attachments and the facilities of other entities, Structure relocation and replacement.

“Person” or “Persons” means any person or entity;

“Structure(s)” means pole(s) supporting one or more streetlights, traffic signals, flags, banners and/or signage; street furniture; billboard(s); trash receptacle(s); bus stop(s); and any other similar structure(s) capable of accommodating a Small Wireless Installation. Structure does not include any Licensor utility pole located in the public right-of-way or any Licensor pole used for the function of electricity distribution.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable law.

“Small Wireless Installation” means a set of equipment at a fixed location that enables wireless communications between user equipment and a communications network and that meets both the following qualifications: (a) the antenna could fit within an enclosure of no more than six cubic feet in volume; and (b) all other associated wireless equipment (excluding electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, vertical cable runs and related conduit for connection of power and other services) that is cumulatively no more than twenty-eight cubic feet in volume, and which is affixed by Licensee to a Structure owned or controlled by Licensor pursuant to a Permit (in accordance with Section 3.1 hereof) authorized by Licensor, provided that no single piece of equipment affixed to the Structure shall exceed nine cubic feet in volume and no single piece of ground-mounted equipment shall exceed fifteen cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the Small Wireless Installation.

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. Nothing in this Agreement grants Licensee the right to make any specific Small Wireless Installation, or to install other facilities. Licensor hereby grants Licensee such rights-of-way and easements for the use and benefit of Licensee as necessary to exercise the right to attach to Licensor’s Structures, as may be approved by Licensor pursuant hereto, during the term of this Agreement. No use of Licensor’s Structures under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures.

1.2 Interference with Small Wireless Installations. Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies for access to a Structure, Licensor knows that such third party’s use may in any way adversely affect or interfere with the Licensee’s existing Small Wireless Installations, Licensee’s use and operation of its facilities, or Licensee’s ability to comply with the terms and conditions of this Agreement.

1.3 Other Rights. This Agreement does not affect or impair Licensee's ability to seek permits to install facilities in municipal rights of way pursuant to Licensor’s Code of Ordinances.

2. GENERAL OBLIGATIONS

2.1 Technical Requirements and Specifications.

At its own expense, Licensee must erect, install, repair and maintain its Small Wireless Installations in safe condition and good repair in accordance with:

(i) the requirements and specifications of the National Electrical Safety Code (“NESC”), the National Electrical Code (“NEC”) and any and all other applicable regulatory codes for safe practices when performing work on or near Structures (collectively, “Safety Codes”); and

(ii) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction; but

(iii) changes to the requirements, specifications, rules and orders in subsections (i) and (ii) shall not apply retroactively unless required by law.

2.2 No Liens Permitted. Licensee will not, directly or indirectly, create, incur, assume or suffer to exist any lien with respect to any of Licensor's Structures or other Licensor property or facility resulting from any work performed by Licensee or on its behalf pursuant to this Agreement or any act or claim against it or any of its contractors, agents, or customers and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien within thirty (30) days of first being notified in writing of its existence.

2.3 Worker Qualifications; Responsibility for Agents and Contractors. When performing work on a Structure with a Small Wireless Installation, each party shall ensure that its workers and, to the extent that it may employ agents or contractors, their workers, are adequately trained and skilled to access Structures in accordance with all applicable industry and governmental standards and regulations. Licensor may deny access to its Structures to any such worker who is not so qualified, or does not act in a safe and professional manner when accessing any Structure. In such event, Licensee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access Structures on Licensee's behalf unless such worker is qualified to Licensor's reasonable satisfaction. In no event, however, shall a party be liable or otherwise responsible for the competence or conduct of the other party's workers or those of the other party's agents or contractors.

2.4 Utilities. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Small Wireless Installations. Licensee shall include a general description of such electric service arrangements in its Permit applications.

3. APPLICATION FOR PERMIT

3.1 Application for Permit. After Licensee obtains concept approval for an attachment to a particular Structure, and the parties have agreed on rent if not otherwise provided herein, Licensee shall apply for and obtain a permit from Licensor pursuant to City ordinance. Licensee shall comply with all applicable ordinance provisions.

3.2 Other Permits. Before making an installation, Licensee shall obtain any and all other required construction, excavation, traffic control, and other permits.

4. PREPARATION OF STRUCTURES FOR ATTACHMENT

4.1 Make-Ready Costs. As a general rule, Licensor does not intend to perform any Make-Ready Work in connection with Applications for Permit submitted by Licensee hereunder; however, if Licensor wishes to perform Make-Ready Work, Licensor shall notify Licensee within 14 days of Licensee's filing of the Application. Unless Licensor so notifies Licensee, then Licensee will perform any Make-Ready Work necessary to replace and/or otherwise prepare the Structure for Attachment, and submit any applicable Surety Bond, to be returned upon satisfactory completion of the Make-Ready Work.

(a) If Licensor intends to perform Make-Ready Work, Licensor will provide Licensee with a written estimate ("Make-Ready Cost Estimate") of the direct costs to prepare the Structure(s) for attachment by Licensee ("Make-Ready Costs") within fourteen (14) days of Licensor authorizing the Permit in accordance with Section 3. Licensee shall have sixty (60) days from the receipt of the Make-Ready Cost Estimate to accept the terms set forth therein. Licensor will not begin Make-Ready Work until it has received Licensee's signed approval of the Make-Ready Cost Estimate and full payment thereof ("Approved Make-Ready Cost Estimate").

(b) In the event Licensor determines, based upon Technical Grounds, that inadequate space exists on its Structure(s) to accommodate any proposed Small Wireless Installation, Licensor will consider Licensee's reasonable proposals to replace such Structure(s), at Licensee's sole expense, with Structure(s) with adequate space to accommodate the proposed Small Wireless Installation; provided, however, that nothing in this Agreement shall obligate Licensor to replace any Structure for the sole purpose of accommodating any Small Wireless Installation. Any such proposed replacement shall be treated as Make-Ready Work.

(c) If a Person, other than Licensor, would have to rearrange or adjust any of its facilities in order to accommodate an approved new Small Wireless Installation, Licensor shall use reasonable efforts, at Licensee's sole expense to coordinate such activity. Licensee shall, however, be responsible for directly paying such other Person for its charges for the same. The Small Wireless Installation shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with NESC, and with Licensor Practices and engineering standards; provided, however, that Licensee shall

not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant at the time of Licensee's Application. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Small Wireless Installation to accommodate that Person's facilities, subject to Licensor's written approval of such relocation, the Licensee shall reasonably cooperate with such request and charge no more than Licensor would be permitted to charge for the relocation of its facilities on the applicable Structure under section 4.1(a) above.

4.2 Completion of Make-Ready Work. Licensor will complete all requested make-ready work described in the Approved Make-Ready Cost Estimate ("Make-Ready Work") within sixty (60) days after receiving the Approved Make-Ready Cost Estimate and payment thereof.

4.3 Make-Ready Cost Reconciliation. If the actual and reasonable costs incurred by Licensor in a Make-Ready effort exceed the pre-paid Make-Ready Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within sixty (60) days of receipt of the invoice. If such Make-Ready Costs were less than the pre-paid Make-Ready Estimate, Licensor will refund the excess Make-Ready Payment to Licensee within sixty (60) days following completion of the make-ready work. No interest shall accrue on any excess Make-Ready Payment credit balance or be due on any shortfall.

4.4 Completion of Installation. Licensee must commence installation of a Small Wireless Installation within 6 months of receipt of Permit hereunder and must complete such installation within one year of receipt of such Permit, or such Permit shall lapse. Upon request, Licensor will grant Licensee an extension of up to six (6) months each of the commencement and completion deadlines. Licensee may not use Permits to reserve space for long periods of time and interfere with third party efforts to make similar installations. Within twenty (20) business days of completing the installation of each Small Wireless Installation, Licensee shall notify Licensor of such completion.

4.5 Tagging. Licensee shall clearly identify its ownership of all its Small Wireless Installations by an adequate label placed at each location.

5. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS

5.1 Reservation of Rights. Licensor reserves the right to operate and maintain its Structures and facilities, to discontinue such maintenance, and to remove its Structures and facilities, in the best manner required to fulfill its own service requirements, and its public, employee and worker safety obligations.

5.2. RF Emissions.

(a) Licensee will comply with all Federal Communications Commission (FCC) regulations regarding radio frequency ("RF") emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to

RF emissions. Licensor's authorized field personnel will contact Licensee's designated point of contact not less than 24 hours in advance to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The parties acknowledge that they understand the vital nature of Licensee's Small Wireless Installations and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably possible.

(b) Licensor, Licensee and other attachers which emit RF on Licensor's Structures are under an obligation to operate their own existing or future facilities to protect against RF interference to RF signals of Licensor, Licensee, and such other attachers, as applicable, as may emanate or arise. Licensor and Licensee and all others on Licensor's Structures shall endeavor to correct any interference to other networks created by its RF emissions promptly and shall coordinate and cooperate with each other relating to the same.

5.3 FCC Antenna Registrations, Federal Aviation Administration ("FAA") Compliance. Licensee is solely responsible for ensuring compliance with any and all FCC antenna registration, FAA, or similar requirements with respect to the location of the Licensee's antennas or other facilities. Without limitation, Licensee acknowledges and agrees that Licensor's Structures are not "antenna structures" under the FCC's rules and that, accordingly, Licensor has no obligation of its own in this regard to register them with the FCC, the FAA, or other agency.

5.4 Equipment Modification and Replacements. Subsequent to the original installation of Licensee's equipment, Licensee may modify or replace the equipment within the size limits for Small Wireless Installations so long as such modification or replacement does not increase the load on the applicable Structure beyond the loading, if any, that was established in the approved application, or involve placement of equipment outside the area designated in the approved application without obtaining prior written consent of Licensor.

5.5 Access. At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to, in and on any outdoor Structure used or to be used pursuant for an approved Permit, so that Licensee may install, operate, maintain, repair, replace, remove, or modify its Small Wireless Installations. To the extent Licensee needs to access the interior of any of Licensor's buildings, Licensee will make a request to Licensor for access consistent with the times and terms that such Structures are available for access by Licensor's employees, including emergency access. Licensor acknowledges that in the event Licensee cannot obtain Access, Licensee shall incur significant damage. If Licensor fails to provide the Access granted by this section, such failure shall be a default under this Agreement.

6. CHARGES, BILLING AND PAYMENT

6.1 Annual Rent For Small Wireless Installations. Licensee shall pay Licensor the rental fee (“Rent”) per Small Wireless Installation, in the initial amount of \$150 per utility pole, and shall pay Rent in the amount specified by addendum hereto for attachment to other Structures, for each year (or partial year) that this Agreement remains in effect and the specific Small Wireless Installation remains in place. Said Rent is per Small Wireless Installation and includes all appurtenant equipment and facilities used in connection therewith. Rent shall not be refunded unless specifically provided herein. Rent for installations on any Structure other than a utility pole shall increase by a factor of 10% at the beginning of year 6, 11 and 16 of the term of this Agreement (see section 12).

6.2 Timing of Payment and Calculation of Number of Small Wireless Installations.

(a) Initial Rent for each installation shall be payable upon commencement of installation, prorated for the number of months remaining in the calendar year. Thereafter, the Rent shall be payable annually in advance for each Small Wireless Installation, as recorded by Licensor or for which a Permit has been approved and installation commenced or completed as of each October 1 (the “Record Date”).

(b) If Licensee’s records show a different number of Small Wireless Installations for which a Rent payment is required, Licensee shall so notify Licensor within thirty (30) days of relevant invoice. Licensor will then, following receipt of Licensee’s notification, either accept in writing Licensee’s revised count/information or notify Licensee in writing that a dispute exists about such count, in which event the parties shall comply with the dispute resolutions provisions of the agreement.

6.3 Unauthorized Small Wireless Installations.

(a) Upon discovery of a Small Wireless Installation governed by this Agreement that has not been approved by Licensor (an “Unauthorized Small Wireless Installation”), unless otherwise agreed by Licensor in accordance with the terms hereof, Licensee shall immediately remove the installation at its cost within sixty (60) days.

(b) Unauthorized Small Wireless Installations shall not be considered a default of this Agreement unless there is established a pattern of Unauthorized Small Wireless Installations by Licensee.

6.4 Billing and Payment Generally.

(a) Except as otherwise provided herein, all bills and invoices and other requests for payment rendered under this Agreement shall be paid by Licensee within ninety (90) days from the receipt of invoice. Interest of one percent (1%) per month

(or the highest amount permitted by law, whichever is less) of the total amount due and unpaid will apply to any unpaid amount after ninety (90) days from the receipt of invoice.

(b) Licensee shall notify Licensor within thirty (30) days of the date of invoice of any dispute, with sufficient particularity to identify the amounts in, and grounds for, dispute.

(c) Any charges payable by Licensee under this Agreement other than for Unauthorized Small Wireless Installations shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any such charges beyond such period shall not be billed by Licensor and shall not be payable by Licensee.

7. AUDITS AND INSPECTIONS

7.1 Audits.

(a) Licensee and Licensor shall cooperate in determining the total number of Small Wireless Installations, including by joint audit if mutually agreed. This determination shall be based on an on-going inventory of Permits that shall be maintained by Licensor.

(b) Licensee and Licensor may mutually agree that in lieu of any physical audit, the number of Small Wireless Installations may be determined from existing maps and attachment records, in which case, each Party shall make all relevant maps and records available to the other Party and the number of Small Wireless Installations shall be cooperatively determined.

7.2 Safety Inspections. If Licensor discovers any regulatory, safety or other violation of this Agreement with respect to Small Wireless Installations, it shall notify Licensee and Licensee shall have sixty (60) days in which to remedy such violations, except that Licensor may require quicker action in Emergency situations. Licensor may conduct, at its sole expense, inspections of Small Wireless Installations on Licensor's Structures and conduct inspections in the vicinity of Small Wireless Installations. Licensor shall give Licensee sixty (60) days' prior written notice of such inspections and Licensee shall have the right to be present at and observe any such inspections, at Licensee's sole expense. However, in the event of an Emergency for which Licensor must promptly provide or restore safe and reliable service to a customer, Licensor may conduct such inspections immediately and without prior notice to Licensee. Notwithstanding the foregoing, Licensee shall pay Licensor for its actual and reasonable costs for safety inspections performed for the purpose of determining if a safety violation of which Licensor has provided written notice to Licensee has been timely corrected by Licensee.

8. STRUCTURE REPLACEMENT AND ABANDONMENT AND REMOVAL OF SMALL WIRELESS INSTALLATIONS

8.1 Replacement or Abandonment of Structure.

(a) If for safety, reliability or operational reasons or due to government requirements Licensor replaces a Structure to which Small Wireless Installations are affixed, Licensee will, upon ninety (90) days' written notice, at its own expense, remove the Small Wireless Installation located on the original Structure, and transfer it to the replacement Structure unless in such written notice Licensor advises that transfer will not be allowed (in which case a pro rata portion of the Rent for that Small Wireless Installation shall be refunded).

(b) Notwithstanding the foregoing, in the case of an Emergency, Licensor may remove, or replace the Small Wireless Installations or transfer them to replacement Structures, or perform any other work in connection with said Small Wireless Installations that may reasonably be required to maintain, replace, remove or relocate the Structures. In such a case, Licensee shall reimburse Licensor for the expenses incurred by Licensor. In the event of an Emergency, Licensor shall notify Licensee as soon as practicable, but in no event later than 24 hours after the Emergency.

(c) If Licensor desires to abandon any Structure, it shall give Licensee sixty (60) days' written notice, and within such time, Licensee shall remove or otherwise dispose of its Small Wireless Installations.

(d) If, upon expiration of any required notice period for removal, Small Wireless Installation(s) has/have not been removed, Licensor may at Licensee's sole expense, remove and dispose of the Small Wireless Installation(s), without any liability to Licensee for such removal and disposition.

8.2 Removal of Small Wireless Installations by Licensee. Licensee may at any time remove Small Wireless Installations from Licensor's Structures, and shall give Licensor notice of such removal within thirty (30) days after removal. No refund of any rental paid will be due on account of such removal except as provided for in section 13.3 or if triggered by casualty, fire or other harm affecting any Structure ("Casualty Event"). Licensor will provide notice to Licensee of any Casualty Event as soon as reasonably possible thereafter. In the event of damage by a Casualty Event to a Structure that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably be expected to disrupt Licensee's operations on the Structure for more than forty-five (45) days, then Licensee may, at any time following such casualty or harm; (i) terminate the applicable Permit or affected portion thereof upon fifteen (15) days' written notice to Licensor; (ii) place a temporary facility, if feasible and, at a mutually acceptable location equivalent to Licensee's current use of the Structure until such time as the Structure is fully restored to accommodate Licensee's Small Wireless Installation; or (iii) seek an alternate location equivalent to Licensee's current use of the Structure. Any such notice of termination shall cause the applicable Permit or affected portion thereof to expire with

the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Permit. The rent shall abate during the period of repair following such Casualty Event in proportion to the degree to which Licensee's use of the Structure is impaired. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis.

9. INSURANCE

9.1 Licensee shall at its sole cost and expense maintain the insurance coverage and limits required by this Section 9 during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A-VII and deliver to a Licensor a Certificate of Insurance evidencing the types of insurance and policy limits required, together with all related endorsements.

9.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing equivalent coverage, with limits of:

\$ 2,000,000	General Aggregate Limit
\$ 1,000,000	Each Occurrence
\$ 1,000,000	Each Occurrence - Personal Injury and Advertising Injury
\$ 2,000,000	Products/Completed Operations Aggregate Limit

The Commercial General Liability policy must include Licensor as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of at \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

(d) Umbrella/Excess Liability insurance with limits of \$1,000,000 each occurrence and in the aggregate.

9.3 Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at

least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Licensee will require any subcontractors performing work under this Agreement to maintain coverage and limits at least as broad as those listed above. With respect to any required policy that is issued on a “claims-made” basis, Licensee agrees to maintain coverage for two (2) years following the term of this Agreement. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

10. ALLOCATION OF LIABILITIES

A Party shall not be liable for any damages for such injuries to third Persons or any third Person’s property proximately caused by the other Party’s negligence or willful misconduct or by its failure to comply at any time with the practices herein provided. As used in the immediately preceding sentence, reference to injury to property shall be deemed to refer to physical damage to physical property. Licensor in no way waives its sovereign immunity.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.

11. INDEMNIFICATION

11.1 To the extent permitted by law, the party performing work (including but not limited to, the placement, installation, operation, maintenance, rearrangement or removal of attachments) on a Structure shall indemnify, hold harmless and, at the other’s sole option, defend the other, its elected and appointed officials, employees, contractors, subcontractors, suppliers, licensees (other than Licensee), invitees, agents, attorneys, employees, successors and assigns (together “Indemnitees”) from and against any and all liabilities, damages or claims for damage, including but not limited to all actual and reasonable costs, attorneys’ fees, and other charges and expenditures that Indemnitees may incur, arising from or related to the use or operation of Small Wireless Installations hereunder or negligent work performed on a Structure, including acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of Indemnitee’ negligence or willful misconduct.

12. TERM

This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for a term of ten (10) years, and will automatically renew for two (2) successive five (5) year terms, unless either Party gives the other written notice of termination at least one hundred and eighty (180) days prior to the then-current term. Upon termination of this Agreement, Licensee shall remove Small Wireless Installations made pursuant hereto from all Licensor's Structures within one hundred and eighty (180) days. If not so removed within one hundred and eighty (180) days following such termination, Licensor shall have the right to remove such Small Wireless Installations, and to dispose of same, at Licensee's sole expense and without any liability to Licensee for such removal and disposition.

13. DEFAULT AND TERMINATION

13.1 Default. If either Party fails to perform or observe any material term or condition of this Agreement within sixty (60) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the Agreement ("Default"). No such failure, however, will be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are prosecuted to completion with reasonable diligence.

13.2 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default within the allotted time period, Licensor may, at its reasonable discretion, take any one or more of the following actions:

- (a) suspend Licensee's access to any or all of Licensor's Structures;
- (b) terminate the specific Permit(s) or affected portion thereof granted to Licensee covering the Structure(s) to which such Default is applicable;
- (c) require the obligation to be fulfilled;
- (d) remove, relocate, or rearrange Small Wireless Installations to which such Default relates (all at Licensee's sole expense);
- (e) decline to Permit additional Small Wireless Installations under this Agreement until all such Defaults are cured;
- (f) only in the case of a pattern or practice of Defaults, terminate this Agreement.

13.3 Licensor's Default and Licensee's Remedies.

(a) If Licensor does not cure its Default within the allotted time period, Licensee may, at its reasonable discretion, either terminate this Agreement or demand that the terms of this Agreement be complied with.

(b) If Licensor Defaults and Licensee elects to terminate the Agreement, Licensor shall refund any portion of advanced, prepaid Rent actually paid by Licensee pro-rated for any period of the Term remaining following the effective date of the termination of this Agreement. Licensor shall make such refund within sixty (60) days of the effective date of such termination.

13.4 Effective Date of Termination. Any termination under sections 13.2(b), 13.2(f) or 13.3(a) shall be effective upon written notice from the terminating party to the other party. Such notice will identify the effective date of the termination, which effective date may be as early as the effective date of the notice under section 16.1.

13.5 Cumulative Remedies. The remedies provided by this section 13 are cumulative and in addition to any other remedies available under this Agreement or otherwise.

14. DISPUTE RESOLUTION PROCEDURES

As a condition precedent to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through upper management escalation and non-binding mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing Party's notice, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable time and location, with a mutually approved mediator. In the event that such dispute is not resolved within ninety (90) calendar days following a party's request for mediation, either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation in the court having jurisdiction hereunder.

15. CONFIDENTIALITY

Unless otherwise authorized by this section, neither Party shall at any time disclose, provide, demonstrate or otherwise make available any confidential information of the other Party ("Confidential Information"). "Confidential Information" shall include any information of a confidential or proprietary nature disclosed by a Party to this Agreement to the other Party, but excluding the terms and conditions of this Agreement. Each Party shall use its best efforts and shall cause its officers, directors, employees, lenders and agents (including retained attorneys and consultants) to whom such Confidential Information may be disclosed to safeguard the confidentiality of the other Party's Confidential Information. At a minimum, such precautions shall include, but not be limited to, all precautions taken to ensure the confidentiality of such Party's own Confidential Information. Confidential Information may be disclosed (a) with the non-disclosing Party's prior written consent, or (b) as may be required by applicable law,

including Open Records laws, or governmental authorities (including but not limited to disclosures necessary to obtain permits and other regulatory approvals).

16. MISCELLANEOUS PROVISIONS

16.1 Notices. Except as provided below, all written notices shall be effective upon actual delivery or completed facsimile addressed to the other party as follows:

To Licensor:

in each of the above cases, with a copy sent to:

To Licensee (including bills):

in each of the above cases (excluding bills), with a copy sent to:

Contact Number for day to day operations:

Licensor:
Licensee:

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a force majeure event.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Licensee may assign its rights and obligations to an affiliate without consent upon 30 days' written notice. Affiliate for purposes of this provision is any entity that controls, is controlled by, or is under common control with Licensee.

16.4 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles, and, where applicable, federal law. The venue for any litigation regarding this Agreement shall be the Circuit Court of St. Louis County, Missouri.

16.5 Change of Law. In the event that any legislative, regulatory, judicial, or other action ("new law") affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Small Wireless Installation on public infrastructure, that conflict, in any material respect with the terms of this agreement, then either Party may to the extent necessary, upon thirty (30) days' written notice, require that the terms of this agreement be renegotiated to conform to the new law on a going forward basis for all existing and new Small Wireless Installations, unless the new law requires retroactive application. In the event that the Parties are unable to agree upon such new terms within 90 days after such notice, then either party may seek a ruling regarding the appropriate conforming terms from a court of competent jurisdiction. In the event the dispute includes rates, the Parties agree that in the interim Licensee will continue paying the current contract rate until the court makes its ruling and that the interim amounts paid will be trued up based on the court's ruling with any excess or under payments paid within thirty (30) days of the court's ruling.

16.6 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

16.7 Execution in Counterparts. This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

16.8 Waiver. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

16.9 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

16.12 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

THE CITY OF CREVE COEUR, MISSOURI

BY: _____

Name:

Title:

Date

Name:

Title:

Date