

Table of Contents

Agenda	4
Bill No. 5295 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. Final Reading	
Bill No. 5295	9
Memo, Budget Adjustments w/attachments.	11
Council Minutes dated February 28, 2011	
Minutes date February 28, 2011	21
Resolution No. 950 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Outdoor Solutions For Grounds Maintenance Services For The Interstate 270/Olive Boulevard Interchange For The 2011 And 2012 Growing Seasons, For The Sum Of \$28,255.00 For The 2011 Growing Season.	
Resolution No 950	32
Grounds Maintenance - EXHIBIT A.	33
Grounds Maintenance - RECOMMENDATION	42
Resolution No. 951 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Outdoor Solutions For Mowing Services Within The City Right-Of-Way For The 2011 And 2012 Growing Seasons, For The Sum Of \$11,458.90 For The 2011 Growing Season.	
Resolution No 951	46
Right-of-Way Mowing - EXHIBIT A	47
Right-of-Way Mowing - RECOMMENDATION	56
Resolution No. 952 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Turfgrass Professionals For Mowing Services In City Parks For The 2011 And 2012 Growing Seasons, For The Sum Of \$25,294.00 For The 2011 Growing Season.	
Resolution No 952	60
Parks Maintenance - EXHIBIT A	61
Parks Maintenance - RECOMMENDATION OF AWARD.	70
Bills Payable - For Information Only	
Report, Bills Payable, 3/8/11	74
Bill No. 5294 - An Ordinance Amending Section 240.040 Of The Creve Coeur Code Of Ordinances Pertaining To Greens Fees – Creve Coeur Golf Course. Final Reading and Passage	
Bill No. 5294	98
Memo on golf operations	99
Susbstitute Resolution No. 949 - A Resolution Approving Changes To The Donations Policy and Procedures of the City of Creve Coeur.	
Substitute Resolution No. 949	101
redlined version of proposed revisions to policy.	105

Bill No. 5296 - An Ordinance Establishing Revised Donations Policy And Procedures Of The City Of Creve Coeur. First Reading

Bill No. 5296	109
-------------------------	-----

Bill No. 5297 - An Ordinance To Amend Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Adding Pet Spas As A Permitted Use In Commercial Zoning Districts "MX" Mixed Use, "PC" Planned Community, "GC" General Commercial, And "CB" Core Business, And Establishing Definition For Such Use. First Reading

Bill No 5297	114
Staff Report	117
Draft Ordinance	120
Public Hearing Transcripts	124
P&Z Chair Letter	138
Draft minutes from March 7th P&Z Commission	139

Bill No. 5298 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project With The Missouri Highways And Transportation Commission To Enable The City To Construct The West Olive Lighting Project. First Reading.

Bill No 5298	141
"Exhibit A" STP Agreement with Modot 3-1-11	142
Staff Recommendation 3-1-11	161

Bill No. 5299 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project With The Missouri Highways And Transportation Commission To Enable The City To Construct The Ladue Road Sidewalk Phase II Project. First Reading

Bill No. 5299	162
Exhibit A 3-1-11	163
Staff Recommendation 3-1-11	182

Bill No. 5300 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Maintenance Agreement With The Missouri Highways And Transportation Commission For Black Powder Coat On Traffic Signals And Lighting Facilities On Olive Boulevard (State 340). First Reading

Bill No. 5300	183
Exhibit A - Olive Lighting 3-1-11	184
Staff Recommendation - Olive Lighting 3-1-11	191

Resolution No. 953 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Horner & Shifrin, Inc. For Engineering Services Related To Updates To The City's Storm Water Master Plan For A Fee Not To Exceed \$69,110.00.

Resolution No 953	192
Storm Water Master Plan Update - EXHIBIT A	193
Storm Water Master Plan Update - RECOMMENDATION	197

Resolution No. 954 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of An Agreement With Erb Equipment Company, Inc. For The Purchase Of A 2011 John Deere 544k Front End Loader For An Amount Of \$121,240.

Resolution No 954	201
Recommendation- Loader Purchase 3-4-11	202
Equipment usage Report 6-9-10	205
Erb Proposal with State Discount -	208
Erb Proposal without State Discount	209
Repair Proposal - 2-24-11.	210
Security Matters	
Metal Detector Survey 2/16/11	211
Deer Management	
email from Erin Shank re. suggested alternatives.	212
deer auto accident report	214
map of roadside deer carcass disposals	216
MDC Urban Deer Mgmt Guidelines.	217
Olive Blvd TDD Agreement Exit Strategy	
Olive TDD Close-Out Options 10-2010	223
Email Request - Laura B - TDD options and voting record 09-29-10.	225
12/2006 Ward 4 - Eminent Domain	226
11/22/10 CreveCoeurVoter.com editorial - Dr. Robert Hoffman - Ward 3 election	227
11/22/10 CreveCoeurVoter.com editorial - you paid for it.	229
11/2006 - Ward 4 column - Civics 101 exit stratgy and due diligence	231
Subdivision Street Lighting Policy	
Resolution 430 - Street Lighting Policy	232
Court Receipts	
Memo, Court Receipts, 3-9-11	237



**AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, March 14, 2011
7:30 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. – 7:00 p.m. – Work Session

7:00 p.m. – Regular Meeting of the City Council

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5295 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. Final Reading**

Summary: An ordinance to amend the FY11 General Fund operating budget for the City of Creve Coeur.

2. CONSENT AGENDA

- a. Council Minutes dated February 28, 2011**

- b. Resolution No. 950 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Outdoor Solutions For Grounds Maintenance Services For The Interstate 270/Olive Boulevard Interchange For The 2011 And 2012 Growing Seasons, For The Sum Of \$28,255.00 For The 2011 Growing Season.**

Summary: Mowing and other landscape-related services for the I-270/Olive interchange have been competitively bid for the 2011 and 2012 seasons, and City staff recommends the award of the contract to Outdoor Solutions based upon the bid results.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, March 14, 2011
7:30 PM

- c. **Resolution No. 951 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Outdoor Solutions For Mowing Services Within The City Right-Of-Way For The 2011 And 2012 Growing Seasons, For The Sum Of \$11,458.90 For The 2011 Growing Season.**

Summary: Mowing services for various locations within the City's right-of-way have been competitively bid for the 2011 and 2012 seasons, and City staff recommends the award of the contract to Outdoor Solutions based upon the bid results.

- d. **Resolution No. 952 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Turfgrass Professionals For Mowing Services In City Parks For The 2011 And 2012 Growing Seasons, For The Sum Of \$25,294.00 For The 2011 Growing Season.**

Summary: Mowing services in the City's parks in 2011 and 2012 have been competitively bid, and City staff recommends the award of the contract to Turfgrass Professionals based upon the bid results.

- e. **Bill No. 5295 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. Final Passage**

Summary: An ordinance to amend the FY11 General Fund operating budget for the City of Creve Coeur.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated March 8, 2011 in the amount of \$332,810.45 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

3. **Bill No. 5294 - An Ordinance Amending Section 240.040 Of The Creve Coeur Code Of Ordinances Pertaining To Greens Fees – Creve Coeur Golf Course. Final Reading and Passage**

Summary: The City is working with GolfNow.com to market its course online. GolfNow.com allows courses to market specific tee times at discounted rates based on demand. An ordinance to amend the City's golf course fees is required to provide staff with the discretion to temporarily discount selected tee times.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, March 14, 2011
7:30 PM

4. Substitute Resolution No. 949 - A Resolution Approving Changes To The Donations Policy and Procedures of the City of Creve Coeur.

Summary: Council Member Rhoades has proposed changes to the donations policy regarding solicitations.

5. Bill No. 5296 - An Ordinance Establishing Revised Donations Policy And Procedures Of The City Of Creve Coeur. First Reading

Summary: This Bill is the same information as discussed with Substitute Resolution No. 949. Once in Ordinance form any alleged violations would be handled in the same manner as a conflict of interest claim.

NEW BUSINESS

6. Bill No. 5297 - An Ordinance To Amend Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Adding Pet Spas As A Permitted Use In Commercial Zoning Districts “MX” Mixed Use, “PC” Planned Community, “GC” General Commercial, And “CB” Core Business, And Establishing Definition For Such Use. First Reading

Summary: Chapter 405 does not currently permit pet spa services within any commercial zoning district. Ellen Parfenov of Willowbrook Dog Grooming has submitted an application to add pet spas to the list of permitted uses in the Planned Community zoning district. Planning Commission has recommended that such uses also be allowed in the “MX” Mixed Use, “GC” General Commercial, and “CB” Core Business districts. Section 205.060 (D), under Article IV Animal Regulations of the Public Health, Safety and Welfare Code will also be amended to include Pet Spas as an exception on the limitation of number of animals kept.

7. Bill No. 5298 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project With The Missouri Highways And Transportation Commission To Enable The City To Construct The West Olive Lighting Project. First Reading.

Summary: The approval of this ordinance will allow the City Administrator to execute the necessary agreements to proceed with an STP-E grant project to install decorative lighting on West Olive between Cross Creek Dr. and Mason Rd.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, March 14, 2011
7:30 PM

- 8. Bill No. 5299 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project With The Missouri Highways And Transportation Commission To Enable The City To Construct The Ladue Road Sidewalk Phase II Project. First Reading**

Summary: Approval of this ordinance will allow the City Administrator to execute a necessary agreement with MoDOT regarding compliance with the terms of an STP-E grant project

- 9. Bill No. 5300 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Maintenance Agreement With The Missouri Highways And Transportation Commission For Black Powder Coat On Traffic Signals And Lighting Facilities On Olive Boulevard (State 340). First Reading**

Summary: Approval of this ordinance allows the City Administrator to execute a maintenance agreement with MoDOT regarding maintenance responsibilities for black powder coating on traffic signals, lighting facilities and visual enhancements along Olive Boulevard.

- 10. Resolution No. 953 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Horner & Shifrin, Inc. For Engineering Services Related To Updates To The City's Storm Water Master Plan For A Fee Not To Exceed \$69,110.00.**

Summary: The City's Storm Water Committee and City staff recommend an update to the City's existing storm water master plan that was developed in 1999.

- 11. Resolution No. 954 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of An Agreement With Erb Equipment Company, Inc. For The Purchase Of A 2011 John Deere 544k Front End Loader For An Amount Of \$121,240.**

Summary: The front end loader is an integral part of the city's public works operations. The current loader 19 years old and is nearing the end of its useful life. The city is able to obtain a replacement at a significant discount under the state contract.

BUSINESS FROM THE MAYOR and CITY COUNCIL

- 12. Delmar Gardens**

Summary: Councilmember Bryant has requested discussion of this matter.



CITY OF CREVE COEUR – AMENDED AGENDA
CITY COUNCIL MEETING
Monday, March 14, 2011
7:30 PM

13. Security Matters

Summary: Continued discussion of this matter, originally requested by Council Member Nealey.

14. Deer Management

Summary: Erin Shank, Urban Wildlife Biologist from the Missouri Department of Conservation, recently met with Councilmember Nealey and City staff to discuss deer management in Creve Coeur. Ms. Shank has suggested alternatives for the City to consider.

15. Olive Blvd TDD Agreement Exit Strategy

Summary: Requested by Council Member Bryant.

BUSINESS FROM CITY ADMINISTRATOR

16. Subdivision Street Lighting Policy

Summary: A question was raised at the February 28 Council meeting regarding the city's subdivision street lighting policy. The policy is attached for discussion.

17. Court Receipts

Summary: Staff is considering a change in procedures for collecting court receipts.

18. Transportation Development District Updates

Summary: Staff will provide an update on the Olive Graeser and the Olive Blvd TDDs.

Pursuant to Section 610.022 RSMo., the City Council 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.

Posted: _____ posted 3/11/2011 2:15 p.m.

Mark Perkins
City Administrator

**AN ORDINANCE AMENDING THE ADOPTED 2010-2011 GENERAL FUND
BUDGET OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS
AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS**

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 28, 2010 BY ORDINANCE NO. 5137, AMENDED BY ORDINANCE NO. 5151 SEPTEMBER 27, 2010 AND, AMENDED BY ORDINANCE NO. 5168 ON DECEMBER 13, 2010,

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO AUTHORIZE ADDITIONAL APPROPRIATIONS TO PAY FOR UNBUDGETED AND UNANTICIPATED EXPENDITURES AND TO UNAPPROPRIATE ITEMS BUDGETED BUT NOT COMPLETED IN VARIOUS CATEGORIES AS PROVIDED IN THE CITY CHARTER AND THE CITY CODE.

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE 2010-2011 FISCAL YEAR, AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$87,394 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND		
CITY CLERK	\$	7,882
MIS		250
FINANCE		2,000
MAINTENANCE		10,000
POLICE - ADMINISTRATION		8,644
POLICE - INVESTIGATIONS		1,563
STREETS		29,300
PARKS		5,500
BUILDING INSPECTIONS		22,255
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	\$	87,394

TOTAL ALL ADDITIONAL APPROPRIATIONS	87,394
--	---------------

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE 2010-2011 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING THE UNAPPROPRIATION OF BUDGETED AMOUNTS IN THE AMOUNT OF \$43,800 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND		
MAINTENANCE	\$	7,600
POLICE - INVESTIGATIONS		5,000
POLICE - PATROL		5,700
STREETS		20,000
BUILDING INSPECTION		5,500
TOTAL UNAPPROPRIATIONS-GENERAL FUND	\$	43,800

TOTAL ALL ADDITIONAL UNAPPROPRIATIONS	\$ 43,800
--	------------------

SECTION 3. THE ANNUAL GENERAL FUND OPERATING BUDGET FOR FISCAL YEAR 2010-2011 AS ADOPTED, IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES:

ACCOUNT	AMOUNT
ELECTRIC	\$ 300,000
NATURAL GAS	(75,000)
INTEREST ON INVESTMENTS	(100,000)
TOTAL GENERAL FUND REVENUES	\$ 125,000

SECTION 4. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO THE PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2011.

A.J. WANG
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____ 2011.

AJ Wang, Council President
Acting for Mayor During Temporary
Absence Pursuant to Section 3.4
Of the City Charter

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



MEMORANDUM

DATE: February 24, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Fiscal Year 2011 Budget Amendment #3

During the fiscal year it becomes necessary to adjust the adopted budget. Since the last budget adjustment in December 2010 a number of events have occurred that will require an adjustment to the fiscal year 2011 budget adopted on June 28, 2010. Some of the more significant adjustments are as follows:

1. Maintenance of Municipal Property
One building custodian position was eliminated, and the work was outsourced. As a result salaries and benefits were reduced and the building and grounds maintenance contractual line item was increased. Net change was an increase of \$2,400, although savings will be realized in future years.
2. Patrol (overtime)
\$8,000 increase. Due to manpower shortages in police-administration more overtime was required.
3. Investigation (overtime)
\$5,000 decrease. Less overtime was needed than anticipated.
4. Streets (salaries)
\$20,000 decrease. Due to a number of vacancies in the street department salary expense was less than anticipated.
5. Streets (snow removal)
\$15,000 increase. Due to abnormally high snow accumulations this year more funds were required for snow removal.
6. Building Inspectors (salary and benefits)
\$22,225 increase. A recommendation has been made to retain the building inspector hired as a result of the St. Johns contract with the city. This position was originally budgeted to be eliminated on March 31, 2011. As a result of the increased workload and the recommended implementation of the new rental property inspection program this position needs to be retained. Attached to this memo you will find information from the Chief Building Official concerning the new inspection program and building inspector workloads.

7. Electric service (tax revenue)

Increase \$300,000. A large rate increase by Ameren and abnormal usage last summer has resulted in higher than anticipated revenues.

8. Interest revenues

\$100,000 decrease. A significant drop in interest rates (50% or above) from May 2010 through September 2010 has dramatically reduced interest revenues. Due to the historically low interest rates the city has maintained an unusually short investment portfolio. This also has affected the investment return. In January and February we are beginning to see rates move upward.

I would be pleased to respond to any questions.

**THIRD BUDGET ADJUSTMENTS
2011**

ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	
GENERAL FUND REVENUES				
Electric	01-00-00-4201	Increase in revenues due to rate increase and increased summer usage	300000	
Natural Gas	01-00-00-4202	Decreased revenues due to reduction in gas purchase price to supplier	-75000	
Interest on Investments	01-00-00-4703	Decrease due to substantial drop in interest rates during in 2010. Rates for 5yr and 3yr treasuries dropped over 50% between May and September	-100000	
TOTAL REVENUE ADJUSTMENTS				
	TOTAL		125,000	
GENERAL FUND EXPENDITURES				
Office Equipment Maintenance(City Clerk)	01-11-13-6213	Office expense for updated City Council recording device unanticipated	1882	
Election Expenses(city clerk)	01-11-13-6263	Unanticipated election expense for Sales Tax election	6000	7882
Overtime(MIS)	01-12-51-5103	Unanticipated OT for IT Tech	250	250
Salaries-Temp Employees(Finance)	01-13-11-5102	Addition part-time help required due to extensive Medical leave	2000	2000
SalariesPermanent Employees(Maintenance)	01-16-11-5101	Reduction due elimination of position as a result of contracting out work	-3600	
Health Insurance (Maintenancs)	01-16-11-5230	Reduction due elimination of position as a result of contracting out work	-4000	
Building and Grounds Maint.(Maint)	01-16-11-6212	Increase due to Building cleaning contract	10000	2400
Overtime(Police Admin)	01-21-11-5103	More OT than anticipated	8000	
Holiday Pay(Police Admin)	01-21-11-5106	More Holiday pay than anticipated	644	8644
Overtime(Investigation)	01-21-21-5103	Less OT than anticipated	-5000	
Workers Compensation(Investigation)	01-21-21-5243	Workers Compensation Higher than anticipated	1563	-3437
Workers Compensation(Patrol)	01-21-22-5243	Workers Compensation less than anticipated	-5700	-5700
Salaries(Streets)	01-31-41-5102	Reduction due to position not filled and other vacancies	-20000	
Overtime(Streets)	01-31-41-5103	OT higher due to snow storms	5000	
Temp-Professional Services(Streets)	01-31-41-6207	Temp services higher than anticipated due to position not filled	4300	
Vehicle Maintenance(Streets)	01-31-41-6210	Higher than anticipated	5000	
Snow Removal(Streets)	01-31-41-7310	Snow removal supplies more usage than anticipated	15000	9300
Overtime(Parks)	01-31-43-5103	Higher than anticipated OT	3000	
Dog Park(Parks)	01-31-43-6247	Not Budgeted for 2011	2500	5500
Salaries(Building Inspection)	01-32-61-5101	Building Inspector only Budgeted for 9 months	16150	
Overtime(Building Inspection)	01-32-61-5103	More OT than anticipated	2500	
Health Insurance(Building Inspection)	01-32-61-5230	Building Inspector only Budgeted for 9 months	2200	
Social Security(Building Inspection)	01-32-61-5240	Building Inspector only Budgeted for 9 months	1405	
Workers Compensation(Building Inspection)	01-32-61-5243	Workers Compensation less than anticipated	-5500	16755
TOTAL EXPENDITURE ADJUSTMENTS			43594	43594
	ACCOUNT			

ACCOUNT	NUMBER	DESCRIPTION	AMOUNT
		ENTERPRISE FUND-REVENUES	
		ENTERPRISE FUND-REVENUES-CONTINUED	
TOTAL ENTERPRISE FUND REVENUE ADJUSTMENTS			0
		ENTERPRISE FUND-EXPENDITURES	
TOTAL ENTERPRISE FUND EXPENDITURE ADJUSTMENTS			0
		CAPITAL FUND REVENUES	
TOTAL CAPITAL FUND REVENUE ADJUSTMENTS			0
		CAPITAL FUND EXPENDITURES	
TOTAL CAPITAL FUND EXPENDITURE ADJUSTMENTS			0
		EXPENDITURE SUMMARY	
GENERAL FUND ADDITIONAL APPROPRIATIONS			87394
GENERAL FUND UNAPPROPRIATIONS			43800
NET INCREASE/DECREASE IN GENERAL FUND APPROPRIATIONS			43594
ENTERPRISE FUND ADDITIONAL APPROPRIATIONS			
ENTERPRISE FUND UNAPPROPRIATIONS			
NET INCREASE/DECREASE IN ENTERPRISE FUND APPROPRIATIONS			
CAPITAL FUND ADDITIONAL APPROPRIATIONS			0
CAPITAL FUND UNAPPROPRIATIONS			0
NET INCREASE/DECREASE IN CAPITAL FUND APPROPRIATIONS			0
TOTAL ADDITIONAL APPROPRIATIONS ALL FUNDS			0
TOTAL UNAPPROPRIATIONS ALL FUNDS			0
TOTAL TRANSFERS ALL FUNDS			0
		REVENUE SUMMARY	
GENERAL FUND ADDITIONAL REVENUES			300000
GENERAL FUND REDUCTION IN REVENUES			175000
NET INCREASE/DECREASE IN GENERAL FUND BUDGET REVENUES			125000
ENTERPRISE FUND ADDITIONAL REVENUES			

ENTERPRISE FUND REDUCTION IN REVENUES
NET INCREASE/DECREASE IN ENTERPRISE FUND BUDGET REVENUES

CAPITAL FUND ADDITIONAL REVENUES
CAPITAL FUND REDUCTION IN REVENUES
NET INCREASE/DECREASE IN CAPITAL FUND BUDGET REVENUES

TOTAL ADDITIONAL REVENUES ALL FUNDS	175000
TOTAL REDUCTION IN REVENUES ALL FUNDS	125000

CITY OF CREVE COEUR
Department of Community Development
BUILDING DIVISION

MEMORANDUM

TO: Mark Perkins, City Administrator

CC: Paul Langdon, Director of Community Development

FROM: Steve Unser, Chief Building Official

DATE: February 11, 2011

RE: Amending the FY 2011 Budget to Retain the 2nd Commercial Building Inspector Position.

The sixth year of the building inspection agreement between the City and St. John's Mercy Health Care expires on March 27, 2011. It will not be renewed.

The 2nd Commercial Building Inspector position was created on 2/7/2005 as a result of the signing of this building inspection agreement on 3/28/2005. St. John's Mercy Health Care was willing to fund this position (\$572,412 over 6 years) because of their increased need for numerous, time-consuming and 'on-demand' type daily inspections during the construction of the Heart Hospital Tower, Patient Tower B, Surgery Center Addition and other 'fast-track' projects.

The original concept of this inspector position being dependent on the lifetime of the building inspection agreement needs to be re-visited.

During FY 2006, the building division staff numbered 8.5 positions; namely, 1 chief building official, 1 senior plans examiner, 1 plans examiner, 2 commercial building inspectors, 1 residential building inspector, 1 code enforcement officer, 1 office associate and 0.5 office assistant for a total of 340 available man-hours per week. Shortly before the beginning of FY 2010, the building division staff was reduced to 6.0 positions; namely, 1 chief building official, 1 senior plans examiner, 2 commercial building inspectors, 1 residential building inspector and 1 office associate for a total of 240 available man-hours per week.

As a result of this staff reduction, the building division had to re-define duties and re-distribute the work load. The loss of the office assistant meant that the building inspectors not only make their daily building inspections but now also enter their inspection results in the permit tracking system and file the inspection results in each permit folder. The loss of the code enforcement officer meant that the responsibility of investigating any complaints not related to building code enforcement (i.e. violations of the exterior maintenance codes, high weeds/grass, dead trees, litter, illegal parking of vehicles, etc.) now falls on the shoulders of

the 3 building inspectors. The building inspectors now type and mail any violation notices and make the necessary re-inspections to gain compliance. Tables I and III demonstrate the impact complaint inspections have had on the building inspectors' workloads during FY 2010 and FY 2011.

While Table I shows a gradual decline in the average number of inspections per day per inspector (from 9.1 in FY 2006 to 6.3 in FY 2010) it does not consider the administrative time the inspectors now have to spend after making these inspections during FY 2010 that they did not have to spend during previous fiscal years. Table I also shows a projected upward trend in the average number of inspections per day per inspector to 8.7. A reasonable average number of inspections per day per inspector (depending on the type and duration of each inspection) would be between 8-10. When this number is exceeded, the senior plans examiner and/or the chief building official provide assistance.

Table III shows that the 2nd Commercial Building Inspector (Patrick Burke) made 777 of the 1,538 commercial inspections completed during the first 6 months of FY 2011. If this position had been discontinued at the start of this fiscal year, the average number of commercial inspections per day per commercial building inspector would be 12.3 (based on 1 commercial building inspector) instead of 6.15 (based on 2 commercial building inspectors). Many of these commercial building inspections were made when the 1st Commercial Building Inspector (Dennis Woods) was on vacation or out sick.

Table III also shows that of the 1,102 inspections completed by the 2nd Commercial Building Inspector so far this fiscal year, 196 have been residential building inspections. This versatility has given the building division the coverage it needs when the residential building inspector is on vacation, out sick or needs assistance.

Table II projects that once the Apartment Re-Occupancy Program begins on 6/1/2011, approximately 2.2 inspections per day will be added to each of the 3 building inspector's daily work load. This will increase the number of daily inspections for each building inspector from 8.7 to 10.9. If it is decided to eliminate the 2nd Commercial Building Inspector position, it would be recommended not to proceed with the Apartment Re-Occupancy Program at this time.

The elimination of this position will have an adverse impact on certain building division service levels.

1. Because it will be unreasonable to expect the 2 remaining building inspectors to perform more than 8-10 quality building inspections per day, the chief building official and the senior plans examiner would need to perform any inspections that exceed these numbers. This will result in lengthening the time it takes to complete plan reviews and issue building permits. The archiving and escrow release processes will also be adversely effected.
2. When one of the 2 remaining building inspectors is on vacation or out sick the CBO or senior plans examiner will be making those inspections.
3. The commitment to make 'next day' inspections will not always be satisfied.
4. The ability to make 'timed' inspections for residents will be hampered.

5. The need of some projects to have multiple 'same-day' inspections will not be met.
6. Additional energy conservation inspections (insulation, pressurizing ducts to determine air leakage) required by the adoption of the 2009 International Residential Code will be more difficult to make.

While it is true that this position came about 6 years ago as a result of the building inspection agreement with St. John's Mercy Health Care, the loss of 2.5 other positions from the building division since this agreement was signed, the resulting expanded duties that had to be added to this position and the city's need for an Apartment Re-occupancy Program justify the 2nd Commercial Building Inspector position remaining in place beyond the agreement's March 27, 2011 expiration date.

CITY OF CREVE COEUR
DEPARTMENT OF COMMUNITY DEVELOPMENT
BUILDING DIVISION

TABLE I.
Building Permits Issued and Inspections Completed

Fiscal Year	Building Permits Issued	Building Inspections Completed	Commercial Occupancy Inspections Completed	Complaint Inspections Completed	Total Inspections Completed	Average Number of Inspections per Day per Inspector ** (3 building inspectors)	Total # of Staff Persons
2006	864	6,689	137	***	6,826	9.1	8.5
2007	833	5,924	66	***	5,990	7.9	8.5
2008	790	5,623	180	***	5,803	7.7	8.5
2009	594	5,101	150	***	5,251	7.0	8.5
2010	686	3,562	152	1,023	4,737	6.3	6.0
2011*	776	5,114	84	1,290	6,488	8.7	6.0

*Projections based on first 6 months of this fiscal year.

**Based on 250 working days per fiscal year.

***Did not track. City had a code enforcement officer during these fiscal years who made the complaint inspections. Beginning FY2010, the city's 3 building inspectors also began making the complaint inspections.

TABLE II.
Projected Certificates of Occupancy Issued and Inspections Completed
Per the Apartment Re-Occupancy Program
For Any Given Fiscal Year

Fiscal Year	Certificates of Occupancy Issued*	Apartment Re-Occupancy Inspections Completed**	Average Number of Re-Occupancy Inspections per Day Per Inspector*** (3 building inspectors)	Total # Of Staff Persons
Any Given FY	1,183	1,675	2.2	6.5****

*Based on a 40% turnover rate for 2908 apartment units.

**Based on 1,183 initial inspections and 50% (592) of the units being reinspected.

***Based on 250 working days per fiscal year.

****Based on a part-time office assistant (20 hours per week) being added to staff.

CITY OF CREVE COEUR
DEPARTMENT OF COMMUNITY DEVELOPMENT
BUILDING DIVISION

TABLE III.
TYPE AND NUMBER OF INSPECTIONS COMPLETED
BY EACH BUILDING INSPECTOR
FROM 7/1/2010 THROUGH 12/31/2010

Types of Inspections Completed	Dennis Woods, Commercial Bldg. Inspector	Patrick Burke, Commercial Bldg. Inspector	Scott Bolls, Residential Bldg. Inspector	Staff Totals
Commercial Footing	26	83	3	112
Residential Footing	3	27	86	116
Commercial Foundation	29	59	1	89
Residential Foundation	3	10	27	40
Commercial Framing	197	109	2	308
Residential Framing	8	39	164	211
Commercial Ceiling Cover	119	74	1	194
Commercial Drywall	163	84	4	251
Residential Drywall	6	21	60	87
Commercial Final	171	97	0	268
Residential Final	5	31	247	283
Residential Mechanical	5	29	155	189
Commercial Masonry Block	10	222	0	232
Commercial Fire Alarm	33	7	0	40
Certificate of Occupancy	20	22	0	42
Retaining Wall	24 commercial	39 residential 20 commercial	54 residential	137
Complaint Inspections	72	129	444	645
Total Inspections Completed / Average per Day	894 / 7.2	1,102 / 8.8	1,248 / 10.0	3,244



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, February 28, 2011
7:00 PM**

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Acting Council President Bryant at the Creve Coeur Government Center, 300 North New Ballas Road on Monday, February 28, 2011.

PLEDGE OF ALLEGIANCE

Acting Council President Bryant led the Pledge of Allegiance.

INVOCATION

Acting Council President Bryant asked everyone to keep Mayor Dielmann in their thoughts as he continues to make his recovery.

ROLL CALL

The following members were in attendance:

Mr. Kistner	Council Member Ward I
Mrs. Nealey	Council Member Ward II
Mr. Haddenhorst	Council Member Ward III
Mr. Hoffman	Council Member Ward III
Mrs. Rhoades	Council Member Ward IV
Ms. Bryant	Council Member Ward IV

* - Mayor Dielmann, Council Member Wang, Ward II and Council Member Kreuter, Ward I were absent.

COMMENTS FROM THE GENERAL PUBLIC

Mel Klearman resident of 739 Bergerac Drive suggested strategies to raise revenues for current merchants and assist to fill vacant buildings. Mr. Klearman stated he will be attending the Creve Coeur Economic Development Commission meeting in April.

ACCEPTANCE OF AGENDA

Council Member Haddenhorst moved, seconded by Council Member Hoffman to approve the agenda as presented.

Council Member Kistner requested the addition of Item 7A – Census under Business from Mayor and City Council.

Council Member Haddenhorst moved, seconded by Council Member Hoffman to approve the agenda as amended, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

Council Member Hoffman – Aye
Council Member Bryant – Aye
Council Member Rhoades – Aye
Council Member Haddenhorst – Aye
Council Member Nealey – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried.

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month
6:00 p.m. – 7:00 p.m. – Work Session
7:00 p.m. – Regular Meeting of the City Council

1. CONSENT AGENDA

Council Member Rhoades moved seconded by Council Member Nealey to approve the Consent Agenda as presented.

a. Council Minutes dated February 14, 2011

Acting Council President Bryant called the question for the approval of the Consent Agenda as presented, with the vote upon such motion being as follows, to-wit:

Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated February 23, 2011 in the amount of \$250,812.02 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 2. Bill No. 5293- An Ordinance Repealing Ordinance Number 2205, Ordinance Number 3090, Ordinance Number 4068, And Ordinance Number 5039, And Approving A New Master Signage Plan Pursuant To Section 405.950.6 Of The City Of Creve Coeur's Code Of**



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

**Ordinances For The Plaza Motors Campus Located Within The “CB”
Core Business District. Final Reading and Passage**

City Clerk read Bill No. 5293 for the final time.

Council Member Rhoades moved, seconded by Council Member Haddenhorst to approve Bill No. 5293, with the vote upon such motion being as follows, to-wit:

Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5293 becomes Ordinance No. 5178.

**3. Resolution No. 949 - A Resolution Approving Changes To The
Donations Policy And Procedures Of The City Of Creve Coeur.**

City Clerk read Resolution No. 949.

Council Member Rhoades moved, seconded by Council Member Nealey to approve Resolution No. 949.

Council Member Rhoades moved, seconded by Council Member Kistner to substitute Resolution No. 949, with the vote upon such motion being as follows, to-wit:

Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried.

Council Member Rhoades stated the gist of it is that it doesn't really prohibit solicitations on behalf of the City in any significant manner than there was before with just Section 4 regarding donations. The difference is that if a donation would be over \$1,000 the City Administrator would ask the City Council in advance for a vote of approval and anything less than \$1,000 the City Administrator would approve in advance. The new Item 3 clarifies that other than requests made on behalf of the City as an entity, no one officials or employees can solicit for any other purpose with any company or individual doing business with the City. The new Item 4 basically



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

states that if anyone seeks a donation on behalf of the City then they must make clear that such solicitations are not connected or presented as request for payment for services rendered and to avoid any sense of impropriety. They have to clarify up front that there are no strings attached and have to make an open declaration of that. Council Member Rhoades stated the rest of the items were simply renumbered.

Council Member Haddenhorst stated in the fourth whereas it states City Officials and asked for clarification who qualifies as City Officials.

Council Member Rhoades stated those individuals that are appointed or elected.

Council Member Kistner stated she was not at the last meeting and asked about the purpose of this resolution.

Council Member Rhoades stated a large part of the recitals were lifted directly out of the original resolution approved in 2004 and most of the verbiage was preexisting from 2004. Most of Section 5 was modeled after Carl's review of the United States Congress policies. The purpose of this along with the new Federal policy is to clarify that no one is supposed to use their position to solicit for other purposes.

Carl Lumley stated the substantive changes were really Section 5 and the three main points are: (i) before there is a solicitation it should be approved, (ii) other than for the City people should not be using their official positions to support their favorite charity with anyone that is currently doing business with the City and (iii) campaign contributions are subject to separate regulations and not this policy.

Bob Fry resident of 805 Country Manor Lane suggested once this resolution has passed to pass along the new information to any potential vendors in bid packets that the City puts out.

Council Member Hoffman read and submitted Exhibit A (email from Mark Pasewark) into the record.

David Caldwell resident of 257 Brooktrail Court stated appointed and elected officials should accept the responsibility of managing the actions of their family members and the penalty should be the same as if the member did it themselves.

Council Member Haddenhorst asked how far do we take that responsibility and where do you stop the family relationship.

David Caldwell stated it would be up to Council to define that.

Bob Kent observed that if there is collusion with an official, then the conduct would be prohibited regardless of whether there was a family relationship.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

Council Member Hoffman moved, seconded by Council Member Haddenhorst to defer Substitute Resolution No. 949 until the March 14 Council meeting, with the vote upon such motion being as follows, to-wit:

Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades – Aye
Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried.

NEW BUSINESS

4. Bill No. 5294 - An Ordinance Amending Section 240.040 Of The Creve Coeur Code Of Ordinances Pertaining To Greens Fees – Creve Coeur Golf Course. First Reading

City Clerk read Bill No. 5294 for the first time.

Mark Perkins stated staff has been working for several months looking at a variety of aspects of our golf course operations and how we can better market the course. We have experienced what so many courses around the country and St. Louis have in terms of a down turn in play. There are fewer golfers everywhere and it is becoming a problem. St. Louis has become somewhat saturated with golf courses. The City needs to look at how to better market the course to attract more golfers. Staff is planning to use Golf Now which is an online tee booking system that offers discount rates during various times. In order to use this program to the fullest extent we will need some flexibility in our rates during these times. Staff has been talking to a number of firms to look at various options of outsourcing the course and the consensus is that the course is just too small to benefit from outsourcing the course operations. Mark Perkins stated staff is not recommending outsourcing at this time but have received a lot of good ideas from the firms that we spoke with and are looking at implementing some of those. Staff is considering cutting some maintenance staff to reduce costs at the course.

Mel Klearman suggested allowing shorter rounds.

5. Bill No. 5295 - An Ordinance Amending The Adopted 2010-2011 General Fund Budget Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. First Reading

City Clerk read Bill No. 5295 for the first time.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

Mark Perkins stated the staff is requesting to continue the building inspector position beyond the contract that the City currently has with St. Johns which is expiring at the end of March. With 2.5 positions down in staffing in the Building Department over the last couple of years there are only three inspectors, one plans examiner and the director along with a clerk. Eliminating this position will make things difficult in this department especially given the plans to implement an apartment reoccupancy program. With the new program the building department should come close to a wash in terms of retaining this position. Staff does not feel that the new program could be implemented without retaining the third inspector position. Staff plans to have an ordinance forthcoming regarding the reoccupancy program to the Council hopefully by the second meeting in March.

BUSINESS FROM THE MAYOR and CITY COUNCIL

6. Security Matters

Council Member Nealey stated we have received more information regarding the use of metal detectors by surrounding municipalities.

Mark Perkins stated the survey was included in the Council packet.

Council Member Nealey stated she is proposing instituting the use of metal detectors for Council meetings.

Council Member Kistner stated she missed the discussion at the previous Council meeting and indicated that she has been to neighboring Council meetings that use the metal detectors and found them to be non-invasive. Council Member Kistner stated she feels that the use of the metal detectors not only protects the Council but also protects everyone in the room.

Council Member Nealey stated this isn't trying to set up an "us against them" atmosphere but rather to protect everyone who is present in the room during a meeting.

Council Member Rhoades asked what it would take to implement.

Chief Eidman stated hours of support staff would be shifted to accommodate to keep the security to one officer on the metal detector.

Mark Perkins stated there would probably be some increase in overtime costs.

Council Member Bryant asked if the metal detectors would be used for Planning and Zoning and Board of Adjustment also since public hearings have been moved to their meetings.

Council Member Haddenhorst stated he is in favor of moving forward and feels we can't put a price tag on safety in this environment.

Council Member Hoffman stated we should err on the side of caution as we never know when someone is going to crack.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

Mark Perkins stated staff will have some discussions with Planning and Zoning regarding their feelings on the use of the metal detectors. Mark Perkins stated after discussions with staff and Planning and Zoning Commission we can report back to Council on what feelings are and estimated cost for funding.

Mel Klearman mentioned the importance of escape routes.

7. Deer Management

Council Member Nealey stated she has received more complaints from residents of Ward II as we currently don't have any ordinances in place and should seriously consider getting something implemented for the growing populations of deer as well as those residents who feed them.

Tom Evans resident of 119 Royal Gate stated he is asking for help from elected officials and city staff. The deer population is creating a real danger for the City.

Robert Kent resident of 13084 Fern Trails offered information on how he and his neighbors deterred the deer from their property using high frequency sound devices.

David Caldwell requested that Council Member Nealey asked what the Conservation Department and neighboring municipalities are doing about the growing number of coyotes.

Council Member Nealey stated she has a meeting with Mr. Shank of the Department of Conservation and will bring back recommendations and options for a plan of action for Council to consider.

7A. Census

Council Member Kistner stated according to the census figures Creve Coeur has grown about eight percent and with that growth it would appear that we may need to consider redrawing Ward boundaries.

Mark Perkins stated the City has not received the complete figures from the Census with the breakdown of the numbers. Mark Perkins stated part of the increase from the 2000 Census was the addition of Warson Village Apartments which was originally not included in the count.

BUSINESS FROM CITY ADMINISTRATOR

8. Street Lighting for Olive TDD and Olive/Graeser TDD

Mark Perkins stated Jim Heines is going to review the street lighting for two sections on Olive Blvd.

Jim Heines reviewed street lighting along Olive beginning at Olive/Ballas heading east to Olive/Graeser.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

Council Member Bryant asked if there are any street lighting standards in place.

Jim Heines stated no.

Council Member Bryant asked when we put in a new subdivision street how do we know what to ask for from the developer?

Jim Heines stated there is a list of selections from Ameren UE and the lights are installed by Ameren UE. The City then ends up assuming the lighting bills from Ameren.

Council Member Bryant asked who determines how many?

Mark Perkins stated there is a policy where the city does pick up the cost of the electricity to run the lights and it is only on certain spacing. It is essentially at corners and some other distance requirements. This policy is only for new subdivisions coming in but don't believe that we have a general street lighting requirement.

Jim Heines stated no there are no requirements.

Council Member Rhoades asked are we planning on drafting a light policy.

Paul Langdon stated it depends on the character of the streets. Some communities work very hard to have dark streets and others work on night sky ordinances. From those perspectives Mr. Langdon stated he is not in a hurry to see additional street lighting except in those cases where safety is an issue. Mr. Langdon stated personally he feels lighting should be kept to a minimum.

Jim Heines stated MoDOT is focusing on lighting the intersections where there is more than one movement.

David Caldwell resident 257 Brook Trail Court stated he takes exception to what Mr. Heines just presented. First of all haven't we all heard before the TDD's promise something and it never happens? Mr. Heines just said many of these lights that are currently installed will be turned on. There is a creditability problem because there were more lights along Olive then what was just presented by Mr. Heines. The real problem is the lack of a policy. Mr. Caldwell stated he also disagrees with Mr. Langdon's point of view regarding the lights. For Olive Blvd lighting should be desirable particularly when discussing a pedestrian friendly environment. There is a huge difference between what is on Olive Blvd west of Hwy 270 and there is more funding proposed to be allocated in the CIP for even more lighting along Olive Blvd west of Hwy 270. Boy now isn't that a policy to spend a half a million west of Hwy 270 and zero on lighting east of Hwy 270.

Mark Perkins stated the \$530,000 is going to be 60% funded by grant.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

David Caldwell stated he is not talking about where the money is coming from but rather that the money is being spent at all.

Mark Perkins stated only because we have an existing plan in place and we have conduit and locations for the lighting. We don't have all those items for areas east of Hwy 270.

David Caldwell stated once again no policy and no planning. Where is the plan for the lighting between Hwy 270 and Lindbergh? The plan for the TDD was to take down all the lighting and only leave up the lighting at the intersections.

Mark Perkins stated that is not true and the TDD did have plan. The median was discussed but there isn't any room to install lighting in the medians so the lighting was moved to the sidewalks. But of course the TDD will not be putting any lighting in because there is no money.

David Caldwell stated the TDD has two million.

Mark Perkins stated the TDD does not have two million dollars they have \$800,000 to one million.

David Caldwell stated the previous report given by Mr. Heines does not answer the question at all. There is no plan now to bring the streets back to a condition which is what was there and why don't you have a public hearing to ask the people what they think.

Mark Perkins stated the TDD plan, even as it now stands, without the decorative lighting, has lighting between the block we are talking about. The plan does call for lighting that does illuminate the intersection that is 900 feet long. A discussion has taken place to possibly put in a light at the bus stop along that section of Olive Blvd. This stretch looks somewhat dark because there is a vacant lot on the north side that has significant frontage. Mark Perkins stated when that is developed that will provide a natural degree of lighting. It does get back to that if the community does want to do lighting above what MoDOT standards are then we can certainly do that.

Council Member Bryant stated the lighting plans can also be included in the downtown plan for more pedestrian friendly lighting of the area.

Mark Perkins stated correct.

David Caldwell stated one other item in the presentation by Mr. Heines in that he stated the City took over the maintenance of subdivision street lights.

Mark Perkins stated he isn't certain that he said that. What was said is that the City would pay the lighting bill for the basic Ameren light. If we do have decorative lighting in a subdivision the City will not maintain decorative fixtures but will pay the basic bill.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

David Caldwell stated in his subdivision the biggest portion of their budget is to pay for the electric for the street light.

Mark Perkins stated staff would need to look into it.

David Caldwell stated he feels that there is complete lack of policy and information in this whole area whether is along Olive or in subdivisions.

Council Member Bryant stated to Mr. Caldwell that his subdivision lighting question will have to be taken up with City staff and Mr. Langdon will discuss with Planning and Zoning if they would want to take up consideration of a policy for street lighting along Commercial Districts.

Council Member Kistner moved, seconded by Council Member Haddenhorst go into Executive Session at 8:59 p.m., pursuant to Section 610.020 (1) (legal matters), (3) (personnel) and Section 610.022, with the vote upon such motion begin as follows, to-wit:

Council Member Nealey – Aye
Council Member Hoffman – Aye
Council Member Bryant – Aye
Council Member Kistner – Aye
Council Member Rhoades - Aye
Council Member Haddenhorst – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried.

Council Member Kistner moved, seconded by Council Member Hoffman to adjourn Executive Session at 9:22 p.m. with the vote upon such motion being as follows, to-wit:

Council Member Bryant – Aye
Council Member Hoffman – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member Kistner – Aye
Council Member Haddenhorst – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried.

Council Member Haddenhorst moved, seconded by Council Member Kistner to adjourn at 9:23 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Nealey – Aye
Council Member Haddenhorst – Aye
Council Member Rhoades - Aye
Council Member Bryant – Aye



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, February 28, 2011
7:00 PM

Council Member Hoffman - Aye
Council Member Kistner – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried.

Deborah Ryan
City Clerk

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 Of The City Charter

RESOLUTION NO. 950

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH OUTDOOR SOLUTIONS FOR GROUNDS MAINTENANCE SERVICES FOR THE INTERSTATE 270/OLIVE BOULEVARD INTERCHANGE FOR THE 2011 AND 2012 GROWING SEASONS, FOR THE SUM OF \$28,255.00 FOR THE 2011 GROWING SEASON.

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place to live, work, and drive, and

WHEREAS, the City has dedicated funding for maintenance of the landscaped areas at the intersection of Interstate 270 and Olive Boulevard, and

WHEREAS, such grounds maintenance will have a positive impact on residents and visitors, and

WHEREAS, these services have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances, and

WHEREAS, Outdoor Solutions submitted the lowest and best bid, which provides for a two-year term and grants the City the option to extend for another (third) year, with the itemized prices to increase based on specified CPI changes subject to a maximum increase of 5% per year,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1. The Contract between Outdoor Solutions and the City attached hereto as Exhibit A is hereby approved and the execution is hereby authorized. The Contract as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 14^h day of March, 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

Attest:

Deborah Ryan, MRCC
City Clerk

EXHIBIT A

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2011, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and Outdoor Solutions with offices at 1400 Shawnee Court, Arnold, MO 63010 (hereinafter called the "Contractor") for the project identified as **2011-2012 Grounds Maintenance Services** (hereinafter called the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I

The Contract Documents

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Non-Collusion Affidavit
- 5) Construction Plans, Specifications, and Details
- 6) Construction Schedule
- 7) All Addenda and all Modifications issued after execution of this Contract
- 8) The Saint Louis County Standard Specifications for Highway Construction, dated January 1, 1997, including all supplemental revisions and updates through January 1, 2011, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 9) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Period of the Agreement and Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence on March 21, 2011, and shall terminate in November 2012. The City shall have the option, at its sole discretion, to extend the Contract for an additional one (1) growing season, running from March 2013 through November 2013. Should the City elect to exercise this option, the City shall give written notice of the intent to exercise this option no later than March 1, 2013.

ARTICLE IV

The Contract Sum and Payments

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work performed, in accordance with the General Conditions and the Itemized Bid Form, the City shall pay the Contractor for the performance of the Work the sum of \$ 28,255.00 (the "Contract Sum") as follows:

- (1) Monthly pay periods. On or about the twentieth day of each month, one-hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated into the Work, and one-hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;
- (2) Final payment. Upon completion of the Work and final acceptance by the City, a sum sufficient to increase the total payments to one-hundred percent (100%) of the

Contract Sum, amended as necessary according to adjustments to the work made in compliance with Article VII of this Agreement, shall constitute the final payment.

- (3) Subsequent Year(s). The City shall pay the Contractor for the performance of the Work in 2012 (and 2013, if applicable) based upon the same schedule of rates as shown in the Itemized Bid Form, but increased by the percentage increase (if any) in the cost of living between March 2011 and the month of April in the year in which the Work is performed. The cost of living will be determined by the "Consumer Price Index for All Urban Consumers: Transportation (CPITRNNS)," as published by the Bureau of Labor Statistics of the United States Department of Labor. Payment for services shall not decrease due to fluctuations in the cost of living; however, no annual increase shall exceed 5%.

ARTICLE V

Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work which shall indicate the proposed sequence and dates for starting and completing the various aspects of the Work on a site-by-site basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures throughout the project which adequately address the traffic control plan at each location of the proposed Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration.

The Notice To Proceed shall be issued within ten (10) working days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated

damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire, or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the

Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, as determined and approved by the Director of Public Works.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by a fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or

labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

The Contractor shall meet the insurance requirements of the Missouri Department of Transportation (MoDOT) for work within the MoDOT right of way.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of race, color, religion, sex, national origin, or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation, either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or

equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin, or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of the foregoing paragraphs conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, tools, and equipment, and shall perform all tasks necessary to complete the Work, as specified in the Contract Documents. The Scope of Work generally includes mowing, litter removal, weeding, pest control, fertilization, and other landscape-management services at the intersection of Interstate 270 and Olive Boulevard within

the City of Creve Coeur and provides for items as more specifically described in the Technical Specifications.

All work shall be done to the complete satisfaction of the Director of Public Works for the City of Creve Coeur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

By: _____
"Contractor"

Printed Name

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 8, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Doug Seely, Foreman and City Arborist
Matt Wohlberg, City Engineer

SUBJECT: Recommendation of Award
2011-2012 Parks, Right-of-Way, and Grounds Maintenance Services

The existing contracts for mowing and maintenance services in the City's parks and right-of-way areas were signed in 2009 and have reached the end of their terms of agreement. City staff has released an updated version of the contracts for bid, has reviewed the bids carefully, and makes the following recommendation of award.

Bidding

The City advertised an invitation for bids for the Parks, Right-of-Way, and Grounds Maintenance Services contract for the 2011-2012 seasons on January 31, 2011. The invitation for bids was listed in *The Countian* newspaper on February 3, 8, 10, 15, and 17, it was posted on the City's website, and it was sent by facsimile to nine (9) companies who bid on the previous maintenance contract.

City staff hosted fifteen (15) prospective bidders at the project's pre-bid meeting at the Creve Coeur Government Center on February 17, 2011. City staff reviewed the bid requirements with the prospective bidders and explained the City's intent and ability to divide the contract into up to three (3) parts, according to the bids received, in an effort to minimize cost to the City for these services.

City staff also indicated to the prospective bidders that the intent was to award a two-year contract with the City reserving the option to extend the contract for a third year. The bid specifications indicate that the unit bid prices for these services will increase in subsequent years based on the Consumer Price Index for Transportation, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, with a maximum increase of 5% each year.

A total of twelve (12) bids were received and were publicly opened on February 24, 2011. The results of these bids are attached.

Bid Review

Several discrepancies were noted in the bids that were received. The contractors were asked to indicate the unit price per item in both numbers and words, and several contractors made mistakes in doing so. Some math errors were also found. The highlighted fields in the attached bid summary indicate which unit prices and project totals were impacted by correcting the errors that were found.

City staff determined that only one (1) bid (that of Lawn Solutions, LLC, for Part 3: Grounds Maintenance Services) contained too many discrepancies or omissions to consider for award.

The lowest five (5) bids received for each part of the contract are as follows:

Part 1: Parks Maintenance Services

1. Turfgrass Professionals\$ 25,294.00
2. Loyett Landscaping.....\$ 33,212.00
3. GPM.....\$ 33,835.00
4. Hi-Tech Landscape\$ 33,875.00
5. Greenwood Group.....\$ 34,272.00

Part 2: Right-of-Way Maintenance Services

1. Outdoor Solutions\$ 11,458.90
2. Go Green!.....\$ 13,120.00
3. Hi-Tech Landscape\$ 13,660.00
4. Loyett Landscaping.....\$ 14,225.00
5. TJ's Lawn & Landscape\$ 14,495.00

Part 3: Grounds Maintenance Services

1. Outdoor Solutions\$ 28,255.00
2. Go Green!.....\$ 29,700.00
3. TJ's Lawn & Landscape\$ 33,551.00
4. Greenwood Group.....\$ 36,915.00
5. Loyett Landscaping.....\$ 36,950.00

Accounting

Funding has been allocated for these services in the 2011 fiscal year budget under the following accounts:

- Part 1: Parks Maintenance Services in account 01-31-43-6212 for Building and Grounds Maintenance (Parks Division).
- Part 2: Right-of-Way Maintenance Services in account 01-31-43-6212 for Building and Grounds Maintenance (Parks Division).
- Part 3: Grounds Maintenance Services in account 01-31-41-6212 for Building and Ground Maintenance (Streets Division).

Similar funding will be proposed for the 2012 fiscal year budget.

Recommendation of Award

After reviewing the bid proposals, references, and equipment and materials proposed by each bidder, City staff recommends that the City enter into three (3) separate contracts with the two (2) contractors who provided the lowest bid for each of these services.

Parks Maintenance Services. Services required under this project include the mowing of turf areas in the City's parks. *City staff recommends the award of the contract for **Parks Maintenance Services** to **Turfgrass Professionals** for \$25,294.00.*

Right-of-Way Maintenance Services. Services involved with the Right-of-Way Maintenance Services (Part 2, above) include mowing of various turf areas along City streets. *City staff recommends the award of the contract for **Right-of-Way Maintenance Services** to **Outdoor Solutions** for the bid price of \$11,458.90.*

Grounds Maintenance Services. The Grounds Maintenance Services (Part 3, above) include mowing, trimming, and related services to maintain the landscaped areas at the intersection of Olive Boulevard and Interstate 270. *City staff recommends the award of the contract for **Grounds Maintenance Services** to **Outdoor Solutions** for the bid price of \$28,255.00.*

CITY OF CREVE COEUR DEPARTMENT OF PUBLIC WORKS
2011 CITY PARKS/ROW MOWING SUMMARY, OPENED FEBRUARY 24, 2011

			Turfgrass Pros		GO! GREEN		LOYETT LANDSCAPE		LAWN SOLUTIONS		GREENWOOD GROUP		HI-TECH LANDSC		TJs LAWN & LANDS		OUTDOOR SOLS		GPM		BRAKE LANDSC		BLUEGRASS LAWN		IDEAL LANDSCAPE	
PART 1 - PARKS MAINTENANCE SERVICES																										
ITEM	QTY	DESCRIPTION	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-1	24	Park Mowing Beirne Park	65.00	1,560.00	85.00	2,040.00	105.00	2,520.00	180.00	4,320.00	110.00	2,640.00	95.00	2,280.00	150.00	3,600.00	199.50	4,788.00	105.00	2,520.00	243.00	5,832.00	230.00	5,520.00	279.00	6,696.00
1-2	24	Park Mowing Conway Park	315.00	7,560.00	400.00	9,600.00	400.00	9,600.00	540.00	12,960.00	430.00	10,320.00	355.00	8,520.00	450.00	10,800.00	684.00	16,416.00	405.00	9,720.00	450.00	10,800.00	161.00	3,864.00	837.00	20,088.00
1-3	24	Park Mowing Fountain Park	41.50	996.00	35.00	840.00	55.00	1,320.00	60.00	1,440.00	22.00	528.00	35.00	840.00	35.00	840.00	33.25	798.00	45.00	1,080.00	44.00	1,056.00	43.00	1,032.00	62.00	1,488.00
1-4	24	Park Mowing Lake School Park	30.00	720.00	65.00	1,560.00	78.00	1,872.00	120.00	2,880.00	66.00	1,584.00	80.00	1,920.00	90.00	2,160.00	161.50	3,876.00	70.00	1,680.00	135.00	3,240.00	168.00	4,032.00	279.00	6,696.00
1-5	24	Park Mowing LaVerne Collins Park	63.00	1,512.00	50.00	1,200.00	70.00	1,680.00	140.00	3,360.00	66.00	1,584.00	50.00	1,200.00	60.00	1,440.00	57.00	1,368.00	65.00	1,560.00	70.00	1,680.00	95.00	2,280.00	124.00	2,976.00
1-6	24	Park Mowing Malcolm Terrace Park	41.50	996.00	135.00	3,240.00	55.00	1,320.00	360.00	8,640.00	160.00	3,840.00	310.00	7,440.00	167.00	4,008.00	166.25	3,990.00	175.00	4,200.00	275.00	6,600.00	756.00	18,144.00	279.00	6,696.00
1-7	24	Park Mowing Millenium Park	175.00	4,200.00	185.00	4,440.00	285.00	6,840.00	360.00	8,640.00	264.00	6,336.00	325.00	7,800.00	400.00	9,600.00	579.50	13,908.00	280.00	6,720.00	567.00	13,608.00	748.00	17,952.00	496.00	11,904.00
1-8	31	Park Mowing Athletic Fields&Dog Park	250.00	7,750.00	395.00	12,245.00	260.00	8,060.00	120.00	3,720.00	240.00	7,440.00	125.00	3,875.00	300.00	9,300.00	280.00	8,680.00	205.00	6,355.00	243.00	7,533.00	190.00	5,890.00	341.00	10,571.00
SUBTOTAL PART 1: PARKS MAINT SVCS			\$	25,294.00	\$	35,165.00	\$	33,212.00	\$	45,960.00	\$	34,272.00	\$	33,875.00	\$	41,748.00	\$	53,824.00	\$	33,835.00	\$	50,349.00	\$	58,714.00	\$	67,115.00
PART 2 - RIGHT-OF-WAY MAINTENANCE SERVICES			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-9	24	ROW New Ballas at American Legion	No Bid		20.00	480.00	10.00	240.00	20.00	480.00	15.00	360.00	10.00	240.00	25.00	600.00	19.00	456.00	20.00	480.00	30.00	720.00	38.00	912.00	48.00	1,152.00
1-10	24	ROW RueDeLaBanque & Orchard Lake	No Bid		30.00	720.00	10.00	240.00	30.00	720.00	15.00	360.00	20.00	480.00	25.00	600.00	19.00	456.00	20.00	480.00	35.00	840.00	35.00	840.00	93.00	2,232.00
1-11	24	ROW Olive at Craig	No Bid		25.00	600.00	40.00	960.00	30.00	720.00	45.00	1,080.00	25.00	600.00	30.00	720.00	47.50	1,140.00	50.00	1,200.00	60.00	1,440.00	41.00	974.00	310.00	7,440.00
1-12	31	ROW Olive at Old Olive	No Bid		85.00	2,635.00	115.00	3,565.00	180.00	5,580.00	105.00	3,255.00	120.00	3,720.00	80.00	2,480.00	76.00	2,356.00	110.00	3,410.00	100.00	3,100.00	66.00	2,046.00	496.00	15,376.00
1-13	24	ROW Warson South of Olive	No Bid		30.00	720.00	40.00	960.00	40.00	960.00	30.00	720.00	20.00	480.00	30.00	720.00	28.50	684.00	40.00	960.00	45.00	1,080.00	42.00	1,008.00	93.00	2,232.00
1-14	24	ROW Leaf Site	No Bid		20.00	480.00	20.00	480.00	20.00	480.00	20.00	480.00	10.00	240.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	39.00	934.00	48.00	1,152.00
1-15	24	ROW Mosley South of Ladue	No Bid		20.00	480.00	20.00	480.00	20.00	480.00	25.00	600.00	10.00	240.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	39.00	934.00	62.00	1,488.00
1-16	24	ROW Center Parkway Island at Decker	No Bid		15.00	360.00	10.00	240.00	20.00	480.00	15.00	360.00	5.00	120.00	25.00	600.00	19.00	456.00	20.00	480.00	30.00	720.00	37.00	880.00	48.00	1,152.00
1-17	24	ROW Emerson at Old Ballas	No Bid		25.00	600.00	20.00	480.00	20.00	480.00	20.00	480.00	20.00	480.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	42.00	1,010.00	124.00	2,976.00
1-18	24	ROW Emerson at DeSmet High School	No Bid		10.00	240.00	10.00	240.00	20.00	480.00	15.00	360.00	5.00	120.00	20.00	480.00	19.00	456.00	20.00	480.00	40.00	960.00	36.00	864.00	48.00	1,152.00
1-19	24	ROW Coeur De Ville South of Olive	No Bid		50.00	1,200.00	45.00	1,080.00	30.00	720.00	35.00	840.00	55.00	1,320.00	40.00	960.00	38.00	912.00	40.00	960.00	55.00	1,320.00	53.00	1,272.00	155.00	3,720.00
1-20	24	ROW Hibler Road	No Bid		40.00	960.00	40.00	960.00	40.00	960.00	35.00	840.00	40.00	960.00	40.00	960.00	28.50	684.00	45.00	1,080.00	55.00	1,320.00	36.00	864.00	124.00	2,976.00
1-21	24	ROW Conway at Twin Creek	No Bid		10.00	240.00	10.00	240.00	20.00	480.00	15.00	360.00	15.00	360.00	20.00	480.00	19.00	456.00	20.00	480.00	35.00	840.00	42.00	1,008.00	48.00	1,152.00
1-22	24	ROW Ladue at Beacon Hill	No Bid		45.00	1,080.00	40.00	960.00	30.00	720.00	35.00	840.00	50.00	1,200.00	35.00	840.00	33.25	798.00	55.00	1,320.00	50.00	1,200.00	107.00	2,568.00	124.00	2,976.00
1-23	31	ROW North New Ballas	No Bid		75.00	2,325.00	100.00	3,100.00	120.00	3,720.00	115.00	3,565.00	100.00	3,100.00	105.00	3,255.00	39.90	1,236.90	150.00	4,650.00	104.00	3,224.00	98.00	3,038.00	496.00	15,376.00
SUBTOTAL PART 2: ROW MOWING			No Bid		\$	13,120.00	\$	14,225.00	\$	17,460.00	\$	14,500.00	\$	13,660.00	\$	14,495.00	\$	11,458.90	\$	17,780.00	\$	19,284.00	\$	19,152.00	\$	62,552.00
PART 3 - GROUNDS MAINTENANCE SERVICES			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-24.	31	MOWING 1-270 Interchange	No Bid		350.00	10,850.00	395.00	12,245.00	540.00	16,740.00	475.00	14,725.00	325.00	10,01												

RESOLUTION NO. 951

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH OUTDOOR SOLUTIONS FOR MOWING SERVICES WITHIN THE CITY RIGHT-OF-WAY FOR THE 2011 AND 2012 GROWING SEASONS, FOR THE SUM OF \$11,458.90 FOR THE 2011 GROWING SEASON.

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place to live, work, and drive, and

WHEREAS, the City has dedicated funding for right-of-way mowing services, and

WHEREAS, such grounds maintenance will have a positive impact on residents and visitors, and

WHEREAS, these services have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances, and

WHEREAS, Outdoor Solutions submitted the lowest and best bid, which provides for a two-year term and grants the City the option to extend for another (third) year, with the itemized prices to increase on an annual basis based on specified CPI changes subject to a maximum increase of 5% per year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1. The Contract between Outdoor Solutions and the City attached hereto as Exhibit A is hereby approved and the execution is hereby authorized. The Contract as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 14th day of March, 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

Attest:

Deborah Ryan, MRCC
City Clerk

EXHIBIT A

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2011, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and Outdoor Solutions with offices at 1400 Shawnee Court, Arnold, MO 63010 (hereinafter called the "Contractor") for the project identified as **2011-2012 Right-of-Way Maintenance Services** (hereinafter called the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I

The Contract Documents

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Non-Collusion Affidavit
- 5) Construction Plans, Specifications, and Details
- 6) Construction Schedule
- 7) All Addenda and all Modifications issued after execution of this Contract
- 8) The Saint Louis County Standard Specifications for Highway Construction, dated January 1, 1997, including all supplemental revisions and updates through January 1, 2011, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 9) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Period of the Agreement and Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence on March 21, 2011, and shall terminate in November 2012. The City shall have the option, at its sole discretion, to extend the Contract for an additional one (1) growing season, running from March 2013 through November 2013. Should the City elect to exercise this option, the City shall give written notice of the intent to exercise this option no later than March 1, 2013.

ARTICLE IV

The Contract Sum and Payments

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work performed, in accordance with the General Conditions and the Itemized Bid Form, the City shall pay the Contractor for the performance of the Work the sum of \$ 11,458.90 (the "Contract Sum") as follows:

- (1) Monthly pay periods. On or about the twentieth day of each month, one-hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated into the Work, and one-hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;
- (2) Final payment. Upon completion of the Work and final acceptance by the City, a sum sufficient to increase the total payments to one-hundred percent (100%) of the

Contract Sum, amended as necessary according to adjustments to the work made in compliance with Article VII of this Agreement, shall constitute the final payment.

- (3) Subsequent Year(s). The City shall pay the Contractor for the performance of the Work in 2012 (and 2013, if applicable) based upon the same schedule of rates as shown in the Itemized Bid Form, but increased by the percentage increase (if any) in the cost of living between March 2011 and the month of April in the year in which the Work is performed. The cost of living will be determined by the "Consumer Price Index for All Urban Consumers: Transportation (CPITRNNS)," as published by the Bureau of Labor Statistics of the United States Department of Labor. Payment for services shall not decrease due to fluctuations in the cost of living; however, no annual increase shall exceed 5%.

ARTICLE V

Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work which shall indicate the proposed sequence and dates for starting and completing the various aspects of the Work on a site-by-site basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures throughout the project which adequately address the traffic control plan at each location of the proposed Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration.

The Notice To Proceed shall be issued within ten (10) working days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated

damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire, or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the

Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, as determined and approved by the Director of Public Works.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by a fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction

Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of race, color, religion, sex, national origin, or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation, either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin, or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of the foregoing paragraphs conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, tools, and equipment, and shall perform all tasks necessary to complete the Work, as specified in the Contract Documents. The Scope of Work generally includes mowing of turf areas in right-of-way areas along public streets within the City of Creve Coeur and provides for items as more specifically described in the Technical Specifications.

All work shall be done to the complete satisfaction of the Director of Public Works for the City of Creve Coeur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

By: _____
"Contractor"

Printed Name

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 8, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Doug Seely, Foreman and City Arborist
Matt Wohlberg, City Engineer

SUBJECT: Recommendation of Award
2011-2012 Parks, Right-of-Way, and Grounds Maintenance Services

The existing contracts for mowing and maintenance services in the City's parks and right-of-way areas were signed in 2009 and have reached the end of their terms of agreement. City staff has released an updated version of the contracts for bid, has reviewed the bids carefully, and makes the following recommendation of award.

Bidding

The City advertised an invitation for bids for the Parks, Right-of-Way, and Grounds Maintenance Services contract for the 2011-2012 seasons on January 31, 2011. The invitation for bids was listed in *The Countian* newspaper on February 3, 8, 10, 15, and 17, it was posted on the City's website, and it was sent by facsimile to nine (9) companies who bid on the previous maintenance contract.

City staff hosted fifteen (15) prospective bidders at the project's pre-bid meeting at the Creve Coeur Government Center on February 17, 2011. City staff reviewed the bid requirements with the prospective bidders and explained the City's intent and ability to divide the contract into up to three (3) parts, according to the bids received, in an effort to minimize cost to the City for these services.

City staff also indicated to the prospective bidders that the intent was to award a two-year contract with the City reserving the option to extend the contract for a third year. The bid specifications indicate that the unit bid prices for these services will increase in subsequent years based on the Consumer Price Index for Transportation, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, with a maximum increase of 5% each year.

A total of twelve (12) bids were received and were publicly opened on February 24, 2011. The results of these bids are attached.

Bid Review

Several discrepancies were noted in the bids that were received. The contractors were asked to indicate the unit price per item in both numbers and words, and several contractors made mistakes in doing so. Some math errors were also found. The highlighted fields in the attached bid summary indicate which unit prices and project totals were impacted by correcting the errors that were found.

City staff determined that only one (1) bid (that of Lawn Solutions, LLC, for Part 3: Grounds Maintenance Services) contained too many discrepancies or omissions to consider for award.

The lowest five (5) bids received for each part of the contract are as follows:

Part 1: Parks Maintenance Services

1. Turfgrass Professionals\$ 25,294.00
2. Loyett Landscaping.....\$ 33,212.00
3. GPM.....\$ 33,835.00
4. Hi-Tech Landscape\$ 33,875.00
5. Greenwood Group.....\$ 34,272.00

Part 2: Right-of-Way Maintenance Services

1. Outdoor Solutions\$ 11,458.90
2. Go Green!.....\$ 13,120.00
3. Hi-Tech Landscape\$ 13,660.00
4. Loyett Landscaping.....\$ 14,225.00
5. TJ's Lawn & Landscape\$ 14,495.00

Part 3: Grounds Maintenance Services

1. Outdoor Solutions\$ 28,255.00
2. Go Green!.....\$ 29,700.00
3. TJ's Lawn & Landscape\$ 33,551.00
4. Greenwood Group.....\$ 36,915.00
5. Loyett Landscaping.....\$ 36,950.00

Accounting

Funding has been allocated for these services in the 2011 fiscal year budget under the following accounts:

- Part 1: Parks Maintenance Services in account 01-31-43-6212 for Building and Grounds Maintenance (Parks Division).
- Part 2: Right-of-Way Maintenance Services in account 01-31-43-6212 for Building and Grounds Maintenance (Parks Division).
- Part 3: Grounds Maintenance Services in account 01-31-41-6212 for Building and Ground Maintenance (Streets Division).

Similar funding will be proposed for the 2012 fiscal year budget.

Recommendation of Award

After reviewing the bid proposals, references, and equipment and materials proposed by each bidder, City staff recommends that the City enter into three (3) separate contracts with the two (2) contractors who provided the lowest bid for each of these services.

Parks Maintenance Services. Services required under this project include the mowing of turf areas in the City's parks. *City staff recommends the award of the contract for **Parks Maintenance Services** to **Turfgrass Professionals** for \$25,294.00.*

Right-of-Way Maintenance Services. Services involved with the Right-of-Way Maintenance Services (Part 2, above) include mowing of various turf areas along City streets. *City staff recommends the award of the contract for **Right-of-Way Maintenance Services** to **Outdoor Solutions** for the bid price of \$11,458.90.*

Grounds Maintenance Services. The Grounds Maintenance Services (Part 3, above) include mowing, trimming, and related services to maintain the landscaped areas at the intersection of Olive Boulevard and Interstate 270. *City staff recommends the award of the contract for **Grounds Maintenance Services** to **Outdoor Solutions** for the bid price of \$28,255.00.*

CITY OF CREVE COEUR DEPARTMENT OF PUBLIC WORKS
2011 CITY PARKS/ROW MOWING SUMMARY, OPENED FEBRUARY 24, 2011

			Turfgrass Pros		GO! GREEN		LOYETT LANDSCAPE		LAWN SOLUTIONS		GREENWOOD GROUP		HI-TECH LANDSC		TJs LAWN & LANDS		OUTDOOR SOLS		GPM		BRAKE LANDSC		BLUEGRASS LAWN		IDEAL LANDSCAPE	
PART 1 - PARKS MAINTENANCE SERVICES																										
ITEM	QTY	DESCRIPTION	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-1	24	Park Mowing Beirne Park	65.00	1,560.00	85.00	2,040.00	105.00	2,520.00	180.00	4,320.00	110.00	2,640.00	95.00	2,280.00	150.00	3,600.00	199.50	4,788.00	105.00	2,520.00	243.00	5,832.00	230.00	5,520.00	279.00	6,696.00
1-2	24	Park Mowing Conway Park	315.00	7,560.00	400.00	9,600.00	400.00	9,600.00	540.00	12,960.00	430.00	10,320.00	355.00	8,520.00	450.00	10,800.00	684.00	16,416.00	405.00	9,720.00	450.00	10,800.00	161.00	3,864.00	837.00	20,088.00
1-3	24	Park Mowing Fountain Park	41.50	996.00	35.00	840.00	55.00	1,320.00	60.00	1,440.00	22.00	528.00	35.00	840.00	35.00	840.00	33.25	798.00	45.00	1,080.00	44.00	1,056.00	43.00	1,032.00	62.00	1,488.00
1-4	24	Park Mowing Lake School Park	30.00	720.00	65.00	1,560.00	78.00	1,872.00	120.00	2,880.00	66.00	1,584.00	80.00	1,920.00	90.00	2,160.00	161.50	3,876.00	70.00	1,680.00	135.00	3,240.00	168.00	4,032.00	279.00	6,696.00
1-5	24	Park Mowing LaVerne Collins Park	63.00	1,512.00	50.00	1,200.00	70.00	1,680.00	140.00	3,360.00	66.00	1,584.00	50.00	1,200.00	60.00	1,440.00	57.00	1,368.00	65.00	1,560.00	70.00	1,680.00	95.00	2,280.00	124.00	2,976.00
1-6	24	Park Mowing Malcolm Terrace Park	41.50	996.00	135.00	3,240.00	55.00	1,320.00	360.00	8,640.00	160.00	3,840.00	310.00	7,440.00	167.00	4,008.00	166.25	3,990.00	175.00	4,200.00	275.00	6,600.00	756.00	18,144.00	279.00	6,696.00
1-7	24	Park Mowing Millenium Park	175.00	4,200.00	185.00	4,440.00	285.00	6,840.00	360.00	8,640.00	264.00	6,336.00	325.00	7,800.00	400.00	9,600.00	579.50	13,908.00	280.00	6,720.00	567.00	13,608.00	748.00	17,952.00	496.00	11,904.00
1-8	31	Park Mowing Athletic Fields&Dog Park	250.00	7,750.00	395.00	12,245.00	260.00	8,060.00	120.00	3,720.00	240.00	7,440.00	125.00	3,875.00	300.00	9,300.00	280.00	8,680.00	205.00	6,355.00	243.00	7,533.00	190.00	5,890.00	341.00	10,571.00
SUBTOTAL PART 1: PARKS MAINT SVCS			\$	25,294.00	\$	35,165.00	\$	33,212.00	\$	45,960.00	\$	34,272.00	\$	33,875.00	\$	41,748.00	\$	53,824.00	\$	33,835.00	\$	50,349.00	\$	58,714.00	\$	67,115.00
PART 2 - RIGHT-OF-WAY MAINTENANCE SERVICES			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-9	24	ROW New Ballas at American Legion	No Bid		20.00	480.00	10.00	240.00	20.00	480.00	15.00	360.00	10.00	240.00	25.00	600.00	19.00	456.00	20.00	480.00	30.00	720.00	38.00	912.00	48.00	1,152.00
1-10	24	ROW RueDeLaBanque & Orchard Lake	No Bid		30.00	720.00	10.00	240.00	30.00	720.00	15.00	360.00	20.00	480.00	25.00	600.00	19.00	456.00	20.00	480.00	35.00	840.00	35.00	840.00	93.00	2,232.00
1-11	24	ROW Olive at Craig	No Bid		25.00	600.00	40.00	960.00	30.00	720.00	45.00	1,080.00	25.00	600.00	30.00	720.00	47.50	1,140.00	50.00	1,200.00	60.00	1,440.00	41.00	974.00	310.00	7,440.00
1-12	31	ROW Olive at Old Olive	No Bid		85.00	2,635.00	115.00	3,565.00	180.00	5,580.00	105.00	3,255.00	120.00	3,720.00	80.00	2,480.00	76.00	2,356.00	110.00	3,410.00	100.00	3,100.00	66.00	2,046.00	496.00	15,376.00
1-13	24	ROW Warson South of Olive	No Bid		30.00	720.00	40.00	960.00	40.00	960.00	30.00	720.00	20.00	480.00	30.00	720.00	28.50	684.00	40.00	960.00	45.00	1,080.00	42.00	1,008.00	93.00	2,232.00
1-14	24	ROW Leaf Site	No Bid		20.00	480.00	20.00	480.00	20.00	480.00	20.00	480.00	10.00	240.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	39.00	934.00	48.00	1,152.00
1-15	24	ROW Mosley South of Ladue	No Bid		20.00	480.00	20.00	480.00	20.00	480.00	25.00	600.00	10.00	240.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	39.00	934.00	62.00	1,488.00
1-16	24	ROW Center Parkway Island at Decker	No Bid		15.00	360.00	10.00	240.00	20.00	480.00	15.00	360.00	5.00	120.00	25.00	600.00	19.00	456.00	20.00	480.00	30.00	720.00	37.00	880.00	48.00	1,152.00
1-17	24	ROW Emerson at Old Ballas	No Bid		25.00	600.00	20.00	480.00	20.00	480.00	20.00	480.00	20.00	480.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	42.00	1,010.00	124.00	2,976.00
1-18	24	ROW Emerson at DeSmet High School	No Bid		10.00	240.00	10.00	240.00	20.00	480.00	15.00	360.00	5.00	120.00	20.00	480.00	19.00	456.00	20.00	480.00	40.00	960.00	36.00	864.00	48.00	1,152.00
1-19	24	ROW Coeur De Ville South of Olive	No Bid		50.00	1,200.00	45.00	1,080.00	30.00	720.00	35.00	840.00	55.00	1,320.00	40.00	960.00	38.00	912.00	40.00	960.00	55.00	1,320.00	53.00	1,272.00	155.00	3,720.00
1-20	24	ROW Hibler Road	No Bid		40.00	960.00	40.00	960.00	40.00	960.00	35.00	840.00	40.00	960.00	40.00	960.00	28.50	684.00	45.00	1,080.00	55.00	1,320.00	36.00	864.00	124.00	2,976.00
1-21	24	ROW Conway at Twin Creek	No Bid		10.00	240.00	10.00	240.00	20.00	480.00	15.00	360.00	15.00	360.00	20.00	480.00	19.00	456.00	20.00	480.00	35.00	840.00	42.00	1,008.00	48.00	1,152.00
1-22	24	ROW Ladue at Beacon Hill	No Bid		45.00	1,080.00	40.00	960.00	30.00	720.00	35.00	840.00	50.00	1,200.00	35.00	840.00	33.25	798.00	55.00	1,320.00	50.00	1,200.00	107.00	2,568.00	124.00	2,976.00
1-23	31	ROW North New Ballas	No Bid		75.00	2,325.00	100.00	3,100.00	120.00	3,720.00	115.00	3,565.00	100.00	3,100.00	105.00	3,255.00	39.90	1,236.90	150.00	4,650.00	104.00	3,224.00	98.00	3,038.00	496.00	15,376.00
SUBTOTAL PART 2: ROW MOWING			No Bid		\$	13,120.00	\$	14,225.00	\$	17,460.00	\$	14,500.00	\$	13,660.00	\$	14,495.00	\$	11,458.90	\$	17,780.00	\$	19,284.00	\$	19,152.00	\$	62,552.00
PART 3 - GROUNDS MAINTENANCE SERVICES			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-24.	31	MOWING 1-270 Interchange	No Bid		350.00	10,850.00	395.00	12,245.00	540.00	16,740.00	475.00	14,725.00	325.00	10,01												

RESOLUTION NO. 952

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI
AUTHORIZING THE EXECUTION OF A CONTRACT WITH TURFGRASS PROFESSIONALS
FOR MOWING SERVICES IN CITY PARKS FOR THE 2011 AND 2012 GROWING SEASONS,
FOR THE SUM OF \$25,294.00 FOR THE 2011 GROWING SEASON.**

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place to live, work, and drive, and

WHEREAS, the City has dedicated funding for parks mowing services, and

WHEREAS, such grounds maintenance will have a positive impact on residents and visitors, and

WHEREAS, these services have been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances, and

WHEREAS, Turfgrass Professionals submitted the lowest and best bid, which provides for a two-year term and grants the City the option to extend for another (third) year, with the itemized prices to increase on an annual basis based on specified CPI changes subject to a maximum increase of 5% per year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1. The Contract between Turfgrass Professionals and the City attached hereto as Exhibit A is hereby approved and the execution is hereby authorized. The Contract as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 14th day of March, 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

Attest:

Deborah Ryan, MRCC
City Clerk

EXHIBIT A

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2011, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and Turfgrass Professionals with offices at 622 Colegrove Drive, Wentzville, MO 63385 (hereinafter called the "Contractor") for the project identified as **2011-2012 Parks Maintenance Services** (hereinafter called the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I

The Contract Documents

The Contract Documents which comprise the entire agreement between the City and the Contractor consist of the following:

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Non-Collusion Affidavit
- 5) Construction Plans, Specifications, and Details
- 6) Construction Schedule
- 7) All Addenda and all Modifications issued after execution of this Contract
- 8) The Saint Louis County Standard Specifications for Highway Construction, dated January 1, 1997, including all supplemental revisions and updates through January 1, 2011, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 9) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD).

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Period of the Agreement and Time of Completion

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall commence on March 21, 2011, and shall terminate in November 2012. The City shall have the option, at its sole discretion, to extend the Contract for an additional one (1) growing season, running from March 2013 through November 2013. Should the City elect to exercise this option, the City shall give written notice of the intent to exercise this option no later than March 1, 2013.

ARTICLE IV

The Contract Sum and Payments

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work performed, in accordance with the General Conditions and the Itemized Bid Form, the City shall pay the Contractor for the performance of the Work the sum of \$ 25,294.00 (the "Contract Sum") as follows:

- (1) Monthly pay periods. On or about the twentieth day of each month, one-hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated into the Work, and one-hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;
- (2) Final payment. Upon completion of the Work and final acceptance by the City, a sum sufficient to increase the total payments to one-hundred percent (100%) of the

Contract Sum, amended as necessary according to adjustments to the work made in compliance with Article VII of this Agreement, shall constitute the final payment.

- (3) Subsequent Year(s). The City shall pay the Contractor for the performance of the Work in 2012 (and 2013, if applicable) based upon the same schedule of rates as shown in the Itemized Bid Form, but increased by the percentage increase (if any) in the cost of living between March 2011 and the month of April in the year in which the Work is performed. The cost of living will be determined by the "Consumer Price Index for All Urban Consumers: Transportation (CPITRNNS)," as published by the Bureau of Labor Statistics of the United States Department of Labor. Payment for services shall not decrease due to fluctuations in the cost of living; however, no annual increase shall exceed 5%.

ARTICLE V

Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work which shall indicate the proposed sequence and dates for starting and completing the various aspects of the Work on a site-by-site basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures throughout the project which adequately address the traffic control plan at each location of the proposed Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration.

The Notice To Proceed shall be issued within ten (10) working days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated

damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire, or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the

Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, as determined and approved by the Director of Public Works.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Article V, paragraph (c), and Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by a fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction

Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
 - (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend the Work. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX

Contractor's Liability Insurance

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

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

The Contractor and his Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of race, color, religion, sex, national origin, or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation, either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin, or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of the foregoing paragraphs conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, tools, and equipment, and shall perform all tasks necessary to complete the Work, as specified in the Contract Documents. The Scope of Work generally includes mowing of turf areas in public parks within the City of Creve Coeur and provides for items as more specifically described in the Technical Specifications.

All work shall be done to the complete satisfaction of the Director of Public Works for the City of Creve Coeur.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

By: _____
"Contractor"

Printed Name

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 8, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Doug Seely, Foreman and City Arborist
Matt Wohlberg, City Engineer

SUBJECT: Recommendation of Award
2011-2012 Parks, Right-of-Way, and Grounds Maintenance Services

The existing contracts for mowing and maintenance services in the City's parks and right-of-way areas were signed in 2009 and have reached the end of their terms of agreement. City staff has released an updated version of the contracts for bid, has reviewed the bids carefully, and makes the following recommendation of award.

Bidding

The City advertised an invitation for bids for the Parks, Right-of-Way, and Grounds Maintenance Services contract for the 2011-2012 seasons on January 31, 2011. The invitation for bids was listed in *The Countian* newspaper on February 3, 8, 10, 15, and 17, it was posted on the City's website, and it was sent by facsimile to nine (9) companies who bid on the previous maintenance contract.

City staff hosted fifteen (15) prospective bidders at the project's pre-bid meeting at the Creve Coeur Government Center on February 17, 2011. City staff reviewed the bid requirements with the prospective bidders and explained the City's intent and ability to divide the contract into up to three (3) parts, according to the bids received, in an effort to minimize cost to the City for these services.

City staff also indicated to the prospective bidders that the intent was to award a two-year contract with the City reserving the option to extend the contract for a third year. The bid specifications indicate that the unit bid prices for these services will increase in subsequent years based on the Consumer Price Index for Transportation, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, with a maximum increase of 5% each year.

A total of twelve (12) bids were received and were publicly opened on February 24, 2011. The results of these bids are attached.

Bid Review

Several discrepancies were noted in the bids that were received. The contractors were asked to indicate the unit price per item in both numbers and words, and several contractors made mistakes in doing so. Some math errors were also found. The highlighted fields in the attached bid summary indicate which unit prices and project totals were impacted by correcting the errors that were found.

City staff determined that only one (1) bid (that of Lawn Solutions, LLC, for Part 3: Grounds Maintenance Services) contained too many discrepancies or omissions to consider for award.

The lowest five (5) bids received for each part of the contract are as follows:

Part 1: Parks Maintenance Services

1. Turfgrass Professionals\$ 25,294.00
2. Loyett Landscaping.....\$ 33,212.00
3. GPM.....\$ 33,835.00
4. Hi-Tech Landscape\$ 33,875.00
5. Greenwood Group.....\$ 34,272.00

Part 2: Right-of-Way Maintenance Services

1. Outdoor Solutions\$ 11,458.90
2. Go Green!.....\$ 13,120.00
3. Hi-Tech Landscape\$ 13,660.00
4. Loyett Landscaping.....\$ 14,225.00
5. TJ's Lawn & Landscape\$ 14,495.00

Part 3: Grounds Maintenance Services

1. Outdoor Solutions\$ 28,255.00
2. Go Green!.....\$ 29,700.00
3. TJ's Lawn & Landscape\$ 33,551.00
4. Greenwood Group.....\$ 36,915.00
5. Loyett Landscaping.....\$ 36,950.00

Accounting

Funding has been allocated for these services in the 2011 fiscal year budget under the following accounts:

- Part 1: Parks Maintenance Services in account 01-31-43-6212 for Building and Grounds Maintenance (Parks Division).
- Part 2: Right-of-Way Maintenance Services in account 01-31-43-6212 for Building and Grounds Maintenance (Parks Division).
- Part 3: Grounds Maintenance Services in account 01-31-41-6212 for Building and Ground Maintenance (Streets Division).

Similar funding will be proposed for the 2012 fiscal year budget.

Recommendation of Award

After reviewing the bid proposals, references, and equipment and materials proposed by each bidder, City staff recommends that the City enter into three (3) separate contracts with the two (2) contractors who provided the lowest bid for each of these services.

Parks Maintenance Services. Services required under this project include the mowing of turf areas in the City's parks. *City staff recommends the award of the contract for **Parks Maintenance Services** to **Turfgrass Professionals** for \$25,294.00.*

Right-of-Way Maintenance Services. Services involved with the Right-of-Way Maintenance Services (Part 2, above) include mowing of various turf areas along City streets. *City staff recommends the award of the contract for **Right-of-Way Maintenance Services** to **Outdoor Solutions** for the bid price of \$11,458.90.*

Grounds Maintenance Services. The Grounds Maintenance Services (Part 3, above) include mowing, trimming, and related services to maintain the landscaped areas at the intersection of Olive Boulevard and Interstate 270. *City staff recommends the award of the contract for **Grounds Maintenance Services** to **Outdoor Solutions** for the bid price of \$28,255.00.*

CITY OF CREVE COEUR DEPARTMENT OF PUBLIC WORKS
2011 CITY PARKS/ROW MOWING SUMMARY, OPENED FEBRUARY 24, 2011

			Turfgrass Pros		GO! GREEN		LOYETT LANDSCAPE		LAWN SOLUTIONS		GREENWOOD GROUP		HI-TECH LANDSC		TJs LAWN & LANDS		OUTDOOR SOLS		GPM		BRAKE LANDSC		BLUEGRASS LAWN		IDEAL LANDSCAPE	
PART 1 - PARKS MAINTENANCE SERVICES																										
ITEM	QTY	DESCRIPTION	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-1	24	Park Mowing Beirne Park	65.00	1,560.00	85.00	2,040.00	105.00	2,520.00	180.00	4,320.00	110.00	2,640.00	95.00	2,280.00	150.00	3,600.00	199.50	4,788.00	105.00	2,520.00	243.00	5,832.00	230.00	5,520.00	279.00	6,696.00
1-2	24	Park Mowing Conway Park	315.00	7,560.00	400.00	9,600.00	400.00	9,600.00	540.00	12,960.00	430.00	10,320.00	355.00	8,520.00	450.00	10,800.00	684.00	16,416.00	405.00	9,720.00	450.00	10,800.00	161.00	3,864.00	837.00	20,088.00
1-3	24	Park Mowing Fountain Park	41.50	996.00	35.00	840.00	55.00	1,320.00	60.00	1,440.00	22.00	528.00	35.00	840.00	35.00	840.00	33.25	798.00	45.00	1,080.00	44.00	1,056.00	43.00	1,032.00	62.00	1,488.00
1-4	24	Park Mowing Lake School Park	30.00	720.00	65.00	1,560.00	78.00	1,872.00	120.00	2,880.00	66.00	1,584.00	80.00	1,920.00	90.00	2,160.00	161.50	3,876.00	70.00	1,680.00	135.00	3,240.00	168.00	4,032.00	279.00	6,696.00
1-5	24	Park Mowing LaVerne Collins Park	63.00	1,512.00	50.00	1,200.00	70.00	1,680.00	140.00	3,360.00	66.00	1,584.00	50.00	1,200.00	60.00	1,440.00	57.00	1,368.00	65.00	1,560.00	70.00	1,680.00	95.00	2,280.00	124.00	2,976.00
1-6	24	Park Mowing Malcolm Terrace Park	41.50	996.00	135.00	3,240.00	55.00	1,320.00	360.00	8,640.00	160.00	3,840.00	310.00	7,440.00	167.00	4,008.00	166.25	3,990.00	175.00	4,200.00	275.00	6,600.00	756.00	18,144.00	279.00	6,696.00
1-7	24	Park Mowing Millenium Park	175.00	4,200.00	185.00	4,440.00	285.00	6,840.00	360.00	8,640.00	264.00	6,336.00	325.00	7,800.00	400.00	9,600.00	579.50	13,908.00	280.00	6,720.00	567.00	13,608.00	748.00	17,952.00	496.00	11,904.00
1-8	31	Park Mowing Athletic Fields&Dog Park	250.00	7,750.00	395.00	12,245.00	260.00	8,060.00	120.00	3,720.00	240.00	7,440.00	125.00	3,875.00	300.00	9,300.00	280.00	8,680.00	205.00	6,355.00	243.00	7,533.00	190.00	5,890.00	341.00	10,571.00
SUBTOTAL PART 1: PARKS MAINT SVCS			\$	25,294.00	\$	35,165.00	\$	33,212.00	\$	45,960.00	\$	34,272.00	\$	33,875.00	\$	41,748.00	\$	53,824.00	\$	33,835.00	\$	50,349.00	\$	58,714.00	\$	67,115.00
PART 2 - RIGHT-OF-WAY MAINTENANCE SERVICES			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-9	24	ROW New Ballas at American Legion	No Bid		20.00	480.00	10.00	240.00	20.00	480.00	15.00	360.00	10.00	240.00	25.00	600.00	19.00	456.00	20.00	480.00	30.00	720.00	38.00	912.00	48.00	1,152.00
1-10	24	ROW RueDeLaBanque & Orchard Lake	No Bid		30.00	720.00	10.00	240.00	30.00	720.00	15.00	360.00	20.00	480.00	25.00	600.00	19.00	456.00	20.00	480.00	35.00	840.00	35.00	840.00	93.00	2,232.00
1-11	24	ROW Olive at Craig	No Bid		25.00	600.00	40.00	960.00	30.00	720.00	45.00	1,080.00	25.00	600.00	30.00	720.00	47.50	1,140.00	50.00	1,200.00	60.00	1,440.00	41.00	974.00	310.00	7,440.00
1-12	31	ROW Olive at Old Olive	No Bid		85.00	2,635.00	115.00	3,565.00	180.00	5,580.00	105.00	3,255.00	120.00	3,720.00	80.00	2,480.00	76.00	2,356.00	110.00	3,410.00	100.00	3,100.00	66.00	2,046.00	496.00	15,376.00
1-13	24	ROW Warson South of Olive	No Bid		30.00	720.00	40.00	960.00	40.00	960.00	30.00	720.00	20.00	480.00	30.00	720.00	28.50	684.00	40.00	960.00	45.00	1,080.00	42.00	1,008.00	93.00	2,232.00
1-14	24	ROW Leaf Site	No Bid		20.00	480.00	20.00	480.00	20.00	480.00	20.00	480.00	10.00	240.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	39.00	934.00	48.00	1,152.00
1-15	24	ROW Mosley South of Ladue	No Bid		20.00	480.00	20.00	480.00	20.00	480.00	25.00	600.00	10.00	240.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	39.00	934.00	62.00	1,488.00
1-16	24	ROW Center Parkway Island at Decker	No Bid		15.00	360.00	10.00	240.00	20.00	480.00	15.00	360.00	5.00	120.00	25.00	600.00	19.00	456.00	20.00	480.00	30.00	720.00	37.00	880.00	48.00	1,152.00
1-17	24	ROW Emerson at Old Ballas	No Bid		25.00	600.00	20.00	480.00	20.00	480.00	20.00	480.00	20.00	480.00	25.00	600.00	19.00	456.00	25.00	600.00	35.00	840.00	42.00	1,010.00	124.00	2,976.00
1-18	24	ROW Emerson at DeSmet High School	No Bid		10.00	240.00	10.00	240.00	20.00	480.00	15.00	360.00	5.00	120.00	20.00	480.00	19.00	456.00	20.00	480.00	40.00	960.00	36.00	864.00	48.00	1,152.00
1-19	24	ROW Coeur De Ville South of Olive	No Bid		50.00	1,200.00	45.00	1,080.00	30.00	720.00	35.00	840.00	55.00	1,320.00	40.00	960.00	38.00	912.00	40.00	960.00	55.00	1,320.00	53.00	1,272.00	155.00	3,720.00
1-20	24	ROW Hibler Road	No Bid		40.00	960.00	40.00	960.00	40.00	960.00	35.00	840.00	40.00	960.00	40.00	960.00	28.50	684.00	45.00	1,080.00	55.00	1,320.00	36.00	864.00	124.00	2,976.00
1-21	24	ROW Conway at Twin Creek	No Bid		10.00	240.00	10.00	240.00	20.00	480.00	15.00	360.00	15.00	360.00	20.00	480.00	19.00	456.00	20.00	480.00	35.00	840.00	42.00	1,008.00	48.00	1,152.00
1-22	24	ROW Ladue at Beacon Hill	No Bid		45.00	1,080.00	40.00	960.00	30.00	720.00	35.00	840.00	50.00	1,200.00	35.00	840.00	33.25	798.00	55.00	1,320.00	50.00	1,200.00	107.00	2,568.00	124.00	2,976.00
1-23	31	ROW North New Ballas	No Bid		75.00	2,325.00	100.00	3,100.00	120.00	3,720.00	115.00	3,565.00	100.00	3,100.00	105.00	3,255.00	39.90	1,236.90	150.00	4,650.00	104.00	3,224.00	98.00	3,038.00	496.00	15,376.00
SUBTOTAL PART 2: ROW MOWING			No Bid		\$	13,120.00	\$	14,225.00	\$	17,460.00	\$	14,500.00	\$	13,660.00	\$	14,495.00	\$	11,458.90	\$	17,780.00	\$	19,284.00	\$	19,152.00	\$	62,552.00
PART 3 - GROUNDS MAINTENANCE SERVICES			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1-24.	31	MOWING 1-270 Interchange	No Bid		350.00	10,850.00	395.00	12,245.00	540.00	16,740.00	475.00	14,725.00	325.00	10,01												



City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141
(314) 432-6000
www.creve-coeur.org

DATE: March 8, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated March 8, 2011, in the amount of \$332,810.45



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/11

NO DEPARTMENT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01297	0		030311	04-Mar-11	BAUR EXECUTIVE SUITES	REFUND O/P-2011 BUSINESS LIC.	01-00-00-4402	40.00
01397	13		030111	01-Mar-11	CRAZY BOWLS & WRAPS	REFUND O/P 2011 BUSINESS LIC.	01-00-00-4402	12.00
00066	0		189676	17-Feb-11	FROESEL OIL	8000 GAL UNLEADED GASOLINE	01-00-00-1651	21,797.68
00188	173		020911	09-Feb-11	GERSTEN, MARTHA	SEWER LATERAL REPAIR REIMB	02-00-00-1901	4,800.00
00188	174		010311	03-Jan-11	HAWKINS, DAVID	SEWER LATERAL REPAIR REIMB	02-00-00-1901	2,048.00
00188	172		112410	24-Nov-10	LIFITS, SOFYA	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,999.20
00189	0		11-100	28-Feb-11	MIRIKITANI & ASSOCIATES	TRAINING/COACHING PD EMPLOYEES	01-00-00-2411	490.00
01468	0		030411	04-Mar-11	WILLIAMS & COMPANY CONSULTING, INC.	REFUND O/P-2011 BUSINESS LIC.	01-00-00-4402	30.00
Sum of Invoices								31,216.88



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00136	0		5705	03-Mar-11	CHAMBER OF COMMERCE CREVE COEUR/OLIVETTE	SIX RESERVATIONS-CHAMBER AUCT.	01-11-12-6264	210.00
00019	0		74747	02-Mar-11	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL FEES-CITY ATTY FEB 2011	01-11-12-6201	6,746.00
00019	1		022811	28-Feb-11	LUMLEY, CARL	REIMB FOR MML CONF FEB 2011	01-11-12-6265	109.62
Sum of Invoices								7,065.62



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01447	0	P001161	17684	21-Feb-11	DIVERSIFIED PRINTING INC	NEWSLETTER PRINTING-MARCH 2011	01-12-11-6203	988.00
01262	0	P001160	23728	21-Feb-11	SPECIALTY MAILING	HANDLING/MAILING FEB 11 NEWSLE	01-12-11-6203	272.67
00052	0		40448402 3/11	26-Feb-11	ST LOUIS POST-DISPATCH	NEWSPAPER SUBSCRIPTION	01-12-11-6262	23.60
00052	0		40448402 2/11	15-Feb-11	ST LOUIS POST-DISPATCH	NEWSPAPER SUBSCRIPTION	01-12-11-6262	23.60
Sum of Invoices								1,307.87



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050	0		INV0015463	15-Feb-11	REJIS	PIX FIREWALL MAINT	01-12-51-6213	21.24
Sum of Invoices								21.24



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00016	0		021611	16-Feb-11	COLLECTOR OF REVENUE	SALES TAX REPORT-FEBRUARY 2011	01-13-11-6202	20.00
00329	5		0126004 3/11	01-Mar-11	GFOA	ANNUAL DUES-D. SMITH	01-13-11-6262	190.00
00021	0		030111	01-Mar-11	GOEWERT, LINDA	MILEAGE REIMB-FEB 2011	01-13-11-7307	12.24
Sum of Invoices								222.24



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00779	0	P001098	INV00005084	31-Dec-10	AMERICAN TRAFFIC SOLUTIONS, INC.	CAMERA FEES-DECEMBER 2010	01-13-14-6248	54,950.00	
00779	0	P001098	INV00004786	30-Nov-10	AMERICAN TRAFFIC SOLUTIONS, INC.	CAMERA FEES-NOVEMBER 2010	01-13-14-6248	47,327.00	
00050	0		INV0015462	15-Feb-11	REJIS	USER FEES-FEBRUARY 2011	01-13-14-6202	2,295.06	
Sum of Invoices									104,572.06



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01467	0		12686-101	23-Feb-11	CORDIA PLUMBING	REPLACE VENDOR'S VAN MIRROR	01-13-15-6220	116.37
01365	0		08190	01-Mar-11	DIRECT EXPRESS OFFICE SUPPLIES	TONER CARTRIDGES-BLDG/PW	01-13-15-7312	825.81
00046	0		8611121	16-Feb-11	OFFICE ESSENTIALS	25 CASES MULTI-PURPOSE PAPER	01-13-15-7312	787.50
00077	0		2433234	17-Feb-11	QUILL	TONER-COURT, BATTERIES	01-13-15-7312	383.96
00050	0		INV0015463	15-Feb-11	REJIS	NETWORK ACCESS FEE	01-13-15-6213	183.00
01169	0		107268031	25-Feb-11	STAPLES ADVANTAGE	WALL RACK-BLDG DEPT.	01-13-15-7312	35.71
01169	0		107248586	25-Feb-11	STAPLES ADVANTAGE	ENVELOPES	01-13-15-7312	27.73
01169	0		106995190	10-Feb-11	STAPLES ADVANTAGE	FILING SUPPLIES FOR COURT	01-13-15-7312	93.08
01169	0		107017494	10-Feb-11	STAPLES ADVANTAGE	FILE POCKETS	01-13-15-7312	12.56
01169	0		107018021	10-Feb-11	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	264.11
01169	0		107018016	10-Feb-11	STAPLES ADVANTAGE	PENS	01-13-15-7312	12.72
Sum of Invoices								2,742.55



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00015	1		452723515	24-Feb-11	CINTAS CORP. #452	CLEANING SUPPLIES (022411)	06-14-31-7301	1.92
00015	1		452706655	03-Mar-11	CINTAS CORP. #452	CLEANING SUPPLIES (030311)	06-14-31-7301	1.92
00015	1		452723515	24-Feb-11	CINTAS CORP. #452	UNIFORMS (022411)	06-14-31-7308	5.01
00015	1		452706655	03-Mar-11	CINTAS CORP. #452	UNIFORMS (030311)	06-14-31-7308	5.01
00080	0		5909-147-5	18-Feb-11	DIERBERGS	BIRTHDAY CAKES	06-14-31-7304	62.97
00081	1		9464492082	16-Feb-11	GRAINGER	DOOR CLOSER	06-14-31-6212	336.06
00081	1		9463876616	16-Feb-11	GRAINGER	THERMOMETER FOR COMPRESSORS	06-14-31-7302	94.27
00117	0		0025382	24-Feb-11	HOME DEPOT	MISCELLANEOUS TOOLS	06-14-31-7302	287.47
00082	0		0466249	01-Mar-11	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	212.62
00357	0	P001168	113278	17-Feb-11	NEVCO SCOREBOARD CO.	1 WIRELESS SCOREBOARD CONTROL, 2 RECEIVERS AND SHIPPING	06-14-31-9503	1,923.74
Sum of Invoices								2,930.99



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00175	0		773070-00	15-Feb-11	MTI DISTRIBUTING, INC.	VOLTAGE REGULATOR	06-14-32-6211	69.54
00175	0		773068-00	15-Feb-11	MTI DISTRIBUTING, INC.	IGNITION SWITCH & DUAL BELTS	06-14-32-6211	49.55
00175	0		772943-00	14-Feb-11	MTI DISTRIBUTING, INC.	ALTERNATOR/STATOR 3100	06-14-32-6211	54.00
01084	0		CD1416651	17-Feb-11	R&R PRODUCTS, INC.	BEDKNIFE & SCREWS	06-14-32-6210	243.65
01084	0		CD1416651	17-Feb-11	R&R PRODUCTS, INC.	SIGNS	06-14-32-6212	243.50
01084	0		CD1416651	17-Feb-11	R&R PRODUCTS, INC.	SPEED METER	06-14-32-7302	49.25
Sum of Invoices								709.49



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01159	0		470071	14-Feb-11	1ST AYD CORPORATION	MISCELLANEOUS CLEANING SUPPLIE	06-14-33-7301	105.15
00121	0		922231287	23-Feb-11	CALLAWAY GOLF	BALLS FOR RESALE	06-14-33-8324	502.50
00121	0		922208283	14-Feb-11	CALLAWAY GOLF	GOLF BALLS FOR RESALE	06-14-33-8324	379.92
00121	0		922193732	08-Feb-11	CALLAWAY GOLF	APPAREL FOR RESALE	06-14-33-8325	526.85
00117	0		0025382	24-Feb-11	HOME DEPOT	BUILDING SUPPLIES	06-14-33-6212	20.92
00222	0		894130	10-Feb-11	HORNUNG'S PRO GOLF SALES INC	MISCELLANEOUS/GENERAL SUPPLIES	06-14-33-7304	245.06
00217	1	P001147	931599925	18-Feb-11	NIKE USA, INC.	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	156.00
00217	1	P001147	931599924	18-Feb-11	NIKE USA, INC.	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	156.00
01462	0		146964	10-Feb-11	POCKETEC, INC. LADY CLASSIC	GLOVES/APPAREL PRO SHOP	06-14-33-8325	132.10
Sum of Invoices								2,224.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01072	0		636887	24-Feb-11	C.R. FRANK POPCORN AND SUPPLY CO.	SANDWICHES & HOT DOGS FOR RESALE	06-14-34-8315	56.10
00015	1		452723515	24-Feb-11	CINTAS CORP. #452	WIPING TOWELS (022411)	06-14-34-7301	5.17
00015	1		452706655	03-Mar-11	CINTAS CORP. #452	WIPING TOWELS (030311)	06-14-34-7301	5.17
00084	2	P001142	3858268432	15-Feb-11	COCA-COLA	DRINKS FOR RESALE (8317)	06-14-34-8317	612.75
01263	0	P001151	44388	24-Feb-11	FROZEN DISTRIBUTION INC	ICE CREAM FOR RESALE (8319)	06-14-34-8319	157.75
00116	0	P001145	2712	21-Feb-11	SAM'S CLUB	GENERAL SUPPLIES (7304)	06-14-34-7304	16.84
00116	0		2712.	21-Feb-11	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	307.76
Sum of Invoices								1,161.54



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00102	0		699343	23-Feb-11	BEYERS LUMBER	SHELF INSTALLATION MATERIAL	01-16-11-6212	99.06
01448	0	P001162	660081	01-Mar-11	BUILDINGSTARS	CLEANING SERVICE-MARCH 2011	01-16-11-6212	1,420.00
00015	1		452691795	16-Dec-10	CINTAS CORP. #452	UNIFORM RENTAL (12/16/10)	01-16-11-7308	11.74
00015	1		452723506	24-Feb-11	CINTAS CORP. #452	UNIFORM RENTAL (2/24/11)	01-16-11-7308	10.00
00039	0		705287	17-Feb-11	INDUSTRIAL SOAP	CAN LINERS, PAPER TOWELS	01-16-11-6212	658.75
00164	0		013950	02-Mar-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	PAPER TOWEL HOLDERS	01-16-11-6212	66.62
00164	0		013950	02-Mar-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	FUEL SURCHARGE	01-16-11-7301	4.00
00164	0		013950	02-Mar-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	ANTIBACTERIAL SOAP	01-16-11-7301	151.41
00164	0		013949	28-Feb-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	CREDIT MEMO	01-16-11-7301	(151.41)
00164	0		013673	22-Feb-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	HAND SOAP AND DISPENSERS	01-16-11-7301	274.81
00116	0		1677	18-Feb-11	SAM'S CLUB	LOUNGE SUPPLIES	01-16-11-7304	437.88
00054	1		1759560	02-Mar-11	WALTER KNOLL FLORIST	ATRIUM FLORAL MAINTENANCE	01-16-11-6212	80.00
Sum of Invoices								3,062.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00124	0		011802246	20-Feb-11	BANC OF AMERICA LEASING	REC ROOM COPIER APRIL LEASE	01-21-11-6266	309.37
01038	0	P001173	INV02789	14-Feb-11	CALEA	ACCREDITATION FEE - 3RD INSTAL	01-21-11-6202	5,425.00
01470	0		1	01-Mar-11	COLLINS, STEPHEN	SUPPIES & INSTALL OF MONITORS	01-21-11-9504	180.15
00080	0		5849105	10-Feb-11	DIERBERGS	PRISONER MEALS	01-21-11-7309	15.90
00096	0		114795	22-Feb-11	EVS	CHANGEOVER OF (1) ADMIN CAR	01-21-11-6210	420.25
00680	0		02/22/2011	22-Feb-11	FUNKHOUSER, WILLIAM	FEB 2011 LEO MTNG FUNKHOUSER	01-21-11-6264	10.00
00680	0		02/22/11	22-Feb-11	FUNKHOUSER, WILLIAM	FBINAA MONTHLY FEE	01-21-11-6264	18.00
00002	0		021411	14-Feb-11	HAHN, LISA	REIMB FOR RECRUITMENT SUPPLIES	01-21-11-6260	18.73
00146	0		02/22/11	22-Feb-11	HODAK, GEORGE	FBINAA MONTHLY FEE	01-21-11-6264	18.00
00028	0		22211	22-Feb-11	KAYSER, DON	FEBRUARY 2011 LEO MEETING	01-21-11-6264	10.00
00118	0		13773	28-Feb-11	OLD STYLE BODY COMPANY	CAR 2402 REMOVE FIRE PANEL	01-21-11-6210	57.00
00050	0		INV0015463	15-Feb-11	REJIS	LIVE SCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0015463	15-Feb-11	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0	P001026	INV0015463.	15-Feb-11	REJIS	USER FEES-FEBRUARY 2011	01-21-11-6202	4,030.39
00050	0	P001027	INV0015463.	15-Feb-11	REJIS	GLOBAL SOFTWARE SERVICES-FEB 2011	01-21-11-6213	2,798.75
00050	0		INV0015464	14-Feb-11	REJIS	1 MSHP-BACKGROUND CHECK	01-21-11-6203	10.00
00050	0	P001027	INV0015464.	14-Feb-11	REJIS	FIRST RESPONDER ID BADGE	01-21-11-6213	7.50
00116	0		1677	18-Feb-11	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	64.08
00093	0		6189	09-Feb-11	SOUTHWEST FAMILY TESTING	PSYCH EVAL FOR HARTMAN	01-21-11-6203	500.00
00093	0		6188	08-Feb-11	SOUTHWEST FAMILY TESTING	PSYCH EVAL FOR THOMAS	01-21-11-6203	395.00
00656	3		1995608	11-Feb-11	TAB PRODUCTS CO. LLC	BOX OF 300 SHEETS OF LABELS	01-21-11-7304	361.18
01048	0		2532339420	18-Feb-11	VERIZON WIRELESS	MONTHLY AIRCARD CHARGE	01-21-11-6253	43.01
00091	0	P001008	181017	17-Feb-11	WIRELESS USA	SERVICE CONTRACT FEE-MARCH 11	01-21-11-6211	190.00
Sum of Invoices								14,953.31



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050	0		INV0015463	15-Feb-11	REJIS	IMDS ORACLE DB MAIN	01-21-21-6202	10.50
Sum of Invoices								10.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00426	0	P001170	19264	10-Feb-11	ADGRAPHIX	LABOR-INSTALLATION/PRODUCTION	01-21-22-6210	196.00
00426	0	P001170	19264	10-Feb-11	ADGRAPHIX	DIGITALLY PRINTED REFLECTIVE G	01-21-22-6210	1,396.00
00426	0		19360	18-Feb-11	ADGRAPHIX	(6) 17" ROUND MAGNETIC SIGNS	01-21-22-7302	138.00
00426	0		19360	18-Feb-11	ADGRAPHIX	REFLECTIVE "POLICE" TEXT STRIP	01-21-22-7308	20.00
00234	1		343154	21-Feb-11	ED ROEHR SAFETY PRODUCTS	2414 BRACKET FOR SUPER LIGHT	01-21-22-6210	30.73
00096	0		114804	28-Feb-11	EVS	CAR 2422 REPLACE STROBE TUBE	01-21-22-6210	57.70
00096	0		114797	24-Feb-11	EVS	CAR 2405 HEADLIGHT FLASHER	01-21-22-6210	63.51
00094	1		134392	01-Mar-11	FIRESTONE	CAR 2408 - 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		134235	25-Feb-11	FIRESTONE	CAR 2405 3000 & 30000 MILE SVS	01-21-22-6210	196.46
00094	1		134165	23-Feb-11	FIRESTONE	CAR 2403 3000/30000 SERVICE	01-21-22-6210	196.47
00153	0		03022010	02-Mar-11	KOBYLAREK, JUDY	VELCRO FOR USE IN CARS	01-21-22-7307	19.97
00125	0		237530	22-Feb-11	LEON UNIFORM	4 REPLACEMENT RAINCOATS	01-21-22-7308	280.00
00608	0		62815	18-Feb-11	NORTHWEST TIRE & AUTO	REMOVE TRAILER HITCH FRM CAR	01-21-22-6210	119.95
00118	0	P001169	13772	28-Feb-11	OLD STYLE BODY COMPANY	REMOVE & INSTALL FIRE PANELS	01-21-22-6210	750.00
00118	0	P001169	13772	28-Feb-11	OLD STYLE BODY COMPANY	OVER PO AMOUNT-PRICE INCREASE	01-21-22-6210	48.00
00970	0		248188	02-Mar-11	O'REILLY AUTO PARTS	VARIOUS LIGHT BULBS FOR CARS	01-21-22-6210	56.88
00050	0		INV0015463	15-Feb-11	REJIS	14 VERIZON DATA LINES	01-21-22-6253	714.00
00202	1		201093	15-Feb-11	STALKER RADAR	RADAR ANTENNA CABLE	01-21-22-6211	102.00
00266	0		227792	03-Mar-11	SUNTRUP	MOUNT AND BALANCE TIRE	01-21-22-6210	18.50
00490	0		46225	10-Feb-11	TRADEMARK CREATIVE	APAREL FOR VOLUNTEERS	01-21-22-7314	326.37
00237	1		2453661	22-Feb-11	WORLD WIDE TECHNOLOGY	(2) CASES MOBILE PRNTR PAPER	01-21-22-6211	142.48
Sum of Invoices								4,891.01



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00303	1		10272663	31-Jan-11	MISSOURI LAWYERS MEDIA	REQUEST FOR BIDS GROUND MAINT. R.O.W & PARKS	01-31-11- 6260	630.00
01048	1		2530351067	13-Feb-11	VERIZON WIRELESS	AIRCARD CHARGE	6253	43.01
01287	0		030411	04-Mar-11	WOHLBERG, MATT	MILEAGE REIMBURSEMENT	7307	30.09
Sum of Invoices								703.10



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00102	0		698754	11-Feb-11	BEYERS LUMBER	PARTS FOR TIRE SPINNER	01-31-41-6210	26.86
00010	0		880603	01-Mar-11	BRANNEKY HARDWARE	OFFICE SUPPLIES-REPAIR RECORDS	01-31-41-6210	9.41
00010	0		880603	01-Mar-11	BRANNEKY HARDWARE	OFFICE SUPPLIES-REPAIR RECORDS	01-31-41-6211	9.40
00010	0		880307	23-Feb-11	BRANNEKY HARDWARE	MOUSE POISON	01-31-41-6212	22.96
01472	0		42404	28-Jan-11	BUSEY TRUCK EQUIPMENT	REPAIR PLOW LIGHTS ON TRK 311	01-31-41-7310	538.00
01472	0		42403	28-Jan-11	BUSEY TRUCK EQUIPMENT	REPAIR PLOW LIGHTS ON TRK 313	01-31-41-7310	590.00
00013	0		1763-167253	28-Feb-11	CARQUEST	SUPPLIES FOR BRAKE REPAIRS	01-31-41-6210	280.79
00013	0		1763-167292	01-Mar-11	CARQUEST	RADIATOR THERMOSTATE-TRK #101	01-31-41-6210	4.27
00013	0		1763-167370	01-Mar-11	CARQUEST	CREDIT MEMO	01-31-41-6210	(114.00)
00013	0		1763-166657	18-Feb-11	CARQUEST	OIL FILTERS FOR STOCK	01-31-41-6210	62.42
00013	0		1763-167457	03-Mar-11	CARQUEST	FLOOR DRY FOR SHOP	01-31-41-7301	39.24
00394	0	P001139	11-1153	22-Feb-11	CHUCK'S BOOTS	WORK BOOTS-W. KELLY	01-31-41-7308	114.99
00394	0	P001139	11-1096	08-Feb-11	CHUCK'S BOOTS	WORK BOOTS-J. VANDERBECK	01-31-41-7308	119.99
00394	0	P001139	11-1096	08-Feb-11	CHUCK'S BOOTS	WORK BOOTS-B. EWING	01-31-41-7308	109.99
00394	0	P001139	11-1136	19-Feb-11	CHUCK'S BOOTS	WORK BOOTS-O. PARKER	01-31-41-7308	119.99
00394	0	P001139	11-1136	19-Feb-11	CHUCK'S BOOTS	WORK BOOTS-B. PARKER	01-31-41-7308	120.00
00015	1		452723512	24-Feb-11	CINTAS CORP. #452	SAFETY MATS (2/24/11)	01-31-41-6212	36.46
00015	1		452726652	03-Mar-11	CINTAS CORP. #452	SAFETY MATS (3/3/11)	01-31-41-6212	36.24
00015	1		452723512	24-Feb-11	CINTAS CORP. #452	CLEANING SUPPLIES (2/24/11)	01-31-41-7301	18.53
00015	1		452726652	03-Mar-11	CINTAS CORP. #452	CLEANING SUPPLIES (3/3/11)	01-31-41-7301	18.64
00015	1		452723513	24-Feb-11	CINTAS CORP. #452	UNIFORM RENTAL (2/24/11)	01-31-41-7308	52.13
00015	1		452726653	03-Mar-11	CINTAS CORP. #452	UNIFORM RENTAL (3/3/11)	01-31-41-7308	51.38
01427	0		79647	24-Feb-11	CONTRACTORS WELDING INC.	STEEL PLATE TO REPLACE GRATE	01-31-41-7305	377.00
00826	0		1096614	25-Feb-11	CREST INDUSTRIES, INC.	PLOW BOLTS	01-31-41-7310	26.04
01466	0		140027787	23-Feb-11	CROSS MIDWEST TIRE	TIRES FOR TRUCK #207	01-31-41-6210	257.44
01466	0		140027789	23-Feb-11	CROSS MIDWEST TIRE	TIRES FOR 8-FT TILT TRAILER	01-31-41-6211	146.34
01466	0		140027790	23-Feb-11	CROSS MIDWEST TIRE	TIRES FOR LEAF VAC #511	01-31-41-6211	194.00
00261	0		26030	23-Feb-11	DES PERES WELDING, INC.	RECEIVER HITCH FOR SKIDLOADER	01-31-41-6211	123.16
01231	0	P001103	131886	09-Feb-11	FICK SUPPLY SERVICE INC	REMOVAL OF 5700 CY OF LEAVES	01-31-41-6202	15,105.00
00128	1		S2932685.001	16-Feb-11	FROST ELECTRIC	ITEMS FOR DRILL PRESS	01-31-41-6211	69.70
00128	1		S2930914.001	10-Feb-11	FROST ELECTRIC	CLAMPS	01-31-41-6212	16.87



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00128	1		S2929666.002	16-Feb-11	FROST ELECTRIC	SAWSALL REPAIR	01-31-41-6212	94.48
00766	0		1359	04-Feb-11	GATEWAY HOSE & FITTINGS, LLC	HOSES FOR SALT SPREADER/PLOW	01-31-41-7310	394.15
00081	1		9470046195	23-Feb-11	GRAINGER	CABINET FOR TIRE MACHINE	01-31-41-6211	211.60
00081	1		9469024625	22-Feb-11	GRAINGER	CIRCUIT BREAKER FOR DRILL PRES	01-31-41-6212	73.76
01452	0	P001166	9603	26-Jan-11	GUNTHER SALT COMPANY	ROAD SALT DELIVERY	01-31-41-7310	16,563.03
00105	2		000132260	25-Feb-11	JOHNNY ON THE SPOT #347	RENTAL UNITS FOR LEAF SITES	01-31-41-6266	197.80
00789	0		336389	02-Mar-11	K&K SUPPLY	SIDEWALK REPAIR ITEMS	01-31-41-7305	169.46
01134	0		1852441	28-Feb-11	KIMBALL MIDWEST	SHOP SUPPLIES	01-31-41-6212	158.19
00209	0		121980/1	24-Feb-11	KIRKWOOD MATERIAL SUPPLY	ASPHALT AND DIRT TAMPERS	01-31-41-7305	111.95
00794	1	P001053	0207724-IN	24-Feb-11	LANGE STEGMAN	HAUL & DELIVER 344.36 TONS SAL	01-31-41-7310	2,606.81
00634	0		OTT1314	28-Feb-11	LINE-X OF SAINT LOUIS, INC.	SPRAY-ON LINER FOR TRUCK #103	01-31-41-6210	375.00
00411	0		101909	17-Feb-11	N.B. WEST CONTRACTING CO.	COLD PATCH FOR REPAIRS	01-31-41-7305	139.00
01095	1		511133	01-Mar-11	NAPA AUTO PARTS	FILTERS FOR STOCK	01-31-41-6210	152.33
00970	0		1388-330132	11-Aug-10	O'REILLY AUTO PARTS	TIRE GAUGES, AIR CHUCKS	01-31-41-6210	26.88
00970	0		1388-322997	18-Jun-10	O'REILLY AUTO PARTS	PAINT FOR TRK #101	01-31-41-6210	18.37
00970	0		1852-216593	08-Jul-10	O'REILLY AUTO PARTS	SPRAY PAINT FOR TRUCKS	01-31-41-6210	21.96
00970	0		1852-216582	08-Jul-10	O'REILLY AUTO PARTS	PAINT FOR ARROW BOARD	01-31-41-7311	10.98
00310	0		5023729	11-Feb-11	REUTHER	SNOW PLOW PARTS TRK #309	01-31-41-7310	29.66
00110	0		307145	28-Feb-11	RICMAR INDUSTRIES	CURB PAINT, OIL	01-31-41-6212	299.33
00270	1		28514-00	22-Feb-11	TERMINAL SUPPLY CO.	STROBE LIGHTS FOR PLOW TRUCKS	01-31-41-7310	190.38
00092	14		021111	11-Feb-11	TREASURER, ST. LOUIS COUNTY	VEHICLE REPAIRS-JAN 2011	01-31-41-6210	2,593.14
Sum of Invoices								43,021.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1	P001157	013378787	07-Mar-11	ALLIED WASTE	RESIDENTIAL SERVICE-FEB 2011	01-31-42-6214	83,131.20
00105	1	P001158	013378787	07-Mar-11	ALLIED WASTE	RECYCLING SERVICE-FEB 2011	01-31-42-6217	24,067.20
Sum of Invoices								107,198.40



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00010	0		880273	24-Feb-11	BRANNEKY HARDWARE	PRUNERS, SWITCHS & COVERS	01-31-43-7302	59.14
00015	1		452723512	24-Feb-11	CINTAS CORP. #452	CLEANING SUPPLIES (2/24/11)	01-31-43-7301	18.53
00015	1		452726652	03-Mar-11	CINTAS CORP. #452	CLEANING SUPPLIES (3/3/11)	01-31-43-7301	18.64
00015	1		452723513	24-Feb-11	CINTAS CORP. #452	UNIFORM RENTAL (2/24/11)	01-31-43-7308	52.12
00015	1		452726653	03-Mar-11	CINTAS CORP. #452	UNIFORM RENTAL (3/3/11)	01-31-43-7308	51.37
00209	0		121651-1	15-Feb-11	KIRKWOOD MATERIAL SUPPLY	STRAW FOR DOG PARK	01-31-43-6247	41.00
01387	0		10532	18-Feb-11	REESE RECREATION	PLAYGROUND ITEMS-MILLENNIUM PK	01-31-43-6212	52.40
00110	0		307026	21-Feb-11	RICMAR INDUSTRIES	PARKS RESTROOM CHEMICALS	01-31-43-6212	111.92
00173	0		IN091563	03-Mar-11	SUPREME TURF PRODUCTS	LANDSCAPE CHEMICALS	01-31-43-7303	680.00
Sum of Invoices								1,085.12



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00213	0		012711-1	27-Jan-11	MCLAUGHLIN COURT REPORTING SERVICES, INC	CRT REPORTER-BOA 1/27/11	01-32-11-6203	75.00	
00303	1		10273820	09-Feb-11	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-PET SPAS	01-32-11-6260	35.96	
Sum of Invoices									110.96



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00009	0		030211	03-Mar-11	BOLLS, SCOTT	REIMB-ICC ENERGY SEMINAR	01-32-61-6261	30.56
00009	0		030311	03-Mar-11	BOLLS, SCOTT	MILEAGE REIMB FOR FEB 2011	01-32-61-7307	445.74
00058	0		022811	28-Feb-11	BURKE, PATRICK	MILEAGE REIMB FOR FEB 2011	01-32-61-7307	200.94
01323	1		034340500	16-Feb-11	INDOX SERVICES	OUTDOOR STICKERS-RES. HVAC	01-32-61-7304	32.72
00152	3		022411	24-Feb-11	INTERNATIONAL CODE COUNCIL	ENERGY STANDARD FOR BUILDINGS	01-32-61-6261	120.00
00112	0		40088	09-Feb-11	MPS	RES DEV PERMIT INFORMATION	01-32-61-7304	91.00
00045	1	550520762001	18-Feb-11	OFFICE DEPOT	OFFICE CHAIR		01-32-61-9504	137.50
00032	0		030111	01-Mar-11	UNSER, STEVE	MILEAGE REIMB FOR FEB 2011	01-32-61-7307	61.20
00057	0		022811	28-Feb-11	WOODS, DENNIS	MILEAGE REIMB FOR FEB 2011	01-32-61-7307	155.55

Sum of Invoices

1,275.21



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/8/2011

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00606	0	P001086	PAY #4	02-Mar-11	HORNER & SHIFRIN INC	PAY #4-EMERSON RD CONCEPT PLAN	02-61-71-9510-11603	2,323.50
Sum of Invoices								2,323.50

GRAND TOTAL OF ALL INVOICES 332,810.45

**AN ORDINANCE AMENDING SECTION 240.040 OF THE CREVE COEUR
CODE OF ORDINANCES PERTAINING TO GREENS FEES – CREVE COEUR
GOLF COURSE.**

WHEREAS, City staff has explored opportunities to increase golf course revenues; and

WHEREAS, internet and email-based marketing would allow the City to instantly advertise discounted greens fees during slow periods such as periods of inclement weather; and

WHEREAS, City staff does not currently have authority to discount greens fees.

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

SECTION 1: Section 240.040 of the Creve Coeur Code of Ordinances is amended by adding the following text at the end of the section:

The City Administrator or his designee shall have authority to temporarily discount greens fees from time to time when deemed appropriate for the purposes of marketing the golf course and maximizing golf course usage and revenues.

SECTION 2: This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED THIS _____ DAY OF MARCH, 2011

A.J. WANG
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF MARCH, 2011

AJ Wang, Council President
Acting for Mayor During Temporary
Absence Pursuant to Section 3.4
Of the City Charter

ATTEST:

DEBORAH RYAN, CITY CLERK
CITY CLERK



INTEROFFICE MEMORANDUM

Date: February 28, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Golf Course Operations

Over the last couple of months, staff has explored alternatives for increasing revenues and decreasing expenditures at the City's golf course including online marketing, personnel cost reductions through staff restructuring, and contracting a private golf management firm to either directly manage the course or provide consulting services to the City. During this process, staff has contacted multiple golf management firms to review the course's operations and financials to help identify the most viable alternatives.

Online Marketing and Flexible Fees

Effective marketing is critical to the success of the golf course. In addition to traditional marketing through print media and direct contacts to local leagues, businesses and residents that staff will continue, it is recommended that the City use an online golf course marketing program to increase market exposure and provide staff with the ability to instantly advertise discounted rates based on current demand for tee times.

Staff has begun working with GolfNow.com to add the Creve Coeur Golf Course to its site. GolfNow.com, which is owned by the Golf Channel, has a wide local and national following. The most attractive feature of GolfNow.com is that it allows courses to market specific tee times at discounted rates based on seasonal or even real-time demand. For example, during non-primetime hours or during periods of inclement weather when tee times are left unsold, staff would be able to directly market these times on GolfNow.com at discounted rates in order to maximize course usage and revenues. City staff would have the ability to instantly add or remove specific tee times from the site each day as needed. In exchange for use of the site, the City would agree to give one tee time to GolfNow.com on each day that the City uses the site. If the tee time sells, GolfNow.com collects the revenue for this tee time. If the time does not sell, GolfNow does not collect any revenue and nothing further is owed from the City to GolfNow.com. The City collects 100% of the revenues from all other tee times booked through the site. GolfNow.com charges golfers a \$1.50 surcharge to process each tee time that is booked through its site.

An ordinance to amend the City's golf course fees is required to provide staff with the discretion to temporarily discount selected tee times. This ordinance is attached for Council's consideration. Cart fees, which pay for the cost of purchasing and maintaining the carts, will not be discounted. It is difficult to project the impact of online marketing to revenues; however, staff will use discretion in determining the most effective use of the program and will periodically reevaluate and report on the program's success.

Staff Restructuring

Full-time personnel costs including salaries and benefits account for the majority of the City's total budget. The City continually explores alternatives for replacing full-time personnel with part-time and seasonal staff when appropriate. In order to reduce personnel expenditures at the golf course, one of the City's two full-time golf course grounds keeper positions has been eliminated and will be replaced with part-time or seasonal staff. The seasonal or part-time staff will replace approximately the same number of man hours as the full-time position while saving approximately \$15,000 to \$20,000 on benefit costs to the City.

Private Management

Staff has had multiple meetings and conversations with local and national golf management firms in recent months to explore options for improving the viability of the golf course through a private partnership such as through leasing arrangement, a third-party management contract, or a consulting arrangement. These firms have analyzed the golf course financials and operations and have visited the course. None of the firms have expressed any interest in entertaining a lease agreement with the City due to the current economy in which most courses are struggling to make a profit. After reviewing the course's financial statements and operations, most of the firms contacted have also frankly stated that a management fee would not be in the City's best interest as the potential savings are not likely to offset management fees, which range upwards of \$90,000 per year. Staff has also investigated opportunities to partner with a private firm to take advantage of volume discounts on purchases and to utilize proprietary electronic marketing tools to increase play. A consulting arrangement may be more viable than a third-party management fee in terms of cost; however, no firm that the City has contacted will guarantee that the savings and revenue they will generate will be enough to offset their management or consulting fees. Additionally, in talking with these management firms, staff has identified areas to improve the operations and marketing of the course that it can do without the assistance of a third party including staff restructuring where appropriate and online marketing as discussed above.

Building Efficiency

Staff is also recommending upgrades to the ice arena and pro shop building lighting and mechanical systems as part of the FY12-16 capital improvement program. If approved, these building energy efficiency upgrades could save tens of thousands of dollars per year in reduced utility costs.

I would be happy to provide any additional information as requested.

SUBSTITUTE RESOLUTION NO. 949

A RESOLUTION APPROVING CHANGES TO THE DONATIONS POLICY AND PROCEDURES OF THE CITY OF CREVE COEUR.

WHEREAS, prevention of fraud and corruption is an important objective for any organization and,

WHEREAS, the City of Creve Coeur desires to encourage the prevention and reporting of any fraud or corruption which may occur within its organization and,

WHEREAS, in 2004 the City of Creve Coeur originally adopted an anti-fraud and corruption policy in response to recommendations made by the City's auditors and,

WHEREAS, it is recognized that solicitation of donations by individual City officials or employees from parties having current or potential contracts, applications or other formal business before the City can create a potential conflict of interest and,

WHEREAS, amending the current policy to address solicitation of donations by individual City officials or employees helps the City to maintain the integrity of its relationships with vendors, developers, service providers, or any other parties having current or pending interests with the City.

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

SECTION 1. The Donations Policy and Procedures of the City are hereby revised to read as follows:

Section 1. Purpose

The purpose of this policy is to establish procedures and guidelines regarding the solicitation and acceptance of donations to the City for use by its citizens, employees and officials. Employees and officials as individuals are also subject to the City's Anti-Fraud & Corruption Policy. A uniform set of procedures shall be followed in solicitation and acceptance of all donations and proper approval shall be obtained prior to solicitation or acceptance. All cash, equipment, in-kind services, materials, donated to the City, sponsorship arrangements, and business discount offers to City employees and/or officials shall be accounted for in accordance with the procedures set forth in this policy.

Section 2. Definitions

1. Donation. For purposes of this policy, the term "donation" means a monetary contribution and/or equipment, in-kind goods or services, or business discounts, which a City department or the City would accept and for which the donor would not receive any goods or service in return.

2. Business Discount. For the purposes of this policy, the term "business discount" means any offer, formal or informal, to discount the normal purchase price of any item for City employees and/or officials because of their affiliation with the City of Creve Coeur. Such offers may include coupons, promotional discounts, and other programs that would provide special discounted rates to City employees and/or officials that are not extended to the general public.

SUBSTITUTE RESOLUTION NO. 949

3. Sponsorship. For the purposes of this policy, the term “sponsorship” means an arrangement in which a person would make a donation in support of a City event and the City would provide in return benefits such as name recognition and special participation in the event.

Section 3. Policy and Procedures

1. Donations and sponsorships valued at \$1,000 or less.

- a. The City Administrator will consider the guidelines established in Section 4 of this policy and either accept or reject offers of donations of money, equipment and in-kind contributions or sponsorships to the City up to \$1,000.
- b. Donated money will be expended for general purposes or specified purposes, if agreed upon with the donor, as one-time supplements to the City’s operating budget. Donations of equipment will be considered based on program outcomes, department goals and needs. Each donation will be evaluated for usefulness, and costs of potential replacement/rental rates will be considered. In-kind contributions and sponsorships, or business discounts for specific events will be treated in the same way as donated funds.
- c. The City Administrator will accept or reject donations to the City and sponsorship arrangements with the City and business discount offers for City employees and/or officials with a cumulative value of up to \$1,000. Acceptance of such discount offers by individuals shall comply with the policies and procedures set forth in the City’s Anti-Fraud and Corruption Policy. Unless otherwise directed by the City Council, the City Administrator shall determine any necessary allocation of gifts to the City.
- d. Donations, sponsorships, and business discounts that are approved by the City Administrator shall be recorded by the Office of the City Administrator. Recorded information shall include the name of the donor or sponsor, a description of the donation, sponsorship or discount including approximate material value, and the date of approval by the City Administrator.

2. Donations and sponsorships valued at more than \$1,000.

- a. For monetary, equipment and in-kind contributions, sponsorships, or discounts with material values over \$1,000, a report to the City Council will be written outlining the purpose of each proposed transaction and any relevant considerations of the guidelines provided in Section 4 of this policy. The City Council will decide, on a per-case basis, if donations or sponsorships should be accepted or rejected. Corporations offering in-kind contributions will be requested to state the value of the offered item or service.
- b. All donations and sponsorships valued at more than \$1,000 either separately or cumulatively during a calendar year require City Council approval. Subsequent to Council’s acceptance, procedures for handling transactions of more than \$1,000 shall be the same as those for the acceptance of transactions valued at \$1,000 or less.

Section 4. Guidelines for Accepting Donations

The following criteria shall be considered in the acceptance or rejection of all donations:

SUBSTITUTE RESOLUTION NO. 949

1. Does acceptance of funds, equipment or in-kind services, materials, or business discounts, present a conflict of interest for the City or its employees? Regardless of the value, donations shall not be accepted if there is reason to believe there may be a conflict of interest. Examples may include donations from:
 - a. donors that are involved in a matter under current review with a pending outcome with any City process such as any zoning or development matter, building inspection, police investigation, property maintenance code investigation, or any investigation into the violation of municipal code.
 - b. contractors, vendors, or persons seeking to provide services/materials to the City of Creve Coeur.
2. Do restrictions upon the use of the item or funds make it practical to accept?
3. Do restrictions on disposal or retention of the item or funds make it practical to accept?
4. Is required accounting for the item or funds excessively difficult?
5. Would donated materials or equipment require extensive repair or maintenance, and if so, is maintenance support available?
6. Does the equipment or materials require the purchase of additional items to be useful?
7. Will the donation result in an increase to the City's budget? Donations are to be considered one-time supplements and should not be used to develop new programs or services which would require budget supplements from the City in the current or subsequent years.

Section 5. Solicitations

1. Solicitation of donations to the City shall be subject to this section 5 of this policy as well as the same procedures that would apply to acceptance of an unsolicited donation under section 4 of this policy. Approval of a solicitation shall constitute approval of acceptance unless the terms and conditions required for acceptance are materially different from those included with the solicitation.

2. Other than a donation solicitation approved pursuant to Section 5.3, no elected or appointed City official or employee of the City shall directly solicit anything of value, for any purpose, from a person or corporation:

a. that is currently seeking or subject to official action of, or doing business with, the City, or anticipated to be doing so in the immediate future; or

b. whose interests may be substantially affected by the performance or nonperformance of the individual's official duties.

3. City officials and employees shall obtain approval prior to soliciting donations to the City. If the solicitation is for a donation of less than \$1,000, approval shall be obtained from the City Administrator. If the solicitation is for a donation of \$1,000 or more, approval shall be obtained from the City Council. City officials and employees soliciting donations to the City from those that are or have previously engaged in the conduct set forth in section 5.2 of this policy, shall make clear that such solicitations are not connected to or presented as requests for payment for services rendered and otherwise strive to avoid any semblance of impropriety.

While the City cannot provide its approval for solicitation purposes other than for donations to the City, City officials and employees should make clear that such solicitations are not connected to or presented as requests for payment for services rendered by the City.

SUBSTITUTE RESOLUTION NO. 949

4. Those soliciting donations are prohibited from exerting any form of pressure upon those they have benefited through official acts.
5. City officials and employees shall not offer any form of “special access” to themselves in exchange for donations.
6. City officials and employees shall not solicit anything of value, for a private purpose, through the use of the City’s letterhead, official stationary, assigned City email address, or any other means that suggest that the solicitation is made with authority or on behalf of the City.
7. City officials shall not directly solicit anything of value from City employees. City employees shall not directly solicit anything of value from their subordinates. Notwithstanding the foregoing, fundraising campaigns directed to all employees may be approved by the City Administrator.
8. This policy does not apply to solicitations of campaign contributions. Such activities are subject to separate regulations, including Chapter 130 RSMo.

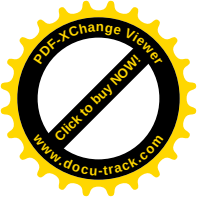
SECTION 2 – THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS ____ DAY OF _____, 2011.

AJ Wang, Council President
Acting for Mayor During Temporary
Absence Pursuant to Section 3.4
Of the City Charter

ATTEST:

Deborah Ryan
City Clerk



City of Creve Coeur Donations Policy and Procedures

Whereas, from time to time donations are offered to and/or requested by the City, and

Whereas, the City benefits from having a formal policy regarding such donations,

Now, therefore, on this day of , the City establishes the following revised policy and procedures,

Section 1. Purpose

The purpose of this policy is to establish procedures and guidelines regarding~~for~~ the solicitation and acceptance of donations to the City for use by its citizens, employees and officials. Employees and officials as individuals are also subject to the City's Anti-Fraud & Corruption Policy. A uniform set of procedures shall be followed in solicitation and acceptance of all donations and proper approval shall be obtained prior to solicitation or acceptance. All cash, equipment, in-kind services, materials, donated to the City, sponsorship arrangements, and business discount offers to City employees and/or officials shall be accounted for in accordance with the procedures set forth in this policy.

Section 2. Definitions

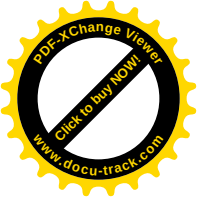
1. Donation. For purposes of this policy, the term "donation" means a monetary contribution and/or equipment, in-kind goods or services, or business discounts, which a City department or the City would accept~~has accepted~~ and for which the donor ~~has not~~ would not receive any goods or service in return.

2. Business Discount. For the purposes of this policy, the term "business discount" means any offer, formal or informal, to discount the normal purchase price of any item for City employees and/or officials because of ~~their~~~~his or her~~ affiliation with the City of Creve Coeur. Such offers may include coupons, promotional discounts, and other programs that would provide special discounted rates to City employees and/or officials that are not extended to the general public.

3. Sponsorship. For the purposes of this policy, the term "sponsorship" means an arrangement in which a person would make a donation in support of a City event and the City would provide in return benefits such as name recognition and special participation in the event.

Section 3. Policy and Procedures

1. Donations and sponsorships valued at \$1,000 or less.



- a. The City Administrator will consider the guidelines established in Section 4 of this policy and either accept or reject offers of donations of money, equipment and in-kind contributions or sponsorships to the City up to \$1,000.
- b. Donated money will be expended for general purposes or specified purposes, if agreed upon with the donor, as one-time supplements to the City's operating budget. Donations of equipment will be considered based on program outcomes, department goals and needs. Each donation will be evaluated for usefulness, and costs of potential replacement/rental rates will be considered. In-kind contributions and sponsorships, or business discounts for specific events will be treated in the same way as donated funds.
- c. The City Administrator will accept or reject donations to the City and sponsorship arrangements with the City and business discount offers for City employees and/or officials with a cumulative value of up to \$1,000. Acceptance of such discount offers by individuals shall comply with the policies and procedures set forth in the City's Anti-Fraud and Corruption Policy. Unless otherwise directed by the City Council, the City Administrator shall determine any necessary allocation of gifts to the City.
- d. Donations, sponsorships, and business discounts that are approved by the City Administrator shall be recorded by the Office of the City Administrator. Recorded information shall include the name of the donor or sponsor, a description of the donation, sponsorship or discount including approximate material value, and the date of approval by the City Administrator.

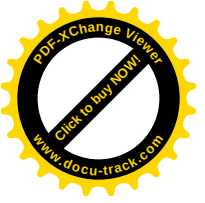
2. Donations and sponsorships valued at more than \$1,000.

- a. For monetary, equipment and in-kind contributions, sponsorships, or discounts with material values over \$1,000, a report to the City Council will be written outlining the purpose of each proposed transaction and any relevant considerations of the guidelines provided in Section 4 of this policy. The City Council will decide, on a per-case basis, if donations or sponsorships should be accepted or rejected. Corporations offering in-kind contributions will be requested to state the value of the offered item or service.
- b. All donations and sponsorships valued at more than \$1,000 either separately or cumulatively during a calendar year require City Council approval. Subsequent to Council's acceptance, procedures for handling transactions of more than \$1,000 shall be the same as those for the acceptance of transactions valued at \$1,000 or less.

Section 4. Guidelines for Accepting Donations

The following criteria shall be considered in the acceptance or rejection of all donations:

1. Does acceptance of funds, equipment or in-kind services, materials, or business discounts, present a conflict of interest for the City or its employees? Regardless of the value, donations shall not be accepted if there is reason to believe there may be a conflict of interest. Examples may include donations from:



- a. donors that are involved in a matter under current review with a pending outcome with any City process such as any zoning or development matter, building inspection, police investigation, property maintenance code investigation, or any investigation into the violation of municipal code.
 - b. contractors, vendors, or persons seeking to provide services/materials to the City of Creve Coeur.
2. Do restrictions upon the use of the item or funds make it practical to accept?
3. Do restrictions on disposal or retention of the item or funds make it practical to accept?
4. Is required accounting for the item or funds excessively difficult?
5. Would donated materials or equipment require extensive repair or maintenance, and if so, is maintenance support available?
6. Does the equipment or materials require the purchase of additional items to be useful?
7. Will the donation result in an increase to the City's budget? Donations are to be considered one-time supplements and should not be used to develop new programs or services which would require budget supplements from the City in the current or subsequent years.

Section 5. Solicitations of Donations

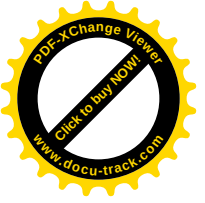
1. Solicitation of donations to the City shall be subject to this section 5 of this policy as well as the same procedures that would apply to acceptance of an unsolicited donation under section 4 of this policy. Approval of a solicitation shall constitute approval of acceptance unless the terms and conditions required for acceptance are materially different from those included with the solicitation.

2. No elected or appointed City official or employee of the City shall solicit anything of value, for any purpose, from a person or corporation:

a. that is currently seeking or subject to official action of, or doing business with, the City, or anticipated to be doing so in the immediate future; or

b. whose interests may be substantially affected by the performance or nonperformance of the individual's official duties.

3. With advance approval, City officials and employees may solicit donations to the City from those that have previously engaged in the conduct set forth in section 5.2 of this policy, provided that such solicitations are not connected to or presented as requests for payment for services rendered and that a reasonable period of time has passed, so as to avoid any semblance of impropriety. While the City cannot provide its approval, City officials and employees that wish to solicit something of value for purposes other than



donations to the City from those that have previously engaged in the conduct set forth in section 5.2 of this policy should make sure such solicitations are not connected to or presented as requests for payment for services rendered by the City and that a reasonable period of time has passed, so as to avoid any semblance of impropriety.

4. Those soliciting donations are prohibited from exerting any form of pressure upon those they have benefited through official acts.

5. City officials and employees shall not offer any form of "special access" to themselves in exchange for donations.

6. City officials and employees shall not solicit anything of value, for a private purpose, through the use of the City's letterhead, official stationary, assigned City email address, or any other means that suggest that the solicitation is made with authority or on behalf of the City.

7. City officials shall not directly solicit anything of value from City employees. City employees shall not directly solicit anything of value from their subordinates. Notwithstanding the foregoing, fundraising campaigns directed to all employees may be approved by the City Administrator.

8. This policy does not apply to solicitations of campaign contributions. Such activities are subject to separate regulations.

**AN ORDINANCE ESTABLISHING REVISED DONATIONS POLICY AND
PROCEDURES OF THE CITY OF CREVE COEUR.**

WHEREAS, prevention of fraud and corruption is an important objective for any organization, and

WHEREAS, the City of Creve Coeur desires to encourage the prevention and reporting of any fraud or corruption which may occur within its organization, and

WHEREAS, in 2004 the City of Creve Coeur originally adopted an anti-fraud and corruption policy in response to recommendations made by the City's auditors, and

WHEREAS, it is recognized that solicitation of donations by individual City officials or employees from parties having current or potential contracts, applications or other formal business before the City can create a potential conflict of interest, and

WHEREAS, amending and codifying the current policy to address solicitation of donations by individual City officials or employees helps the City to maintain the integrity of its relationships with vendors, developers, service providers, or any other parties having current or pending interests with the City,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AS FOLLOWS:

SECTION 1. The revised Donations Policy and Procedures of the City are hereby established and incorporated into Chapter 130 Article III of the City Code of Ordinance as follows:

A. The following statement of purpose is added as Section 130.050.D:

This policy also establishes procedures and guidelines regarding the solicitation and acceptance of donations to the City for use by its citizens, employees and officials. Employees and officials as individuals are also subject to the City's Anti-Fraud & Corruption Policy. A uniform set of procedures shall be followed in solicitation and acceptance of all donations and proper approval shall be obtained prior to solicitation or acceptance. All cash, equipment, in-kind services, materials, donated to the City, sponsorship arrangements, and business discount offers to City employees and/or officials shall be accounted for in accordance with the procedures set forth in this policy.

B. The following definitions are added to Section 130.060:

Donation. For purposes of this policy, the term "donation" means a monetary contribution and/or equipment, in-kind goods or services, or business discounts, which a City department or the City would accept and for which the donor would not receive any goods or service in return.

Business Discount. For the purposes of this policy, the term “business discount” means any offer, formal or informal, to discount the normal purchase price of any item for City employees and/or officials because of their affiliation with the City of Creve Coeur. Such offers may include coupons, promotional discounts, and other programs that would provide special discounted rates to City employees and/or officials that are not extended to the general public.

Sponsorship. For the purposes of this policy, the term “sponsorship” means an arrangement in which a person would make a donation in support of a City event and the City would provide in return benefits such as name recognition and special participation in the event.

C. The following is added as new Section 130.070.C (and existing Sections 130.070.C-G are re-lettered accordingly):

1. Donations and sponsorships valued at \$1,000 or less.

a. The City Administrator will consider the guidelines established in subsection C.3 of this policy and either accept or reject offers of donations of money, equipment and in-kind contributions or sponsorships to the City up to \$1,000.

b. Donated money will be expended for general purposes or specified purposes, if agreed upon with the donor, as one-time supplements to the City’s operating budget. Donations of equipment will be considered based on program outcomes, department goals and needs. Each donation will be evaluated for usefulness, and costs of potential replacement/rental rates will be considered. In-kind contributions and sponsorships, or business discounts for specific events will be treated in the same way as donated funds.

c. The City Administrator will accept or reject donations to the City and sponsorship arrangements with the City and business discount offers for City employees and/or officials with a cumulative value of up to \$1,000. Acceptance of such discount offers by individuals shall comply with the policies and procedures set forth in the City’s Anti-Fraud and Corruption Policy. Unless otherwise directed by the City Council, the City Administrator shall determine any necessary allocation of gifts to the City.

d. Donations, sponsorships, and business discounts that are approved by the City Administrator shall be recorded by the Office of the City Administrator. Recorded information shall include the name of the donor or sponsor, a description of the donation, sponsorship or discount including approximate material value, and the date of approval by the City Administrator.

2. Donations and sponsorships valued at more than \$1,000.

a. For monetary, equipment and in-kind contributions, sponsorships, or discounts with material values over \$1,000, a report to the City Council will be written outlining the purpose of each proposed transaction and any relevant considerations of the guidelines provided in subsection C.3. The City Council will decide, on a per-case basis, if donations or sponsorships should be accepted or rejected. Corporations offering in-kind contributions will be requested to state the value of the offered item or service.

b. All donations and sponsorships valued at more than \$1,000 either separately or cumulatively during a calendar year require City Council approval. Subsequent to Council's acceptance, procedures for handling transactions of more than \$1,000 shall be the same as those for the acceptance of transactions valued at \$1,000 or less.

3. Guidelines for Accepting Donations

The following criteria shall be considered in the acceptance or rejection of all donations:

- a. Does acceptance of funds, equipment or in-kind services, materials, or business discounts, present a conflict of interest for the City or its employees? Regardless of the value, donations shall not be accepted if there is reason to believe there may be a conflict of interest. Examples may include donations from:
 1. donors that are involved in a matter under current review with a pending outcome with any City process such as any zoning or development matter, building inspection, police investigation, property maintenance code investigation, or any investigation into the violation of municipal code.
 2. contractors, vendors, or persons seeking to provide services/materials to the City of Creve Coeur.
- b. Do restrictions upon the use of the item or funds make it practical to accept?
- c. Do restrictions on disposal or retention of the item or funds make it practical to accept?
- d. Is required accounting for the item or funds excessively difficult?
- e. Would donated materials or equipment require extensive repair or maintenance, and if so, is maintenance support available?
- f. Does the equipment or materials require the purchase of additional items to be useful?
- g. Will the donation result in an increase to the City's budget? Donations are to be considered one-time supplements and should not be used to develop new

programs or services which would require budget supplements from the City in the current or subsequent years.

4. Solicitations

a. Solicitation of donations to the City shall be subject to this subsection C.4 as well as the same procedures that would apply to acceptance of an unsolicited donation under subsection C.3. Approval of a solicitation shall constitute approval of acceptance unless the terms and conditions required for acceptance are materially different from those included with the solicitation.

b. City officials and employees shall obtain approval prior to soliciting donations to the City. If the solicitation is for a donation of less than \$1,000, approval shall be obtained from the City Administrator. If the solicitation is for a donation of \$1,000 or more, approval shall be obtained from the City Council.

c. Other than a donation solicitation approved pursuant to subsection C.4.b, no elected or appointed City official or employee of the City shall directly solicit anything of value, for any purpose, from a person or corporation:

1. that is currently seeking or subject to official action of, or doing business with, the City, or anticipated to be doing so in the immediate future; or
2. whose interests may be substantially affected by the performance or nonperformance of the individual's official duties.

d. City officials and employees soliciting donations in compliance with this policy (i.e. either with approval or after restrictions no longer apply) from those that are or have previously engaged in the conduct set forth in subsection C.4.c of this policy, shall make clear that such solicitations are not connected to or presented as requests for payment for services rendered and otherwise strive to avoid any semblance of impropriety.

e. Those soliciting donations are prohibited from exerting any form of pressure upon those they have benefited through official acts.

f. City officials and employees shall not offer any form of "special access" to themselves in exchange for donations.

g. City officials and employees shall not solicit anything of value, for a private purpose, through the use of the City's letterhead, official stationary, assigned City email address, or any other means that suggest that the solicitation is made with authority or on behalf of the City.

BILL NO. 5296

ORDINANCE NO. _____

h. City officials shall not directly solicit anything of value from City employees. City employees shall not directly solicit anything of value from their subordinates. Notwithstanding the foregoing, fundraising campaigns directed to all employees may be approved by the City Administrator.

i. This policy does not apply to solicitations of campaign contributions. Such activities are subject to separate regulations, including Chapter 130 RSMo.

D. Existing Section 130.070.C (hereby changed to 130.070.D) is revised so that the first sentence reads as follows:

Any complaint regarding a violation of the provisions of Section 130.070(A) or Section 130.070(C) shall be presented to the Missouri Ethics Commission established under Section 105.955 RSMo. or its successor.

SECTION 2: This Ordinance shall take effect in accordance with Section 3.11(g) of the Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

A. J. Wang
President Of City Council

APPROVED THIS ____ DAY OF _____, 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

ATTEST:

Deborah Ryan
City Clerk

AN ORDINANCE TO AMEND CHAPTER 405, THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, BY ADDING PET SPAS AS A PERMITTED USE IN COMMERCIAL ZONING DISTRICTS "MX" MIXED USE, "PC" PLANNED COMMUNITY, "GC" GENERAL COMMERCIAL, AND "CB" CORE BUSINESS, AND ESTABLISHING DEFINITION FOR SUCH USE.

WHEREAS, Chapter 405 does not currently permit pet spa services within any commercial zoning district; and,

WHEREAS, Ellen Parfenov has requested that pet spas be included with the list of permitted uses in the "PC" Planned Community Zoning District, and establishing a definition for such activity; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for an addition to the provisions of the City Code of Ordinances and related amendments to other sections as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; 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 March 7, 2011, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a unanimous vote revised and recommended approval of the subject amendments at its meeting on Monday, March 7, 2011; 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 a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City 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 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.

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

SECTION 1: Section 205.060 *Limitations On Number Kept* of Chapter 205, Animals and Fowl, of the City of Creve Coeur's Code of Ordinances shall be amended to include Pet Spas to the exceptions on the limitations on the number of animals kept, as follows:

Section 205.060 Limitations On Number Kept

- D. This Section shall not apply to a pet shop, pet spa (as defined in Section 405.120), or a veterinarian's office.

SECTION 2: Section 405.120, *Definition of Terms* of Chapter 405, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended to include a new definition for a Pet Spa as follows:

Section 405.120 Definition of Terms

Pet Spa: An animal specialty service facility offering, by appointment only, spa services for the health, wellness, and overall wellbeing of domestic dogs and cats that include massages, facials, pedicures and nail art, aromatherapy, healthy coat conditioning treatments, and grooming. Minimum facility area shall provide for one hundred (100) square feet per pet with a maximum of twenty (20) pets at any one time, with no outdoor activity nor overnight boarding, nor daycare services, and where animals are not to remain at the spa for extended time periods beyond the appointment time. All pets are to be removed no later than 8 pm.

SECTION 3: Appendix C, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding "Pet Spa Services" to Section 405.340, *Permitted Uses*, in the "MX" Mixed Use zoning district, *and* subsequent sections renumbered accordingly, as follows:

Section 405.340: "MX" Mixed Use District**B. Permitted Uses**

1. Class 1 –Between 1.00 and 2.99 acres. The Following uses area permitted on sites between one (1.00) and two and ninety-nine hundredths (2.99) acres:
 - c. Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services (as defined herein).

SECTION 4: Appendix C, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding "Pet Spa Services" to Section 405.350, *Permitted Uses*, in the "PC" Planned Community zoning district, *and* subsequent sections renumbered accordingly, as follows:

Section 405.350: "PC" Planned Community District**B. Permitted Uses**

7. Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services (as defined herein).

SECTION 5: Appendix C, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding "Pet Spa Services" to Section 405.360, *Permitted Uses*, in the "GC" General Commercial zoning district, *and* subsequent sections renumbered accordingly, as follows:

Section 405.360: "GC" General Commercial District**B. Permitted Uses**

3. Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services (as defined herein).

SECTION 6: Appendix C, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding "Pet Spa Services" to Section 405.370, *Permitted Uses*, in the "CB" Core Business zoning district, *and* subsequent sections renumbered accordingly, as follows:

Section 405.370: "CB" Core Business District**B. Permitted Uses**

2. Class 2. One (1) acre or greater. The following uses are permitted to occupy all or part of a planned development on sites of one (1) acre or greater under single ownership provided that a site concept and site development plan is submitted and approved for the use and development of the total site in accordance with the procedures provided in Section 405.1080.
 - d. Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services (as defined herein).

SECTION 7: All ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 8: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

A. JAMES WANG
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



city of CREVE COEUR

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

#11-002 TEXT AMENDMENT ALLOWING PET SPAS AS A PERMITTED USE IN COMMERCIAL DISTRICTS

FOR THE MEETING OF: March 7, 2011

LOCATION: "MX" Mixed Use, "PC" Planned Community, "GC" General Commercial, and "CB" Core Business Districts

REQUEST:

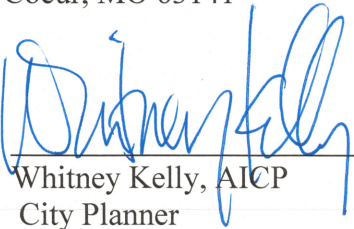
Ellen Parfenov of Willowbrook Dog Grooming has submitted an application to add pet spas to the list of permitted uses in the Planned Community zoning district. Staff is recommending to the Planning Commission that such uses also be allowed in the "MX" Mixed Use, "GC" General Commercial, and "CB" Core Business districts.

ADDITIONAL INFORMATION:

"Pet Spa" as defined for this request is: An animal specialty service facility offering, by appointment only, spa services for the health, wellness, and overall wellbeing of domesticated pets that include massages, facials, pedicures and nail art, aromatherapy, healthy coat conditioning treatments, and grooming, using all natural products including cleaning products, with no overnight boarding or daycare services, and where animals are not to remain at the spa for extended time periods beyond the appointment time.

APPLICANT: Ellen Parfenov
Willowbrook Dog Grooming
10465 Old Olive Street Road
Creve Coeur, MO 63141

REPORT PREPARED BY:


Whitney Kelly, AICP
City Planner


Date

Key Issues:

- Does the request integrate with existing permitted uses?
- Does this request further the goals and/or implement the Comprehensive Plan?
- Is this a reasonable exercise of zoning authority?

Comp. Plan References

- NA

Zoning Code References

- Section 405.340: "MX" Mixed Use District
- Section 405.350: "PC" Planned Community District
- Section 405.360: "GC" General Commercial District
- Section 405.370: "CB" Core Business District

ATTACHMENTS: Draft Ordinance

INTRODUCTION

Ellen Parfenov, of Willowbrook Dog Grooming, contacted City Staff about relocating to a tenant space within the Westgate Shopping Center. Independent pet grooming facilities are not currently allowed in any commercial zoning district within the City of Creve Coeur. Westgate Center is zoned "PC" Planned Community. Pet grooming has been permitted as a subordinate function within a veterinary office.

DISCUSSION

Defining "Pet Spa" - The applicant has submitted a possible definition for Pet Spas that will offer a distinction from pet grooming:

Pet Spa is different from grooming shop by its innovative approach to health, wellness and overall wellbeing of pets. Pet Spa is about creating a relaxing and positive experience for your pet. An authentic pet spa should offer extra spa-like services: massages, facials pedicures and nail art, aromatherapy, and healthy coat conditioning treatments. In addition pet spa uses all natural products including cleaning products.

The applicant has indicated that there will be no long-term or all day pet sitting, as it is important to have the customers pick up the animals within the appointment time frame. Also, it is in the business' interest to keep animals calm and limit barking noise. In general, it is the staff's opinion that the requested use integrates with the permitted uses in commercial districts of the City, as well as further the goals of the Comprehensive Plan by preserving the long-term economic strength of the City and allowing for new services for residents. All activity is within a retail space, with only drop off and pick of pets.

However, there are concerns for long-term boarding and the excessive noise and sanitation issues it can create. The Planning Division staff therefore suggest the following modified proposed definition and has included it in the attached draft ordinance:

Pet Spa: An animal specialty service facility offering, by appointment only, spa services for the health, wellness, and overall wellbeing of domesticated pets that include massages, facials, pedicures and nail art, aromatherapy, healthy coat conditioning treatments, and grooming, using all natural products including cleaning products, with no overnight boarding or daycare services, and where animals are not to remain at the spa for extended time periods beyond the appointment time.

RELATED AMENDMENTS

Article IV Animal Regulations, under Title II Public Health, Safety and Welfare, of the City of Creve Coeur Code of Ordinances limits the number of animals any person may at any time own, harbor, shelter, keep, control, manage or possess in or on his/her premises to no more than three dogs or a combination of six dogs and cats as long as there are not more than three dogs. This does not apply to pet shops or veterinarian's offices. Therefore, Section 205.060(D) will also be amended to include Pet Spas as an exception.

If the members of the Planning Commission are not in agreement with these changes, they should vote on a motion(s) to amend the attached draft ordinance accordingly, before voting on a recommendation for the entire draft ordinance.

CONCLUSION AND ACTION

Staff recommends that Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa as defined above be added to the list of permitted uses within all commercial districts of the city.

MOTION

If the Planning Commission has chosen to accept the draft ordinance as written, the following would be a suitable motion for this application:

“I move to recommend approval of a text amendment to include Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services as a Permitted Use within the “MX” Mixed Use District, “PC” Planned Commercial District, “GC” General Commercial District, and “CB” Core Business District as described in the staff report on application #11-002, dated March 3, 2011.”

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.

AN ORDINANCE TO AMEND CHAPTER 405, THE ZONING ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, BY ADDING PET SPAS AS A PERMITTED USE IN COMMERCIAL ZONING DISTRICTS "MX" MIXED USE, "PC" PLANNED COMMUNITY, "GC" GENERAL COMMERCIAL, AND "CB" CORE BUSINESS, AND ESTABLISHING DEFINITION FOR SUCH USE.

WHEREAS, Chapter 405 does not currently permit pet spa services within any commercial zoning district; and,

WHEREAS, Ellen Parfenov has requested that pet spa's be included with the list of permitted uses in the "PC" Planned Community Zoning District, and establishing a definition for such activity; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for an addition to the provisions of the City Code of Ordinances and related amendments to other sections as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; 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 March 7, 2011, beginning at 7:00 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 the subject amendments at its meeting on Monday, March 7, 2011; 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 a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City 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 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.

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

SECTION 1: Section 205.060 *Limitations On Number Kept* of Chapter 205, Animals and Fowl, of the City of Creve Coeur's Code of Ordinances shall be amended to include Pet Spas to the exceptions on the limitations on the number of animals kept, as follows:

Section 205.060 Limitations On Number Kept

- D. This Section shall not apply to a pet shop, pet spa (as defined in Section 405.120), or a veterinarian's office.

SECTION 2: Section 405.120, *Definition of Terms* of Chapter 405, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended to include a new definition for a Pet Spa as follows:

Section 405.120 Definition of Terms

Pet Spa: An animal specialty service facility offering, by appointment only, spa services for the health, wellness, and overall wellbeing of domesticated pets that include massages, facials, pedicures and nail art, aromatherapy, healthy coat conditioning treatments, and grooming, using all natural products including cleaning products, with no overnight boarding or daycare services, and where animals are not to remain at the spa for extended time periods beyond the appointment time.

SECTION 3: Appendix C, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding "Pet Spa Services" to Section 405.340, *Permitted Uses*, in the "MX" Mixed Use zoning district, *and* subsequent sections renumbered accordingly, as follows:

Section 405.340: "MX" Mixed Use District

B. Permitted Uses

1. Class 1 –Between 1.00 and 2.99 acres. The Following uses area permitted on sites between one (1.00) and two and ninety-nine hundredths (2.99) acres:
 - c. Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services (as defined herein).

SECTION 4: Appendix C, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding "Pet Spa Services" to Section 405.350, *Permitted Uses*, in the "PC" Planned Community zoning district, *and* subsequent sections renumbered accordingly, as follows:

Section 405.350: "PC" Planned Community District

B. Permitted Uses

7. Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services (as defined herein).

SECTION 5: Appendix C, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding "Pet Spa Services" to Section 405.360, *Permitted Uses*, in the "GC" General Commercial zoning district, *and* subsequent sections renumbered accordingly, as follows:

Section 405.360: "GC" General Commercial District

B. Permitted Uses

3. Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services (as defined herein).

SECTION 6: Appendix C, The Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended by adding "Pet Spa Services" to Section 405.370, *Permitted Uses*, in the "CB" Core Business zoning district, *and* subsequent sections renumbered accordingly, as follows:

Section 405.370: "CB" Core Business District

B. Permitted Uses

2. Class 2. One (1) acre or greater. The following uses are permitted to occupy all or part of a planned development on sites of one (1) acre or greater under single ownership provided that a site concept and site development plan is submitted and approved for the use and development of the total site in accordance with the procedures provided in Section 405.1080.
 - d. Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services (as defined herein).

SECTION 7: All ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 8: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

A. JAMES WANG
PRESIDENT OF CITY COUNCIL

BILL NO. _____

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

PZ 030711.txt
1 PLANNING AND ZONING COMMISSION PUBLIC HEARING
2 CITY OF CREVE COEUR, MISSOURI
3 300 NORTH NEW BALLAS ROAD
4 MONDAY, MARCH 7, 2011
5 7:00 P.M.
6
7 THOSE IN ATTENDANCE:
8 Mr. Tim Madden, Chair
Mr. Gary Eberhardt, Vice Chair
9 Ms. Cynthia Kramer
Dr. Scott Saunders
10 Mr. Jim Schnarr
Mr. Barry Glantz
11 Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, AICP, Director of Community Development
12 Ms. Whitney Kelly, AICP, City Planner
Ms. Pat Rosenblatt, Recording Secretary
13
14
15
16
17
18
19
20
21
22

23 McLaughlin Court Reporting Services, Inc.
24 Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
4772 Gatesbury Drive
25 St. Louis, MO 63128
(314)487-2259

1 MR. MADDEN: Like to call to order the Planning¹
2 and Zoning Commission meeting for the City of Creve Coeur,
3 Missouri for Monday, March 7, 2011.
4 We'll start with roll call.
5 Dr. Barton? I don't see him yet.
6 Gary Eberhardt?

Page 1

7 MR. EBERHARDT: Present.
8 MR. MADDEN: Barry Glantz?
9 MR. GLANTZ: Present.
10 MR. MADDEN: Cynthia Kramer?
11 MS. KRAMER: Present.
12 MR. MADDEN: Scott Saunders?
13 MR. SAUNDERS: Present.
14 MR. MADDEN: Jim Schnarr?
15 MR. SCHNARR: Present.
16 MR. MADDEN: Carl Lumley?
17 MR. LUMLEY: Present.
18 MR. MADDEN: Paul Langdon, our Director of
19 Community Development?
20 MR. LANGDON: Present.
21 MR. MADDEN: Whitney Kelly, our City Planner?
22 MS. KELLY: Present.
23 MR. MADDEN: Pat Rosenblatt, our Recording
24 Secretary?
25 MS. ROSENBLATT: Present.

1 MR. MADDEN: We'll move into new business. And²
2 we'll start with the public hearing, and it's Application
3 No. 11-002.
4 Would the applicant please come forward.
5 And would you state your name -- well, she has
6 to be sworn in first.
7 (Ellen Parfenov was sworn by the court
8 reporter.)
9 MR. MADDEN: Would you please state your name
10 and address for the record.
11 MS. PARFENOV: My name's Ellen Parfenov, and the

12 business address is 10465 Old Olive Street Road, Creve
13 Coeur, 141 ZIP Code.

14 MR. MADDEN: Thank you.

15 Do you want to tell us what you want to do then?

16 MS. PARFENOV: Yeah. I have a quick overview of
17 what we're doing at the pet spa; what is the pet spa.

18 First of all, talking about the experience at
19 the pet spa. Pet spa experience centers around innovative
20 approach to health and wellness and lots of TLC. And it,
21 basically, it's a tune-up for mind, body and spirit, and
22 it creates a very positive atmosphere for dogs.

23 Grooming industries are moving closer to mimic,
24 so to speak, the people spas and now offering different
25 services.

1 It's a very sound environment, and we offer 3
2 extra spa services in our shop like hydro-massage bath
3 with addition of essential oils that provide calming
4 therapy, like, for example, lavender oils, when we add it
5 to the bathwater it has that calming smell, and dogs
6 respond to it very well and they relax, and also it's good
7 for muscle tension.

8 And next one is skin care. We offer healthy
9 coat treatments, warm mud rubs and variety of medication
10 shampoos and conditioners that enhance the skin overall.

11 Also nail and foot care. We give treatment that
12 includes filing nails, massaging pads, soap -- special
13 soaps for cracked pads and nail art.

14 There's a little bit here, what you can see,
15 just different nail designs.

16 MR. LANGDON: Ma'am, if you'll lay it on that
17 white thing.

18 MS. PARFENOV: This? Yeah, different nail
19 designs. This could be holiday designs or just fun
20 designs like that.

21 We also offer facials for breeds like bulldogs
22 and breeds that have wrinkles. And it usually helps with
23 the bacteria that gets inside of the wrinkles, it helps to
24 get rid of it.

25 And breeds like Maltese and Shih Tzus that are

1 prone to tear staining, that helps also to make it clean.⁴

2 And all of our products are wheat-free and
3 gluten-free, and also we use green-clean products in the
4 shop.

5 And the main thing, I guess, the difference
6 between just grooming shop where you drop the pet off, and
7 it's a hectic day with noises of hair dryers, we try to
8 create a different experience.

9 We try to give more personal attention to the
10 dogs. They come in for their appointment, and they're
11 taken care of and then they are picked up, so they are not
12 staying there over long periods of time.

13 And pretty much, if you have any questions, I
14 can answer.

15 MR. MADDEN: Before I open up to questions, I
16 just want to tell you, Mrs. Parfenov here, it's an
17 ordinance to amend Chapter 405 of The Zoning Code by
18 adding "Pet Spas" as permitted use in the retail zoning
19 districts "MX" Mixed Use, "PC" Planned Community and "GC"
20 General Commercial, and "CB" Core Business, and
21 establishing the definition for such use.

22 Any questions from anybody up here?

23 Mr. Saunders.
 24 MR. SAUNDERS: I just got a question. I know
 25 that you said the intention is -- the way you run the

1 business, the owners usually pick up the animals pretty 5
 2 close to around the time the appointment is done. So in
 3 terms of your running the business currently, how many
 4 animals are usually there at any given point in time,
 5 animals waiting to be picked up?

6 MS. PARFENOV: At the same time there could be
 7 five, maybe to ten overlapping because we need two to
 8 three hours to work on different breeds of dogs. It
 9 depends how much the drying time takes.

10 MR. SAUNDERS: Uh-huh.

11 MS. PARFENOV: Like, for example, if it's a pug,
 12 it could be going home within an hour, but if it's a
 13 standard poodle, it needs hour and twenty-five minutes
 14 pure grooming time --

15 MR. SAUNDERS: Uh-huh.

16 MS. PARFENOV: -- so that is overlapping
 17 throughout the day.

18 MR. SAUNDERS: Okay. Thank you.

19 MR. MADDEN: Mr. Glantz.

20 MR. GLANTZ: How many staff members do you --
 21 would you typically have on staff?

22 MS. PARFENOV: Right now it's five including
 23 myself.

24 MR. GLANTZ: And is this -- is this dogs only or
 25 other animals?

1 MS. PARFENOV: It's dogs only. 6

2 MR. GLANTZ: Should that be somewhere in the
 Page 5

3 definition?

4 MS. PARFENOV: Well, some of the pet spas are
5 accepting cats. We decided to just accept dogs for mere
6 reason that when you have cat, one cat, and there's dogs
7 there, they usually get nervous because they can smell
8 that the cat's there and cat gets really upset, so we
9 don't want to mix that.

10 This is our fourth business grooming shop. We
11 used to have one, TLC Grooming, it was sold because of
12 family health reasons, but we used to accept cats there,
13 and from our experience it's better to deal with dogs
14 only. It provides calmer atmosphere.

15 MR. SCHNARR: I think I read somewhere that pet
16 grooming was an extension of pet services or something
17 like that, and so it wasn't even involved. I don't see a
18 substantial difference between what this woman --

19 MR. SAUNDERS: I think my understanding of it
20 was that the current zone allows those services as a part
21 of veterinary services, right?

22 MS. KELLY: Within a veterinary service center
23 they are allowed. This is a stand-alone in a retail
24 shopping center. We do see it as an extension of other
25 personnel -- personal services; hair care, salons, stuff

1 like that. It's just a product of how our society's
2 viewing pets today. And this is -- and with it being a
3 definition of a pet spa, it is a shorter stay, as the
4 applicant stated, to keep the pets calm.

5 Grooming associated with veterinary services
6 could be an all-day event with the vet. They're
7 staying -- they can stay overnight as part of the

8 veterinary services as well, if care -- if they need the
9 care of a vet. And this would just be hourly, shorter
10 timeframe.

11 MR. SCHNARR: Well, in my mind, based on how
12 much traffic she would generate and business she's doing,
13 the difference between her business and pet grooming is
14 pure semantics. It's the same thing. People bring their
15 dogs, leave them an hour and a half and come get them, so,
16 you know, I don't have any problems with it.

17 MR. MADDEN: Mr. Saunders.

18 MR. SAUNDERS: I'm sorry. Can I ask a question
19 following up on what Kelly was saying, for Carl, I think
20 it is, in terms of definition, since it says remain at the
21 spa for -- will not remain at the spa for extended time
22 period of time, is that too vague? Should there be some
23 provision in there for length of time?

24 MR. LUMLEY: It's somewhat vague. I think the
25 overnight boarding restriction --

8

1 MR. SAUNDERS: Covers that.

2 MR. LUMLEY: -- as a natural cut-off. I don't
3 know that it's essential to have it at all.

4 I did have a little concern about the reference
5 to products that seemed to be kind of going -- could be
6 viewed as a restriction on competition.

7 It's not necessary, but that could go either way
8 on the extent. I mean it's sort of a bit of guidance to
9 the operator, but, you know, I agree with you, we're not
10 going to have a municipal citation cause some dog stayed
11 for 45 minutes instead of 40 minutes. I mean there is no
12 right definition there.

13 MS. KELLY: The idea was just to limit any dog
Page 7

14 daycare where you drop them off at like seven in the
15 morning and pick them up at six at night, all day kind of
16 where they have to be walked and play time, and that would
17 create a disturbance, I think.

18 MR. MADDEN: Mr. Eberhardt.

19 MR. EBERHARDT: I have a couple of questions.

20 First of all, in the section of the staff report
21 entitled "Related Amendments", it indicates that no more
22 than three dogs or a combination of six dogs and cats will
23 be in the place at any one time.

24 I thought you said up to ten at some point in
25 time.

9

1 MS. KELLY: I'm sorry.

2 MR. SAUNDERS: I think, Gary, that's what the
3 ordinance is in the City.

4 I think what it says here is that there will be
5 an amendment to make this an exception also.

6 MR. EBERHARDT: Oh, that would be not included
7 in that, is that right?

8 MS. KELLY: Right, that would not be included.

9 What is excluded from that ordinance is
10 veterinary offices and pet shops, and we would add the pet
11 spa to that list.

12 MR. EBERHARDT: So there's no limits to the dogs
13 that could be there at any one time?

14 MS. KELLY: Right.

15 MR. EBERHARDT: I think we need to put a limit.

16 I don't know what the correct number is, but it
17 seems to me we need to.

18 With regard to the time situation, analogizes

19 this to child daycare. I'm familiar with situations where
 20 parents forget to pick up their children frequently, and I
 21 guess I'd like to have a time which dogs have to be gone.
 22 Whether that's eight o'clock or seven o'clock or something
 23 on the outside, so that we don't have a situation where
 24 they're there beyond nighttime, even though it's not
 25 overnight, perhaps it's there till ten o'clock at night.

1 MS. PARFENOV: No, we're usually done by 10
 2 five o'clock.

3 MR. EBERHARDT: I know usually, but this is an
 4 ordinance that's going to apply to not only you, but other
 5 people as well.

6 So I think we need -- I would suggest we have
 7 some sort of outside time, and we have a maximum number of
 8 animals that could be kept there at any one time.

9 I'd also like to ask the question, will there --
 10 is there any time in which any of these dogs would be
 11 outside the walls of the building?

12 MS. PARFENOV: No. Except when they drop off
 13 and picked up by the owner.

14 MR. EBERHARDT: No, no. I mean when you are --
 15 they're not going to be in a cage or in a fenced-off area
 16 that's outside the walls of the building, is that correct?

17 MS. PARFENOV: No, that's correct.

18 MR. EBERHARDT: And so I think maybe that needs
 19 to be included as well, so we don't have a situation
 20 where, I'm not saying you would do this, but if we're
 21 adopting an ordinance now or changing an ordinance, that
 22 someone could presumably have an outside pen where they
 23 keep a dog or several dogs for a period of time while
 24 they're waiting for either to be taken care of or pick up.

25 It seems to me that those three things ought to

11

1 be part of the ordinance.

2 I don't know that anyone else feels that way.

3 MR. MADDEN: When you open up, does anybody
4 bring their dog -- what time do you open?

5 MS. PARFENOV: Usually 8:30.

6 MR. MADDEN: 8:30. And what time do you close?

7 MS. PARFENOV: It depends on how the day goes.
8 Sometimes it could be three o'clock; sometimes it could be
9 4:30.

10 MR. MADDEN: Okay. Does anybody like make an
11 8:30 appointment and then, cause they're going to work,
12 they don't come back and pick them up until the end of the
13 day? How often does that happen?

14 MS. PARFENOV: Usually we have Saturday hours
15 available for people who can't be there. Saturday hours
16 available for people who can't do that, for people who are
17 working and can't do six o'clock or after that. We don't
18 operate after those hours, so they take our Saturday
19 appointments.

20 We also working with the pet shuttle service
21 that could shuttle the pets to the owner's house in case
22 of emergency, which those people shuttle pets there also
23 are pet-sitting --

24 MR. MADDEN: Okay.

25 MS. PARFENOV: -- if that needs to be done.

12

1 MR. MADDEN: Go ahead.

2 MS. KRAMER: I was just curious. Outside of
3 if -- let's say it was an ordinance, do you have your own

4 policy in your business, I know that if you drop off your
5 children at a facility and you're late, they charge you an
6 inordinate amount to encourage you not to forget to pick
7 up your children, so I was curious, not me, but seen it
8 happen, but just curious if you have a policy.

9 MS. PARFENOV: \$30 an hour.

10 MS. KRAMER: Okay.

11 MR. MADDEN: Mr. Eberhardt, do you have
12 something else?

13 MR. EBERHARDT: I do have a question.

14 You started to analogize this to a human spa,
15 and I see the word "healthful" frequently. Seems to me,
16 although I have no personal experience with this, that
17 spas frequently for humans involve food and all sorts of
18 other kinds of treatment other than what I think here is
19 a -- is essentially appearance treatment.

20 I don't understand how any of this has to do
21 with healthful except for perhaps in a psychological
22 sense.

23 MS. PARFENOV: We do a health check-up when the
24 dog comes in. We take a look at eyes, at the ears, at the
25 skin, nails, and if something needs to be addressed and

1 the dog needs to see the vet because the skin is flaky or¹³
2 there's a discharge from the ears that could be leading to
3 a very costly infection, ear infection, we can notice it
4 early, and tell the owner check with the vet, so that
5 would be avoided.

6 MR. EBERHARDT: Okay.

7 And, finally, I would like to see the word
8 "natural" out of the ordinance as well, so that other
9 kinds of unnatural products could be used.

10 MS. PARFENOV: But everyone's going green.

11 MR. MADDEN: Mr. Glantz.

12 MR. GLANTZ: I just have a question for
13 clarification. I don't -- maybe I'm missing something.

14 Are we trying to make this strictly for dogs or
15 is this for all domestic animals? Somebody had mentioned
16 that dogs -- this was --

17 MS. KELLY: Well, the applicant has indicated
18 she only handles dogs, but we were considering that if we
19 would open this up to all of the different districts it
20 could be a possibility that someone wants to do cats as
21 well.

22 MR. GLANTZ: So do we have a definition
23 somewhere in the City Codes of what a domesticated pet is?

24 MS. KELLY: Yes, it's under the public health
25 and safety, I believe, there is -- it's dogs and cats.

1 MR. GLANTZ: Okay. 14

2 MR. MADDEN: Okay. Anybody in the audience wish
3 to make a comment?

4 Seeing none, then I'll turn it over to
5 Mr. Lumley.

6 MR. LUMLEY: Does staff want to give any
7 testimony or --

8 MS. KELLY: Well, I was just going to get the
9 exact wording of the domesticated pet if you need it. But
10 I think I addressed everything that we have.

11 MR. LUMLEY: Okay. Well, I'd offer the
12 following exhibits into the record of this public hearing:
13 Documentation that's in possession of the City reflecting
14 those as provided to the public regarding this hearing;

15 Ms. Kelly's report of March the 3rd; the materials that
16 the applicant presented this evening; these Code of
17 Ordinances, City's Charter, City's Comprehensive Plan and
18 public file regarding this application.

19 MR. MADDEN: Okay. That closes our public
20 hearing on this subject.

21 And we can now have more discussion if you wish.

22

23 (This ends the public hearing.)

24

25

15

1 STATE OF MISSOURI)
2) SS
3 COUNTY OF ST. LOUIS)
4

5 I, Deborah K. McLaughlin, Registered Professional
6 Reporter, Missouri Certified Court Reporter, Illinois
7 Certified Shorthand Reporter and Kansas Certified Court
8 Reporter, do hereby certify that I reported the Planning
9 and Zoning Public Hearing stenographically and later
10 reduced to typewriting; and that this is a true and
11 accurate transcript of the public hearing.

12

13

14 _____, RPR, MO-CCR, IL-CSR, KS-CCR

15 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR

16

17

18

19

20

PZ 030711.txt

21

22

23

24

25

16

Page 14



city
of

CREVE COEUR

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

March 8, 2011

Mayor Harold Dielmann
City Council Members
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

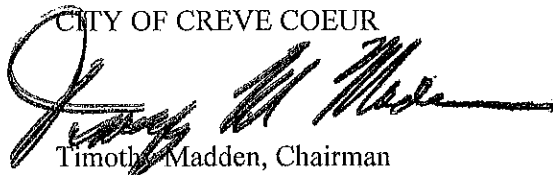
Re: Pet Spas as Permitted Use
Application #11-002

Honorable Mayor and City Council Members:

The Planning and Zoning Commission, at its meeting of March 7, 2010, reviewed the request of Ellen Parfenov, Willowbrook Dog Grooming, to amend Chapter 405 of The Zoning Code to add "Pet Spas" as a permitted use in the retail zoning districts "MX" Mixed Use, "PC" Planned Community, "GC" General Commercial, and "CB" Core Business, and to establish a definition for such use.

By unanimous vote, the P&Z Commission recommends approval of the text amendment per the attached draft ordinance.

Sincerely,

CITY OF CREVE COEUR

Timothy Madden, Chairman
Planning & Zoning Commission

TM:pr

cc: Ellen Parfenov, Applicant
M.C. Perkins, City Administrator
Carl Lumley, City Attorney
J. Heines, Director of Public Works
G. Eidman, Chief of Police
A. Oestereich, Fire Marshal
S. Unser, Chief Building Official
G. Seifried, Project Manager

5. NEW BUSINESS

A. Application #11-002 – PUBLIC HEARING

An ordinance to amend Chapter 405, The Zoning Code, by adding “Pet Spas” as a permitted use in the retail zoning districts “MX” Mixed, “PC” Planned Community, “GC” General Commercial, and “CB” Core Business, and to establish a definition for such use.

A presentation was made by Ellen Parfenov, Willowbrook Dog Grooming, regarding the application.

Comments and questions from Commission members.

There being no further comments, the City Attorney presented exhibits for the record and the public hearing was closed.

(This ends the Public Hearing)

Mr. Lumley suggested, to focus on discussion, that there be a motion in the affirmative, followed by motions to amend.

Mr. Eberhardt moved, seconded by Dr. Saunders, to recommend approval of the Text Amendment to include Animal Specialty Services (SIC 0752), except Veterinary, to include only Pet Spa services as a Permitted Use within the “MX” Mixed Use District, “PC” Planned Commercial District, “GC” General Commercial District, and “CB” Core Business District as described in the staff report on Application #11-002 dated March 3, 2011.

Mr. Eberhardt moved, seconded by Mr. Glantz, to amend the prior motion to limit the number of domestic animals that would be in this facility at any one time to a maximum of ten.

Mr. Glantz asked if the limit to the number of pets should be based on the square footage of the facility. Dr. Saunders noted that this text amendment to the Zoning Code applies to the entire City and is not structured just for Ms. Parfenov’s business. Ms. Parfenov’s facility is currently 800 square feet with the intention of expanding to 1,200 square feet. The Commission members tried to determine how much space is needed for each animal on the premises. Ms. Parfenov pointed out that the average groomer can do six to eight dogs a day. She explained the different arrival and pick-up times by the type of dogs to be groomed. She felt her expanded facility could keep up to 20 dogs at the same time. Mr. Lumley suggested “one dog for every 100 square feet.” Mr. Eberhardt stated he would still like to state a specific number and suggested a maximum of 20. Ms. Kramer suggested that the amendment could read “100 square feet of the actual grooming space”. Ms. Parfenov explained how they train the dogs to be groomed from the puppy stage.

After further discussion with Mr. Lumley, Mr. Eberhardt amended the prior amendment to limit the number of domestic animals to 100 feet of spa area per pet, not to exceed 20 animals. Dr. Saunders seconded the amendment with the resultant vote as follows, to-wit:

Mr. Glantz – aye
Dr. Saunders – aye

Ms. Kramer – aye
Mr. Eberhardt – aye

Mr. Schnarr – nay
Chair – aye

Mr. Eberhardt moved to amend the prior main motion to indicate that all domestic animals are to be removed from the premises no later than 8:00 p.m. Dr. Saunders seconded the motion, with the resultant vote as follows, to-wit:

Mr. Glantz – aye
Dr. Saunders – aye

Ms. Kramer – aye
Mr. Eberhardt – aye

Mr. Schnarr – aye
Chair – aye

Mr. Eberhardt moved that there be no animals maintained outside of the interior walls of the building. Dr. Saunders seconded the motion, with the resultant vote as follows, to-wit:

Mr. Glantz – aye
Dr. Saunders – aye

Ms. Kramer – aye
Mr. Eberhardt – aye

Mr. Schnarr – aye
Chair – aye

Mr. Eberhardt moved that the ordinance be amended by deleting the phrase “using all natural products including cleaning products”. Mr. Schnarr seconded the motion, with the resultant vote as follows, to-wit:

Mr. Glantz – aye
Dr. Saunders – aye

Ms. Kramer – aye
Mr. Eberhardt – aye

Mr. Schnarr – aye
Chair – aye

Chair Madden called for a vote on the main motion, as amended four times, with the resultant vote as follows, to-wit:

Mr. Glantz – aye
Mr. Eberhardt – aye

Ms. Kramer – aye
Dr. Saunders – aye

Mr. Schnarr – aye
Chair – aye

This item will be before City Council next week.

BILL No. 5298

ORDINANCE No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A STP-URBAN PROGRAM GRANT PROJECT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ENABLE THE CITY TO CONSTRUCT THE WEST OLIVE LIGHTING PROJECT.

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place for the residents to live, work and drive; and

WHEREAS, the City has been awarded grant funding under the STP-E program to assist with the cost to install decorative lighting along Olive Boulevard between Cross Creek Drive and Mason Road; and

WHEREAS, the attached "Exhibit A" is an agreement with the Missouri Department of Transportation (MoDOT) regarding the responsibilities and requirements of the STP-E Grant Program.

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

Section 1: The STP Agreement between the Missouri Highways and Transportation Commission and the City regarding the installation of decorative lighting along Olive Boulevard from Cross Creek Dr. to Mason Road attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this ____ day of _____ 2011.

A.J. Wang
President of City Council

Adopted this ____ day of _____ 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter
Attest:

Deborah Ryan, MRCC
City Clerk

CCO Form: RM12
Approved: 04/95 (MGB)
Revised: 12/10 (MWH)
Modified:

City of Creve Coeur
Olive Street Lighting

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP – 5526(637)
Award Year: 2011
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENT FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Creve Coeur, (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §101, §104 and §133, funds to be used for transportation enhancement activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancement funds which are the subject of this Agreement are for the project at the following location:

Olive Boulevard (Route 340) street lighting from Cross Creek to Mason Road.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress

payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this

Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or

words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STP-5526(637) or contemplated by this Agreement.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalks or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$318,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein

improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than \$10,000.00. The City shall repay any progress payments which involve ineligible costs

(18) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(19) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(20) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(21) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(22) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(23) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(24) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(25) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 2011.

Executed by the Commission this ____ day of _____, 2011.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

East-West Gateway Council of Governments
FY 2011-2014 Transportation Improvement Program
Transportation Enhancement (STP-E) Funds
New Project Application

STP-E Project Location Map



EXHIBIT A

Project Schedule

Project Description:

Creve Coeur, Olive Street Lighting, STP-5526(637)

Task	Date
Date funding is made available or allocated to recipient	02/2011
Solicitation for Professional Engineering Services (advertised)	n/a
Engineering Services Contract Approved	n/a
Conceptual Study (if applicable)	n/a
Preliminary and Right-of-Way Plans Submittal	05/2011
Plans, Specifications & Estimate (PS&E) Submittal	07/2011
Plans, Specifications & Estimate (PS&E) Approval	08/2011
Advertisement for Letting	10/2011
Bid Opening	02/2012
Construction Contract Award or Planning Study completed (REQUIRED)	04/2012

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

	Page
I. General	1
II. Nondiscrimination	3
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage	3
V. Statements and Payrolls	5
VI. Record of Materials, Supplies, and Labor	5
VII. Subletting or Assigning the Contract	5
VIII. Safety: Accident Prevention	6
IX. False Statements Concerning Highway Projects	6
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	6
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	6
XII. Certification Regarding Use of Contract Funds for Lobbying	8

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 1, 2011

TO: Mark Perkins, City Administrator,

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Execute an Agreement with the Missouri Highways and Transportation Commission

The City of Creve Coeur has been selected as a successful STP-E grant applicant for the West Olive Lighting Project. This is a federally funded grant opportunity administered by the Missouri Highways and Transportation Commission.

As a requirement of the grant the city must enter into an enabling agreement with the Missouri Highways and Transportation Commission committing to following the guidelines of the grant program.

Below is the anticipated timeline for this project:

<u>Item</u>	<u>Date</u>
Project submittals to MoDot	September/October 2011
MoDot Approval	November 2011
Bid	January 2012
Sign contracts	February 2012
Construction	April/July 2012

Public Works staff is recommending for the City Administrator to execute six copies of the attached agreement on behalf of City Council to retain the city's eligibility for grant reimbursement on this project.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A STP-URBAN PROGRAM GRANT PROJECT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ENABLE THE CITY TO CONSTRUCT THE LADUE ROAD SIDEWALK PHASE II PROJECT.

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place for the residents to live, work and drive; and

WHEREAS, the City has been awarded grant funding under the STP-E program to assist with the cost to replace the asphalt path along Ladue Road with a concrete sidewalk between Coeur de Ville and east of Graeser Road; and

WHEREAS, the attached "Exhibit A" is an agreement with the Missouri Department of Transportation (MoDOT) regarding the responsibilities and requirements of the STP-E Grant Program.

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

Section 1: The STP Agreement between the Missouri Highways and Transportation Commission and the City regarding the replacement of an asphalt path with a concrete sidewalk along Ladue Road attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this ____ day of _____ 2011.

A.J. Wang
President of City Council

Adopted this ____ day of _____ 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

Attest:

Deborah Ryan, City Clerk

CCO Form: RM12
Approved: 04/95 (MGB)
Revised: 12/10 (MWH)
Modified:

City of Creve Coeur
Ladue Sidewalks

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP – 5526(636)
Award Year: 2011
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENT FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Creve Coeur, (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §101, §104 and §133, funds to be used for transportation enhancement activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancement funds which are the subject of this Agreement are for the project at the following location:

Upgrade sidewalks and crosswalks on Ladue Rd. (Route 340), phase 2. Various locations from Coeur De Ville to Graeser.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in

place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose

such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United

States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STP-5526(636) or contemplated by this Agreement.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalks or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalks or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$415,470. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs.

Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than \$10,000.00. The City shall repay any progress payments which involve ineligible costs

(18) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(19) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(20) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(21) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(22) VENUE: It is agreed by the parties that any action at law, suit in equity, or

other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(23) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(24) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(25) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(26) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 2011.

Executed by the Commission this ____ day of _____, 2011.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Ladue Rd. Sidewalk Improvements



Project Schedule

Project Description:

Creve Coeur, Ladue Rd. Sidewalks, STP-5526(636)

Task	Date
Date funding is made available or allocated to recipient	02/2011
Solicitation for Professional Engineering Services (advertised)	n/a
Engineering Services Contract Approved	n/a
Conceptual Study (if applicable)	n/a
Preliminary and Right-of-Way Plans Submittal	05/2011
Plans, Specifications & Estimate (PS&E) Submittal	07/2011
Plans, Specifications & Estimate (PS&E) Approval	08/2011
Advertisement for Letting	10/2011
Bid Opening	02/2012
Construction Contract Award or Planning Study completed (REQUIRED)	04/2012

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

	Page
I. General	1
II. Nondiscrimination	3
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage	3
V. Statements and Payrolls	5
VI. Record of Materials, Supplies, and Labor	5
VII. Subletting or Assigning the Contract	5
VIII. Safety: Accident Prevention	6
IX. False Statements Concerning Highway Projects	6
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	6
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	6
XII. Certification Regarding Use of Contract Funds for Lobbying	8

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 1, 2011

TO: Mark Perkins, City Administrator,

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Execute an Agreement with the Missouri Highways and Transportation Commission

The City of Creve Coeur has been selected as a successful STP-E grant applicant for the Ladue Road Sidewalk Phase II Project. This is a federally funded grant opportunity administered by the Missouri Highways and Transportation Commission.

As a requirement of the grant the city must enter into an enabling agreement with the Missouri Highways and Transportation Commission committing to following the guidelines of the grant program.

Below is the anticipated timeline for this project:

<u>Item</u>	<u>Date</u>
Project submittals to MoDot	September/October 2011
MoDot Approval	November 2011
Bid	February/March 2012
Sign contracts	April/May 2012
Construction	July/September 2012

Public Works staff is recommending for the Mayor to execute six copies of the attached agreement on behalf of City Council to retain the city's eligibility for grant reimbursement on this project.

BILL No 5300

ORDINANCE No _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI
AUTHORIZING THE EXECUTION A MAINTENANCE AGREEMENT WITH THE MISSOURI
HIGHWAYS AND TRANSPORTATION COMMISSION FOR BLACK POWDER COAT ON
TRAFFIC SIGNALS AND LIGHTING FACILITIES ON OLIVE BOULEVARD (STATE 340).**

WHEREAS, the City of Creve Coeur strives to promote a beautiful and safe place for the residents to live, work and drive; and

WHEREAS, the City has funded visual enhancements along Olive Boulevard.; and

WHEREAS, the attached "Exhibit A" is an agreement with the Missouri Department of Transportation (MoDOT) regarding the responsibilities of maintaining city approved improvements along Olive Boulevard.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CREVE COEUR, AS FOLLOWS:**

Section 1: The maintenance agreement between the Missouri Highways and Transportation Commission and the City regarding the upkeep and maintenance of black powder coating on traffic signals and other visual enhancements along Olive Boulevard attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this 14th day of March 2011.

A.J. Wang
President of City Council

Adopted this 14th day of March 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

Attest:

Deborah Ryan
City Clerk

CCO Form: TR35
Approved: 05/00 (BDG)
Revised: 02/10 (ASB)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PAINTING OF TRAFFIC SIGNAL AND LIGHTING FACILITIES AGREEMENT**

This Agreement is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Creve Coeur (hereinafter, "City"), whose address is 300 N. New Ballas Road, Creve Coeur, MO 63141.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Route 340 located between New Ballas Road and Graeser Road in St. Louis County; and

WHEREAS, the City is desirous of performing certain tasks related to the painting of traffic signal and lighting facilities between New Ballas Road and Graeser Road in said county.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) PROPOSAL: The City proposes and the Commission will allow the painting of galvanized steel traffic signal and lighting facilities at this location.

(2) LOCATION: The general location of the facilities to be painted pursuant to this Agreement is at the intersections of Route 340 and Old Ballas Road, Craig Road, West Oak, Mary Meadows Lane, and Graeser Road in Creve Coeur, Missouri.

(3) COSTS: All costs associated with the painting of facilities, including, but not limited to work zone signing and traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used shall be in accordance with the latest revision of the Manual on Uniform Traffic Control Devices for Streets and Highways or as directed by the District Engineer or his authorized representative.

(5) PAIN T SPECIFICATIONS:

(A) The City shall have the paint manufacturers paint system and product data sheet, including color pigment information, submitted to the Commission's District Engineer for the Commission's review and approval. The color of the finish coat of paint must be approved by the Commission. All work done pursuant to this Agreement must be in accordance with Commission specifications and policies relating to painting of traffic signals and lighting equipment.

(B) The City shall provide certified performance data from an independent testing laboratory on samples formulated with the finish coat of the desired color that the system has performed satisfactorily for three years under exterior exposure tests.

(C) The painting of aluminum material, cabinets, or signal heads is not authorized by this Agreement.

(6) INSPECTION: The City will allow inspection and testing as necessary of the construction of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection.

(7) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(8) COMMISSION RIGHT-OF-WAY: All painted facilities within the state-owned Right-of-Way shall remain the Commission's property, and all future alterations, modifications, or maintenance thereof, excluding the paint system, will be the responsibility of the Commission.

(9) MAINTENANCE: The City shall provide proper maintenance of the paint coating at its cost for continuation of appearance of the unique color including the painting of any replacement equipment installed or replaced by the Commission. The method of maintenance shall be mutually agreeable between the City and the Commission's District Engineer. Should the City elect to not repaint the facilities, the Commission may terminate this Agreement and the Commission's District Engineer shall have full discretion on future coatings to any of the painted signals or facilities painted pursuant to this Agreement.

(10) PERMITS: Before beginning work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The City may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the City. Future painting shall be covered by separate permit.

(11) BOND: The City shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the work to be done pursuant to this Agreement within Commission right-of-way.

(12) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's Standard Specifications for Highway Construction and the Standard Plans for Highway Construction. The City shall provide a copy of its contractor's certification of material used.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for any reason, including the convenience of the Commission, by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, et seq.); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(22) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or agency of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 2011.

Executed by the Commission this ____ day of _____, 2011.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI

SS

COUNTY OF ST. LOUIS

On this ____ day of _____, 2011, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of Creve Coeur and that the foregoing instrument was signed and sealed on behalf of the City and that he/she acknowledged said instrument to be the free act and deed of the City and that it was executed for the consideration stated therein and no other.

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

Notary Public
My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI

SS

COUNTY OF ST. LOUIS

On this ____ day of _____, 2011, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ acknowledged said instrument to be the free act and deed of said Commission.

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

Notary Public
My Commission Expires: _____

CITY OF CREVE COEUR

ORDINANCE NO. _____

BILL NO. _____

An Ordinance to authorize the Mayor to execute an agreement between the City of Creve Coeur and the Missouri Highways and Transportation Commission providing for the painting of traffic signal and lighting facilities on Commission Right-of-Way.

Be it ordained by the City Council of Creve Coeur as follows:

Section 1. That the Mayor is hereby authorized to execute on behalf of the City of Creve Coeur an agreement with the Missouri Highways and Transportation Commission providing for the painting of traffic signal and lighting facilities on Commission Right-of-Way.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read three times, passed and approved on the day of _____, 2011.

APPROVED AS TO FORM

City Attorney

Mayor

Attest:

Presiding Officer

City Clerk

Chairman of the Board



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 1, 2011

TO: Mark C. Perkins, City Administrator,

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Execute an Agreement with the Missouri Highways and Transportation Commission for the Maintenance of Black Powder Coat on Traffic Signals, Visual Enhancements and Lighting Facilities Along Olive Boulevard.

The City of Creve Coeur and adjacent developers have funded many improvements along Olive Boulevard such as black powder coat and illuminated street name signs on traffic signals and decorative lighting in medians. The aforementioned improvements have been constructed over the past 10 years and more are planned through the TDDs, CID, and private development.

The attached agreement, "Exhibit A" is a blanket agreement that covers current and future lighting improvements at various locations on Olive Boulevard within the City of Creve Coeur.

Public Works staff is recommending the execution of six copies of the attached agreement on behalf of City to confirm the city's maintenance responsibilities in regards to these improvements.

RESOLUTION NO. 953

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI
AUTHORIZING THE EXECUTION OF A CONTRACT WITH HORNER & SHIFRIN, INC. FOR
ENGINEERING SERVICES RELATED TO UPDATES TO THE CITY'S STORM WATER MASTER
PLAN FOR A FEE NOT TO EXCEED \$69,110.00.**

WHEREAS, the City's existing Storm Water Master Plan was last updated in 1999;

WHEREAS, conditions and needs have changed through time and as a result of projects to improve storm-water-related issues, and storm water regulations and requirements have changed significantly since the existing Plan was developed in 1999;

WHEREAS, it is necessary to have a current assessment of the storm water issues to best prioritize, seek funding for, and address these issues for the benefit of the residents of the City of Creve Coeur;

WHEREAS, firms offering these professional services have been competitively vetted per the requirements outlined in the City of Creve Coeur Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1. The Contract between **Horner & Shifrin, Inc.** and the City attached hereto as "Proposal to Provide Professional Services Related to the Preparation of Updated Stormwater Master Plan" and hereafter referred to as "Exhibit A," is hereby approved and the execution is hereby authorized. The Contract as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Section 2. The Contract, as described and executed in Section 1 above, shall include two (2) parts, as follows:

Part 1: The scope of services described in Exhibit A, for which the fee proposal is forty-four thousand, one hundred and ten dollars (\$ 44,110.00).

Part 2: The "Optional GIS Component" described in Exhibit A, as well as additional site investigation(s) determined to be necessary as a result of the execution of the work involved with Part 1 above. Work under this Part shall be performed on an as-needed basis with a total fee not to exceed twenty-five thousand dollars (\$25,000.00).

The total fee for engineering services related to the performance of the work described for Parts 1 and 2 of the Contract is therefore sixty-nine thousand, one hundred ten dollars (\$ 69,110.00).

Adopted this 14th day of March, 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

Attest:

Deborah Ryan
City Clerk

March 8, 2011

Mr. Matt Wohlberg
City Engineer
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

**Re: Proposal to Provide Professional Services Related
To the Preparation of Updated Stormwater Master Plan**

Dear Mr. Wohlberg:

In accordance with your request, Horner & Shifrin, Inc. is pleased to present this proposal to provide professional services for the above-referenced project. We have based this proposal on the **Scope of Services** description dated January, 2011 (attached) that you provided, as well as on our (attached) **Project Understanding and Approach**, initially proposed in January and modified to include a description of optional GIS services, and our professional judgment and experience gained from previously completing these types of services for other clients.

For your convenience, we have structured this proposal in the form of a Letter Agreement, such that if you find our proposal satisfactory, you could retain our services for this project simply by executing this document where indicated; and returning a signed copy to us.

We believe the following scope of services meets the objectives for this project. In addition, we feel that our proposed fee represents a reasonable level of effort to complete the project. This fee is based on **an hourly billing rate plus reimbursable expenses.**

SCOPE OF SERVICES

The scope of services that Horner & Shifrin (hereinafter ENGINEER) proposes to perform to accomplish the desired objectives stated by the **City of Creve Coeur** (hereinafter CLIENT) is defined by the attached **Man-Hours and Fee Estimate**, dated January 6, 2011. The following is a clarification of the items of work and fee structure indicated on the Man-Hours and Fee Estimate.

- The proposal is to complete the Scope of Work as outlined in the Man-Hours and Fee Estimate which is based on the CLIENT's document of December 2010. If the work takes longer than expected due to reasonable unexpected conditions, this is generally covered under the

original scope agreement. The hours indicated on the man-hour estimate is based on the ENGINEER's experience on past similar projects. Some tasks will take more hours and some will take less hours than estimated. However, if a scope of work which was not part of the original scope is introduced into the project, or if a major, unexpected/unforeseen condition is encountered that would require additional design time, then it would be reasonable for extra compensation to be discussed and negotiated between the CLIENT and the ENGINEER. It is our full intent to complete all Scope of Work items indicated in our Man-Hours and Fee Estimate, within the maximum fee.

- The not-to-exceed amount includes all anticipated typical expenses including printing and travel. No additional charges (i.e. \$17/hour) will be added for computer use.
- Services not included in the proposal include, but are not limited to: title searches, geotechnical investigations, and any other services or materials not indicated on the Man-Hours and Fee Estimate.
- ENGINEER shall **not** knowingly use any information that is incorrect or appears to be inaccurate. Any information received from the OWNER will be assumed to be accurate, but ENGINEER shall make a cursory review for obvious inaccuracies.
- ENGINEER shall provide the CLIENT with copies of any drawings for the CLIENT's use at its discretion. Any survey information obtained for the project will be given to the CLIENT upon request. AutoCAD or MicroStation survey files will also be provided if requested by the CLIENT.

RESPONSIBILITIES OF CLIENT

It is ENGINEER's understanding that CLIENT will provide the following assistance, information, and/or related elements:

- A. Assistance by placing at ENGINEER's disposal all available current information pertinent to this assignment; including previously developed plans, specifications, reports, permits, and other data.
- B. Appropriate liaison with the CLIENT'S staff involved in this effort.
- C. Reasonable access to other data and records related to this assignment that ENGINEER may determine a need for.

CLIENT shall be responsible for, and ENGINEER shall rely on correctness of information, drawings, etc. made available by the CLIENT, without the need for verification.

COMPENSATION

- A. Amount of Payment and Statements
 - 1. For services performed, CLIENT shall pay ENGINEER the sum of the amounts determined as follows:

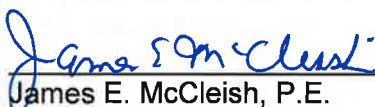
- a. For time spent by personnel directly related to project performance, payment shall be at hourly rates indicated in the attached **Exhibit A**, "ENGINEER's Hourly Billing Rates by Employee Category". Such rates include employee compensation, overhead expense, and profit. This schedule is effective until January 1, 2012 and may be subject to revision thereafter.
 - b. For expenses incurred by ENGINEER, such as authorized travel and subsistence (including airfare, food, lodging, automobile rental, commercial services, and other incidental expenses) payment shall be at the actual cost to ENGINEER.
 - c. For document reproduction expenses, long-distance telephone calls and/or facsimile transmissions, company vehicle usage, testing apparatus rental, computer use, and other direct expenses, payments shall be based on ENGINEER's standard rates in effect at the time such services are employed. Attached **Exhibit B**, "Reimbursable and In-House Charges", lists rates currently in effect for common direct expenses.
 - d. For professional services rendered by others under sub-agreement to ENGINEER, such as surveying, soil boring, laboratory analytical testing, or other activities authorized by CLIENT, payments shall be based on cost billed to ENGINEER by performing entity.
 - e. Statements from ENGINEER to CLIENT requesting payments as described above shall be prepared and transmitted for payment on a monthly basis.
2. On the basis of the above scope of services and payment terms, ENGINEER proposes to complete the work of this project for a fee not to exceed **Forty Four Thousand, One Hundred Ten Dollars (\$44,110)**, unless prior written authorization is obtained from CLIENT. *With the addition of an optional GIS Pilot Study the total would be \$53,842. That addition will only be made upon separate written authorization from CLIENT and is not automatically included in this agreement.*
- B. The terms of compensation and other terms and conditions governing this work shall be as defined by the attached **Exhibit C** "ENGINEER's Standard Terms and Conditions For Professional Services."

SCHEDULE

ENGINEER shall prepare a schedule agreed upon by CLIENT and ENGINEER following CLIENT's notice to proceed with the above described services. The adherence to this schedule is, of course, contingent on timely receipt from the CLIENT of information needed by the ENGINEER to carry out this assignment, and prompt review and return of all documents submitted to CLIENT by ENGINEER for comment/approval.

We sincerely appreciate this opportunity to be considered for professional services for the City of Creve Coeur. If there are any questions concerning our proposal, please do not hesitate to contact me. **If this proposal is acceptable, please sign and return one copy to us for our files.** Thank you for your consideration of Horner & Shifrin.

Respectfully Submitted,



James E. McCleish, P.E.
Associate Vice President
Environmental Engineering



Gene L. Rovak, P.E.
Project Manager

ACCEPTED FOR

City of Creve Coeur

Signature

Name

Title

Date



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 9, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, City Engineer

SUBJECT: Consultant Recommendation
Storm Water Master Plan Update

The City's existing storm water master plan, entitled *Stormwater Evaluation – Final Report*, was developed for the City in 1998 and was finalized in 1999. This report documented, estimated, and prioritized various stormwater-related issues that were brought to the City's attention through responses to a questionnaire on the subject and through public meetings. In the 12 years since the report was developed, several of the issues documented in it have been addressed and others have either changed in nature or have simply gotten worse.

In short, the 1999 report has become outdated and somewhat unreliable as a resource for assessing or prioritizing the needs of the City. Recognizing this, the Creve Coeur City Council approved funding for an update to this report in the current fiscal year.

Data Collection

A stormwater questionnaire was posted to the City's website in October through November 2010 to enlist public comments and concerns about stormwater-related issues throughout the City. Advertisement for this questionnaire was also listed in the City's newsletter. The City received approximately 25 responses to the questionnaire that reported stormwater-related concerns, to which City staff added several issues that have been recent topics of discussion. Responses to the survey and staff input brought the total number to 33 issues to be investigated.

In addition, City staff reviewed the 1999 report and made a list of those issues that have been either addressed through projects or determined to have likely not to have worsened over the since the previous investigation. This list of issues was removed from consideration for the current effort to update the master plan. The remaining issues, approximately 44 in total, ranged in scope and severity, but all were determined to warrant a review of their current status.

The issues from the questionnaire were then combined with the remaining issues from the 1999 report to create a general scope of work that was included in a request for qualifications for the project. A map depicting the locations of these issues is attached.

The recent data-collection effort did not include public meetings on the topic, because it was estimated that the previous study provided an adequate overview of the issues. The current effort has been envisioned as an update to the previous study and not a complete overhaul of it.

Request for Qualifications and Proposals

The City issued a request for qualifications and proposals for the project in December 2010 to approximately ten (10) engineering firms with known storm water design experience. The following five (5) firms submitted qualifications packages (listed in alphabetical order):

1. EDM, Inc.
2. Horner & Shifrin, Inc.
3. Intuition & Logic
4. Morris & Munger, Inc.
5. Stock & Associates, Inc.

City staff judged that any one of these firms could have provided the services requested.

Storm Water Committee Review and Recommendation

The City's Storm Water Committee created a subcommittee of three (3) members to evaluate the qualifications packages submitted, to select two (2) or three (3) firms for interviews, conduct the interviews, and make a recommendation of award to the Committee. The members of the subcommittee were Jack Beirne, Committee Chairman Robert McCormack, and Nancy Novack. The qualifications packages were distributed to this subcommittee at the Committee's meeting on January 6, 2011.

The subcommittee met on January 11, 2011 to evaluate the qualifications of each firm. After discussion regarding the qualifications of each firm and the City's past experience with each firm, the Committee unanimously agreed to invite the following two (2) firms for interviews:

- Horner & Shifrin, Inc.
- Intuition & Logic

Interviews were held with these firms on January 27, 2011. Each firm responded to the City's request for qualifications with an excellent qualifications package, and the subcommittee was impressed with the knowledge and experience each firm had with storm water design and planning. Each firm presented a sound and impressive approach to the project during their interview. While the subcommittee was impressed with Intuition & Logic's proposal to integrate the results of the project with the City's geographic information system (GIS), the subcommittee determined that it would be in the City's best interest to retain Horner & Shifrin due to the familiarity and first-hand experience of key staff with past master plans in Creve Coeur.

Therefore, the subcommittee voted unanimously to endorse the recommendation of the Storm Water Committee to the City Council to retain the engineering services of Horner & Shifrin, Inc., for the Storm Water Master Plan Update.

The Storm Water Committee again discussed the storm water master plan update at their meeting on February 10, 2011. The Committee agreed with the assessment of the subcommittee and voted unanimously to recommend that the City Council retain Horner & Shifrin, Inc., for engineering services related to the subject project.

Integration of the Report into GIS

The Storm Water Committee determined that the report will be more accessible and easier to both understand and use if the report is integrated into a GIS environment. Horner & Shifrin has proposed a two-fold approach for the GIS integration. The first is a tool in the anticipated City's GIS upgrade that City staff can use, update, and supplement. The second is a read-only online tool that anyone could access from the internet without the need for special GIS software. The first tool is anticipated to help City staff use the information in the report while the second tool would provide the public with the means to easily and intuitively browse and analyze this same information.

The current proposal from Horner & Shifrin lists GIS integration as a supplementary service, specifically as a "pilot project." The nature of Horner & Shifrin's current GIS integration proposal is to perform the integration for a limited portion of the project in order to better understand what the scope of work would be to integrate the entire report into GIS. Horner & Shifrin has proposed to complete the "pilot" GIS integration for approximately \$10,000.00.

Both the Storm Water Committee and City staff strongly support the inclusion of the "pilot" GIS integration into the services retained from Horner & Shifrin. It is understood that this work would not begin until late summer 2011, at the earliest, and would need to be included in the 2012 fiscal year budget.

Project Phasing

The interview process brought to light that the exact scope of the project will only be determined once the work has begun, as the level of effort involved with each site will vary depending upon the complexity of the issue and the detail required for each assessment. Horner & Shifrin has recommended a phased approach to the project, in which an initial assessment would be performed as the first phase. The second phase would include in-depth analysis of specific sites on an as-needed basis and could include the "pilot" GIS integration described above.

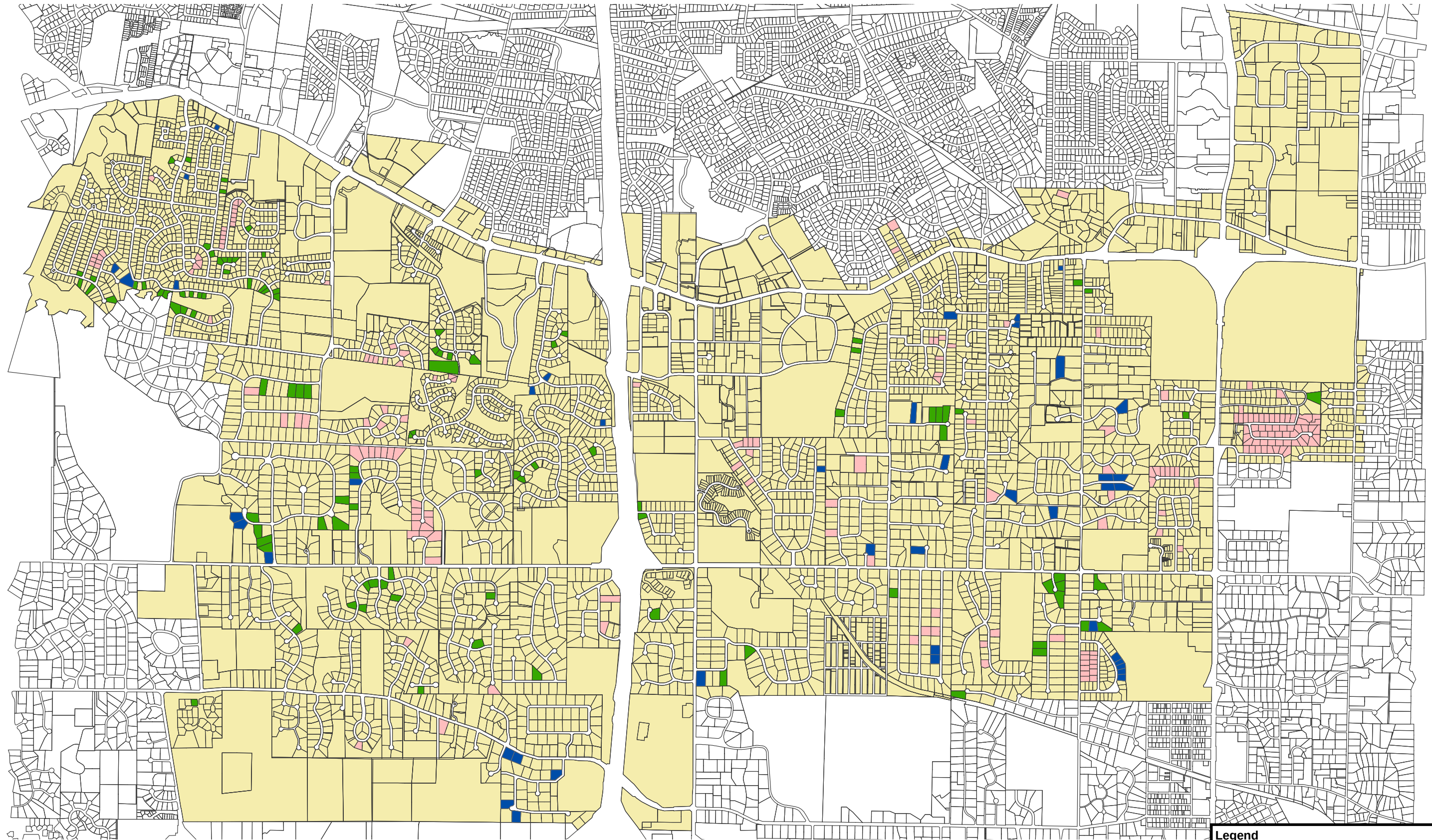
Accounting

Funding for this project was included in the 2011 fiscal year under budget number 02-61-71-9509-11522. Recognizing that the project will likely last through the summer and into the 2012 fiscal year, City staff has proposed that project funding be split between the 2011 and 2012 fiscal years, as is shown in the current draft of the capital improvement plan budget.

In addition, the proposals received have indicated that the original estimate of \$40,000 is insufficient to obtain a thorough and publicly useable update to the master plan. GIS integration of the report was not anticipated as part of the original estimate for this project and accounts for a significant portion of this difference.

Summary and Recommendation

Upon evaluation of the qualifications and proposals, both the Storm Water Committee and City staff recommend that the Creve Coeur City Council retain the services of Horner & Shifrin, Inc. for the Storm Water Master Plan Update project. In addition to the \$44,110.00 fee proposed by Horner & Shifrin for the basic update services, the Storm Water Committee and City staff recommend that the City Council approve the allocation of an additional \$25,000.00 for GIS integration and to allow for additional investigation of storm water issues on an as-needed basis. Therefore, the recommendation is to *retain **Horner & Shifrin, Inc.** for a fee not to exceed sixty-nine thousand, one hundred and ten dollars (\$ 69,110.00) for the **Storm Water Master Plan Update project.***



Storm Water Evaluation Sites

Storm Water Master Plan Update
City of Creve Coeur, Missouri

Legend

- 2010 Survey Responses
- Unresolved Issues from 1999 Plan
- 1999 Master Plan Sites Evaluated
- Creve Coeur Properties
- Other properties

RESOLUTION NO. 954

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF AN AGREEMENT WITH ERB EQUIPMENT COMPANY, INC. FOR THE PURCHASE OF A 2011 JOHN DEERE 544K FRONT END LOADER FOR AN AMOUNT OF \$121,240 AFTER TRADE-IN.

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide quality equipment to city employees; and

WHEREAS, the purchase of a front end loader is necessary to provide valuable city services; and

WHEREAS, these goods have been competitively bid as required by the City of Creve Coeur Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1: The agreement between Erb Equipment Company and the City is hereby approved. The agreement as executed shall be consistent with the provisions and intent of this Resolution and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 14th day of March, 2011.

AJ Wang, Council President
Acting for Mayor During Temporary Absence
Pursuant to Section 3.4 of the City Charter

Attest:

Deborah Ryan
City Clerk



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 4, 2011

TO: Mark C. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Purchase a New John Deere 544K Front End Loader

Background

Public Works staff has obtained pricing for the purchase of a John Deere 544K Front End Loader through the Missouri Department of Transportation (MoDOT) cooperative purchase program. These items were competitively bid by MoDOT as required by City of Creve Coeur Ordinance.

The front end loader that is currently owned and operated by the City is a 1992 John Deere 544E. This piece of equipment has served the city well for many years, but is near the end of its life cycle. In the past few years the Public Works Department has experienced several significant repair bills to keep it operating.

A new front end loader will allow staff to repair streets, sidewalks, storm pipes, and structures, and to load trucks with salt, rock, leaves, wood chips, and debris using methods that meet industry standards. By utilizing these methods, the quality and longevity of repairs will also increase while providing a safer working environment for City employees. This equipment will permit a more cost effective way to complete infrastructure repairs/replacements by City staff rather than contracting this work out.

Public Works staff solicited budgetary cost estimates for a replacement unit in early 2010 from a local vendor (\$140,000 before trade-in). City staff completed a purchase versus rental analysis in June 2010 for both the backhoe and front end loader and determined that purchasing the equipment was the most cost-effective choice.

Option to Purchase a Used Unit

Used equipment dealers throughout the Midwest and other states were contacted regarding their supply of available used units and their cost. As a result of staff's inquiries about used equipment availability and prices, it was determined that compatible used units were approximately the same cost as a new unit on the state bid or a little less. These units were 1-2 years old and the warranty had already expired. The reason for new units on the state bid reflecting a lower cost than comparable used units is because of the government purchase incentive discount pricing offered through John Deere to secure the Missouri State Purchase Contract. A copy of a proposal from Erb Equipment for the same unit without the state discounts is included for reference. The table on the next page shows a cost comparison of the new and used units (see used tractor pricing attachment).

John Deere 544K* Cost Comparison

<u>Model</u>	<u>Year</u>	<u>Hours</u>	<u>Cost</u>	<u>Warranty</u> <u>Ext. War.</u>	
544K	2010	0	\$121,240	Included	New
544K	2009	1500	\$131,000	Expired	Used
544K	2008	489	\$151,300	Expired	Used
544K	2010	647	\$170,000	Expired	Used
544K	2010	476	\$144,000	Expired	Used

* The 544 K (2008-2010) is the most recent edition of the 544 model. The 544 J (2002-2008) was the predecessor to the 544K.

Option for a Shared Purchase with another Community Purchase

Public Works staff evaluated the option to make a shared purchase with another community for a large front end loader. After reviewing the projects and tasks where a unit like this would be needed it was determined that most communities would require the use of this unit at the same time for performing the same tasks (loading trucks with salt, excavating and moving materials for construction projects).

Required service to Extend the life of Current Unit

Public works staff is aware that this is a large purchase and has explored the option to hold onto the current unit owned by the city for another 1-2 years. The current front end loader owned by the city is a 1992 John Deere 544E. The city has done a good job keeping up with the preventative maintenance over the years and that is the reason we have gotten 19 years out of this unit.

If we chose to extend the service life of this unit for the city, the loader will require approximately \$14,722 in service and parts to assure safe dependable operation. The repairs include: new tires and wheels, 6000 hour service, repair of bucket controls and several other hydraulic and control repairs. This being said, a \$14,722 investment would be required to keep our current unit running, but the motor, transmission, axels, or hydraulic system could require repairs at any time and all of these are expensive components of the machine. In addition, we are being offered \$23,000 for a trade-in on our current unit and we were to invest the \$14,722 into repairs it would not be reflected in a new trade-in value, we may be offered as much as \$28,000 which is a \$10,000 loss.

Cooperative Purchase Agreement Expiration

The Missouri State Cooperative Purchase contract with John Deere expires at the end of March 2011 and a new State purchase contract will most likely not be available until the fall of 2011. It is also our understanding that there will be a 6% price increase from the manufacturer for the new contract.

Purchase Recommendation

The FY11 budget amount for this purchase is \$140,000.00 in account number 02-61-71-9516. Although the actual purchase price of this unit with two options is over the budgeted amount by \$4,240, after trade-in, the City's out of pocket cost is \$121,240. Public Works staff is recommending the purchase of a new 2011 John Deere 544K with two options as identified in Exhibit A:

Option1

Embedded Scale for measuring the weight of loads (\$2,795). This will allow staff to track the weight of materials used on multiple jobs at the same time. It will also assist with Phase II Storm Water reporting for an accurate accounting salt usage.

Option2

Rear View Camera (\$2,660). This will provide an additional safety measure for operators on job sites. It gives a full view of site conditions, truck and equipment locations, workers, pedestrians, and vehicles that may enter one of the many blind spots at the rear of the equipment. This option comes with a monitor in the cab easily viewed by the operator.

Base Unit	\$138,785
Option 1	\$ 2,795
Option 2	\$ 2,660
	\$144,240
Trade-in	
	(\$ 23,000)
Actual Purchase Price	\$121,240

The recommendation is to award this to Erb Equipment Company, Inc., 200 Industrial Dr., Fenton, MO 63026 in an amount of \$121,240.00 (\$144,240 minus \$23,000 for trade-in).



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: June 9, 2010
TO: Mark Perkins, City Administrator
FROM: Jim Heines, Director of Public Works
SUBJECT: Equipment Purchase vs. Rental

Public Works staff has been requested to evaluate the purchase cost of large equipment versus the rental cost. The two large pieces of equipment owned by the city are a backhoe and a front end loader. These pieces of equipment weekly are used for digging, loading, lifting, and grading.

In years past, the activity for these units was limited due to the minimal construction work done by city crews. In the past 4-years, the usage of these pieces of equipment has significantly increased because of the improvement projects that city crews are constructing. Examples of the construction projects are listed below:

2008 John Deere 410J Backhoe

Projects constructed by city crews with the backhoe include:

- Installation of storm water pipes.
- Clearing of debris at culvert pipes.
- Digging trenches.
- Lifting supplies and equipment.
- Loading trucks.
- Grading banks and placing gabion rock.
- Excavating for asphalt base repairs.
- Excavating for concrete curb replacement
- Excavating for modular block wall construction.
- Loading downed trees.
- Excavating for concrete slab replacement.
- Lifting golf course bridges.
- Digging footings for various improvements.
- Trenching for waterlines and conduits.
- Lifting and placing concrete flared end sections for storm water systems.

1992 Jon Deere 544E Front Loader

Projects constructed by city crews with the backhoe include:

- Loading trucks with salt.
- Loading construction debris
- Loading trucks with construction materials stored in bins at the shop.
- Grading construction areas.
- Moving supplies and equipment on job sites and at the shop.
- Pushing leaves daily at both leaf sites daily during spring and fall leaf seasons.
- Pushing wood chips at leaf sites.
- Lifting heavy pallets.
- Loading salt dome.
- Preparing subgrade and rock base on large concrete pours.
- Lifting and placing jersey barriers and concrete wall blocks.

Equipment usage is not an every day event for part of the year, however the equipment is used a minimum of once or twice per week year round. Some of the work might be able to be batched but most of the equipment usage is job related and construction needs dictate when the equipment is used.

We replaced the backhoe in 2008; the old backhoe was a 1986 model and provided 22 years of service. The current front end loader is a 1992 model and we have experienced 18 years of service from that unit. This being said, the life expectancy for large equipment is approximately 20 years.

The cost to purchase each unit versus renting comparable units is listed in the table below:

<u>Equipment Purchase</u>	<u>Purchase Price</u>	<u>Annual Cost Over 20 yrs.</u>
John Deere 410J Backhoe	\$ 81,066	\$4,053.30
John Deere 544K front Loader	\$140,000*	\$7,000.00

*Estimated purchase price before trade in.

<u>Equipment Rental</u>	<u>Monthly** Cost</u>	<u>Annual Cost</u>
John Deere 410J Backhoe	\$ 3,150	\$ 37,800
John Deere 544K Front Loader	\$ 4,300	\$ 51,600

** Rental rates are direct quotes from the Erb Equipment rental site.
<http://www.erbequipment.com/rental/indexrental.htm>

At a minimum our operations require one of the two pieces of equipment year round. At the very least, the loader is needed from October through the end of April for leaves, wood chips and loading trucks with salt. If we have large projects during the summer it would be necessary to have the loader at that time too. The loader is a must probably required 8-9 months of the year.

The backhoe is used year round for projects except during the fall leaf season when all maintenance staff is focused on the Leaf Collection Program. The backhoe is also necessary 8-9 months a year for construction projects. This being said, the table below shows the breakeven point for purchase versus rental/lease for both pieces of equipment.

<u>Equipment</u>	<u>Purchase Price</u>	<u>Annual Cost@ 8 mo. Per year</u>	<u>Break even Point</u>
John Deere 410J Backhoe	\$ 81,066	\$25,200	3 yrs. 3 mo.
John Deere 544K Front Loader	\$140,000*	\$34,400	4 yrs. 1 mo.

*Estimated purchase price before trade in.



March 8, 2011

Mr. Jim Heines
City Of Creve Coeur
300 North New Ballas Rd.
Creve Coeur, MO 63141

Dear Jim:

We are pleased to quote the following for your consideration:

(1) New 2011 John Deere 544K Wheel Loader, Per MODOT Bid #3-080403,

The following factory and dealer options are included:

- * John Deere Power Tech E 6068H Tier III emissions diesel engine (rated 167hp @ 1,900 rpm),
- * Quad Cool System, Automatic Reversing Fan Drive, Centrifugal Engine Air Pre-Cleaner,
- * **Environmental Drains and Sampling Ports**, Engine Block Heater,
- * **High Lift Loader Boom with Z-BAR**,
- * ROPS/FOPS Cab with Air Conditioner/Heater, AM/FM/WB Radio,
- * **Joystick with FNR and 3rd Function Auxiliary Control Lever**,
- * Sealed Switch module with Function Indicators,
- * Standard Fabric, Back Rest Extension, Air Suspension Seat for Conventional Steering,
- * **Large Heated Outside Mirrors**, 24 Volt to 12 Volt-10 Amp Converter,
- * Ride Control, 4-Speed Transmission,
- * Front Hydraulically Locking Differential and Rear Conventional Differential Axles,
- * Manual Differential Lock,
- * 20.5R25 L3 Single Star XHA Michelin Radial Tires with 3 piece rims,
- * **Full Front and Rear Fenders**, Heavy Duty LED Turn Signal and Marker Lights,
- * Rear Cast Bumper/Counterweight with Rear Hitch and Locking Pin,
- * **Hi-Vis Z-BAR Hydraulic Attachment Coupler**,
- * **Hi-Vis 60" Coupler Fork Frame Carriage with 60" Tines**,
- * **JRB 2.75 cu. yd. Multi-purpose Bucket with Bolt-on Cutting Edge**,
- * **Axle Coolers with Filtration used without Secondary Steering, Bottom Guards**,
- * **Level 1 Electrical Corrosion Prevention Package**,
- * Operator, Parts and Service Manuals,
- * **Extended Warranty Option #9—2500 hours/60 months, Power Train & Hydraulics**,

Cash Sale Price:	\$138,785.00
Option #1: Embedded Scale	\$2,795.00
Option #2: Rear View Camera	\$2,660.00
Trade-in unit: 1992 John Deere 544E sn.DW554ED538412, Value;	[\$23,000.00]

We believe the equipment as quoted will exceed your expectations. On behalf of ERB Equipment Co., Inc., thank you for the opportunity to quote machinery.

Sincerely,

Mitch Herndon
Sales Representative

'This proposal is good for 30 days'



March 2, 2011

Mr. Karl Berger
City Of Creve Coeur
300 North New Ballas Rd.
Creve Coeur, MO 63141

Dear Karl:

We are pleased to quote the following for your consideration:

(1) New 2011 John Deere 544K Wheel Loader,

The following factory and dealer options are included:

- * JDLINK Ultimate, Standard years of service at no charge,
- * John Deere PowerTech E 6068H Tier III diesel engine (167 Net Peak hp @ 1,900 rpm),
- * **Quad Cool System, Reversing Fan Drive, Centrifugal Engine Air Pre-Cleaner,**
- * **High Lift Loader Boom with Z-BAR,**
- * **JRB 2.75 cu. yd. Multi-purpose Bucket with Bolt-on Cutting Edge,**
- * **Hi-Vis Z-Bar Hydraulic Attachment Coupler,**
- * **Hi-Vis 60" Coupler Fork Frame Carriage with 60" Tines,**
- * **Joystick with FNR and 3rd Function Auxiliary Control Lever,**
- * ROPS/FOPS Quiet Cab with Air Conditioning/Heater, AM/FM/WB Radio,
- * Standard Fabric, Back Rest Extension, Air Suspension Seat for Conventional Steering,
- * **Ride Control,** Sealed Switch module with Function Indicators,
- * AM/FM/WB Radio, 24 Volt to 12 Volt-10 Amp Converter,
- * 4-Speed Transmission, Manual Differential Lock,
- * Front Hydraulically Locking Differential and Rear Conventional Differential Axles,
- * 20.5R25 L3 Single Star XHA2 Michelin Radial Tires with 3 pc. Rims,
- * **Full Front and Rear Fenders, Large Heated Outside Mirrors,**
- * Heavy Duty LED Turn Signal and Marker Lights,
- * Rear Cast Bumper/Counterweight with Rear Hitch and Locking Pin,
- * **Engine Block Heater, Environmental Drains and Sampling Ports,**
- * **Axle Coolers with Filtration used without Secondary Steering,**
- * **Level 1 Electrical Corrosion Prevention Package,** Bottom Guards,
- * Operator, Parts and Service Manuals,
- Warranty: John Deere standard one year plus Optional 2,500 hours/60 months on
- Power Train & Hydraulics,

Cash Sale Price:	\$156,191.00
Option #1: Embedded Scale	\$4,502.00
Option #2: Rear View Camera	\$4,285.00
Trade-In Unit: 1992 John Deere 544E sn. DW554ED538412, Value;	[\$23,000.00]

We believe the equipment as quoted will exceed your expectations. On behalf of Erb Equipment Co., Inc., thank you for the opportunity to quote machinery.

Sincerely,

Mitch Herndon
Sales Representative

'This proposal is good for 30 days'

ERB EQUIPMENT CO.

Name City of Creve Couer Date 24-Feb-11
 Address _____ Phone Number 314-989-1849 fax
 Machine JD 544E Serial Number DW544ED538412

DESCRIPTION	Total
Replace tires & rims with 20.5x25 Firestone tires	\$5,350.00
Perform 6000 hour service	\$2,101.00
Replace sticking bucket controller	\$2,506.00
Replace sticking front axle disconnect cable	\$527.00
Replace forward & reverse shifting cables & lever bearings	\$894.00
Replace radiator	\$1,798.00
Replace engine crankshaft dampner - not requested, but recommended since unit has 6000 hrs on it	\$896.00
Submitted By:  Larry Mueller Service Manager	Parts Total
	Labor
	Hauling
	MISC. & FREIGHT
	Tax
	Total
	\$550.00
	\$100.00
	\$14,722.00

The above is an estimate and doesn't cover additional parts & labor that may be required after machine has been disassembled. Broken or worn parts may be discovered which weren't evident on first inspection. I hereby authorize the above repair work but understand this is **only an estimate** and may incur additional costs.

Customer Signature _____ DATE _____

ErB Equipment Co., 200 ErB Industrial Drive, Fenton, MO 63026 --- (620) 349-0200

SLACMA Survey on Metal Detectors 2-16-2011

City	Do you use metal detectors at any public meetings?
Ballwin	No
Berkley	Municipal Court and City Council
Clayton	No
Creve Coeur	Municipal Court
Des Peres	No
Fairview Heights	Municipal Court and City Council
Fenton	No
Hazelwood	Municipal Court
Kirkwood	Municipal Court and City Council
Olivette	Municipal Court and City Council
Richmond Heights	Municipal Court
Rock Hill	Municipal Court
University City	Municipal Court
Webster Groves	Municipal Court

Hi Tara, Glenn, Mark, and Jaysen,

Thanks for taking the time to meet last week about deer issues in Creve Coeur. As requested, I've summarized what we know about the current deer population, justifications for management, and the management options we discussed at our meeting.

The area of overabundant deer in Creve Coeur is concentrated in the southwest corner of the city, an area approximately 2 square miles. This area is contiguous to the west and south with Town & Country. Based on the population estimates we have for Town & Country, we can extrapolate some population densities for this area of Creve Coeur. Habitats, road densities, and parcel sizes are similar in both areas, so it is reasonable to assume similar deer densities.

We estimate that Town & Country has approximately 60 deer per square mile. Assuming this density is similar or slightly lower for the southwest corner of Creve Coeur, we can deduce that you have 50- 60 deer per square mile, or 100- 120 deer in the 2 square mile area we identified. A rough objective would be to have approximately 30 deer per square mile, or 60 deer total in this 2 square mile area. Therefore Creve Coeur would strive to remove 50- 60 deer from this area to meet that objective, and then implement management efforts in order to maintain the lower density.

The primary justifications for reducing the population include:

1. Reducing the number of deer-vehicle collisions in the area,
2. Addressing problem deer behavior, such as aggressive or overly bold deer, which is typical in areas where deer have not been exposed to predators for several generations, and
3. Alleviating landscape damage from browse and antler rub.

Options for deer population management and their respective pros and cons include:

Controlled hunting. Landowners would have the option to allow archery hunters on their properties to harvest deer during the annual statewide season, Sept. 15- Jan. 15. The City could place restrictions on where and how hunting could occur through a detailed municipal ordinance.

Pros: No cost to the city. Is currently used in unincorporated portions of St. Louis County, Chesterfield, Clarkson Valley, Hazelwood, and Wildwood.

Cons: Efficiency varies based on number of areas opened to hunting and hunter success. Would require a change to the city weapons ordinance.

Sharpshooting. Deer are harvested over bait piles by trained, contracted marksmen. This requires a special permit from Missouri Department of Conservation (MDC).

Pros: Highly efficient at meeting population reduction goals in a short time, given adequate sites for management.

Cons: Expensive, probably around \$400/ deer. Would require a change in city weapons ordinance, and administration of a contract by the city.

Trap and kill. Deer are baited into netted box traps, called clover traps, and euthanized with a non-projectile device called a captive bolt. This requires a special permit from MDC.

Pros: Would not require a change in the city weapons ordinance because it does not involve a projectile. MDC has equipment for loan to residents who are interested. Creve Coeur could consider training an animal control officer or police officer to use the equipment and eliminate contractor costs.

Cons: Inefficient and expensive.

In addition to deer management information, Mark requested links to the MDC information about urban coyotes. Here are two that you are welcome to link to from the city website:

Coyotes and Humans Living Together:

<http://mdc.mo.gov/landwater-care/wildlife-management/nuisance-animal-management/mammals/nuisance-coyotes/humans-and-co>

Urban Coyotes:

<http://mdc.mo.gov/conmag/2009/08/urban-coyotes>

I hope this is helpful. Don't hesitate to contact me with questions or if I can be of further assistance.

Erin

Erin Shank
Urban Wildlife Biologist
Missouri Department of Conservation
Powder Valley Conservation Nature Center
11715 Cragwold Road
St. Louis, MO 63122
314-301-1506 ext.2239
Erin.Shank@mdc.mo.gov



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: February 25, 2011

TO: Mark Perkins, City Administrator

FROM: Chief Glenn Eidman

SUBJECT: Deer Mitigation

The Police department would like to report the following information in reference to Deer Mitigation. The Police department averages about 10 calls a year concerning deer that have been hurt or injured due to a vehicular accident, or get hurt jumping a fence, etc. The below information indicates the number of times per year that we have responded and have had to put down the animal.

YEAR	# OF RESPONSES
2008	10
2009	9
2010	10
2011	2

The Police department also responds to vehicular accidents involving deer. The scenario that we usually find is that the deer run into a car, or jump out into oncoming traffic. The information listed supplies the data in relation to vehicle accidents vs. deer.

YEAR	ACCIDENTS
2011	0
2010	6
2009	8
2008	6

I contacted the Missouri Department of Conservation, and spoke to John Vogel*. The Missouri Department of Conservation has a committee and a plan in place for Deer Mitigation. The head of that committee is Erin Shank. Here is the plan that Town and Country has tried in their deer mitigation strategy.

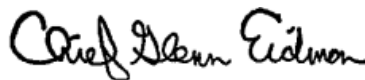
- Capture and release. A private company was hired to capture deer, and transport them to another location for release. This was not very successful as it was expensive, and the majority of deer that were released, expired.
- Sterilization-capture and have a veterinarian conduct the sterilization, tag the deer and release. The tag allows the conservation department to track the wellness of the deer. (This is very expensive)

- Sharp shooter-hired out by a company that selectively kills some male deer (bucks) and some of the female (does). Reducing the ability to breed and in theory, reducing the heard.

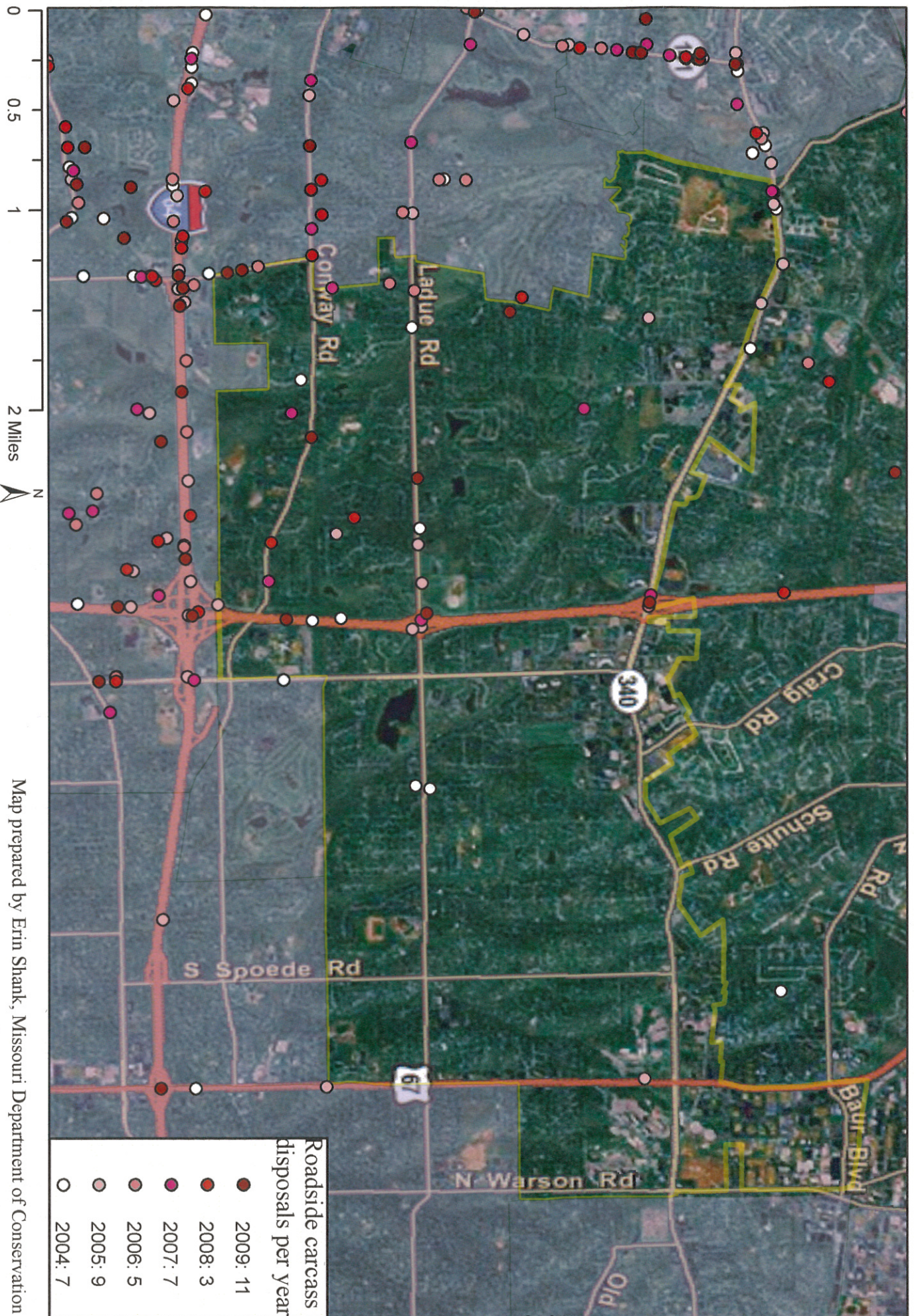
My suggestion is to meet with the department of conservation, specifically, Erin Shank to access the overall problem and if there is a need to have a Mitigation process. From a public safety standpoint, the police department would not support allowing managed hunts with a firearm or bow. The possibilities for someone to get hurt are high enough that I feel a liability would exist on the part of the city should we allow a managed hunt. Specifically, the Police department does not want anyone getting hurt or being placed in harm's way.

The information supplied is to create some talking points to get started. Perhaps a committee would be the best vehicle for researching and developing a plan. The first step should be to establish whether or not a problem truly exists. Please let me know if there are any questions or information that would be helpful.

*Missouri Department of Conservation
Mr. John Vogel
(636) 441-4554



Creve Coeur, Missouri Roadside deer carcass disposals 2004-2009



Map prepared by Erin Shank, Missouri Department of Conservation

MDC Urban Deer Management Guidelines

Revised June 2008

Background:

The Urban Deer Management Program of the Missouri Department of Conservation (MDC) encourages urban development that conserves green space and native wildlife populations using science-based management to maintain wildlife populations at levels compatible with urban and suburban lifestyles.

The Role of MDC in this Program is to serve as a technical advisor and provide assistance when deemed necessary to communities that desire assistance in managing urban deer populations. MDC guides deer population assessment and goal setting, informs individuals and communities on lethal and non-lethal methods of management that can help minimize conflict between deer and humans, advises regarding statutory language that is compatible with deer management goals, cultivates public awareness of deer population impacts, and authorizes management efforts.

The Goal of the MDC Urban Deer Management Program is to assist individuals and communities as requested in the management of white-tailed deer by providing management expertise, deer management plans, and population control options that provide residents and communities effective ways to manage deer in accordance with MDC Urban Deer Management Guidelines and wildlife laws while keeping in mind all state, county, and municipal laws.

MDC Responsibilities and Strategies:

As trustee for the fish, forest, and wildlife resources of Missouri, MDC is mandated to provide management programs governed by sound ecological principles for the conservation of these resources. The Department strives to maintain statewide deer populations at densities compatible with habitat types and that provide for public utilization and enjoyment while minimizing deer-human conflicts.

Although MDC is responsible for statewide deer management, the Department does not implement deer management programs on non-MDC lands without consent and cooperation of landowners. MDC serves in an extension role to evaluate deer populations, advise on appropriate management strategies, and establish geographic and regulatory boundaries through which feasible management alternatives can be developed. Successful implementation of management alternatives can only be accomplished with landowner consent and approval. Therefore, extensive effort to inform and educate landowners is essential.

On MDC managed properties, hunting is utilized to control deer populations whenever practical. On most public areas in urban settings, deer hunting access must be controlled due to high public use and close proximity to human development. Hunting in or near urban areas may initiate controversy among hunting and anti-hunting groups, especially where hunting has not occurred in the recent past. Such responses should be anticipated

so that appropriate educational and public relations efforts can be incorporated in hunt development and implementation.

Urban deer management falls into two broad categories: management on public lands and management on private lands. Expansion of deer hunting opportunities and programs on public lands in urban areas will continue. MDC will continue to implement managed deer hunts on Department lands in urban areas where necessary to control expanding deer populations. Such programs should be maintained at levels consistent with appropriate and acceptable deer densities. MDC will work cooperatively and form partnerships with public landowners, such as local governments and other state and federal agencies, to promote development of managed hunts in urban areas where practical. Specific urban areas will continue to be designated as urban deer management zones, with special regulations developed as necessary for hunting programs designed to control expanding deer populations. Wherever feasible, MDC will work closely with private landowners to encourage deer hunting opportunities on their lands.

Department Guidelines for Urban Deer Management Programs:

Regulations enacted each year by MDC establish deer harvest levels within the framework of the statewide deer management program. MDC, however, lacks direct control over access to private and much public land, including urban sites. The following guidelines apply to deer population control and human-deer conflict on non-MDC public and private land in predominantly urban and suburban areas of Missouri.

- 1) Successful deer management on non-MDC lands within the MDC regulations framework requires cooperation of private citizen and local government landowners.
 - a) MDC personnel will provide expertise in evaluating the problem and advise on appropriate management strategies.
 - b) Implementation of a deer management plan is the landowners' responsibility, with MDC acting in an advisory and support capacity.
- 2) Deer herd control concerns and human-deer conflicts in the 4 major metropolitan areas of the state (Kansas City, St. Louis, Springfield - Joplin, and Columbia - Jefferson City) will be directed to the Urban Wildlife Biologist or the Wildlife Management Biologist assigned urban responsibilities. Deer control problems in smaller urban areas of the state will be directed to the local Conservation Agent and/or Wildlife Damage Biologist.
 - a) In the major metropolitan areas, the Urban Wildlife Biologist, with Resource Scientist support and assistance, will have primary responsibility for resolution of human-deer conflicts and urban deer control programs.
 - i) The Resource Scientist will provide expertise in deer population assessment, management planning, and evaluation of herd reduction and removal methods.
 - ii) The Urban Wildlife Biologist will direct conflict resolution, team building, removal proposals, permit application, and associated administrative requisites.
 - b) In complex urban situations where potential controversy exists, the Urban Wildlife Biologist, Wildlife Management Biologist, Wildlife Damage Biologist and/or Conservation Agent may assist with the organization of a local committee

- that includes government officials, involved landowners, concerned citizens, and Department of Conservation representatives to assess the problem and evaluate and recommend management options.
- c) In urban areas without an Urban Wildlife Biologist, the Conservation Agent and/or Wildlife Damage Biologist will assess the problem and make specific control recommendations or consult with the Resource Scientist on potential management programs.
- 3) Urban deer control measures include the following, some of which require a permit(s):
- a) Non-lethal:
 - i) No action
 - ii) Habitat modification
 - iii) Repellants (chemical, noise, etc.)
 - iv) Fencing
 - v) No deer feeding ordinances
 - b) Lethal:
 - i) Statewide regulated or managed hunting (permit required)
 - ii) Sharp shooting (permit required)
 - iii) Trapping and euthanasia (permit required)
- 4) A standing subcommittee of the Regulations Committee, known as the Urban Deer Task Force, will review situations and requests for deer control outside of these guidelines and procedures. The Task Force will recommend appropriate control action and removal protocol, and be responsible for updates and revisions to the Guidelines as necessary and/or mandated.
- 5) An MDC and/or landowner(s) evaluation of initial control effectiveness may be required. Control activities may be modified to maintain long term effectiveness.
- 6) In those situations where managed deer hunting is the most viable control option, a hunt specific regulatory mechanism, such as longer seasons, additional seasons, higher per hunter bag limit, sex-specific harvest, and others, will be developed as needed to control deer population densities.
- 7) Wildlife Division, in conjunction with all Department divisions and local communities, will compile and maintain an information system on urban deer populations that includes number and severity of deer-human conflicts, number of deer-vehicle accidents, public complaints of deer damage, and other related information as appropriate. This information will aid in the identification of, planning for, and response to, urban deer conflicts, and will be directed by the Urban Wildlife Biologist or the Wildlife Management Biologist assigned urban responsibilities.
- 8) Where and when practical, Resource Science Division will assess deer population status and make recommendations for optimum deer densities for a specific area based on deer habitat availability, management goals, and landowner objectives.
- a) Resource Science Division will assess efficacy of control methods and their potential for application in Missouri, and make appropriate recommendations.

Operational Procedures for Site-Specific Urban Deer Management Programs on Lands Not Managed by MDC:

The following management protocol is recommended for administration and implementation of urban deer management plans and programs. However, landowners choosing not to follow established MDC deer management protocol can make management decisions within the MDC legal framework.

- 1) In order to implement deer management programs within urban areas, a cooperative relationship with landowners must be developed. MDC will provide technical advice and information on advantages and disadvantages of various management strategies and afford opportunity for management through its regulatory authority.
- 2) The Urban Wildlife Biologist will be the initial contact for urban deer control concerns in the major metropolitan areas of the state. In other areas of the state, the local Conservation Agent and/or Wildlife Biologist will be notified.
- 3) In case of single ownership and small deer numbers, non-lethal or lethal methods can be implemented in accordance with the Wildlife Conflicts Handbook.
- 4) Where multiple ownerships occur or the property is controlled by city, county, state, or federal government, formation of a community task force consisting of representative MDC staff and community leadership is recommended to address the issues, develop alternatives, and recommend appropriate action.
- 5) In situations involving multiple landowners, a standard citizen opinion survey designed by MDC may be administered to all landowners if required or requested. Administration and analysis of the survey must be approved by MDC.
- 6) MDC and/or MDC approved assignee may conduct deer population surveys to determine current deer densities and recommend population goals, when necessary and/or requested.
- 7) In the absence of a landowner and/or deer population survey, on-site evaluation will be used to determine the need for and conditions of a deer removal permit.
- 8) Following monitoring and assessment, the community task force should develop a deer management plan that establishes deer population goals and defines management alternatives. MDC will assist with plan development by providing necessary expertise and information on population assessment and management, control alternatives, and regulatory guidelines requiring compliance. The plan will facilitate data collection on the problem, pull diverse groups together in a concerted effort, and encourage constructive solutions to the problem. The plan should include the following information:
 - a) Title - course of action and the name of the agency/organization requesting MDC assistance in deer population control.
 - b) Introduction - Brief description of the area, its location or address and size. Definitive statement on the problem(s) caused by deer.
 - c) Goal - long term purpose of the management program.
 - d) Objective - specific description of management tasks to be accomplished at this time.
 - e) Site Description - detailed description of the area, estimated deer numbers, and history of deer management problems.

- f) Documentation of deer-related damage or potential safety hazards - cost estimates of damage, potential or actual safety hazards to the public.
- g) Proposed methods and procedures - the number of animals to be removed and the recommended techniques to accomplish the short and long term goals. Names and telephone numbers of the contractors/volunteers that will perform the work, urban officials to be contacted by members of the media and the general public concerning the project. For many management methods this section may also need to include information on how to deal with protests, set up check stations, organize public meetings, and similar public relations specifics.
- h) Evaluation - a description of the criteria used to determine the progress of the management program.
- i) Schedule - establish a timetable for implementation of the program.
- j) Support Documents – additional support documents as necessary.
- 9) An MDC permit is required for removal of deer by any method other than statewide hunting or managed hunt regulations. This permit will specify all removal criteria based on protocols submitted by the landowner(s) or community task force and approved by MDC.
- 10) MDC will be the primary advocate on first-time managed deer hunts on MDC lands in urban areas. However, appropriate citizens, citizen groups, and other government agencies having an interest in population management of deer on the proposed lands should be involved in the planning process, and relevant public relations and educational strategies should be implemented as part of the proposed hunt.

Urban Deer Population Control Alternatives

Where control of deer numbers is required, only the following techniques (each summarized with a summary of realistic expectations) are recognized by MDC as potential management options:

- 1) *Legal hunting* may occur under statewide deer hunting regulations or during a special managed hunt outside the normal season framework. Managed hunts must receive Commission approval.
 - a) Firearms hunting is the most efficient way to reduce deer populations but may not be practical in all urban areas.
 - b) Archery hunting can be effective and safe when constraints are placed on the age/sex and number of deer that can be taken.
 - c) Crossbows and draw-locking devices are tools that can be used during certain seasons and have shown to be effective deer management tools in urban settings.
 - d) Persons with disabilities and youth-only hunts may be considered for urban settings. Persons with disabilities could be assisted by approved civic groups or others deemed qualified. Such hunts could serve as both resource management strategies and urban management promotional strategies.
 - e) Hunter orientation sessions should be required prior to these special hunts if local staff think conflicts could arise between hunters, area users, and/or neighbors.
- 2) *Sharp shooting* by trained marksmen over bait can be an effective deer removal technique where location renders legal firearms hunting unsafe and archery hunting is not a feasible control mechanism. Small caliber center fire rifles are most effective

and are safe when used under controlled situations. Deer taken by sharp shooters will be processed by approved facilities and donated for use. MDC will not be responsible for compensating contracted sharp shooters or for meat processing. Communities should be aware that sharp shooting is not a one time solution and needs to be followed up with an annual population maintenance program.

- 3) *Live Trapping and Euthanasia* using bait should be considered only in special circumstances and should be conducted in a humane and socially acceptable manner under the supervision of a licensed veterinarian or a trained contractor. Landowners will be responsible for all trapping, euthanasia, and processing costs. MDC, in some instances and on a limited basis, may have traps to loan out to individuals or communities.
- 4) *Reproductive control* can be implemented only with Federal and MDC approval and when proven to be an effective population control method. Landowners will be responsible for all procedures and associated costs. Landowners may be required to monitor and record trapping and reproductive control efforts.
 - a) *Live trapping and sterilization* is presently not an efficient or cost effective population control technique because it requires animal capture, administration of drugs or surgery, high stress to animals, and produces little if any reduction in deer density.
 - b) *Contraception* procedures are presently under strict Federal authority and not legal in most situations. Presently, they are neither cost-effective nor biologically feasible population management techniques, but may hold promise for future urban deer population management and may be considered if they prove safe, effective, and practical in controlling numbers.

Urban Deer Population Control-Prohibited Actions

Live Trapping and Transfer is NOT allowed as a deer management alternative because high mortality is associated with the process and there are risks of spreading deer diseases and parasites.



CITY OF CREVE COEUR

October 6, 2010

To: Mayor and City Council

Re: Olive TDD Project Close-Out Options

Council Member Bryant has requested an analysis of options regarding the future close-out of the Olive TDD. As part of the 2007 supplemental financing plan adoption, all parties agreed to (and was unanimously approved by City Council) Reduced Scope Phase 1 / Minimum Phase 2 of the Olive TDD project.

The scope of the project includes new traffic signals at Craig/Olive and City Place/Olive, sidewalks except in front of 11505 Olive, a raised median between Craig and New Ballas Road, a new lane for both east bound and west bound olive between Craig and City Place, and a right turn lane for eastbound Olive at Old Ballas Road.

Phase 1 components completed to date include utility line burial (Craig to City Place Drive), the West Oak traffic signal, Craig Road lane expansion, sidewalk and traffic signal, New Ballas Road/Studt traffic signal, New Ballas Road sidewalk. The cost estimate of the remaining Reduced Scope Phase 1/Minimal Phase 2 work is \$2.2 million.

Options going forward include:

- Follow through with the 2007 supplemental financing plan as adopted and complete Reduced Scope Phase 1/Minimal Phase 2, predicated upon approval by all parties of the West Oak agreement. In addition, further reductions to the project could be necessary if bids for construction work exceed the available funds. (Once a contract is awarded, a letter of credit in the amount of \$500,000 posted by The Koman Group will cover any necessary change orders or overages.)

If the West Oak agreement can be approved in the near future, it is still realistic to complete construction in 2011. The agreement is currently under review by Caplaco (owners of West Oak Shopping Center) and Dierbergs. However, much further delay will greatly diminish the chances of the project being completed in 2011, and as a result, continued soft costs and construction inflation will lead to a further reduction in scope.

Following completion of Reduced Scope Phase 1/Minimal Phase 2 project, the Olive TDD will have little prospect for future revenue sources. Therefore, this would be a logical time for Olive TDD projects to end.

- If the 2007 Supplemental Funding plan does not come to fruition (ie, an agreement with West Oak is not reached), then the Olive TDD will have approximately \$850,000 in its account to be used for projects. Possible road improvement projects include: 1) improvements to the City Place/Olive intersection; 2) installation of the phase 2 median on Olive from City Place to New Ballas Road; these projects would need to be coordinated with and approved by Modot, and could likely be completed in 2011.



Another option is continued utility line burial east of City Place Drive. The City is currently considering a community improvement district (CID) to bury overhead utility lines between New Ballas Road and I-270, a project that was partially completed by the Olive TDD with the installation of conduit.

- The Olive TDD could dedicate the remaining \$850,000 to pay down the existing bonds sooner and complete no additional projects.

Once the Olive TDD has exhausted its resources, the city will have the option of including certain components of Phase 1 or Phase 2 in its capital improvement program, and could seek federal transportation funds as a possible funding source in 2012 or beyond.

Regardless of the course of action, the Olive TDD will continue to function as a governmental entity until all debt is retired, holding at least an annual meeting.

As also requested, a list of Council actions and votes on the Olive TDD is attached.

Sincerely,

Mark Perkins
City Administrator

Attachments:

Memo from Debbie Ryan – Council votes on Olive TDD

Resolution 751 – 2007 Supplemental Financing Plan

MoDot Letter on Phasing Requirements – 08-03-07

From: Bryant, Laura T [<mailto:Laura.T.Bryant@ehi.com>]
Sent: Wednesday, September 29, 2010 2:34 PM
To: Perkins, Mark C.
Cc: Carl Lumley; JeanneRhoades; Ryan, Deborah
Subject: as discussed - request for written analysis of Olive Blvd TDD options

Mark:

As discussed, please provide (at the next City Council meeting) a brief analysis of available options concerning the future of the Olive Blvd. TDD. This analysis need not be in-depth, but should be detailed enough for us to conduct proper due diligence.

Also, Beth's comments about Jeanne's voting record on the Olive Blvd. TDD really begged the question: How has the Council voted on all the previous extensions and restated agreements? I know there have been a lot, so if you (or Debbie) could please provide a summary of the dates?

Thanks!

Laura Bryant
Ward 4/Creve Coeur City Council



WARD IV COUNCIL CORNER

LAURA BRYANT & JEANNE RHOADES



Eminent Domain Petition

We'd like to thank everyone – in all four wards – who signed a Creve Coeur charter amendment petition concerning eminent domain last month. Almost 1500 signatures were collected in only one day at the polls, a clear indication that you not only are interested in how eminent domain should be handled in our community, but that you also have the power to enact significant change.

The proposed charter amendment requires a supermajority of six out of eight Council votes to authorize eminent domain in the future. (The supermajority vote is a well-established provision under Missouri statutes – for example, when a rezoning application is being considered, 30% of the property owners within 185 feet of a parcel can initiate a protest petition to force a supermajority vote.) The charter amendment, which we hope will appear on the April 2007 ballot, would help ensure eminent domain is debated and scrutinized just as carefully as any protested rezoning.

We are proud to have been a part of this effort, which was spearheaded by Council Member Kassander, with assistance from Council Member Wang (Ward 2), plus two other citizens – Chamber of Commerce liaison Susan Murphy (Ward 2) and Neal Breitweiser (Ward 1). Under the proposed charter amendment, business and residential property owners would gain the same protection from indiscriminate eminent domain threats. Furthermore, no matter how important a proposed project might be, the bar would be set high when any property owners' rights are at stake.

TDD Controversies

Unfortunately, the City Council has been extremely divided on eminent domain, especially with three Council members – Kistner (Ward 1), Lynch (Ward 2), and Haddenhorst (Ward 3) – and the Mayor sitting on the Olive Boulevard Transportation Development District (TDD) board.

We became alarmed in June 2005 when the Creve Coeur City Council voted 5-3 to authorize the TDD Board to use eminent domain against a local Amoco gas station and car wash. (Council/TDD Board members Kistner, Lynch and Haddenhorst, as well as former Councilmen Barton and Mitchell, voted yes. We, along with Council Member Kassander, voted against the action.)

Later, we questioned whether TDD threats for a “total-taking” via condemnation were justified for the small sliver of land needed for the Olive Blvd. improvements. We were concerned that due to plans of the TDD

Construction Manager and Developer (The Koman Group) to “assemble property” and construct a building on the Amoco site – as indicated on the Koman Web site – the TDD’s threats appeared to represent the use of eminent domain for private economic development, to benefit Koman’s CityPlace office park.

More recently, Koman announced that projected costs for the TDD improvements already exceed the original \$5.7 million budget by \$3.6 million, although construction has barely begun. Koman is proposing that the Council approve additional public funding to cover the shortfall, in lieu of reducing the scope of the project. This could include increased sales taxes and/or property tax abatements – both attached to Koman’s future CityPlace developments. (All information can be verified on our city’s Web site.)

Accountability & Transparency

Despite the many obstacles encountered to date, we are dedicated to making our city’s traffic infrastructure as safe, efficient and attractive as possible, and truly hope that the public improvements promised by the Olive Blvd. TDD will come to fruition. However, it is just as important to insist on accountability and transparency, especially when property rights are at stake.

We believe that it is critical to adhere to these principles as Creve Coeur moves to redevelop its Central Business District. For example, in our 2000 citywide survey, the only proposal concerning commercial developers that was not favored by residents was: *“allowing taller buildings in exchange for green space or other amenities.”* Two years later, the Comprehensive Land Use Plan featured examples (pp. 90-93) of “town centers” with buildings two-to-six stories high, similar to downtown Kirkwood and University City’s Loop.

However, we have heard that funding the proposed infrastructure improvements in that area, including new streets and multiple parking garages, may necessitate a trade-off with developers, such as allowing greater building heights and/or other financial incentives. Meanwhile, the city is now reviewing the zoning code to possibly increase existing building height restrictions – from the current six-story limit up to ten stories (without a conditional use permit) – in parts of the Central Business District.

We remain committed to protecting property rights, and will strive to keep you informed as these events continue to unfold. As always, we encourage you to share your comments and concerns.

Council Actions

City Council took the following actions on October 23 and November 13:

- Held a public hearing and approved an agreement with AT&T Missouri for the provision of video services in the city.
- Approved the creation of a dog park in Conway Park, accepted a \$2000 donation from Southwest Bank for the dog park, and approved a contract with Kennedy Fence to construct a fence for the dog park for \$26,876.
- Approved an ordinance of a final subdivision plat for Enclave Bellerive, Plat 2, located near Ladue and Mason Roads.
- Approved First Bank as the city’s depository institution for ‘07 & ‘08.
- Approved a resolution expressing support for further investigation into the possible use of other municipal incentives provided by Missouri Chapter 353 for the Olive Boulevard Transportation Development District (TDD).
- Approved a text amendment to the city’s zoning code regarding the permitting of cellular towers and other telecommunications facilities in all zoning districts.
- Had two readings of an ordinance amending the official zoning map to rezone about .83 acres from MX, Mixed Use District to GG, General Commercial for the property at 12520 Olive Boulevard.
- Approved city funding of \$2000 to decorate the Olive/270 bridge for the winter season.
- Had two readings of two ordinances amending the license agreements regarding transmission lines in the public right-of-way.

CreveCoeurVoter.com

Dr. Robert Hoffman- W-3

02/23/2011

My name is Bob Hoffman, candidate for Council Member Ward 3, running for the one year unexpired that I was appointed to last fall. Since being seated on the Council I have met many constituents of Ward 3 and the city in general. The major concern that I have encountered is zoning. The major issue that got me involved in city politics was the attempted rezoning of the Thompson Center. I learned much about the process and was involved in many meetings. While we were successful in the blocking of a large development proposed several years ago, I am sure the issue for the site will come forward again. I am strongly committed to continue the present -A-zoning for the site.

My priority for Ward 3 is to maintain the present zoning and development in accordance with our Comprehensive Plan. There are several parcels of land that may come before P&Z and City Council. I am a firm believer in the Comprehensive Plan. The feeling of many people that I have spoken to is that maintaining the residential quality of our neighborhoods is the highest priority.

Regarding our budget, I would like to see us explore more cooperative efforts similar to the dispatching services soon to go live with neighboring communities. I believe that this will be the best option going forward to save dollars. Regionalization will become necessary for the entire area to survive. I think it would be worthwhile for all departments to examine their options.

I believe that the framework to oversee our pension plan is already in place. As with any business entity, this plan needs to be reexamined with regularity, especially in light of our present economic environment.

At present I do not support any new tax revenues. I do believe that businesses and private citizens alike need to pay their fair share of fees and inspections. Increasing revenue was never the goal of red light cameras. The purpose of the cameras remains safety. The behavior changes that have occurred in regards to red light running are already apparent. We should continue to monitor the intersections and adjust the placement of cameras to decrease the number of crashes.

I voted against the recent proposals for two CIDs because I believe that citizens should have a direct voice in increasing taxes. **The present TDD needs a rapid exit strategy.** If additional funding cannot be obtained, we need to find a quick and effective way to end the TDD. I am greatly concerned that lighting has been removed along Olive. We should never sacrifice control of such matters to a TDD board without direct oversight. The resultant lack of lighting, proper medians and other beautification need to be addressed. I understand that the funding is lacking for such amenities, but alternative funding must be explored.

In regards to a downtown area, I believe we need to look at a central theme or idea to bring people to the area. It should be pedestrian friendly and have bike racks to minimize auto traffic.

Regarding *informal vetting*: There is a need to have preliminary discussions with developers in order to bring in the commerce necessary to maintain the high quality of service our residents demand. With that said, disclosure is a must even if it occurs in executive session. We have the means per our Charter to discuss delicate matters in private session and this is where it may belong. With the advent of electronic data, all of our records are public and accessible. It will be interesting to see how the public hearings work out at P&Z.

Politically, I did recuse myself at P&Z for the issue of the Ronald McDonald House. While I am not paid by St. John's Hospital, I am a practicing pediatrician and use St. John's as a major admission facility for my patients. In the future, I see no other conflicts on the horizon. I have not received any contributions from anyone who does business in the city. I do not oppose seeking such donations along with complete disclosure.

My contact information is: Hoddman@aol.com
Home phone: 314-576-4885

Thank you, Bob Hoffman Council Member Ward 3

<http://www.crevecoeurvoter.com/editorials.asp#93>

CreveCoeurVoter.com

You Paid For It- A Nice Road

11/22/2010

Following is a transcript of KTVI's November 21, 2010 9 PM news broadcast, featuring Eliot Davis.

There is commentary at the end. First the transcript:

Straight ahead on **You Paid For It**, a dream project in West County becomes a nightmare. Why an Olive Blvd. beautification may cost tax payers \$9 million for one mile of work.

A troubled West County beautification project with an ugly price tag for tax payers. We head to Creve Coeur to shine a bright light on this deal in tonight's **You Paid For It**.

This beautification project was supposed to transform this stretch of Olive Blvd. in Creve Coeur from just a dull, dry road to a shining example of tax dollars at work. Instead officials are stuck trying to regroup and figure out just which way to proceed on this beautification dream that's turned into a nightmare.

I talked to Creve Coeur Mayor Harold Dielmann. He also sits on the board in charge of the projects.

Elliott Davis: *What was the initial budget?*

Mayor Dielmann: *\$5 million*

Davis: *So what do you anticipate it's going to cost?*

Dielmann: *\$9 million*

Davis voice over: And how much beautification would you now get for that \$9 million?

Davis: *How many miles of this road are you improving?*

Dielmann: *Approximately a mile.*

Not only will this deal cost almost double what it was supposed to, it's several years behind schedule. And some of what was promised may not happen. A mile of Olive was supposed to be widened. That may not happen now. The median down the middle of the street is iffy.

Creve Coeur resident David Caldwell says you were supposed to have new lighting all along Olive along with the new sidewalks.

Caldwell: *They have tore down streetlights that they (don't) have not put in money in the project to replace the street lights.* (Editor- pardon my grammar- there's a reason I write this blog instead of speaking it.)

Davis voice over: Caldwell criticized the plan when it was first rolled off the City Hall drawing board saying it was ill-conceived, ill-planned, and under-funded.

Caldwell: *I don't think they engaged the proper amount of professional input.*

The project is funded through an Olive Transportation Development District or TDD. Sales taxes generated from businesses and customers in the area were put into a fund to pay for the beautification. Things went wrong from the get-go. They couldn't widen the street as planned.

That affected the new sidewalk. They found they couldn't bury the unsightly utility lines after all. And everything ended up costing more than the city thought.

Dielmann: *The whole project has changed totally since its begin and that's why it's behind schedule and over budget.*

Davis: *Somebody didn't do all their homework.*

Dielmann: *We did our homework, but when you change the rules it changes the project.*

Still the mayor is confident the city will eventually be finished with the project- with a lot more time and, of course, a lot more of your money.

Davis: *Right now you see it as a failure?*

Caldwell: *Yes, I see it as a failure.*

Davis: *You think overall this thing has been a good deal for tax payers?*

Dielmann: *Yes, they're going to have a nice road when it's all done.*

Davis: *How do you answer critics who say this project has been a disaster?*

Dielmann: *Well, it hasn't been a disaster ...*(cut off)

To have your say here's the person to call- Creve Coeur Mayor Harold Dielmann- 314-432-6000. Tell him what you think. After all, **You Paid For It.**

Commentary:

So much to say and so little time to say it- and then it gets edited. That's a fact, not a complaint. We thank Eliot Davis for covering this matter. He listened to both sides and did his homework. Mayor Dielmann and CCV have plenty of time and opportunity to make their case without being on TV. Mayor Dielmann would like to explain in detail the problems caused by MoDOT and the delays caused by the I-64 shutdown, among other things. And we would have liked to have heard the completion of his explanation why the project was not a disaster, which was cut off in mid-sentence. Probably he would point out a few things which did get done. CCV would like to talk more about the sidewalk to nowhere and the high overhead cost of doing anything via a TDD. Some would like to talk about the timeline and all the political misdeeds of the project, such as the eminent domain threats and anonymous mailers which disrupted the city for months.

Creve Coeur residents deserve complete transparency on the Olive TDD now, as the city officials who sit on the TDD board recently pushed through yet another plan to downsize the project and keep spending money. There is approximately \$2 million of the original \$5 million which has not been spent. Ward 4 Council Members Laura Bryant and Jeanne Rhoades wrote in the November Creve Coeur Newsletter, *Given these recently acknowledged problems, along with the lack of funding and necessary right-of-way, it may be high time to seriously consider an exit strategy for the Olive Blvd. TDD, and look for a way to best utilize the remaining funds, pay off all bonds and then shut it down.* CCV agrees. If \$3 million has been spent, and spending another \$2 million is just a step along the way to spending \$9 million- and we will bet anything that it will go higher- is that what Creve Coeur residents want to do to get, as Mayor Dielmann says, *a nice road when it is all done?*



Ward IV Council Corner

Laura Bryant & Jeanne Rhoades



In this column, we discuss significant issues that impact our Ward 4 neighbors as well as residents in the other three wards. This is one of the most important functions of the monthly “Council Corner,” because it enables Council Members to publicly document certain topics – like those below – that deserve greater scrutiny.

Civics 101

Under the First Amendment, U.S. citizens are empowered to “petition the Government for a redress of grievances.” So it was certainly shocking when, almost nine years ago, a former Creve Coeur Mayor and Councilwoman simultaneously sued a Ward 4 resident for submitting a petition – with 23 other signatures – that merely asked our city government to apply consistent conflict-of-interest standards to all city officials.

Although the two baseless suits eventually were thrown out of court, we are recalling those events not only because history teaches the best lessons about government, but because the petitioning process recently became controversial again in Creve Coeur. Ward 3 resident Charlotte D’Alfonso submitted more than 450 signatures to document extensive grassroots support and request that the Mayor appoint her to fill David Kassander’s empty Council seat. The number of signatures her supporters collected actually exceeded what most Council Members receive during typical municipal elections.

Unfortunately, the power of the petitioning process was diminished when Mayor Dielmann ignored this unprecedented effort and instead appointed another resident. Although we both voted no, the Mayor’s appointment was approved by four Council Members, three of whom also serve on the Olive Blvd. Transportation Development District (TDD) board.

Just as troubling were a Council/TDD Board Member’s public comments, on the record, that the Ward 3 citizen petition somehow represented a “perversion” of the appointment process. On the contrary, we applaud those hundreds of Ward 3 residents for their active involvement in the political process, because we both strongly believe that the right of the people to select their own representative is the single most fundamental tenet of any democracy.

Further, we believe it is again time to state the obvious: that petitioning the Creve Coeur government is a constitutional right

and a responsible way to communicate citizen concerns, whether the issue is inconsistent application of the ethics code, eminent domain or even the Mayor’s appointments.

Exit Strategy?

Meanwhile, we remain as concerned as ever about the grossly over-budget and behind-schedule Olive Blvd. TDD – especially since three Council Members and our Mayor sit on the seven-member board and control the majority vote. What is currently alarming is that the TDD is now asking city staff to provide free or subsidized project management services (courtesy of Creve Coeur taxpayers). Aside from this request for yet another bailout, we are very worried by the precedent such an arrangement might represent.

Given these recently acknowledged problems, along with lack of funding and necessary right-of-way, it may be high time to seriously consider an “exit strategy” for the Olive Blvd. TDD, and look for a ways to best utilize remaining funds, pay off all bonds and then shut it down. It is possible that such action might open up new opportunities for grants and other funding mechanisms for future Olive Blvd. improvements – possibly including some of the lighting, landscaping and other streetscape “beautification” enhancements the TDD originally promised.

This is why we both have now directly approached MoDOT (Missouri Department of Transportation), asking if any of the TDD’s construction plans can be re-prioritized to preserve some existing pedestrian access and ensure road and intersection improvements that suit the interests of our City overall – not just the “vision” of one individual.

Due Diligence

A Ward 4 resident recently sent a letter to subdivision trustees about the proposed sales tax increase. Regardless of whether or not we agree with all of his comments, we do value his opinion, respect his efforts and, most importantly, acknowledge his fundamental point – when the City asks for a tax increase, it is appropriate for taxpayers to demand greater scrutiny.

As always, we urge all citizens to conduct their own due diligence, including reading the city newsletter and web site, local newspapers and the CreveCoeurVoter.com blog.

Council Activity

City Council activity on September 27 and October 11 included the following:

- Approved Ordinance 5154 ordering the levy and establishment of the rates of annual taxes for 2010.
- Adopted Resolution 931 entering an agreement with Adler Custom Signworks to construct a sign for LaVerne Collins Park.
- Adopted Resolution 932 entering an agreement with Horner & Shifrin for engineering design services related to the Emerson Road Concept Plan.
- Approved Ordinance 5155 to change the name of Cardinal Ritter Drive to Ronald McDonald House Lane.
- Approved Ordinance 5456 executing a co-operation agreement with St. Louis County regarding emergency communications system.
- Adopted Resolution 933 authorizing the purchase of seven police vehicles.
- Approved Ordinance 5157 authorizing the issuance of a conditional use permit for a Jimmy John’s Gourmet Sandwiches restaurant at 11429 Olive Blvd.

2/27/95

Copy to Dick
& Stan

RESOLUTION NO. 439

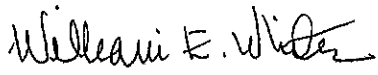
A RESOLUTION TO ESTABLISH AND ADOPT A STREET
LIGHTING POLICY FOR THE CITY OF CREVE COEUR.

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE
COEUR, MISSOURI THAT:**

**SECTION 1. THE ATTACHED "CITY OF CREVE COEUR-POLICY ON STREET
LIGHT INSTALLATION" IS HEREBY ADOPTED AS OFFICIAL POLICY OF THE CITY
OF CREVE COEUR AND IS HEREBY INCORPORATED AS PART OF THIS
RESOLUTION AS IF FULLY SET OUT HEREIN.**

**SECTION 2. BE IT FURTHER RESOLVED THAT THIS RESOLUTION SHALL
TAKE EFFECT IMMEDIATELY UPON ITS ADOPTION.**

APPROVED THIS 13 DAY OF February, 1995



WILLIAM E. WINTER, MAYOR

ATTEST:



LAVERNE COLLINS, CMC
CITY CLERK

CITY OF CREVE COEUR

POLICY ON STREET LIGHT INSTALLATION

NEW SUBDIVISION (IN EXCESS OF 5 LOTS)

- DEVELOPER IS REQUIRED TO INSTALL STREET LIGHTS AT STANDARD INTERVAL SPACING OF 300 FEET---CITY WILL NOT ISSUE ANY CERTIFICATES OF OCCUPANCY FOR ANY LOT IN THE SUBDIVISION UNTIL THE REQUIRED STREET LIGHTS ARE INSTALLED (WILL REQUIRE AMENDMENT TO CITY SUBDIVISION REGULATIONS)
- LOCATION OF STREET LIGHTS TO BE SHOWN ON DETAILED DEVELOPMENT PLANS FOR THE DEVELOPMENT SUBMITTED WITH FINAL SUBDIVISION PLAT FOR APPROVAL BY PLANNING & ZONING COMMISSION, LOCATION OF STREET LIGHTS IS SUBJECT TO MODIFICATION BY THE PZC
- DEVELOPER IS RESPONSIBLE FOR ALL INSTALLATION COSTS (OVERHEAD OR UNDERGROUND.) CITY WILL REQUIRE THAT DEVELOPER POST AN ESCROW EQUAL TO THE PROJECTED INSTALLATION COSTS FOR STREET LIGHTS PRIOR TO CONSTRUCTION. (ESTIMATE OF INSTALLATION COSTS FROM UNION ELECTRIC CO. TO BE POSTED WITH ESCROW.) ESCROW WILL BE RELEASED WHEN REQUIRED STREET LIGHTS ARE INSTALLED.
- DEVELOPER AND/OR SUBDIVISION TRUSTEES¹ TO BE RESPONSIBLE FOR ONGOING MAINTENANCE COSTS FOR STREET LIGHTS UP TO THE POINT WHERE THE CITY COUNCIL FORMALLY ADOPTS A RESOLUTION ACCEPTING DEDICATION OF STREETS AND OTHER PUBLIC IMPROVEMENTS IN THE SUBDIVISION FOR PUBLIC MAINTENANCE.
- CITY WILL ACCEPT RESPONSIBILITY FOR ONGOING POWER AND MAINTENANCE COSTS FOR STREET LIGHTS ON PUBLIC STREETS AFTER PUBLIC ACCEPTANCE. CITY WILL BE RESPONSIBLE FOR MAKING NECESSARY BILLING ARRANGEMENTS WITH UNION ELECTRIC CO.
- CITY WILL NOT ACCEPT ANY RESPONSIBILITY FOR INSTALLATION OR MAINTENANCE OF STREET LIGHTS UNLESS AND UNTIL THE APPLICABLE STREETS HAVE BEEN DEDICATED FOR PUBLIC USE OR MAINTENANCE

1.

- SHOULD THE SUBDIVISION DEVELOPER REFUSE TO INSTALL STREET LIGHTS WHEN THE SUBDIVISION IS DEVELOPED INITIALLY, A PROVISION WILL BE INCLUDED IN THE SUBDIVISION TRUST INDENTURES STATING THAT THE STREET LIGHTING REQUIREMENT HAS BEEN WAIVED BY THE PROPERTY OWNERS IN THE SUBDIVISION AND THAT THE CITY OF CREVE COEUR IS UNDER NO OBLIGATION OR RESPONSIBILITY TO INSTALL OR MAINTAIN STREET LIGHTS IN THE SUBDIVISION IN THE FUTURE.

EXISTING SUBDIVISION (IN EXCESS OF 5 LOTS) OVERHEAD SERVICE

- STREETS MUST HAVE BEEN DEDICATED AND ACCEPTED FOR PUBLIC MAINTENANCE BEFORE THE CITY CAN RESPOND TO A REQUEST FOR STREET LIGHT INSTALLATION
- STREET LIGHT INSTALLATION REQUEST IS INITIATED BY A FORMAL WRITTEN REQUEST BY APPLICABLE SUBDIVISION TRUSTEES (ON A FORM TO BE SUPPLIED BY THE CITY) ACCOMPANIED BY A PETITION EXECUTED BY AT LEAST SEVENTY FIVE PERCENT (75%) OF ALL PROPERTY OWNERS IN THE SUBDIVISION
- THE FORMAL WRITTEN REQUEST MAY SPECIFY RECOMMENDED LOCATIONS FOR STREET LIGHTS WITHIN THE SUBDIVISION. THE CITY RETAINS THE RIGHT TO MODIFY RECOMMENDED LOCATIONS.
- THE CITY PUBLIC WORKS DEPARTMENT SHALL REVIEW THE SUFFICIENCY OF THE REQUEST AND THE PETITION AND WILL WORK WITH UNION ELECTRIC COMPANY TO DETERMINE APPROPRIATE STREET LIGHTING METHODOLOGY AND LOCATIONS, UTILIZING AN INTERVAL SPACING OF ONE STREET LIGHT EVERY 300 FEET AS A GENERAL GUIDELINE. THE PUBLIC WORKS DEPARTMENT WILL CONSULT WITH THE POLICE DEPARTMENT REGARDING SECURITY AND CRIME PREVENTION CONSIDERATIONS. THE PUBLIC WORKS DEPARTMENT SHALL DETERMINE PROJECTED MONTHLY AND ANNUAL MAINTENANCE AND POWER COSTS AS WELL AS ANY APPLICABLE INSTALLATION COSTS.

- BASED ON ITS INVESTIGATION, THE PUBLIC WORKS DEPARTMENT SHALL PREPARE A RECOMMENDATION REGARDING STREET LIGHT INSTALLATION, IN RESPONSE TO THE SUBDIVISION'S PETITION, FOR CITY COUNCIL CONSIDERATION.
- NO STREET LIGHT SHALL BE INSTALLED ON PUBLICLY ACCEPTED SUBDIVISION STREETS WITHOUT SPECIFIC AUTHORIZATION FROM THE CITY COUNCIL.
- AFTER APPROVAL OF A STREET LIGHT(S) INSTALLATION BY CITY COUNCIL, THE CITY ADMINISTRATOR SHALL AUTHORIZE UNION ELECTRIC COMPANY TO INSTALL STREET LIGHTS WITH THE CITY TO BE RESPONSIBLE FOR ONGOING MAINTENANCE AND POWER COSTS.
- THE POLICY OF THE CITY IS TO INSTALL STREET LIGHTS IN EXISTING SUBDIVISIONS AT A MINIMUM INTERVAL OF 300 FEET AND TO INSTALL STANDARD OVERHEAD FIXTURES AS PRESCRIBED BY UNION ELECTRIC CO. SHOULD THE RESIDENTS OF A SUBDIVISION DESIRE INSTALLATION AT AN INTERVAL BELOW 300 FEET OR SPECIAL, NON-STANDARD, OR ORNAMENTAL-TYPE FIXTURE (S); THE SUBDIVISION TRUSTEES SHALL BE RESPONSIBLE FOR ANY DIFFERENTIAL COSTS FOR SUCH INSTALLATION AND ONGOING MAINTENANCE OVER AND ABOVE THE CITY STANDARD.

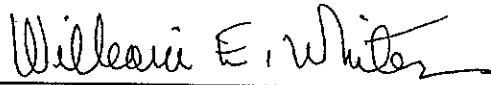
EXISTING SUBDIVISION (IN EXCESS OF 5 LOTS) UNDERGROUND SERVICE

- IN GENERAL, THE CITY'S EXPERIENCE HAS BEEN THAT THE COST OF REMEDIAL INSTALLATION OF STREET LIGHTS IN AN EXISTING SUBDIVISION WITH UNDERGROUND ELECTRIC SERVICE IS SIGNIFICANTLY HIGHER THAN INSTALLATIONS INVOLVING OVERHEAD SERVICE. ACCORDINGLY, IT IS THE POLICY OF THE CITY THAT THE ADDITIONAL COSTS FOR UNDERGROUND STREET LIGHT INSTALLATION SHOULD BE BORNE BY THE RESIDENTS OF THE AFFECTED SUBDIVISION, AS DIRECT BENEFICIARIES OF THE INSTALLATION, INSTEAD OF THE CITY AS A WHOLE.
- THE PROCESS FOR AUTHORIZATION OF STREET LIGHT INSTALLATION IN SUBDIVISIONS WITH UNDERGROUND ELECTRIC SERVICE SHALL BE

SUBSTANTIALLY THE SAME AS THE PROCESS OUTLINED FOR SUBDIVISIONS WITH OVERHEAD SERVICE. HOWEVER, THE RECOMMENDATION FOR STREET LIGHT INSTALLATION FROM THE PUBLIC WORKS DEPARTMENT TO THE CITY COUNCIL MUST BE ACCOMPANIED BY A NOTARIZED STATEMENT FROM THE APPLICABLE SUBDIVISION TRUSTEES STATING THAT THE SUBDIVISION ITSELF WILL BE RESPONSIBLE FOR PAYMENT OF ANY COSTS OF STREET LIGHT INSTALLATION GREATER THAN THOSE THAT WOULD BE REQUIRED FOR STANDARD OVERHEAD INSTALLATION (DIFFERENTIAL HIGHER COSTS.) SAID DIFFERENTIAL COSTS SHALL BE DETERMINED BY THE PUBLIC WORKS DEPARTMENT IN COOPERATION WITH UNION ELECTRIC COMPANY.

- SUBDIVISION TRUSTEES SHALL BE RESPONSIBLE FOR DIRECT PAYMENT OF ANY DIFFERENTIAL COSTS FOR INSTALLATION TO UNION ELECTRIC COMPANY.
- AFTER PAYMENT OF ALL REQUIRED INSTALLATION COSTS BY THE SUBDIVISION AND INSTALLATION OF THE STREET LIGHTS, THE CITY SHALL ASSUME RESPONSIBILITY FOR PAYMENT OF ONGOING MAINTENANCE AND POWER COSTS FOR THE STREET LIGHTS.
- SHOULD THE RESIDENTS OF AN EXISTING SUBDIVISION WITH UNDERGROUND ELECTRICAL SERVICE DESIRE INSTALLATION OF STREET LIGHTS AT AN INTERVAL SPACING OF LESS THAN 300 FEET OR INSTALLATION OF SPECIAL, NON-STANDARD, OR ORNAMENTAL-TYPE POLES AND/OR FIXTURES OTHER THAN THE STANDARD INSTALLATION PRESCRIBED BY UNION ELECTRIC CO.; THE TRUSTEES OF THE SUBDIVISION SHALL BE RESPONSIBLE FOR ANY DIFFERENTIAL COSTS FOR INSTALLATION AND ONGOING MAINTENANCE RESULTING FROM THE VARIANCE FROM THE CITY AND UNION ELECTRIC STANDARD.

ADOPTED BY CITY COUNCIL ON February 13, 1995.



WILLIAM E. WINTER, MAYOR

ATTEST:



LAVERNE COLLINS, CMC
CITY CLERK



MEMORANDUM

DATE: March 7, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Court Receipts Collected by the Finance Department

As you are aware, the Finance Department has been reviewing a possible change in procedures whereby the Court receipts would be collected by the Finance Department. All mail, walk in, and court night payments would be collected by the Finance Department. This would greatly improve internal control in the Court due to an absolute segregation of duties between Court receipt collection and posting of Court transactions.

As you are aware, Finance staff has indentified the Court area as its highest area of concern for internal control due to the transactions that occur. In addition, recent events in other cities have focused on problems with Court collections. The City's auditors and Finance committee have recommended this change in an effort to substantially improve internal control.

As with any improvement, there is a cost both in dollars and in convenience to the court customers. Since the Court is located downstairs, walk in customers may need to visit the Court before payments are accepted at the Finance window. Since the Court is located on a separate floor, this will require additional time and effort by Court customers.

In addition, there will be a monetary cost in implementing this procedural change. This cost would include a one-time expense for equipment and alterations to the existing finance counter, and ongoing cost for personnel and other operational items. These are estimated at the following:

- | | |
|--|----------|
| 1. Equipment and construction costs (one time) | \$ 5,350 |
| 2. Ongoing operational costs (annual) | \$27,000 |

(This includes part time finance personal for 30 hours per week and overtime for court night collections.)

For your information, I have attached a detailed listing of expenses involved with this project.

Internal control is always based on an assessment of risk of the loss of assets versus the cost of internal control. Although we believe, our current internal control within the court is good, and that we have an excellent staff, absolute segregation of the collection and record keeping functions would be a substantial improvement. Although an annual cost of \$27,000 may seem high, it is a relatively small price if we are able to prevent a loss in our municipal court operations where we collect fines totaling \$1.8 million annually.

I have consulted with the Court staff and they are supportive of this change to our operations. Their interest has always been for the Court operate in the most efficient and productive manner.

I would be pleased to respond to any questions.

Court Receipts Collection	
Equipment Cost	
Item	Cost
Court Counter and Window	\$2,000.00
PC- one available	\$0.00
Printer-one available	\$0.00
Cash Drawer	\$200.00
Credit Card Machine	\$175.00
Counter Chair	\$300.00
Calculator	\$100.00
Lobby Stanchions	\$300.00
Credit Card Phone Line-installed	\$1,344.00
Locked Drop Box(Court)	\$250.00
Panic Buttons	\$500.00
Keyboard Tray	\$175.00
Total Equipment Cost	\$5,344.00
Personnel Cost	
Salary 30 Hours Per Week	\$20,000.00
FICA	\$1,240.00
Medicare	\$290.00
Work Comp	\$57.00
Total Personnel Cost	\$21,587.00
Overtime Cost	
Overtime	\$ 4,000.00
FICA and Medicare	\$ 306.00
Total Overtime Cost	\$ 4,306.00
Annual Telephone Cost	
2 Lines at \$40.00 Per Month	\$ 960.00
Grand Total	\$32,197.00