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**AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, August 08, 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

FUTURE PUBLIC HEARINGS

Public Hearing - Thursday, September 8, 2011 (tentative) - 7:00 p.m. - Establish 2011 Real Estate Tax Rate

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5321 - An Ordinance Establishing Ward Boundaries Of The City Of Creve Coeur By Ratifying Existing Ward Boundaries As Established By Ordinance Number 2149. Final Reading**

Summary: The City Charter requires that ward boundaries be established following every 10-year census conducted by the U.S. Government.

- b. Bill No. 5322 - 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 The Installation, Maintenance, And Ownership Of The APS Pedestrian Signals To Be Installed At The Olive Boulevard (State 340) And West Oak Intersection. Final Reading**

Summary: Under the proposed agreement, the City will supply the audio pedestrian signal equipment and MoDOT crews will install and maintain the equipment at the Olive/West Oak intersection.



CITY OF CREVE COEUR – AMENDED AGENDA
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2. CONSENT AGENDA

a. Council Minutes dated July 11, 2011

b. Acceptance of Donation from St. John's for Flicks on the Fairway

Summary: Gold Sponsorship (\$1000) to offset cost of movie rental and projection equipment for free community event, Flicks on the Fairway, on Saturday, September 24, 2011.

c. Bill No. 5321 - An Ordinance Establishing Ward Boundaries Of The City Of Creve Coeur By Ratifying Existing Ward Boundaries As Established By Ordinance Number 2149. Final Passage

Summary: The City Charter requires that ward boundaries be established following every 10-year census conducted by the U.S. Government.

d. Bill No. 5322 - 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 The Installation, Maintenance, And Ownership Of The APS Pedestrian Signals To Be Installed At The Olive Boulevard (State 340) And West Oak Intersection. Final Passage

Summary: Under the proposed agreement, the City will supply the audio pedestrian signal equipment and MoDOT crews will install and maintain the equipment at the Olive/West Oak intersection.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated August 8, 2011 in the amount of \$416,820.56 has been provided for Council Review. No vote is required.

UNFINISHED BUSINESS

3. Bill No. 5319 - An Ordinance Repealing Ordinance Number 4085 And Authorizing The Issuance Of A New Conditional Use Permit For Granite City Food And Brewery Restaurant Located At 11411 Olive Boulevard. Final Reading and Passage

Summary: An application was submitted by Mr. Nick Fox of Fox Consulting, Inc., on behalf of Granite City Food and Brewery, to amend Ordinance #4085 to allow the expansion of the bar and installation of an outdoor patio at the existing restaurant at 11411 Olive Boulevard. Under Section 405.360(C), all eating and drinking places in the "CB", Commercial zoning district require the issuance of a



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conditional use permit as provided in Section 405.1070, Conditional Use Permits. Planning and Zoning Commission recommended approval at its July 5, 2011 meeting.

4. Bill No. 5323 - An Ordinance Amending Sections 215.080 To 215.120 Of The Creve Coeur Municipal Code Regarding Restrictions On Smoking In Public Places And Places Of Employment. Final Reading and Passage

Summary: The proposed ordinance will permit smoking shelters under certain conditions. Smoking shelters are not currently allowed under Ordinance No. 5158 prohibiting smoking in public places. Council deferred the motion made at the July 11, 2011 meeting to amend Bill No. 5323 to add language before the final reading to exclude locations where food or beverage is served.

NEW BUSINESS

5. Bill No. 5324 - An Ordinance Creating The Creve Coeur Arts Commission, Prescribing The Number And Qualifications Of Its Members And Defining Their Duties. First Reading

Summary: On August 24, 2009 the City of Creve Coeur established the Public Art Task Force (Resolution No. 881) to define public art in Creve Coeur, identify existing public art, seek the level of public interest, research funding opportunities to administer a Public Art Program, and develop a Public Art Master Plan for the City of Creve Coeur. The Members of the Public Art Task Force presented their findings and a draft Public Art Master Plan during a work session before the City Council on June 27, 2011. The draft Public Art Master Plan recommends that the City of Creve Coeur establish an Arts Commission to adopt the final Public Arts Master Plan, update it as may be needed from time to time, and implement the policies and manage the goals and objectives of the Public Art Master Plan.

6. Bill No. 5325 - An Ordinance Amending The City's Property Maintenance Code To Provide For Notification To The City By Ameren Missouri Company When There Is A Successor Of Existing Utility Service. First Reading

Summary: This type of notification will assist the building division with ensuring that apartment dwelling units are inspected and issued certificates of occupancy prior to being re-occupied as required by Section 113.1 of the Property Maintenance Code.

7. Bill No. 5326 - An Ordinance Amending The Official Zoning Map Of The City Of Creve Coeur To Rezone Five Acres Of Land From "AR", Attached Single-Family Residential District To "GC", General Commercial, And 4.28 Acres Of Land From "AR" Attached Single-Family Residential District To "D" Single-



CITY OF CREVE COEUR – AMENDED AGENDA
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Family Residential District, Together With A Site Concept Plan For The Property Addressed As 13150 Olive Boulevard. First Reading

Summary: An application was made by George Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Orson Properties LLC, to subdivide and rezone 5 acres of the property at 13150 Olive Boulevard from “AR” Attached Single-Family Residential to “GC” General Commercial and rezone the remaining 4.28 acres from “AR” Attached Single-Family Residential to “D” Single-Family Residential. In accordance with Section 405.1080 of the Zoning Ordinance, the applicant has submitted a site concept plan for the subject property, addressed as 13150 Olive Boulevard, to the Division of Planning.

8. Bill No. 5327 - An Ordinance Adjusting The Municipal Boundary At The Property Known And Numbered As 13150 Olive Boulevard. First Reading

Summary: Orson Properties, LLC is the owner of property known and numbered as 13150 Olive Boulevard, which is at least largely within the City of Creve Coeur and located at the boundary between Creve Coeur and the City of Chesterfield. Orson Properties, LLC has submitted a rezoning application regarding the property and in connection therewith has requested that the municipal boundary be adjusted as may be necessary so that the entire property lies within the City of Creve Coeur. Please refer to the staff reports for the rezoning of 13150 Olive Boulevard for further information.

9. Bill No. 5328 - An Ordinance Authorizing The City Administrator To Execute An Agreement With The Missouri Highway And Transportation Commission Regarding Installation Of Automated Traffic Signal Enforcement Equipment. First Reading

Summary: The City has determined it would improve public safety and welfare and otherwise serve the public interest for the City to enter into an agreement with the Missouri Highway and Transportation Commission regarding the installation of automated traffic signal enforcement equipment.

10. Bill No. 5329 - An Ordinance Amending Chapter 210 Article X Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Sexual Offenses. First Reading

Summary: Updating Chapter 210 regarding Sexual Offenses to be consistent with the state statute as well as addressing court opinions prohibiting retroactive imposition of additional penalties for such conduct.



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- 11. Bill No. 5330 - An Ordinance Amending Chapter 210 Article VI Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Weapons And Firearms Offenses. First Reading**
Summary: Updating Chapter 210; changes in order to be compliant with House Bill 294 regarding weapons and firearms offenses.
- 12. Bill No. 5331 - An Ordinance Amending Chapter 340 Of The Code Of Ordinances Of The City Of Creve Coeur, Regarding Traffic Regulations. First Reading**
Summary: Updating the traffic code in reference to the traffic regulations. This ordinance would bring us in compliance with changes in the state statute.
- 13. Bill No. 5332 - An Ordinance Adopting The New Electrical, Plumbing And Mechanical Codes Of St. Louis County As The Electrical, Plumbing And Mechanical Codes Of The City Of Creve Coeur. First Reading**
Summary: The city contracts with St. Louis County Department of Public Works to issue electrical, plumbing and mechanical permits and make those subsequent inspections when this type of work is done within the City of Creve Coeur. In order for them to continue to fulfill their contractual obligations to the city, the city needs to adopt the same electrical, plumbing and mechanical codes as St. Louis County.
- 14. Bill No. 5333 - An Ordinance Authorizing The Installation Of One Fire Hydrant For The Ladue Court Subdivision Development Located North And West Of The Intersection Of Lindbergh Boulevard And Ladue Road. First Reading**
Summary: Cross Homes is beginning construction of new houses in the Ladue Court subdivision and requires the installation of a new fire hydrant to be installed per the franchise contract with Missouri American Water Company, Ordinance No.165.
- 15. Resolution No. 974 - A Resolution Authorizing The City Administrator Of The City Of Creve Coeur To Enter Into A Retainer Agreement With Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr. And Howard Paperner As Special Counsel In Connection With Claims Against Union Electric Company D/B/A Ameren Ue And/Or Ameren Missouri.**
Summary: The proposed resolution will authorize a retainer agreement whereby the City of Creve Coeur will participate in litigation regarding claims involving Union Electric Company d/b/a AmerenUE and/or Ameren Missouri, for compliance with business license, utility, and occupational tax ordinances, franchise



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agreements, street lighting agreements, utility tariffs, and similar ordinances, agreements and tariffs.

16. Resolution No. 975 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract Increase Of \$151,834.15 With Ford Asphalt Company, Inc. For The 2011 Asphalt Pavement Resurfacing Project.

Summary: City staff proposes to restructure the proposed asphalt program to expand the scope of the asphalt resurfacing to be completed in 2011. The increased scope of work for the 2011 Asphalt Pavement Resurfacing Project is proposed so to capitalize on low prices bid for this work.

17. Resolution No. 976 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract Increase Of \$97,936.25 With M&H Concrete Contractors, Inc. For The 2011 Concrete Pavement Replacement Project.

Summary: City staff proposes to increase the scope of work for the 2011 Concrete Pavement Replacement Project to accommodate the proposal for additional asphalt work and to complete needed curbing and sidewalk replacement throughout Creve Coeur.

18. Resolution No. 977 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With Rosch Company, LLC, For The Replacement Of Retaining Walls At Conway Park For The Sum Of \$44,699.51.

Summary: The replacement of four retaining walls at Conway Park was advertised for competitive bids. These bids have been reviewed, and City staff recommends award of the contract for these services to Rosch Company, LLC. 90% of the cost of this project will be reimbursed through the Municipal Parks Grant awarded to the City for improvements to Conway Park.

BUSINESS FROM THE MAYOR and CITY COUNCIL

19. Interview Process For Citizens Interested In Positions On Certain Boards And Commissions

Summary: This Resolution was requested by Ward III Council Members to establish a policy to interview those citizens interested in serving on the P & Z Commission, Board of Adjustment, Finance Committee and Employee Pension Board of Trustees.



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BUSINESS FROM CITY ADMINISTRATOR

20. Fourth Quarter FY 2011 Financial Analyses

Summary: Fourth Quarter FY 2011 Financial Analyses

21. First Council Meeting in September

Summary: The first Council meeting in September conflicts with the annual Missouri Municipal League Conference. Therefore, it is proposed that the first meeting in September be held on Thursday, September 8.

22. Transportation Development District Updates

Summary: Staff will provide updates on the Graeser and Olive TDDs.

23. Chicken and Pig Restrictions

Summary: The City has received requests from residents to permit chickens and pot-bellied pigs within City limits.

24. 2011 Citizen Survey

Summary: Staff is beginning to prepare for the triennial citizen survey, to be conducted this fall.

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 8/8/2011 10:00 A.M.

Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, July 11, 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 Mayor Dielmann at the Creve Coeur Government Center, 300 North New Ballas Road on Monday, July 11, 2011.

PLEDGE OF ALLEGIANCE

Mayor Dielmann led the Pledge of Allegiance.

INVOCATION

Mayor Dielmann said the invocation.

ROLL CALL

The following members were in attendance:

Mr. Kreuter	Council Member Ward I
Mrs. Kistner	Council Member Ward I
Mr. Wang	Council Member Ward II
Mrs. Nealey	Council Member Ward II
Mr. Hoffman	Council Member Ward III
Mrs. Rhoades	Council Member Ward IV

* - Council Members D'Alfonso and Saunders were absent.

COMMENTS FROM THE GENERAL PUBLIC

Lynn Berry resident of Graeser Road stated that committee candidate resumes were not posted on the website.

Robert Kent resident of 12084 Fern Trails read and presented a statement for the record. (Exhibit A) regarding Holy Cross church.

Mel Klearman resident of 764 Bergurac Drive and Advisory Director of the Olive Blvd TDD stated he has some information and is concerned about the TDD and is looking for instruction from Council.

Mark Perkins stated he will review Mr. Klearman's information and discuss with him.

ACCEPTANCE OF AGENDA

Council Member Kistner moved, seconded by Council Member Hoffman to accept the agenda as presented.

Council Member Rhoades requested the addition of Item 12A – Auto Reply to Mayor and Council e-mail under Business from Mayor and City Council.



CITY OF CREVE COEUR – MINUTES
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Council Member Kistner moved, seconded by Council Member Hoffman to accept the agenda as amended, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Nealey – Aye
Council Member Hoffman – Aye
Council Member Kistner – 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

The regularly scheduled Council meeting for July 25, 2011 has been cancelled.

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5317 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri To Name A Street Which Runs North And South Between The Olive Boulevard/West Oak Traffic Signal And Office Parkway, "Office Parkway North". Final Reading**

City Clerk read Bill No. 5317 for the final time.

2. CONSENT AGENDA

Council Member Kistner moved, seconded by Council Member Rhoades to approve the consent agenda as presented.

- a. Council Minutes dated June 27, 2011**

- b. Bill No. 5317 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri To Name A Street Which Runs North And South Between The Olive Boulevard/West Oak Traffic Signal And Office Parkway, "Office Parkway North". Final Passage**

Mayor Dielmann called for the vote to approve the consent agenda as presented, with the vote upon such motion being as follows, to-wit:

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



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Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5317 becomes Ordinance No. 5201.

BILLS PAYABLE REPORT

For Information only

Summary: A report of bills payable dated July 6, 2011 in the amount of \$583,493.62 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

3. Bill No. 5315 - An Ordinance Approving A New Conditional Use Permit For An Automated Teller Machine Pursuant To Section 405.360(C) Of The City Of Creve Coeur's Code Of Ordinances For The First Community Credit Union Located Within The "GC" General Commercial Zoning District At 10950 Olive Boulevard. Final Reading and Passage

City Clerk read Bill No. 5315 for the final time. Mr. Langdon reported that the applicant was not willing to add more landscaping per the discussion at the last meeting.

Council Member Wang moved, seconded by Council Member Kreuter to approve Bill No. 5315.

David Caldwell resident of 257 Brooktrail Court stated he supports this application.

Mayor then called for the vote to approve Bill No. 5315, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Nealey – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5315 becomes Ordinance No. 5202.

4. Bill No. 5318 - An Ordinance Amending And Restating The Provisions Of The Defined Benefit Retirement Plan For Employees Of The City Of Creve Coeur, Including By Adding The Requirement Of Employee Contributions. Final Reading and Passage



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City Clerk read Bill No. 5318 for the final time.

Council Member Kreuter moved, seconded by Council Member Wang to approve bill No. 5318, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5318 becomes Ordinance No. 5203.

NEW BUSINESS

5. Bill No. 5319 - An Ordinance Repealing Ordinance Number 4085 And Authorizing The Issuance Of A New Conditional Use Permit For Granite City Food And Brewery Restaurant Located At 11411 Olive Boulevard. First Reading

City Clerk read Bill No. 5319 for the first time.

Whitney Kelly, City Planner made a presentation regarding this application.

6. Bill No. 5320 - An Ordinance Approving A Final Subdivision Plat (Plat 4) For Lots 1, 2, 3 And 4 In The Enclave Bellerive Subdivision, And A Final Subdivision Plat (Plat 5) For Lots 34 And 36 In The Enclave Bellerive Subdivision, City Of Creve Coeur, St. Louis County, Missouri And Containing And Emergency Clause. First Reading

City Clerk read Bill No. 5320 for the first time.

Paul Langdon, Community Development Director made a presentation regarding this application and the change in the set back distance and reasoning for the emergency clause for both readings.

Greg Vatterott, applicant stated he is uncertain why there was a change in the set back distances.

Council Member Rhoades stated she appreciated staff raising this issue to Council so they are aware.

Council Member Rhoades moved, seconded by Council Member Kistner to approve the second reading of Bill No. 5320, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye



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Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

City Clerk read Bill No. 5320 for the second time.

Council Member Wang moved, seconded by Council Member Kistner to approve Bill No. 5320 as presented, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Nealey – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5320 becomes Ordinance No. 5204.

7. Bill No. 5321 - An Ordinance Establishing Ward Boundaries Of The City Of Creve Coeur By Ratifying Existing Ward Boundaries As Established By Ordinance Number 2149. First Reading

City Clerk read Bill No. 5321 for the first time.

8. Bill No. 5322 - 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 The Installation, Maintenance, And Ownership Of The APS Pedestrian Signals To Be Installed At The Olive Boulevard (State 340) And West Oak Intersection. First Reading

City Clerk read Bill No. 5322 for the first time.

9. Bill No. 5323 - An Ordinance Amending Sections 215.080 To 215.120 Of The Creve Coeur Municipal Code Regarding Restrictions On Smoking In Public Places And Places Of Employment. First Reading

City Clerk read Bill No. 5323 for the first time.

Paul Langdon discussed possible issues with smoking shelters located at restaurants/bars.



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Council Member Kistner moved, seconded by Council Member Nealey that language be added before the second reading to exclude locations where food or beverage is served.

Council Member Rhoades asked for clarification from Council Members of why shelters should be excluded for restaurants.

Council Member Kistner stated she can see situations where the smoking shelter would become an extension of the bar. The opportunity for patrons to serve themselves and create a defacto outdoor bar would have a negative effect on surrounding areas.

Council Member Rhoades stated so the position is that customers would loiter there with their food or drink.

Council Member Hoffman stated he would like to go on record as being opposed to all smoking shelters and this is contrary to the whole smoking ordinance.

Council Member Rhoades stated she can see the points and isn't going to necessarily going to oppose the motion. She doesn't like smoking and she doesn't smoke but at the same time doesn't want to be punitive to those that do or prejudice against any certain types of businesses. It is also very unattractive for employees to huddle on public sidewalks and littering their cigarette butts because of those businesses that have a smoke free campus.

Paul Langdon stated smoking shelters for restaurants that are a standalone building are one thing, but a majority of the restaurants located in Creve Coeur are built in strip malls or are adjoined by another business and border residential. The owner of a retail space may want to provide a shelter for the patrons or employees of a retail business but will not be able to because of a restaurant being located nearby.

Council Member Kreuter stated he feels the Council needs more time to review this.

Council Member Rhoades stated she feels that the amendment is over-reaching the problem and this is a solution looking for a problem. Appreciates the intent and urges the Council to consider before voting.

Council Member Kreuter moved, seconded by Council Member Kistner to defer the motion to amend Bill No. 5323 until August 8, 2011, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye



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

David Caldwell resident of 257 Brooktrail Court stated this is a logical way to solve the issue. We already don't have any smoking in an eating establishment so we should not have eating in a smoking establishment.

10. Resolution No. 973 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With Hutchinson Recreation & Design, Inc. For Playground Improvements To Conway Park For The Sum Of \$140,000.00.

City Clerk read Resolution No. 973.

City Engineer Matt Wohlberg made a presentation.

Council Member Rhoades moved, seconded by Council Member Hoffman to approve Resolution No. 973, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

APPOINTMENTS

11. Annual appointments and reappointments for Boards, Committees and Commissions

Mayor Dielmann stated the Nominating Committee recommends the following appointments and reappointments:

Historic Preservation Committee

Lucie Payton	reappoint	3 yr term
Kelly Hackmann	reappoint	3 yr term
Carole Levin	reappoint	3 yr term

Recycling, Environmental and Beautification

Sue Beasley	appoint	3 yr term
Victoria Barmack	appoint	3 yr term

Finance Committee

Thomas Grote	reappoint	3 yr term
Howard Shalowitz	appointment	3 yr term



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Larry Potashnick	appointment	3 yr term
Planning and Zoning Commission		
Tim Madden	reappoint	3 yr term
Gary Eberhardt	reappoint	3 yr term
Ken Howard	appoint	3 yr term
Jim Faron	appoint	3 yr term
Board of Adjustment		
Martin Jaffe	reappoint	5 yr term
Economic Development Commission		
Sheila Weaver	reappoint	3 yr term
Kurt Elliff	reappoint	3 yr term
David Schlafly	reappoint	3 yr term
Police and Safety Committee		
Allen Callahan	reappoint	3 yr term
Jeff Myer	reappoint	3 yr term
Irving Fagin	reappoint	3 yr term
Building Board of Appeals		
Barry Koeneman	reappoint	3 yr term
Employee Pension Fund Board		
David Friedman	reappoint	1 yr term
Parks and Recreation Committee		
Brent Smith	reappoint	3 yr term
Dan Simms	reappoint	3 yr term
Personnel Appeals Committee		
Robert Haddenhorst	appoint	3 yr term
Mark Pasewark	move from Alt to full	3 yr term
Storm Water Committee		
Sheila Engel	reappoint	3 yr term (with 2/3 vote of Council)
Steven Brody	appoint	3 yr term

Mayor Dielmann stated that Sheila Engel's reappointment would need to be voted on separately as it requires 2/3 affirmative vote of the Council since she is term-limited.

Council Member Hoffman moved, seconded by Council Member Kistner to approve all of the recommended appointments and reappointments excluding Sheila Engel, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye



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Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

Council Member Kistner moved, seconded by Council Member Hoffman to approve the reappointment of Sheila Engel to the Storm Water Committee, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Nealey – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

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

BUSINESS FROM THE MAYOR and CITY COUNCIL

12. Municipal Court - Patch Article of June 30, 2011

Council Member Rhoades stated she requested this item for the agenda. The article in question was sent to her and it had an inflammatory nature. Council Member Rhoades stated she is happy that the Court employees had an opportunity to respond regarding the article.

Mark Perkins stated the tone of the article was that the Creve Coeur Municipal Court was secretive in nature. Mark Perkins stated he spoke with the Municipal Judge, Court Administrator and the Police Chief and they indicated no issues with the current way the Court is run. The issue is that the attorneys are let in before the general public and that is done in part because a lot of attorneys have cases in other cities on the same night and they can take care of business and move on. The Judge doesn't use microphones and there are usually a lot of conversations going on and it would be very confusing to many. The Court does a good job of getting information out to those in attendance during court nights.

Chief Eidman stated the police department has been involved with the courts for many years. The doors open at six and no one is restricted from coming in and it is on a first come first served basis. There is a security procedure for court nights and the doors are closed prior to the start of court. Once the room is secure then the metal detectors are set up and everyone has to go through. First call for attorneys is between 6 and 7pm and most courts have the same procedure.

Council Member Rhoades stated the author of the article seems to allude that the City was extremely lenient but is glad to hear that staff has attend court to make sure the process is running smoothly and is not what the article alludes to.



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Chief Eidman stated we are mandated by the State and our information is reviewed often so there is nothing for us to hide.

12A. Auto Reply to Mayor and Council e-mails.

Council Member Rhoades stated this was brought to her attention and the idea of past Council Member Laura Bryant as she had recently sent an e-mail to the Mayor and Council as a body and didn't receive a response back. A courtesy reply would be helpful for those who send e-mail messages to know that the message did make it to the City. Council Member Rhoades asked if something like that could be implemented.

City Clerk stated she had checked with area clerks and most cities don't have auto reply and in the smaller cities the messages goes through the City Clerk's office and that Clerk sends a response.

Mark Perkins stated staff will review and come up with a procedure.

BUSINESS FROM CITY ADMINISTRATOR

13. Public Forum on Deer Population in Creve Coeur

Mark Perkins stated staff is working on this and is currently working with Erin Shank of the Missouri Department of Conservation to come and be part of the presentation. There has been a lot of discussion at the Council level regarding the deer problem. Staff plans to invite the public to the meeting. Staff is still working on an agenda but plans to discuss the range of options available to handle this problem.

Council Member Nealey asked how are we going to get the word out?

Mark Perkins stated we will put in the newsletter, the website and send out to the list serves that we currently have.

Council Member Hoffman suggested putting up the Ward meeting signs to let people know about this meeting.

14. Three Month Review of New Security Measures

Mark Perkins stated Council requested review of the new security measures after three months of implementation. A memo from Chief Eidman was distributed in the Council packet covering the costs of the past three months and they are right at what was originally projected.

Council Member Kistner moved, seconded by Council Member Hoffman to go into Executive Session at 8:45 p.m., pursuant to Section 610.021, to discuss personnel and attorney-client matters, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye

Council Member Wang - Aye

Council Member Rhoades – Aye

Council Member Wang – Aye



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Council Member Hoffman – Aye
Council Member Kistner – Aye

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

Council Member Wang moved, seconded by Council Member Hoffman to return from Executive Session at 9:30 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

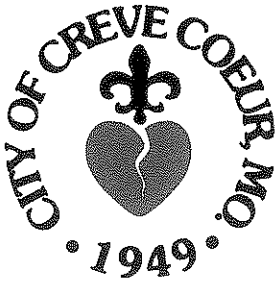
Council Member Wang moved, seconded by Council Member Kreuter to adjourn at 9:33 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Hoffman – Aye
Council Member Nealey – Aye
Council Member Rhoades – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

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

Deborah Ryan
City Clerk

Harold Dielmann
Mayor



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

August 2, 2011

Mr. Bob Davidson
Director of Marketing
Mercy
14528 South Outer 40 Road
Chesterfield, MO 63017

Dear Bob,

Thank you for becoming a Gold Sponsor (\$1000 level) of the City of Creve Coeur 4th Annual Flicks on the Fairway event on September 24, 2011 at sunset (approx. 7 p.m.).

This year's movie feature, *Toy Story 3*, will be enjoyed by the more than 100 anticipated guests attending the free event at Creve Coeur Golf Course, 11400 Olde Cabin Road, Creve Coeur, MO 63141. The City will provide concessions to guests while they watch the animated movie outdoors on the golf course.

Enclosed are the forms needed from us per Kathy Sansone's instructions: 1) the sponsorship invoice; and 2) a completed W-9 form. To ensure Mercy receives recognition for their sponsorship, please email me a high resolution jpg or an eps file of the logo you would like used at sscott@ci.creve-coeur.mo.us. Mercy will be acknowledged as the Gold Sponsor of Flicks on the Fairway in our September Residential Newsletter and on the movie screen the night of the movie.

Thank you again for your generosity and for helping the City of Creve Coeur to provide free, family friendly entertainment to our community. If you have any questions, please call me (314) 442-2081.

Sincerely,

Sharon Stott
Public Information Officer & Management Analyst

Enclosures (2)



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

Bill To:	Remit Payment To:
Bob Davidson Director of Marketing Mercy 14528 South Outer 40 Road Chesterfield, MO 63017	City of Creve Coeur Attn: Sharon Stott, Public Information Officer & Management Analyst 300 N. New Ballas Road Creve Coeur, MO 63141

INVOICE

Invoice #	Date	Description	Amount
80211-1	August 2, 2011	Gold Sponsor – Flicks on the Fairway	\$1000
		Thank you for supporting the community of Creve Coeur!	
		TOTAL INVOICE AMOUNT DUE	\$1000

BILL No 5321

ORDINANCE No. _____

**AN ORDINANCE ESTABLISHING WARD BOUNDARIES OF THE CITY OF CREVE COEUR
BY RATIFYING EXISTING WARD BOUNDARIES AS ESTABLISHED BY ORDINANCE
NUMBER 2149.**

WHEREAS, in 2010 the United States Government conducted the decennial census of population; and

WHEREAS, Section 10.6 of the Creve Coeur City Charter requires ward boundaries to be established by ordinance following every decennial census of the United States Government; and

WHEREAS, the populations and demographics of the current wards have been found to be in compliance with voting equality standards set forth by the Equal Protection Clause of the Fourteenth Amendment and federal Voting Rights Act; and

WHEREAS, the City Council deems it to be in the best interest of the City to avoid creating public confusion by unnecessarily requiring residents to change wards.

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

SECTION 1: Ward boundaries of the City of Creve Coeur are hereby established by ratifying existing ward boundaries as established by Ordinance Number 2149 (Exhibit A).

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

ADOPTED THIS 8TH DAY OF AUGUST, 2011

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS 8TH DAY OF AUGUST, 2011

HAROLD DIELMAN
MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK
CITY CLERK

BILL NUMBER 3125ORDINANCE NUMBER 2149

AN ORDINANCE REPEALING ORDINANCES NO. 11, 181, 554, 828, 1007, 1086, 1473, 1718 AND 1831 OF THE CITY OF CREVE COEUR, MISSOURI, ESTABLISHING WARD BOUNDARIES OF THE CITY OF CREVE COEUR, MISSOURI, AND ENACTING A NEW ORDINANCE ESTABLISHING NEW WARD BOUNDARIES OF SAID CITY AND CONTAINING AN EMERGENCY CLAUSE.

WHEREAS, in 2000, the United States Government conducted the decennial census of the population which resulted in changes to the Creve Coeur population, and

WHEREAS, the City Council desires to provide for council wards of similar population in order to meet constitution standards of equal representation for Creve Coeur citizens and this requires a change in council ward boundaries, and

WHEREAS, council ward boundaries are established by ordinance and changes in the ward boundaries are required at this time in order to provide for the proper conduct of the municipal election to be held on April 2, 2002, and

WHEREAS, this ordinance, having been read by title three times before final adoption and a copy made available for public inspection in the Office of the City Clerk,

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

SECTION 1: Ordinance Nos. 11, 181, 554, 828, 1007, 1086, 1473, 1718 and 1831 establishing wards of the City of Creve Coeur are hereby repealed and in lieu thereof said wards shall be set forth in Section 2 hereof.

SECTION 2: The City of Creve Coeur, State of Missouri, shall be divided into four wards to be known as Ward 1, Ward 2, Ward 3 and Ward 4 and described as follows:

WARD 1

Beginning at a point in the south city limits of Creve Coeur at the east line of Ladue Estates Subdivision, being also the east line of Ward No. 2, thence north and along the east line of said Ladue Estates Subdivision and continuing along the east line of Ladue Estates Subdivision and along the Tureen Drive Subdivision and along the east line of Morwood Subdivision to a point in the north line of said Morwood Subdivision, thence west and along said Morwood Subdivision to the west line of Renee Drive Subdivision, thence north and along said west line of Renee Drive Subdivision to a point in the south line of the rear lot line of the Olive Boulevard frontage lots, thence west and along said rear lot line to a point in the center line of Mosley Road, thence north along the center line of said Mosley Road to a point in the center line of Olive Boulevard, thence along the center line of Olive Boulevard to a point in the center line of Bal Harbour Drive, thence along said Bal Harbour drive to its intersection of the north city limits of Creve Coeur, thence along the most north line of said city limits to a point in the west right-of-way of Lindbergh Boulevard, thence north along said right-of-way line approximately 4,000 feet, across all street intersections, to a point in said right-of-way, said point being the north most city limits, thence east across Lindbergh Boulevard approximately 2,100 feet along the north line of Baur Subdivision to a point in the south line of the Chicago, Rock Island and Pacific Railroad right-of-way, thence along said line approximately 1,100 feet to a point in the west right-of-way of Warson Road, said point being on the east

city limit line, thence south along the east city limits line to the south most city limits line of the city, thence west along said south city limits line to the point of beginning.

WARD 2

Beginning at a point in the south city limits line of Creve Coeur at the east line of Ladue Estates Subdivision, being also the west line of Ward 1, thence north and along the west line of Ward 1 to a point in the center line of Bal Harbour Drive and the north city limits line, thence along the north city limits line to a point in the center line of 1-270 highway, thence south along the center line of said highway to a point being the projected north line of Williamsburg Plat 3, thence west along said north line of Williamsburg Plat 3 to the west line of said subdivision, thence south along said west line of Williamsburg Plat 1 to its intersection with Conway Road, thence west along the north right-of-way line of Conway Road to the projected north line of Balcon Estates Subdivision, thence south along the west line of Balcon Estates Subdivision to the intersection with the south city limits line, thence along the south line of said city limits to the east line of Ballas Road, thence north along the east line of Ballas Road to the south city limits line, thence along the south city limits line to the point of beginning.

WARD 3

Beginning at a point being the south city limits line at its intersection with the east line of The Priory of St. Mary and St. Louis, thence east and along said city limits line to its intersection with the west line of Balcon Estates Subdivision, being also the west line of Ward 2, thence north along the west line of Balcon Estates Subdivision to its intersection with the north right-of-way line of Conway Road, thence east along the north right-of-way line Conway Road to its intersection with the west line of Williamsburg Plat 1, thence north along the west line of said subdivision to its intersection with the north line of Williamsburg Plat 3, thence east along said north line of Williamsburg Plat 3 projected to a point in center line of I-270 highway, thence north along the center line of said highway to a point in the north city limits line, thence west along said north city limits line to a point in Whispering Hills Drive, being the east line of Ward 4, thence south across Olive Street Road (State Route 340) to the east right-of-way line of Mason Road, thence south along the east right-of-way line of Mason Road to its intersection with the north right-of-way line of Hibler Road, thence east along said north right-of-way line of Hibler Road to a point being the east line of Hibler Oaks Plat II, being the northeast corner of Hibler Oaks Plat II, thence south along said east line of Hibler Oaks Plat II and continuing along the east line of the Lac Du Bois to the south line of Lac Du Bois, being the southeast corner of Lac Du Bois then west along said south line of Lac Du Bois, to its intersection with the east right-of-way line of Falaise Drive, thence south along said east right-of-way line of Falaise Drive to its intersection with the north right-of-way line of Ladue Road, thence west along said north right-of-way line of Ladue Road to a point being the north projection of the east line of Ladue Conway Estates, thence south along said east line of Ladue Conway Estates to the north right-of-way line of Conway Road, thence west along the north right-of-way line of Conway Road to a point in the west city limits line then west to a point in Mason Road being the west city limits line, thence south along the west city limits line to a point in the southwest corner of the city limits line, thence east along the south city limits line to its intersection with the boundary line for Ward 2 being the point of beginning.

WARD 4

Beginning at a point in the west city limits line of Creve Coeur at its intersection with the south right-of-way line of Conway Road, being also the west boundary of Ward 3, thence north along Mason Road to a point in the west line of the Roland Hoffman, et. al., property defined in Book 2A Page 134, being also on the eastern projection of the north line of Ridge Creek, thence west along the north line of Ridge Creek to the northwest corner of lot 10 of Ridge Creek being also on the east line of Brynwick, thence north along the east line of Brynwick to a point on the east line of Lot 3 of Brynwick, being also the southwest corner of pt. Lot 1 of Gottfried Mertz Est. Part'n., thence east along the south line of said pt. Lot 1 of Gottfried Mertz Est. Part'n to the southeastern corner thereof; thence north along the east line of said pt. Lot 1 of Gottfried Mertz Est. Part'n to the northeastern corner thereof, being also on the south line of Ladue Road;

thence along the south line of Ladue Road to its intersection with the south projection of the east line of Mason Road; thence north along said east line of Mason Road and its projection to a point on the south line of Lot 1 of Westland Estates, being also on the north line of Mason Road; thence west along the north line of Mason Road; to the southwest corner of Lot 1 of Westland Estates thence north along the west line of Westland Estates, being also the east line of Muirfield, to the northeast corner of Lot 46 of Muirfield thence west along the north line of Muirfield, being also the south line of Westland Estates Addition; to the southeast corner of Lot 60 of Muirfield, Plat 3, thence north along the east line of Muirfield, Plat 3 to the northeast corner of Lot 58 of Muirfield, Plat 3 being also on the south line of Mason Manor Drive; thence west along the south line of Mason Manor Drive to a point on the east line of Lot 35 of Muirfield, said point being also the southwest corner of Lot 25 of Mason Manor, Plat 4; thence north along the east line of Muirfield to the northeast corner of Lot 33 of Muirfield; thence west following the north boundary of Lots 33, 31, 30 and 25 of Muirfield, and the south boundary of Bellerive Estates, 2nd Addition, Plat 10 to the south corner of Lot 315 of Bellerive Estates, 2nd Addition, Plat 10, thence northwesterly along the southwest line of Bellerive Estates, 2nd Addition, Plat 10 to the northwest corner of Lot 314 of Bellerive Estates, 2nd Addition, Plat 10; thence south and west along the north and west boundary of Bellerive Country Club to the northeast corner of property of Hunter Engineering Company as described in Book 02, Page 0075; thence west along the irregular boundary of said Hunter property to its intersection with the east line of the transmission line easement granted to Union Electric Company for the Mason - G. Summit 138 K.V. and Mason - Labadie 345 K.V. Transmission Line; reference is made to the plan and profile drawings of Union Electric's Osage-Page Transmission Lines recorded in original Plat Book 15, pages 1-5 in the St. Louis County recorder's Office, thence continuing northeast along the east line of the Union Electric easement to its intersection with the north line of Olive Street Road widened (State Route 340); thence east along the north right-of-way line of Olive Street Road being the north city limits line of Creve Coeur to its intersection with the projection of the east right-of-way line of Mason Road, being the west line of Ward 3, thence continuing along the west line of Ward 3, south along said east right-of-way line of Mason Road to its intersection with the north right-of-way line of Hibler Road, thence east along said north right-of-way line of Hibler Road to a point being the east line of Hibler Oaks Plat II; being the northeast corner of Hibler Oaks Plat II; thence south along said east line of Hibler Oaks Plats II and continuing along the east line of the Lac Du Bois to the south line of La Du Bois being the southeast corner of Lac Du Bois thence west along said south line of Lac Du Bois, to its intersection with the east right-of-way line of Falaise Drive, thence south along said east right-of-way line of Falaise Drive to its intersection with the north right-of-way line of Ladue Road, thence west along said north right-of-way line of Ladue Road to a point being the north projection of the east line of Ladue Conway Estates; thence south along said east line of Ladue Conway Estates to its intersection with the north right-of-way line of Conway Road and the projected east line of Sheffield; thence west along the south right-of-way line of Conway Road being the city limits line to a point in Mason Road being the west city limits line and being the point of beginning.

SECTION 3: Ward 1 shall constitute all of the area within the boundaries of the City of Creve Coeur that lies east of the above described line dividing Ward 1 and Ward 2 and as shown on the attached map.

SECTION 4: Ward 2 shall constitute all of the area within the boundaries of the City of Creve Coeur that lies east of the above described line dividing Ward 2 and Ward 3 and west of the Ward 1 line and as shown on the attached map.

SECTION 5: Ward 3 shall constitute all of the area within the boundaries of the City of Creve Coeur that lies west of the above described line dividing Ward 2 and Ward 3 and east of the Ward 4 line and as shown on the attached map.

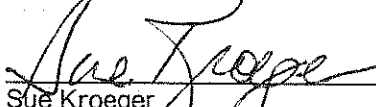
SECTION 6: Ward 4 shall constitute all of the area within the boundaries of the City of Creve Coeur that lies west of the above described line dividing Ward 3 and Ward 4 and as shown on the attached map.

SECTION 7: The designation of the ward number and the ward boundaries shall be as shown on the city map attached hereto. The attached map shall supercede the written description contained herein

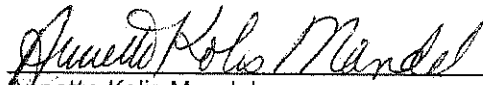
with regard to any discrepancies between the written ward description and the ward boundaries as indicated on the map.

SECTION 8: This ordinance shall be deemed an emergency in order to comply with the St. Louis County Board of Election Commissioners deadline of September 10 for the filing of ward boundary changes in preparation for the April 2002 election and shall become effective immediately after adoption by the City Council and the signing thereof by the Mayor.

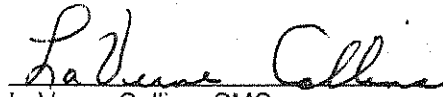
Passed this 10 day of September, 2001.


Sue Kroeger
President of City Council

Approved this 10 day of September, 2001.


Annette Kolis Mandel
Mayor

Attest:


LaVerne Collins, CMC
City Clerk



INTEROFFICE MEMORANDUM

Date: June 27, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: 2010 Census and Redistricting Data

Background

After each 10-year federal census, the City is required to review the census population counts for each ward and establish ward boundaries by ordinance such that equal representation is ensured (City Charter, Section 10.6).

Substantial equality among voting districts must be ensured to comply with the Equal Protection Clause of the Fourteenth Amendment. Mathematically, this has been interpreted that there cannot be a total deviation of more than 10% between the populations of the largest and smallest wards.

Additionally, the federal Voting Rights Act prohibits the denial or abridgement of the right to vote of a class of citizens due to race or color, or being a member of a language minority. Voting district boundaries should not be established to dilute the voting power of a minority group.

The attached article from the May 2011 edition of the MML Review provides additional information about redistricting.

2010 Census Figures

The 2010 federal Census reports that Creve Coeur's population increased 5.9% over the past 10 years, from 16,846 residents in 2000 to 17,833 in 2010. Ward 3 experienced the most growth with an increase of 8.6%, while Ward 1 experienced the least amount of growth with an increase of 3.4%.

	Population 2000 Census	Population 2010 Census	Percentage Change
Ward 1	4132	4272	3.4%
Ward 2	4134	4379	5.9%
Ward 3	4230	4592	8.6%
Ward 4	4350	4590	5.5%
City Total	16846	17833	5.9%

Voting Equality

As stated above, total deviation (i.e. deviation between the largest and smallest wards) should not be more than 10%. Using the 2010 Census figures, the total deviation in the City of Creve Coeur is 7.2%, which is in compliance with the Equal Protection Clause.

Each ward's deviation from the ideal ward population of 4,458 (i.e. total city population of 17,833 divided by the 4 wards) is provided in the table below. For example, the population of Ward 1 is 4.2% below the ideal population of 4,458 while the populations of Wards 3 and 4 are 3% above the ideal population.

	Population 2010 Census	Deviation
Ward 1	4272	-4.2%
Ward 2	4379	-1.8%
Ward 3	4592	3.0%
Ward 4	4590	3.0%
City Total	17833	

Ward demographics based on the 2010 Census are provided in the table below. Wards 3 and 4 have the highest concentrations of minority populations. The figures do not suggest that minority populations do not have equal opportunity to participate in the political process.

	Total Population	White alone	Hispanic or Latino	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian & Other Pacific Islander alone	Some Other Race alone	Two or More Races
Ward 1	4272	3409	113	262	5	390	1	4	88
Ward 2	4379	3632	116	230	5	291	2	9	94
Ward 3	4592	3454	107	423	10	530	0	6	62
Ward 4	4590	3441	125	349	11	587	0	16	61
City Total	17833	13936	461	1264	31	1798	3	35	305

Recommendation

Current ward boundaries are in compliance with the standards. It is recommended that the current ward boundaries be reestablished and that all citizens remain in their current wards in order to avoid unnecessary public confusion.

Unless directed otherwise, staff will present an ordinance to the City Council to ratify the existing boundaries at next Council meeting.

Attachments:

- MML Article
- Current Ward Map

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 THE INSTALLATION, MAINTENANCE, AND OWNERSHIP OF THE APS PEDESTRIAN SIGNALS TO BE INSTALLED AT THE OLIVE BOULEVARD (STATE 340) AND WEST OAK INTERSECTION.

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 was awarded a Polara Navigator Pedestrian Signal System as a winner of an essay contest designed to be installed at the Olive/West Oak intersection; and

WHEREAS, the attached "Exhibit A" is an agreement with the Missouri Department of Transportation (MoDOT) regarding the installation, maintenance, and ownership of the APS equipment;

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 installation, maintenance, and ownership of the APS equipment at Olive Boulevard/West Oak 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 11th day of July 2011.

Tara Nealey
President of City Council

Adopted this 11th day of July 2011.

Harold L. Dielmann

Mayor

Attest:

Deborah Ryan, MRCC
City Clerk

CCO Form: TR20
Approved: 02/95 (MLH)
Revised: 2/10 (ASB)
Modified: 6/11 (ASB)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONTRACT FOR INSTALLATION OF AUDIBLE PEDESTRIAN SIGNALS
(In Municipalities)**

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

WITNESSETH:

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

(1) PURPOSE: The purpose of this Agreement is to install audible pedestrian signals.

(2) LOCATION: The general location of the audible pedestrian signals to be installed pursuant to this Agreement is at the intersection of Route 340 and West Oak Center.

(3) INSTALLATION: The City will provide to the Commission, six (6) audible pedestrian signals and the Commission shall install the audible pedestrian signals. As part of providing the audible pedestrian signals, the City will furnish the Commission with units that will house both an audible speaker and a pushbutton along with a processor which will interact with the traffic signal controller.

(4) COST: The audible pedestrian signals will be provided by the City at no cost to the Commission, and the installation shall be performed by the Commission at no cost to the City. The cost of maintenance shall be borne by the Commission and the total cost of electric current shall also be borne by the Commission. Two (2) additional units will be made available to the Commission by the City at the time of installation, for the Commission to have available in the event of signal damage or wear and tear. Once these available units have been exhausted, additional units shall be replaced by the Commission as part of fulfilling the provisions of Section (6) Transfer of Ownership.

(5) OPERATION: The Commission will operate the audible pedestrian signals in accordance with the cycle and pedestrian timing as determined by the Commission.

(6) TRANSFER OF OWNERSHIP: Upon completion of this installation, ownership shall be transferred from the City to the Commission. Upon transfer of ownership, the Commission, at its expense, will provide all future maintenance of the audible pedestrian signals that are installed on the Commission's right-of-way.

(7) REMOVAL: If the City fails to comply with the provisions of this Agreement or

instructions issued by the Commission or its authorized representatives regarding the use of the audible pedestrian signals, the Commission may remove the audible pedestrian signals. In addition, if the Commission, in its sole discretion, determines that the removal of the signal and equipment from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the signal. In the event that the Commission should determine that the signal is no longer justified, the Commission may remove same. In the event of the signals needing to be removed, the Commission shall allow the City thirty (30) days to remove the signals. If at the end of the thirty days the City has not removed the signals the Commission may remove at the City's expense.

(8) 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 the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(13) 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.

(14) 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.

(15) 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) 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.

(16) NOT A JOINT VENTURE OR COLLABORATION: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership, collaboration, or joint venture for any purpose whatsoever.

(17) 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.

[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 _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title City Clerk

Approved as to Form:

Approved as to Form:

Commission Counsel

City Attorney

Ordinance Number: _____

ACKNOWLEDGMENT BY CITY

STATE OF _____)
)
COUNTY OF _____) ss

On this _____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ (title) _____ of the City of _____ and that the foregoing instrument was signed and sealed on behalf of the City of _____ and that he/she acknowledged said instrument to be the free act and deed of the City of _____ 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: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: July 6, 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 Regarding the Installation, Maintenance, and Ownership of APS Pedestrian System at Olive Boulevard/West Oak.

The City of Creve Coeur was awarded a Polara Navigator Audio Pedestrian System (APS) as the winner of an essay contest in the fall of 2009. This Pedestrian Cross Walk Signal Equipment has features that will benefit the visual and hearing impaired. The push buttons not only have an internal speaker which allows for a chirping sound as a locator, it also has a recorded voice to notify visually impaired pedestrians when it is safe to cross either Olive or West Oak and a countdown in seconds before the light changes. As added functions for the hearing impaired the push button housing will vibrate when it is safe to cross the street as well as signal heads which visually count down the seconds until the signal lights change.

Once city staff was notified of the award, we began working with MoDOT to identify a location along Olive Boulevard where the sidewalks and handicap ramps meet the current ADA standards. MoDOT staff felt that the best location for this equipment to be installed was at the newly constructed intersection at Olive/West Oak. In addition, staff has worked out the details of an agreement whereas the City will supply the APS equipment and MoDOT will install and maintain the equipment. As another part of the agreement, the city will transfer ownership of the equipment over to MoDOT. The attached agreement, "Exhibit A" is an agreement which covers the above referenced installation, maintenance, and ownership of the APS equipment.

Public Works staff is recommending the execution of four (4) copies of the attached agreement on behalf of City to confirm the responsibilities in regards to these improvements.



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

DATE: August 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 8/3/11 in the amount of \$416,820.56. This total includes a \$200,000.00 payment to Pace Creve Coeur Associates for the Dautel Road Improvements.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00084	2		3808294110.	12-Jul-11	COCA-COLA	BEVERAGES RESALE-STREETS	01-00-00-4739	381.50
00080	0		943318018	25-Jul-11	DIERBERGS	WINDEX WIPES FOR LIVESCAN	01-00-00-2410	2.99
00605	0	P001249	4890	21-Jun-11	POLICE LEGAL SCIENCES	50 LEGAL UPDATE SUBSCRIPTION	01-00-00-2414	6,000.00
00291	260		072611	26-Jul-11	TAYLOR, JUDY	SEWER LATERAL REIMBURSEMENT	02-00-00-1901	2,017.00

Sum of Invoices 8,401.49



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00293	0		052311	23-May-11	ST LOUIS COUNTY MUNICIPAL LEAGUE	MUNICIPAL LEAGUE DUES	01-11-12-6262	4,800.00

Sum of Invoices 4,800.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005	0		1650894	27-Jul-11	AMERICAN STAMP	NAME BADGE SHARON STOTT	01-12-11-6202	13.50
01120	0		063011	30-Jun-11	ASI	ADMINISTRATION FEES 6/1/11	01-12-11-6203	334.00

Sum of Invoices 347.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050	0		INV0017714	15-Jul-11	REJIS	PIX FIREWALL MAINT	01-12-51-6213	21.24
00070	1		I110720238	04-Aug-11	TECH ELECTRONICS	TELEPHONE WORK	01-12-51-6213	812.50
00070	1		I110721278	04-Aug-11	TECH ELECTRONICS	ADDED DSS TO OFFICE PHONE	01-12-51-6213	125.00

Sum of Invoices 958.74



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

Finance

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00016	0		071411	14-Jul-11	COLLECTOR OF REVENUE	SALES TAX RPT JULY 2011	01-13-11-6202	20.00
00021	0		072911	29-Jul-11	GOEWERT, LINDA	MILEAGE (JULY 11)	01-13-11-7307	13.32

Sum of Invoices 33.32



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01374	0		071511	30-Jun-11	ENGELMEYER & PEZZANI LLC	MMACJA COUTS CONFERENCE	01-13-14-6265	515.40
00050	0		INV0017713	15-Jul-11	REJIS	COMPUTER USAGE JULY 11	01-13-14-6202	2,254.56

Sum of Invoices 2,769.96



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01365	0		08938	04-Aug-11	DIRECT EXPRESS OFFICE SUPPLIES	TONER-BLDG DEPT	01-13-15-7312	360.65
01365	0		08921	19-Jul-11	DIRECT EXPRESS OFFICE SUPPLIES	2 DRAWER FILE CABINET	01-13-15-7312	148.62
00045	1		572075223001	04-Aug-11	OFFICE DEPOT	TONER CARTIDGES COURT	01-13-15-7312	286.19
00045	1		571212744001	14-Jul-11	OFFICE DEPOT	PHONE REST	01-13-15-7312	10.35
00045	1		571386835001	15-Jul-11	OFFICE DEPOT	TONER CARTRIDGE	01-13-15-7312	121.82
00046	0		923961I	14-Jul-11	OFFICE ESSENTIALS	PENS	01-13-15-7312	8.76
01169	0		109533062	27-Jul-11	STAPLES ADVANTAGE	TONER CARTRIDGE LAVERNE	01-13-15-7312	34.57
01169	0		109432074	20-Jul-11	STAPLES ADVANTAGE	TONER CARTRIDGE KARL	01-13-15-7312	59.78
01169	0		109413299	19-Jul-11	STAPLES ADVANTAGE	STORAGE BOXES	01-13-15-7312	26.04
01169	0		109369252	14-Jul-11	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	153.01
01169	0		109369232	14-Jul-11	STAPLES ADVANTAGE	5X8 NOTEPADS	01-13-15-7312	11.77
00075	0		3051	22-Jul-11	WUSSLER BUSINESS FORMS	10000 WINDOW ENVELOPES	01-13-15-7312	329.50
00075	0		3052	22-Jul-11	WUSSLER BUSINESS FORMS	10000 2 COLOR ENVELOPES	01-13-15-7312	313.00
00075	0		3053	22-Jul-11	WUSSLER BUSINESS FORMS	BUSINESS CARDS	01-13-15-7312	93.00

Sum of Invoices 1,957.06



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00015	1		452787982	20-Jul-11	CINTAS CORP. #452	CLEANING SUPPLIES (072011)	06-14-31-7301	1.92
00015	1		452791031	27-Jul-11	CINTAS CORP. #452	CLEANING SUPPLIES (072711)	06-14-31-7301	1.92
00015	1		452787982	20-Jul-11	CINTAS CORP. #452	UNIFORMS (072011)	06-14-31-7308	4.95
00015	1		452791031	27-Jul-11	CINTAS CORP. #452	UNIFORMS (072711)	06-14-31-7308	4.95
00116	0		1731.	25-Jul-11	SAM'S CLUB	CLEANING SUPPLIES	06-14-31-7301	15.96
00711	1		306015583	08-Jun-11	TERMINIX	PEST CONTROL SERVICE	06-14-31-6212	32.00

Sum of Invoices

61.70



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00175	0		802336-00	40745	MTI DISTRIBUTING, INC.	BELTS & IDLER PULLEY TORO 1000	06-14-32-6211	199.59
00173	0		IN096144	40745	SUPREME TURF PRODUCTS	ANTI-FOAMER AGENT	06-14-32-7303	26

Sum of Invoices 225.59



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01206	0		3463360SO	29-Apr-11	SRIXON	BALLS FOR RESALE	06-14-33-8324	19.06
00711	1		306015583	08-Jun-11	TERMINIX	PEST CONTROL SERVICE	06-14-33-6212	32.00

Sum of Invoices 51.06



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01001	0		53794	19-Jul-11	BI-STATE REFRIGERATION	ICE MACHINE REPAIR	06-14-34-6211	176.71
00015	1		452787982	20-Jul-11	CINTAS CORP. #452	WIPING TOWELS (072011)	06-14-34-7301	10.13
00015	1		452791031	27-Jul-11	CINTAS CORP. #452	WIPING TOWELS (072711)	06-14-34-7301	10.13
00084	0	P001230	3808294110	12-Jul-11	COCA-COLA	DRINKS FOR RESALE (8317)	06-14-34-8317	164.00
00084	2	P001230	3888251107.	19-Jul-11	COCA-COLA	DRINKS FOR RESALE (8317)	06-14-34-8317	417.68
00116	0	P001226	1731	25-Jul-11	SAM'S CLUB	SANDWICHES FOR RESALE (8315)	06-14-34-8315	41.30

Sum of Invoices 819.95



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00088	0		105999	12-Jul-11	ARCHWAY LIGHTING SUPPLY, INC.	LIGHTS FOR COUNCIL CHAMBERS	01-16-11-6212	37.80
00015	1		452784952	13-Jul-11	CINTAS CORP. #452	UNIFORMS CH (7/13/11)	01-16-11-7308	10.00
00015	1		452787980	20-Jul-11	CINTAS CORP. #452	UNIFORMS CH (7/20/11)	01-16-11-7308	10.00
00505	1		6822318	14-Jul-11	HILLYARD	CLEANERS FOR CITY HALL	01-16-11-7301	301.70
00117	0		3011242.	04-Aug-11	HOME DEPOT	PAINT SUPPLIES	01-16-11-6212	186.63
00117	0		9011529	25-Jul-11	HOME DEPOT	PAINT SUPPLIES CHIEFS OFC	01-16-11-6212	72.40
00164	0		017306	26-Jul-11	NEW SYSTEM CARPET & BUILDING CARE LTD.	GLASS CLEANER CITY HALL	01-16-11-7301	50.44
00116	0		943318018.	29-Jul-11	SAM'S CLUB	LOUNGE SUPPLIES	01-16-11-7304	593.69

Sum of Invoices 1,262.66



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195	0		45031	15-Jul-11	ALARM 24, INC.	SVC CALL CAMERA ADMIN HALLWAY	01-21-11-9501	415.00
00080	0		943318018	25-Jul-11	DIERBERGS	PRISONER MEALS	01-21-11-7309	9.54
00002	0		07/01/2011	01-Jul-11	HAHN, LISA	MAIL TEST FOR SCORING	01-21-11-6203	5.65
00148	0		C25641A	07-Jul-11	I/O SOLUTIONS	SCORING OF (1) APP. TEST	01-21-11-6203	15.00
00050	0		INV0017714	15-Jul-11	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0017714	15-Jul-11	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0	P001255	INV0017714.1	15-Jul-11	REJIS	REJIS USER CHARGES JUL - DEC 2	01-21-11-6202	4,030.39
00050	0	P001253	INV0017714.2	15-Jul-11	REJIS	CHARTER FIBER 5.0M CONNECTION	01-21-11-6202	855.00
00050	0		INV0017715	15-Jul-11	REJIS	(4) BACKGROUND CHECKS	01-21-11-6203	40.00
00050	0	P001254	INV0017715-1	15-Jul-11	REJIS	GLOBAL CAD FEES JUL-DEC 2011	01-21-11-6213	37.50
00050	0	P001254	INV0017714-1	15-Jul-11	REJIS	GLOBAL CAD FEES JUL-DEC 2011	01-21-11-6213	1,102.50
00116	0		4452.	29-Jul-11	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	64.40
00332	0		071911	19-Jul-11	ACADEMY	4 COMM OFFCRS MEMBERSHIP FEES	01-21-11-6261	500.00
00092	4	P001257	28258	06-Jul-11	ST LOUIS COUNTY TREASURER	MONTHLY C.A.R.E. SERVICES CONT	01-21-11-6202	23.91
01048	0		2603178632	18-Jul-11	VERIZON WIRELESS	MONTHLY FEE FOR AIR CARD	01-21-11-6253	43.01
00178	0	P001258	198728	15-Jul-11	WARNER COMMUNICATIONS CORP.	MAINT CONTRACT-STANCIL RECORDE	01-21-11-6213	2,850.00
00091	0	P001256	811377	20-Jun-11	WIRELESS USA	FY12 SVC CONTRACT-INCAR RADIOS	01-21-11-6211	1,290.66

Sum of Invoices 11,353.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01358	0	P001252	218716	01-May-11	LEADS ONLINE	LEADS ONLINE SERVICE PACKAGE F	01-21-21-6202	792.00
00050	0		INV0017714	15-Jul-11	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
00298	0		0044579-IN	19-Jul-11	SIRCHIE	5 MARIJUANA TEST KITS	01-21-21-7304	68.05
00332	0		071911	19-Jul-11	POLICE ACADEMY	5 COMM OFFCRS MEMEBERSHIP FEES	01-21-21-6261	625.00

Sum of Invoices 1,495.55



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00234	1		351374	25-Jul-11	ED ROEHR SAFETY PRODUCTS	(14) GUN LOCK TIMERS	01-21-22-9503	380.94
00234	1	P001199	351477	26-Jul-11	ED ROEHR SAFETY PRODUCTS	SAV11-FLAIR-2CA SAVVY FLAIR B	01-21-22-9503	855.00
00096	0		114928	26-Jul-11	EVS	VARIOUS VEHICLE REPAIRS	01-21-22-6210	314.14
00094	1		139722	26-Jul-11	FIRESTONE	CAR 2419 INSTALL TIRES, MAINT	01-21-22-6210	152.19
00094	1		139682	26-Jul-11	FIRESTONE	CAR 2409 REPAIR A/C	01-21-22-6210	340.53
00094	1		139594	23-Jul-11	FIRESTONE	CAR 2407 3000 MILE SVS.	01-21-22-6210	17.99
00094	1		139565	22-Jul-11	FIRESTONE	CAR 2403 INSTALL 2 TIRES	01-21-22-6210	21.73
00094	1		139633	25-Jul-11	FIRESTONE	car 2408 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		139736	27-Jul-11	FIRESTONE	CAR 2406 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		139769	27-Jul-11	FIRESTONE	CAR 2413 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		139566	22-Jul-11	FIRESTONE	CAR 2405 3000 MILE SERVICE	01-21-22-6210	17.99
00094	1		139315	15-Jul-11	FIRESTONE	CAR 2403 ALIGNMENT	01-21-22-6210	67.49
00125	0		245534-02	04-Aug-11	LEON UNIFORM	UNIFORM PO MARK PHILLIPS	01-21-22-5107	192.90
00125	0	P001246	242868A	01-Jul-11	LEON UNIFORM	UNIFORMS AND PATCHES FOR PATRO	01-21-22-5107	6,012.95
00125	0	P001231	245534-01	15-Jul-11	LEON UNIFORM	UNIFORM ITEMS FOR PO MARK PHIL	01-21-22-5107	44.90
00970	0		1852-268329	26-Jul-11	O'REILLY AUTO PARTS	BULBS FOR VEHICLES	01-21-22-6210	43.68
00282	0		3007	15-Jul-11	PARKER, CHARLES H.	(4) PVC RANGE TARGETS	01-21-22-7313	26.81
00050	0		INV0017714	15-Jul-11	REJIS	14 VERIZON DATA LINES	01-21-22-6253	714.00
00332	0		071911	19-Jul-11	ST LOUIS COUNTY AND MUNICIPAL POLICE ACADEMY	40 COMM OFFCRS MEMBERSHIP FEES	01-21-22-6261	5,000.00

Sum of Invoices

14,257.21



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00126	0		0176778	18-Jul-11	ROTOLITE	SERVICE CONTRACT XEROX 3030	01-31-11-6213	240.00
01048	1		2601179708	13-Jul-11	VERIZON WIRELESS	MONTHLY AIR CARD CHG	01-31-11-6253	43.01
01287	0		071911	30-Jun-11	WOHLBERG, MATT	JUNE 11 MILEAGE	01-31-11-7307	86.19

Sum of Invoices 369.20



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00712	2		K40299	04-Aug-11	BOBCAT OF ST. LOUIS	BRUSHES BOBCAT SWEEPER	01-31-41-6211	369.52
00712	2		K40300	04-Aug-11	BOBCAT OF ST. LOUIS	TOOL CLEANER FOR BOBCAT	01-31-41-6211	107.89
00013	1		1763-176361	18-Jul-11	CARQUEST	OIL FILTERS 2 TON TRUCK	01-31-41-6210	18.28
00015	1		452791036	27-Jul-11	CINTAS CORP. #452	MATS FOR GARAGE (7/27)	01-31-41-6212	36.46
00015	1		452787987	20-Jul-11	CINTAS CORP. #452	MATS @ GARAGE (7/20)	01-31-41-6212	36.46
00015	1		452791036	27-Jul-11	CINTAS CORP. #452	CLEANING ITEMS GARAGE (7/27)	01-31-41-7301	18.53
00015	1		452787987	20-Jul-11	CINTAS CORP. #452	CLEANERS @ GARAGE (7/20)	01-31-41-7301	18.53
00015	1		452791037	27-Jul-11	CINTAS CORP. #452	UNIFORMS GARAGE (7/27)	01-31-41-7308	39.24
00015	1		452787988	20-Jul-11	CINTAS CORP. #452	GARAGE UNIFORM RENTAL (7/20)	01-31-41-7308	39.24
00127	0		17361	15-Jul-11	ERB EQUIPMENT COMPANY	SKIT LOADER REPAIR	01-31-41-6211	671.84
00127	0		1044835	04-Aug-11	ERB EQUIPMENT COMPANY	WINDOW LATCH FOR BACKHOE	01-31-41-6211	10.76
01231	0	P001103	143040	30-Jun-11	FICK SUPPLY SERVICE INC	15,300 CY HAULING FOR LEAVES A	01-31-41-6202	6,545.50
00023	1		191971	19-Jul-11	FRED WEBER, INC	SUPPLIES FOR ROADWORK	01-31-41-7305	1,216.14
01167	0		W77348	15-Jul-11	G.W. VAN KEPPEL CO	ASPHALT PAVER REPAIR	01-31-41-6211	575.00
01292	0		030116870	22-Jul-11	HOLT ELECTRICAL SUPPLIES	RETRO OLIVE/270 MEDIAN LIGHT	01-31-41-6251	269.18
00789	0		349618	04-Aug-11	K&K SUPPLY	PARTS FOR EQUIPMENT	01-31-41-6211	277.44
00789	0		349350	19-Jul-11	K&K SUPPLY	30# JACKHAMMER	01-31-41-7302	698.75
00789	0		349035	15-Jul-11	K&K SUPPLY	DRINKS FOR STREET CREWS	01-31-41-7308	216.44
00156	0		0048068	19-Jul-11	L & C TRUCK REPAIR, INC.	BRAKE LIGHT REPAIR #303	01-31-41-6210	460.35
01286	0		11-8683	21-Jun-11	MID AMERICA ELECTRIC, INC.	ELECTRIC INSTALL TRUCK LIFT	01-31-41-9503	692.00
01437	1		13108949	19-Jul-11	MYERS TIRE SUPPLY	SEALING SOAP	01-31-41-6210	38.77
01437	1		13108749	18-Jul-11	MYERS TIRE SUPPLY	TIRE SEALING TOOL	01-31-41-6210	257.15
01095	1		538137	28-Jul-11	NAPA AUTO PARTS	LIGHT BULBS TRUCK 103	01-31-41-6210	59.88
01095	1		535828	20-Jul-11	NAPA AUTO PARTS	TUNE UP #101	01-31-41-6210	60.26
00270	1		61161-00	14-Jul-11	TERMINAL SUPPLY CO.	LED LIGHT #103	01-31-41-6210	283.18
00270	1		60701-00	12-Jul-11	TERMINAL SUPPLY CO.	FUSE KIT-ASPHALT PAVER	01-31-41-6211	17.09
00562	0		1340	15-Jul-11	TRAFFIC CONTROL COMPANY	SAFETY GLASSES STREET CREW	01-31-41-7308	84.00
00104	0		P29210	18-Jul-11	VERMEER	BLADES FOR 1800 CHIPPER	01-31-41-6211	322.09
00104	0		P29322	22-Jul-11	VERMEER	BLADE SHARPENING	01-31-41-6211	246.00
00104	0		P29383	26-Jul-11	VERMEER	PARTS LIMB CHIPPER #603	01-31-41-6211	72.46
00311	0		1498162	25-Jul-11	WEBER CHEVROLET	WINDSHIELD WASHER	01-31-41-6210	32.50

Sum of Invoices 13,790.93



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1		013550969	15-Apr-11	ALLIED WASTE	CONDO SERVICE MAY 2011	01-31-42-6214	2,117.34
00105	1		013599037	15-May-11	ALLIED WASTE	CONDO SERVICE JUNE 2011	01-31-42-6214	2,117.33
00105	1	P001234	013725094	15-Jul-11	ALLIED WASTE	TRASH SERVICES FOR RESIDENTIAL	01-31-42-6214	2,117.33
00105	1	P001234	013677393	15-Jun-11	ALLIED WASTE	TRASH SERVICES FOR RESIDENTIAL	01-31-42-6214	2,117.33
00105	1	P001234	013722854	15-Jul-11	ALLIED WASTE	TRASH SERVICES FOR RESIDENTIAL	01-31-42-6214	86,443.20
00105	1	P001233	0346-0143722854	15-Jul-11	ALLIED WASTE	RECYCLING SERVICES RESIDENTIAL	01-31-42-6217	25,005.60

Sum of Invoices 119,918.13



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00010	0		889129	18-Jul-11	BRANNEKY HARDWARE	WEED KILLER	01-31-43-7301	14.97
00010	0		889129	18-Jul-11	BRANNEKY HARDWARE	PITCHFORK, WATERING WAND	01-31-43-7302	84.97
00010	0		889227	19-Jul-11	BRANNEKY HARDWARE	FITTINGS FOR SPRAYER	01-31-43-7302	3.49
00015	1		452791036	27-Jul-11	CINTAS CORP. #452	CLEANING ITEMS GARAGE (7/27)	01-31-43-7301	18.53
00015	1		452787987	20-Jul-11	CINTAS CORP. #452	CLEANERS @ GARAGE (7/20)	01-31-43-7301	18.53
00015	1		452791037	27-Jul-11	CINTAS CORP. #452	UNIFORMS GARAGE (7/27)	01-31-43-7308	39.23
00015	1		452787988	20-Jul-11	CINTAS CORP. #452	GARAGE UNIFORM RENTAL (7/20)	01-31-43-7308	39.23
01466	0		140030445	14-Jul-11	CROSS MIDWEST TIRE	2 TIRES FOR GATOR TRAILER	01-31-43-6211	180.26
00127	0		1044252	15-Jul-11	ERB EQUIPMENT COMPANY	MOWER PARTS - PARKS	01-31-43-6211	371.48
00023	1		194359	27-Jul-11	FRED WEBER, INC	CONWAY PARK DRAINAGE DITCH	01-31-43-6212	507.75
00117	0		7224735	27-Jul-11	HOME DEPOT	CONWAY PARK PLANTS	01-31-43-7303	816.90
00560	0		75251	18-Jul-11	HUMMERT INTERNATIONAL	SPRAY GUN FOR PARKS	01-31-43-7302	181.50
00040	0		765429	27-Jul-11	MILBRADT	SAW REPAIR	01-31-43-6211	47.76
01534	0		713799	18-Jul-11	EQUIPMENT CO	SWING SEAT LATCH	01-31-43-6212	37.26
00042	0		170130	27-Jul-11	MPR SUPPLY	SPRINKLER REPAIR PARTS	01-31-43-6211	159.12
00110	0		308457	20-Jul-11	RICMAR INDUSTRIES	PARK RESTROOM SUPPLIES	01-31-43-6212	475.30
00070	1		1110724024	27-Jul-11	TECH ELECTRONICS	SECURITY SYSTEM TAPMEYER	01-31-43-6212	350.00
00070	1		111072225	27-Jul-11	TECH ELECTRONICS	MONITORING TAPMEYER HOUSE	01-31-43-6212	336.00
00109	0		444418	20-Jul-11	WESTPORT POOLS	ITEMS FOR SPLASH PAD	01-31-43-7301	130.08

Sum of Invoices

3,812.36



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00126	0		0176778	18-Jul-11	ROTOLITE	SERVICE CONTRACT XEROX 3030	01-32-11-6213	240.00
01003	0		072211	22-Jul-11	SEIFRIED, GEORGE	JUNE/JULY 11 MILEAGE	01-32-11-7307	178.65
01519	0	P001222	85162	30-Jun-11	THE SIDWELL COMPANY	PROFESSIONAL SERVICES FOR GIS	01-32-11-6203	25,515.00

Sum of Invoices 25,933.65



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00058	0		080111	01-Aug-11	BURKE, PATRICK	MILEAGE (JULY 11)	01-32-61-7307	294.15
00055	0		080111	01-Aug-11	HOLMES, BRAD	MILEAGE (JULY 11)	01-32-61-7307	66.60
00044	1		265992316-115	30-Jun-11	NEXTEL	INSPECTORS CELL PHONES	01-32-61-6253	277.59
00163	2		5255234X	28-Jul-11	NFPA	NFPA STANDARDS SUBSCRIPTION	01-32-61-6262	832.50
00126	0		0176778	18-Jul-11	ROTOLITE	SERVICE CONTRACT XEROX 3030	01-32-61-6213	240.00
00032	0		073111	31-Jul-11	UNSER, STEVE	MILEAGE (JULY 11)	01-32-61-7307	77.70
00057	0		080111	01-Aug-11	WOODS, DENNIS	MILEAGE (JULY 11)	01-32-61-7307	243.09

Sum of Invoices 2,031.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

8/4/2011

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00023	1		192960	04-Aug-11	FRED WEBER, INC	GOLF COURSE LOT REPAIR	02-61-71-9510-12601	236.00
00023	1		193510	22-Jul-11	FRED WEBER, INC	FERNWAY LN ROAD REPAIR	02-61-71-9510-12601	177.00
00023	1		191021	14-Jul-11	FRED WEBER, INC	PATCHING WILLIAMSBURG RD	02-61-71-9510-12601	413.00
00023	1		191150	15-Jul-11	FRED WEBER, INC	PATCHING WILLIAMSBURG RD	02-61-71-9510-12601	354.00
00023	1		191149	15-Jul-11	FRED WEBER, INC	PATCHING GOLF COURSE	02-61-71-9510-12601	21.51
00023	1		190961	13-Jul-11	FRED WEBER, INC	PATCHING FERNVIEW RD	02-61-71-9510-12601	236.00
00023	1		191898	18-Jul-11	FRED WEBER, INC	ASPHALT WILLIAMSBURG RD	02-61-71-9510-12601	295.00
00303	0		21020282	04-Aug-11	MISSOURI LAWYERS MEDIA	ADVERTISE RETAINING WALL BID	02-61-71-9510-12601	436.80
00065	1122		080111	01-Aug-11	PACE CREVE COEUR	DAUTEL ROAD IMPROVEMENTS	02-61-71-9510-11604	200,000.00

Sum of Invoices 202,169.31

GRAND TOTAL OF ALL INVOICES 416,820.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

**AN ORDINANCE REPEALING ORDINANCE NUMBER 4085 AND AUTHORIZING
THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR GRANITE CITY
FOOD AND BREWERY RESTAURANT LOCATED AT 11411 OLIVE BOULEVARD**

WHEREAS, under Section 405.360(C), all eating and drinking places in the “CB”, Commercial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, conditional use permit ordinance #4085, was approved by the City Council on May 29, 2007, to allow an 11,360 square-foot, full service restaurant at 11411 Olive Boulevard; and

WHEREAS, an application was submitted by Mr. Nick Fox of Fox Consulting, Inc., on behalf of Granite City Food and Brewery, to amend Ordinance #4085 to allow the expansion of the bar and installation of an outdoor patio at the existing restaurant at 11411 Olive Boulevard; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, July 5, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the improvements, subject to the conditions contained herein, at its meeting on July 5, 2011; and

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

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

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

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

Section 1: Ordinance #4085 is hereby repealed.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a restaurant located at 11411 Olive Boulevard, in the "CB" Core Business zoning district, within the "West Oak Shopping Center" development whose legal description is as follows:

A tract of land in U.S. Survey 1962, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County Missouri, being more particularly described as follows:

Beginning at a point on the Northern line of Olive Street Road (Missouri State Highway K (340)) at its intersection with the Southwestern line of property conveyed to Onyx Corporation by Deed recorded in Book 6883, Page 1587 of the St. Louis County Records; thence along said Northern road line South 89 degrees 56 minutes 23 seconds West, 418.54 feet to a point of curve; thence Northwestwardly along a curve to the right having a radius of 2,819.93 feet, an arc distance of 226.40 feet to a point of tangency; thence continuing along said road line, North 85 degrees 27 minutes 37 seconds West, 229.29 feet to a point being the most Eastern corner of right-of-way dedicated to St. Louis County by Deed recorded in Book 7823, Page 57 of the St. Louis County Records, thence along the Northeastern line of said dedication North 57 degrees 33 minutes 52 seconds West, 26.51 feet to the most Western corner thereof, said point being on the Northeastern line of Craig Road, 60 feet wide, thence along said Northeast line of Craig Road, North 29 degrees 40 minutes 07 seconds West, 700.28 feet to the Northwest corner of property conveyed to Caplaco Nine, Inc., according to Deed recorded in Book 8244, Page 2390; thence Northeasterly, along the Northwest line thereof, North 60 degrees 12 minutes 45 seconds East 531.96 feet to a point in the Southwest line of PARK WEST PLAT 5, a subdivision according to the plat thereof recorded in Plat Book 96, Page 30 of the St. Louis County Records; thence along said Southwest line, South 29 degrees 26 minutes 00 seconds East, 129.60 feet to the most Southern corner of Lot 136 of said Subdivision; thence along the Southeast line of PARK WEST PLAT 5, North 60 degrees 22 minutes 10 seconds East, 231.30 feet to its intersection with a line being the direct Northwestwardly prolongation of the Southwest line of property conveyed to Schrier by Deed recorded in Book 5812, Page 423; thence Southeastwardly along said line and along the Southwest line of PARK WEST PLAT 4, a Subdivision according to the plat thereof recorded in Plat Book 94, Page 1, along the Southwest line of PARK WEST PLAT 1, a Subdivision according to the plat thereof recorded as Daily NO. 204 on May 16, 1958, along the Southwest line of PARK WEST PLAT 2, a subdivision according to the plat thereof recorded in Plat Book 86, Page 46 and along the Southwest line of property conveyed to Onyx Corporation, as aforementioned, South 29 degrees 24 minutes 48 seconds East, 1050.40 feet to the point of beginning and containing 16.047 Acres.

Section 3: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. This Conditional Use Permit shall be for the operation of an 11,916 square-foot, full service restaurant with a maximum of 303 seats, up to 28 of which may be located in an outdoor patio, subject to Section 405.470.13 of the City of Creve Coeur Zoning Code.

2. Said use shall be located in the lease unit currently addressed as 11411 Olive Boulevard within the West Oak Shopping Center development.
3. The exterior of the existing structure may be altered to include an expanded bar area and outdoor patio in substantial conformance with the construction drawings titled "Patio Addition and Bar Extension" issued by GHA Architects on May 25, 2011, and elevation and landscaping drawings dated June 15, 2011.
4. Any new site coverage resulting from the building alternations permitted by this ordinance shall be offset by an equal or greater area of new greenspace located elsewhere on the property, subject to the review and approval of the Zoning Administrator.
5. The hours of operation shall be: 11:00 a.m. to 11:00 p.m. Monday through Thursday; 11:00 a.m. to Midnight Friday; 9:00 a.m. to Midnight Saturday; and 10:00 a.m. to 10:00 p.m. Sunday.
6. Additional business hours are permitted with the Zoning Administrator's approval. Business hours can be approved for the catering of special events.
7. Outdoor speakers may be used in the patio area only and shall not produce any sound exceeding 60dB at a straight-line distance of 100 feet or greater.
8. Employee parking, delivery and company vehicles shall be parked in the parking area located behind the building.
9. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
10. There shall be no outdoor storage or long-term placement of any materials or equipment including, but not limited to, storage of outdoor tables, chairs, umbrellas, gas tanks, and milk crates.
11. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
12. Any mechanical equipment installed for the site shall be properly screened with approved materials.
13. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
14. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
15. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
16. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

BILL NO. 5319

ORDINANCE NO. _____

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

Section 5: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

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
#11-015 TO REPEAL ORDINANCE NUMBER 4085 AND REPLACE WITH A
NEW CONDITIONAL USE PERMIT FOR GRANITE CITY BREWERY
LOCATED AT 11411 OLIVE BOULEVARD**

FOR THE MEETING OF: June 20, 2011

LOCATION: 11411 Olive Boulevard

REQUEST:

Nick Fox, of Fox Consulting, on behalf of Granite City Food and Brewery, has submitted a request to amend their conditional use permit for an outdoor dining area, and an expansion of the seating in the bar area. The property is located at 11411 Olive Boulevard within the West Oak Shopping Center (see attached map), north of Olive Boulevard and east of Craig Road, and is currently zoned "CB" Core Business District.

ADDITIONAL INFORMATION:

All eating and drinking places are permitted by condition use permit in the "CB" Core Business District [Section 405.370(C)(1)(g)]. Ordinance No. 4085 authorizing the conditional use permit for Gateway City (now referred to as Granite City) Food and Brewery requires that any future enlargement, extension, expansion or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission.

Key Issues:

- Does the request integrate with the existing permitted use?
- Does the request further the goals and/or implement the Comprehensive Plan?

Comp. Plan References

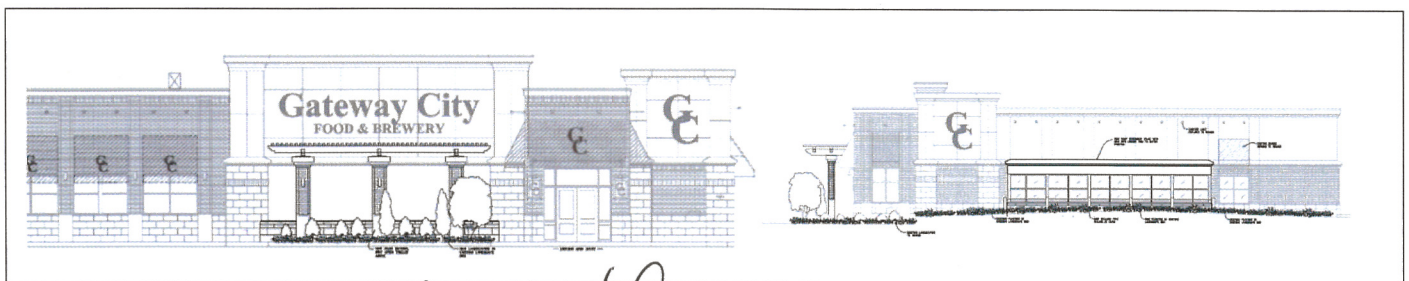
- Health and Connectivity Goals
- Central Business District
- Design Guidelines: Streetscape/Pedestrian Orientation

Zoning Code References

- Section 405.370 "CB" Core Business District
- Section 405.470 Conditional Uses
- Section 405.610 Non-Conformities
- Section 405.820 Required Off-Street Parking Spaces

APPLICANTS: Nick Fox
Fox Consulting, Inc.
6324 Mac Arthur Drive
Woodridge, IL 60517

OWNER: Granite City Food & Brewery
5831 Cedar Lake Road
Saint Louis Park, MN 55416



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

6/16/2011
Date

ATTACHMENTS: Applicant's building plans dated May 25, 2011, and revised elevation and landscaping drawings received June 15, 2011
Draft Ordinance
Ordinance No. 4085

INTRODUCTION

Dunham Capital Management received a conditional use permit (Ordinance No. 4085) for what was then referred to as Gateway City Food and Brewery on May 29, 2007. The conditional use permit was for the operation of an 11,360 square-foot eating and drinking establishment with a maximum seating of 300 seats. Hours of operation were limited to 11:00 a.m. to 10:00 p.m., Monday through Thursday, Friday and Saturday 11:00 a.m. to midnight, and Sunday 10:00 a.m. to 10:00 p.m.

Nick Fox, of Fox Consulting, on behalf of Granite City (GC's) Food and Brewery, has submitted a request to amend the conditional use permit for an outdoor patio and dining area, and an expansion of the seating in the bar area. The proposed exterior patio along the west façade will add 476 square feet of dining area, and the interior bar area bump-out along the south façade will add an additional 80 square feet of space, for a total of 556 square feet of new floor area, for a total of 11,916 square feet. Existing seating within the restaurant is 287. The proposed remodel will reconfigure the interior seating and add an additional 16 seats for a total of 303 seats for the restaurant, of which 28 seats are for the outdoor patio area. The applicant's seating tabulation is below:

SEATING TABULATIONS				
Granite City—Creve Coeur, MO 05-27-11				
BAR		EXISTING	EXISTING TO BE REMOVED	NEW
	TYPE	# SEATS		
	BAR STOOLS	15	15	15
	4 TOP TABLES	8	8	20
	8 TOP TABLES	—	—	8
	4 TOP BOOTHS	28	24	20
DINING	6 TOP BOOTHS	6	—	—
	TOTALS	57	47	63
	4 TOP TABLES	92	72	52
	6 TOP TABLES	60	—	—
	6 TOP BOOTHS	30	30	—
	4 TOP BOOTHS	48	—	—
PATIO	2 TOP TABLES	—	—	14
	8 TOP TABLES	—	—	8
	TOTALS	230	102	74
	4 TOP TABLES	—	—	28
	TOTALS	287	—149	165
	138 REMAINING + 165 NEW = 303 FINAL SEATS			

The proposed patio will require the partial removal of the landscaped planter area on the west façade, and the interior bar extension will encroach into the existing green space on the south façade.

GC's Food and Brewery is also seeking a change in operating hours from 11:00 am to 10:00 pm Monday through Thursday to 11:00 am to 11:00 pm Monday through Thursday, and extending Saturday's hours by two hours in the morning to 9:00 a.m. to midnight. Friday and Sunday hours will remain the same. The property is located at 11411 Olive Boulevard within the West Oak Shopping Center (see attached map), north of Olive Boulevard and east of Craig Road, and is currently zoned "CB" Core Business District. Because the original ordinance references

outdated sections of the City's Code of Ordinances, Staff is recommending a repeal of the existing ordinance and replacing it with a new conditional use permit.

BACKGROUND AND ZONING HISTORY

West Oak Square is located northeast of the intersection of Olive Boulevard and Craig Road. The first phase of West Oak Square was built in 1978 and the existing facility was fully built around 1980. The shopping center includes a 73,000 square foot grocery as the primary anchor and 56,000 square feet of retail area. The overall development is legally pre-existing, with non-conforming site coverage and parking.

In October 2009, Mr. Cunningham, of Caplaco Nine, Inc., the owners of West Oak Square Shopping Plaza, received approval for a 15% reduction in the required number of parking spaces for the plaza based on the dynamics that typically result in a shopping center whereby the center as a whole needs less parking than the sum of the individual uses. A parking study was conducted on behalf of Caplaco Nine, Inc., that studied a maximum occupancy scenario wherein the maximum amount of floor area allocated to restaurants was assumed. GC's Food and Brewery was within the mix of uses assumed by the study.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Assisted living facility and single family residences	"CB" Core Business and St. Louis Co. R-3 Residential	N/A
South	Office buildings	"PO" Planned Office	Olive Boulevard
East	Single residences and general retail	St. Louis Co. R-3 Residential and "CB" Core Business	N/A
West	Office buildings and general retail	"CB" Core Business	Craig Road

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District that encourages a mix of uses, including retail, residential, government, and park uses. While the overall site does not meet with the goals of the Comprehensive Plan for any future development within the Central Business District area, this request furthers the existing structure toward the intent of the Comprehensive Plan by providing for outdoor amenities. The goals listed under the Community Health and Connectivity of the Comprehensive Plan include requiring new commercial, institutional, and multi-family development or redevelopment to include public amenities such as pedestrian connections, bicycle facilities, public sitting/gathering areas, and open space, as appropriate (page 22).

The Design Guidelines further encourage visually interesting building facades, and activities should be maintained and/or established to engage pedestrian interest, such as primary entrances and display windows. Outdoor seating and dining areas that face the street is also encouraged (page 5). The proposed outdoor dining does provide an improvement that brings the site further along the intent of the Design Guidelines than the existing façade.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing a tenant space on a preexisting, legally non-conforming site. Ordinance No. 4085 authorized the conditional use permit for Gateway City Food and Brewery in 2007 requires that any enlargement, extension, expansion or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a building permit for the enlargement, expansion or alteration may be issued.

Use Intensity:

Section 405.470.13.b. limits restaurants to no more than 25% of the building square footage collectively. Restaurants operating within the center are Chipotle Mexican Grill, Pizza Hut-Take Out, Crazy Bowls & Wraps, Einstein's Bagels, Jimmy John's and Granite City Food & Brewery. The current restaurant square footage is 17% of the West Oak Shopping Center development. The proposed project will increase the square footage of restaurant space by less than 0.5% of the total development, well within the 25% allowed.

Site Coverage:

The proposed patio will require the partial removal of the landscaped planter area on the west façade. Section 405.120 defines *site coverage*: *The area of a non-residential site which is covered by buildings, driveways, parking lots, loading areas, but excluding landscaped and green spaces, plaza, pedestrian circulation and unpaved buffer areas.* The proposed outdoor dining area is categorized as an exclusion of coverage, and thus do not represent additional site coverage on the property. The plantings to be removed do not include any large scale trees or significant large scale plantings.

However, the extension of the bar area will increase the coverage by approximately 80 square feet, by extending the structure into the green space along the south façade. Section 405.610 Non-Conformities states that a non-conforming use shall not be extended, expanded or enlarged or increased in intensity. As the property has pre-existing, non-conforming site coverage, the applicant is proposing to remove a parking space equivalent in size to the square footage of the extension of approximately 80 square feet (one parking space, equals to one-to-one in square feet) at the south east corner. Therefore, the draft ordinance includes a condition for the removal of coverage to this effect.

Parking:

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area.

As discussed earlier, West Oak Square Shopping Center received approval for a 15% reduction in the required number of parking spaces necessary. The total parking required for all current uses within the center is 795 parking spaces, leaving a surplus of 133 spaces available on site. This calculation included the prior approved maximum of 300 seats for GC's Food and Brewery. The proposed renovations will create a total maximum seating of 303, with 28 of those for the outdoor patio, therefore no significant impact on the parking is expected. Nor should there be any impact from the removal of a parking space to off-set the coverage related to the non-

conformity. Further, on several site visits throughout the year, staff has observed plenty of parking available on-site at any given time.

Signs:

The drawings submitted by the applicant shows new signage on the west façade. The applicant has indicated that he is not aware of a request to change the existing sign, and no sign application has been submitted at this time. The review and approval of the conditional use permit for proposed outdoor dining area and expansion of the bar area does not constitute approval of any signage.

FORM OF THE DRAFT ORDINANCE

The draft ordinance is generally in keeping with the original ordinance, approved on May 29, 2007. Since the proposed expansion is entirely within the existing development, and therefore generally governed by the site development plan for the West Oak Shopping Center, the draft ordinance does not contain a section relating to site development plan conditions, beyond the requirement of removal of coverage to off-set the bar area expansion.

Conditions discussed within the staff report which are included in the draft ordinance include:

1. The Conditional Use Permit shall be for the operation of 11,916 eating and drinking establishment at 11411 Olive Boulevard
2. Maximum seating permitted is limited to 303 seats, including a maximum of 28 seats for outdoor dining.
3. Hours of operation shall be 11:00 a.m. to 11:00 p.m. Monday through Thursday, Friday 11:00 a.m. to Midnight, Saturday 9:00 a.m. to Midnight, and Sunday 10:00 a.m. to 10:00 p.m.
4. The building remodel shall be consistent with the building plans dated May 25, 2011, and revised elevation and landscaping drawings received June 15, 2011.
5. A site plan shall be submitted indicating the removal of coverage in the parking area at a one-to-one ratio of the new area of coverage created.

ACTION

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

MOTION

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

“I move to recommend approval of the Conditional Use Permit for the Granite City Food and Brewery submitted with Application #11-015, subject to the conditions contained in the draft ordinance attached to the staff report dated June 20, 2011” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

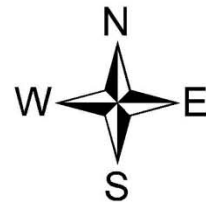
Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL MAP



Legend

-  City Limit
-  Property Lines
-  West Oak Shopping Center 11411 Olive Boulevard



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 06/14/2011
 A photograph showing the south portion of the west façade of the GC's Food & Brewery building. The building has a light-colored stone base and a red brick upper section. A large red 'GC' logo is mounted on the wall above the entrance. The words 'FOOD & BREWERY' are displayed in red lettering. A dark brown awning with the 'GC' logo is over the entrance. Two people are standing in the parking lot in the foreground.	Description: View of the south portion of the west façade where the proposed new outdoor dining area shall be placed.
 A photograph showing the west façade of the GC's Food & Brewery building from a distance, looking east from the parking area. The building features the 'GC' logo and 'FOOD & BREWERY' signage. Several cars are parked in the lot, and a tall light pole is visible.	Description: View of the west façade looking east from the parking area.
 A photograph showing a view looking northwest at the main entrance to the GC's Food & Brewery restaurant. The entrance is framed by a dark brown awning with the 'GC' logo. The building's exterior is a mix of light stone and red brick. A landscaped planter area with green shrubs is in the foreground.	Description: View looking northwest at the main entrance to the restaurant where the proposed patio will be placed, requiring removal of some of the landscaped planter area.

	Description: View of the west façade looking northwest from the sidewalk at the southwest corner of the building.
	Description: View of the south façade from the entrance into the bank. The expansion of the bar will extend two feet by 40 feet in front of the existing windows.
	View along the south façade and the green space that the bar area expansion will encroach upon.



Description: View looking southwest from the main entrance of the building out to the parking lot.

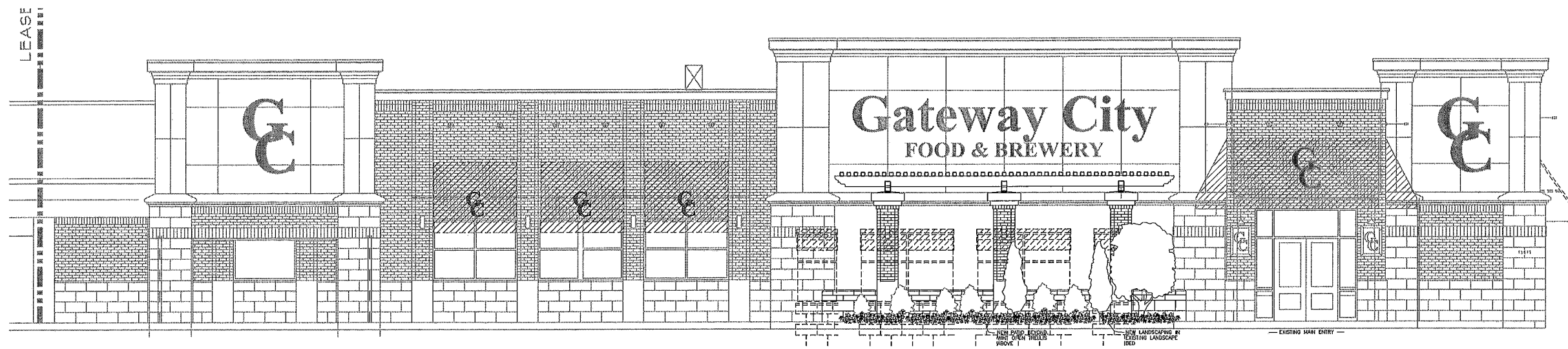


Description: View looking west from GC's.

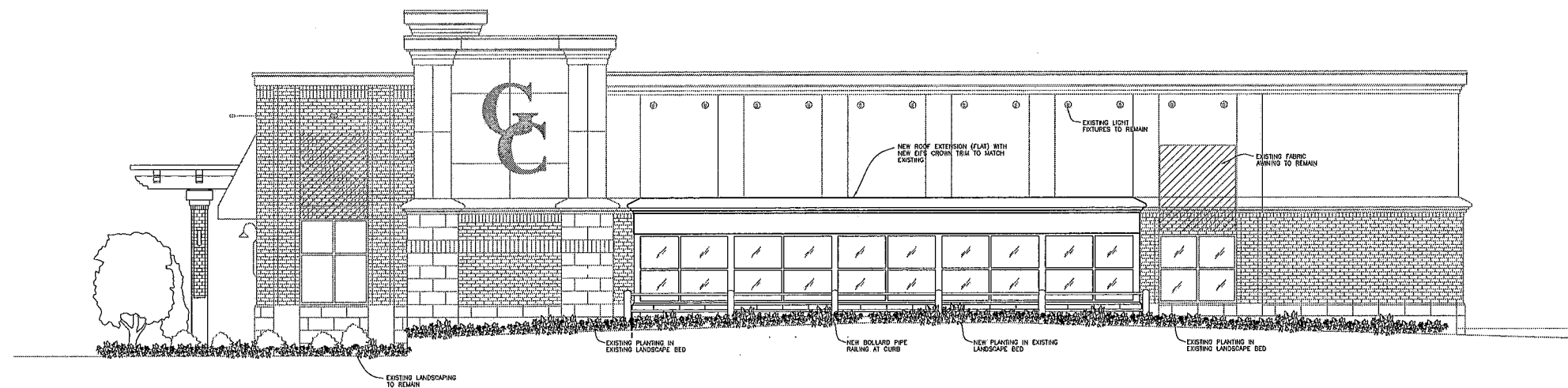


ELEVATION AT PATIO
SCALE: Not to Scale

RECEIVED
JUN 15 2011
PLANNING DEPT.



ELEVATION AT PATIO
SCALE: Not to Scale

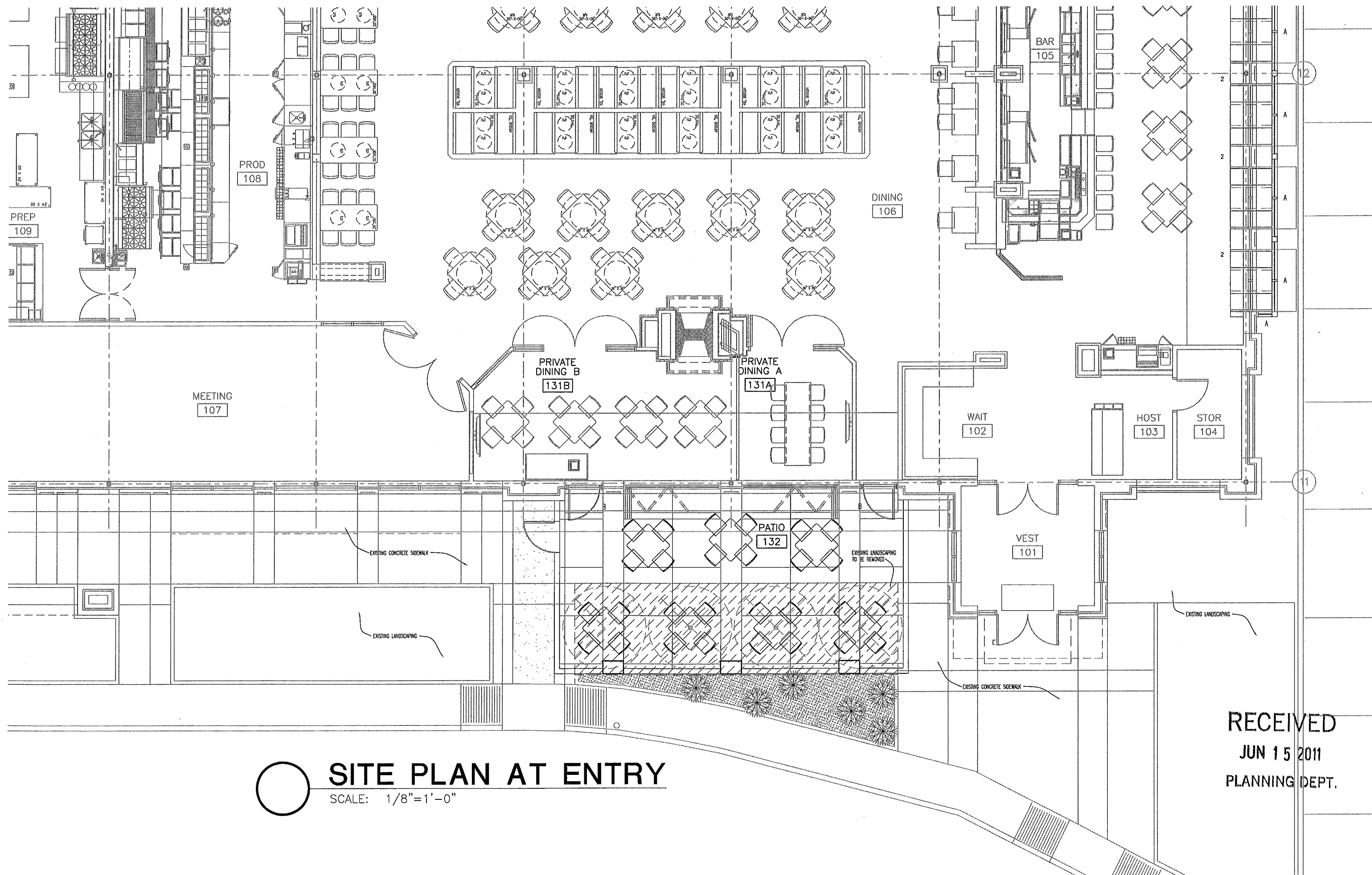


ELEVATION AT BAR EXTENSION
SCALE: Not to Scale

**Granite City
Food & Brewery**

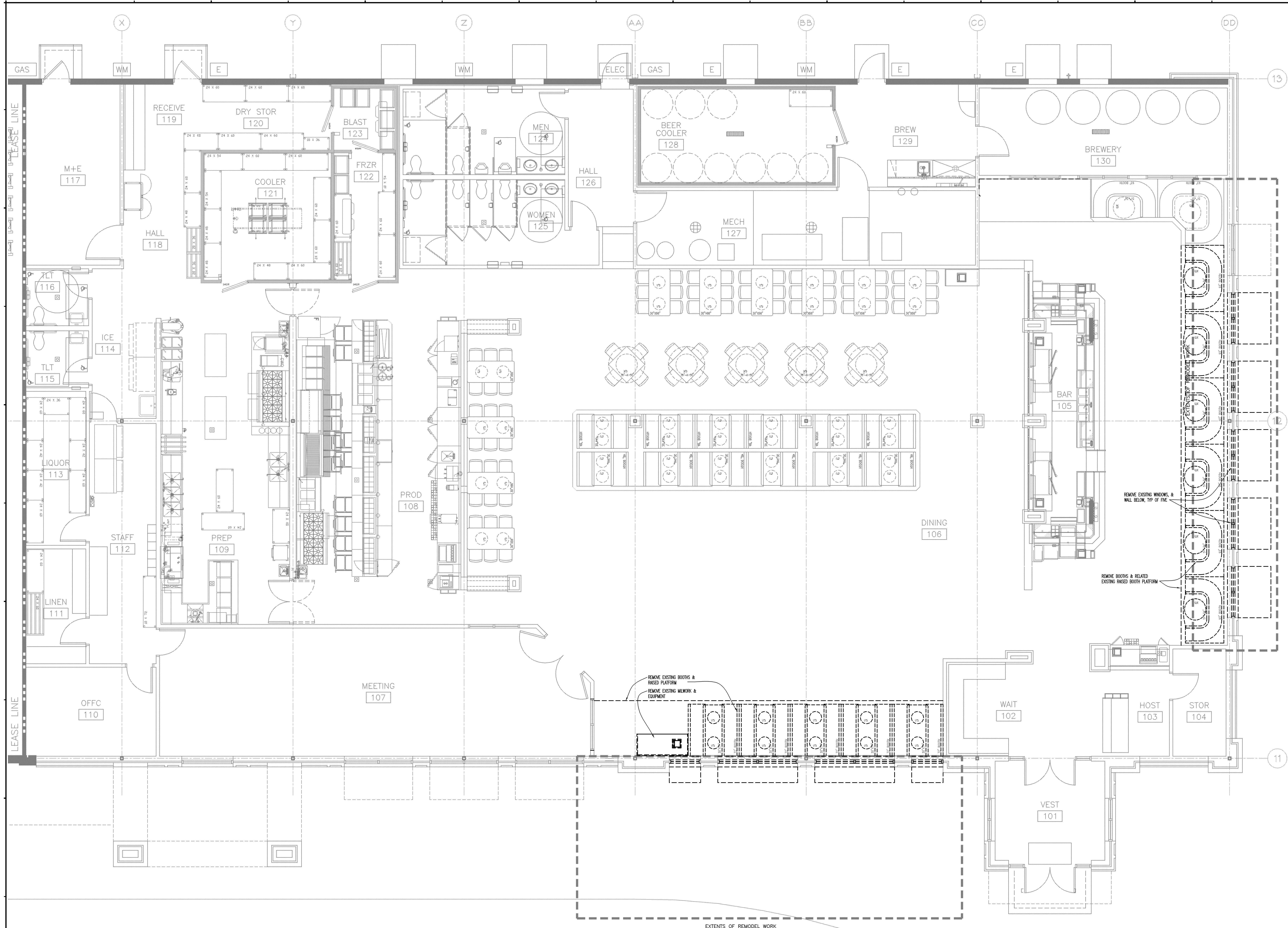
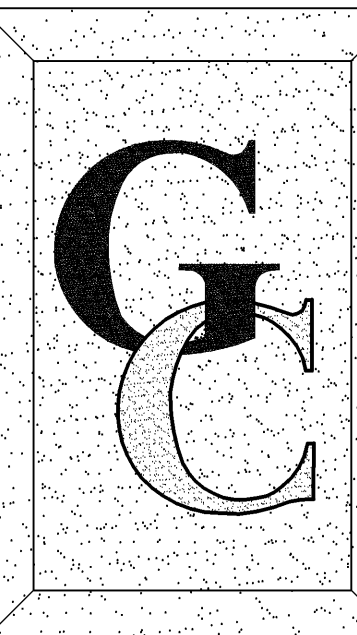
Creve Coeur, MO
Elevation at New Patio
06-15-11

RECEIVED
JUN 15 2011
PLANNING DEPT.

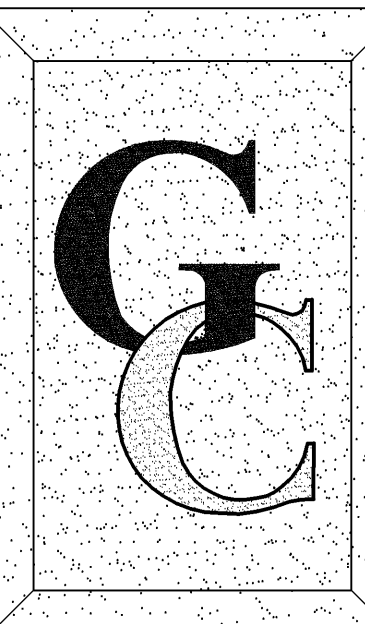


SITE PLAN AT ENTRY
SCALE: 1/8"=1'-0"

RECEIVED
JUN 15 2011
PLANNING DEPT.



01 EXISTING CONDITIONS / DEMO FLOOR PLAN
SCALE: 1/4"=1'-0"



**GRANITE CITY
FOOD & BREWERY**

DO NOT SCALE DRAWINGS
CONTRACTOR TO VERIFY
ALL EXISTING CONDITIONS AND
DIMENSIONS-NOTIFY ARCHITECT
OF ANY DISCREPANCIES PRIOR TO
BEGINNING CONSTRUCTION

NO REVISION

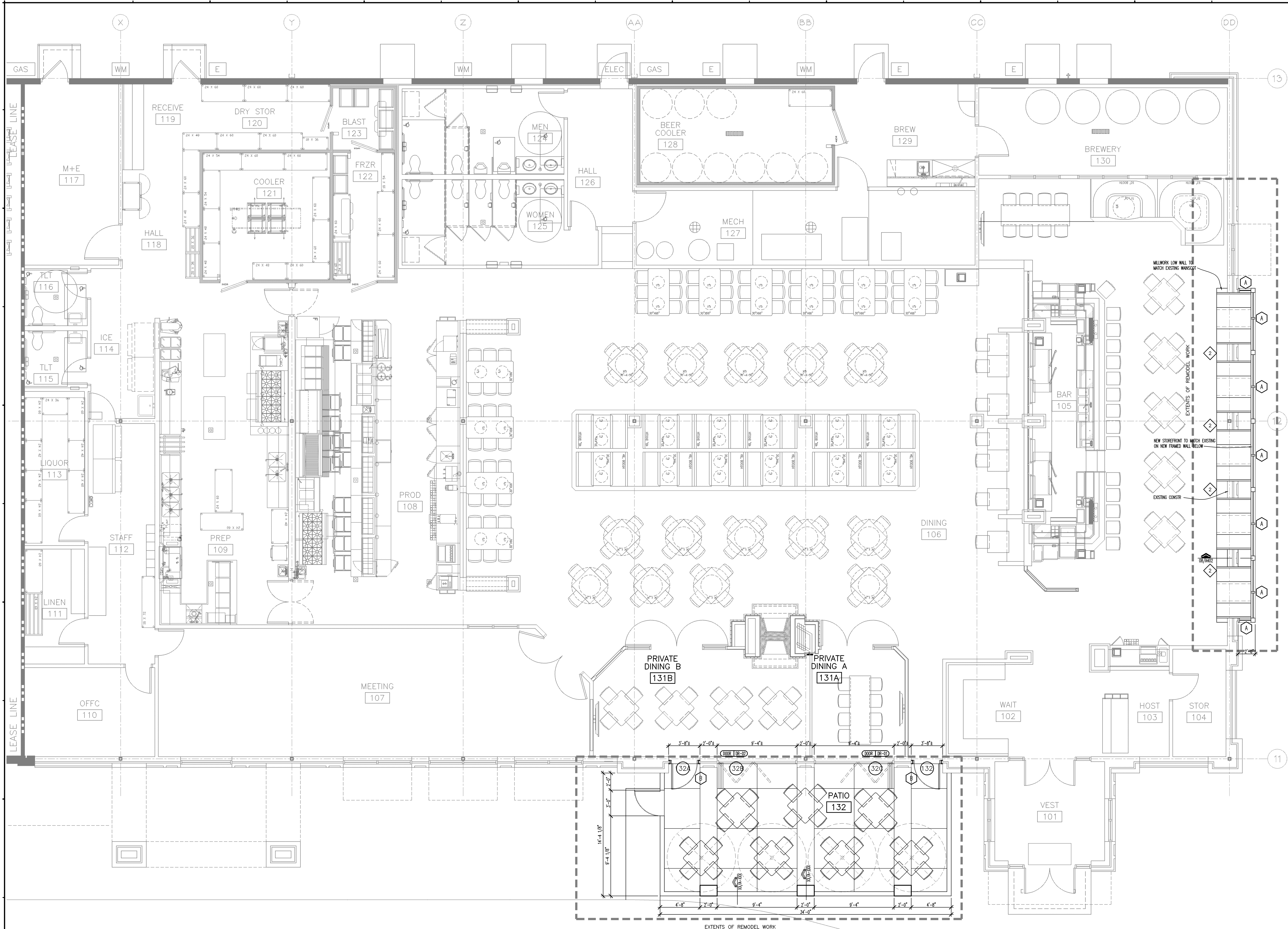
ISSUE FOR PERMIT 05-25-11
DESIGN DEVELOPMENT ISSUE DATED 04-28-11

PROJECT NUMBER
110299

SHEET NUMBER

A102

ORIGINAL ISSUE DATE -
DATE OF THIS PRINTING - May 25, 2011



02 PROPOSED FLOOR PLAN

SCALE: 1/8"=1'-0"

BILL NUMBER 5078

ORDINANCE NUMBER 4085

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR AN EATING AND DRINKING ESTABLISHMENT FOR GATEWAY CITY FOOD AND BREWERY LOCATED AT 11411 OLIVE BOULEVARD, NORTH OF OLIVE BOULEVARD, EAST OF CRAIG ROAD, AND ZONED 'CB' CORE BUSINESS DISTRICT

WHEREAS, application was made by Mr. Wade Behm with Dunham Capital Management for a Conditional Use Permit under the City's Zoning Ordinance to operate an eating and drinking place, located at 11411 Olive Boulevard, zoned CB, Core Business District, and

WHEREAS, under Section 26-43.3(g), all eating and drinking places require the issuance of a Conditional Use Permit as provided in Section 26-114, and

WHEREAS, on April 16, 2007, the Planning and Zoning Commission of the City of Creve Coeur, by unanimous vote recommended approval of said application and accompanying site development plan on certain conditions as per Section 26-114.4(b), and

WHEREAS, a public hearing was held by the Creve Coeur City Council on Monday, May 14, 2007, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the Conditional Use Permit as provided by Section 26-114.4(c), and

WHEREAS, notice of publication for said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian on April 27, 2007 and in the West County Journal the week of April 30, 2007, newspapers of general circulation in the City of Creve Coeur, and

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

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

- (a) Complies with all applicable provisions of the Zoning Code including Environmental Performance Standards presented in Section 26-64, the criteria in Section 26-52, and the standards regarding yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs;
- (b) Will contribute to and promote the community welfare and convenience at the specific location;
- (c) Will not cause substantial injury to the value of neighboring property;
- (d) Acknowledge the City's Comprehensive Plan and any applicable neighborhood or sector plans and comply with other applicable zoning district regulations and provisions of the Zoning Code.
- (e) Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in the Zoning Code.
- (f) Will be compatible with the surrounding area and thus will not impose an excessive burden or have a substantial negative impact on surrounding or adjacent users or on community facilities or services.

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a 11,360 sq. ft. eating and drinking place addressed as 11411 Olive Boulevard, zoned 'CB' Core Business District, as shown on the Site Development Plan, received by the Department of Community Development on March 8, 2007, subject to the conditions stated in Section 2.

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

1. This Conditional Use Permit shall be for the operation of an 11,360 sq. ft. eating and drinking establishment subject to Section 26-52.13 of the City of Creve Coeur Zoning Code.
2. Said use shall be located on the property currently addressed as 11411 Olive Boulevard.
3. The maximum seating permitted is limited to 300 seats, as defined by the City's Zoning Ordinance.
4. The hours of operation shall be from 11:00 a.m. to 10:00 p.m. Monday through Thursday, Friday and Saturday 11:00 a.m. to 12:00 p.m., and Sunday 10:00 a.m. to 10:00 p.m.
5. The floor plan for the proposed restaurant shall be filed with the City's Zoning Administrator showing the type and location of all equipment, furniture, seating capacity, and other information which may be requested by the building official.
6. All signs for the restaurant must be in conformance with the City's sign regulations, and permits must be obtained for the erection or modification of any sign on the premises. Banners, pennants, fringe, light pinwheels or other similar devices for attracting attention may be displayed only in conformance with the City's current sign regulations. Exposed neon signs shall only be used in conformance with the current sign regulations of the City of Creve Coeur.
7. There shall be no outdoor storage or placement of any materials or equipment used in conjunction with the restaurant, including but not limited to storage of outdoor tables, chairs, umbrellas, gas tanks, and milk crates.
8. Any mechanical equipment installed for the restaurant shall be properly screened with approved materials.
9. Additional business hours are permitted with the Department of Community Development's approval. Business hours can be approved for the catering of special events.
10. Employee parking, delivery and company vehicles shall be parked in the parking area located behind the building.
11. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
12. All new, modified or altered overhead utilities servicing the subject tenant space shall be placed underground.
13. The seating area must have sufficient proper signs to comply with the "No Smoking" Ordinance Number 1392 and amending Ordinance Number 1548.
14. A copy of all herein attached conditions shall be furnished by the owner or petitioner to the operator(s) or manager(s) including successive operator(s), owner(s) or manager(s) who shall forward to the Zoning Enforcement Officer an acknowledgement that he or she has read and understood each of these conditions and agrees to comply therewith. Failure to comply with this provision shall not excuse anyone from these conditions.
15. All conditions contained within this permit shall be posted upon the properties in such a manner that it is visible to the public and the operator of said facilities.
16. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
17. No Conditional Use Permit granted by the City Council shall be valid for a period longer than one year from the date it grants the Conditional Use Permit, unless within such period: (1) a Building Permit is obtained and construction is begun; or (2) if a Building Permit is not required, an Occupancy Permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
18. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for

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

19. The use of outdoor speakers for the amplification of music and spoken word is prohibited.
20. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.

Section 3: The Site Development Plan shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The applicant is required to submit Building Plans to the Building Division for review, as required by Section 26-116 of the Zoning Ordinance.
2. The applicant shall submit Improvement Plans to the Department of Public Works for review and approval, as directed by Section 26-60 of the Zoning Ordinance.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance.

Section 5: This ordinance shall become effective 15 days after adoption by the City Council and the signing thereof by the Mayor.

Adopted this 29th day of May, 2007.


DAVID KREUTER
PRESIDENT OF CITY COUNCIL

Approved this 29th day of May, 2007.


HAROLD L. DIELMANN
MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

June 20, 2011

Creve Couer Planning and Zoning Commission Meeting

RE: Request to amend Conditional Use Permit for the Granite City Food and Brewery West Oak Shopping Center, 11411 Olive Boulevard, Creve Couer, MO 63141

Do to the nature of the request and the proximity of my residence which backs up to the Granite City Food and Brewery restaurant I herby request that a sound wall be placed between my residence and the Granite City Food and Brewery restaurant to decrease the inevitable noise from restaurant patrons sitting at the outdoor patio complex. Currently I must endure the early morning hour trash trucks bagging the large metal trash bins throughout the week. I wish to not have to endure evening and night hours with more noise than is necessary. This in my opinion is not an unreasonable request which allows the restaurant to expand business without inhibiting my ability to obtain rest in my home.

Thank you,

Sincerely,

A handwritten signature in black ink, appearing to read "Dwayne Maxam". The signature is fluid and cursive, with the first name "Dwayne" and last name "Maxam" clearly distinguishable.

Dwayne Maxam
3 Nassau Circle
St. Louis, MO 63146



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
TUESDAY, JULY 5, 2011
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Tuesday, July 5, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 Mr. Barry Glantz
 Ms. Cynthia Kramer - Absent
 Mr. Jim Schnarr
 One vacancy

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner
 Ms. Julie Lowery, Recording Secretary

NEW BUSINESS

Application #11-015: A request to repeal Ordinance #4085 and replace with a new conditional use permit for the Granite City Brewery located at 11411 Olive Boulevard to allow an outdoor patio and expansion of the inside bar area.

Applicant/Agent: Nick Fox
Fox Consulting, Inc
6324 Mac Arthur Drive
Woodridge, IL 60517

Nick Fox, Granite City Food and Brewery, has submitted a request to amend their conditional use permit for an outdoor dining area, and an expansion of the seating in the bar area. Whitney Kelly, City Planner, summarized the project and presented the staff report on behalf of the City of Creve Coeur. The proposed exterior patio along the west façade will add 476 square feet of dining area, and the interior bar area bump-out along the south façade will add an additional 80 square feet of space, for a total of 556 square feet of new floor area, for a total of 11,916 square feet. Existing seating within the restaurant is 287. The proposed remodel will reconfigure the interior seating and add an additional 16 seats for a total of 303 seats for the restaurant, of which 28 seats are for the outdoor patio. The proposed patio will require the partial removal of the

landscaped planter area on the west façade, and the interior bar extension will encroach into the existing green space on the south façade.

Mr. Fox had no additional comments to offer.

No comments or questions from the audience.

Comments and questions from Commission members. Mr. Eberhardt asked where the patio was and Mr. Fox stated it is on the west side of the building. Mr. Eberhardt was also concerned with the amount of parking available, but this does not pose a serious problem. Mr. Glantz wanted to know if the brewery would require a pedestrian walkway or crosswalk, and Mr. Fox explained the masonry wall on the patio was enclosed with no exit directly to the parking lot, so all customers will have to travel back inside the restaurant to exit.

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

(This ends the Public Hearing; see verbatim transcript for further information)

The motion was made by Mr. Schnarr to recommend approval of the conditional use permit for the Granite City Food and Brewery submitted with Application #11-015, subject to the conditions contained in the draft ordinance attached to the staff report dated June 20, 2011. Mr. Glantz seconded the motion with the resultant vote as follows:

Mr. Glantz – aye
Mr. Schnarr – aye

Dr. Barton – aye
Chair – aye

Mr. Eberhardt – aye

ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 9:24 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, JULY 5, 2011

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Dr. Michael Barton

Mr. Gary Eberhardt, Vice Chair

Mr. Barry Glantz

Mr. Jim Schnarr

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, AICP, Director of Community Development

Ms. Whitney Kelly, AICP, City Planner

Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR

4772 Gatesbury Drive

St. Louis, MO 63128

(314)487-2259

CHAIRMAN MADDEN: Moving along. Public hearing
for application request to repeal Ordinance No. 4085 and
replace with a new conditional use permit for the Granite
City Brewery located 11411 Olive Boulevard to allow an

Page 1

5 outdoor patio and expansion of the inside bar area.

6 (Whitney Kelly and Nick Fox were sworn by the
7 court reporter.)

8 CHAIRMAN MADDEN: State your name and address,
9 please.

10 Are you going first, Whitney?

11 MS. KELLY: Yeah, I'll go first.

12 Whitney Kelly, City Planner.

13 Nick Fox on behalf of Granite City Food and
14 Brewery has submitted a request to amend the conditional
15 permit for an outside patio area, as well as expansion of
16 seating in the bar area.

17 The exposed patio will add an additional 476
18 square feet and the interior bar bump-out will also add an
19 additional 80 square feet for a total of 11,916 square
20 feet.

21 The total seating will add -- will be 303 seats.
22 Currently conditional use permit that was approved in 2007
23 was a total of 300 seats.

24 We're asking to repeal that conditional use
25 permit since it references old versions of the Code and

1 replace it with the current draft ordinance within your³⁵
2 packet.

3 The bar area will require removal of a planter
4 area in front of -- along the west facade. However,
5 because it's an outdoor dining area, it does not add to
6 the coverage.

7 The bump-out along the south facade will add
8 coverage to a site that is legally pre-existing
9 non-confirming in site coverage, and as a result, the

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10 property owner has agreed that they would remove a parking
11 space in the back corner that is an area equivalent to
12 space that will be added by the bar area.

13 The site also has a pre-existing non-conforming
14 in parking. They received a variance for 15 percent
15 parking reduction that left 133 spaces beyond the required
16 parking.

17 When the parking study was conducted, it did
18 include the 300 seats of the Granite City, and this should
19 not add any problem, there's plenty parking spaces on
20 site.

21 The Comprehensive Plan does talk about adding
22 street amenities and outdoor dining facilities, and
23 creating a pedestrian environment, which this does bring
24 that property further into compliance with.

25 Section 405.470 limits restaurants to no more

1 than 25 percent of the building square footage, and 36
2 currently they have a -- restaurant make-up 17 percent,
3 and with this additional increase in square footage it
4 would be less than .5 percent, so we don't see a problem
5 there.

6 And we have included the condition to submitting
7 a site plan for the parking space for the bump-out that is
8 part of the draft ordinance.

9 There was a neighborhood letter that was
10 submitted for the prior meeting, and I have included in
11 your packet.

12 They had talked about noise. We did include a
13 condition that would limit noise to current St. Louis
14 County Ordinance of 60 decibels and 100 feet or more, and
15 the -- and would limit any outdoor music to the patio in

16 front of the building, so there would be -- the building
17 would be between it and the residences.

18 The applicant is here to answer any questions,
19 and that's pretty much all I have.

20 CHAIRMAN MADDEN: Thank you.

21 Any questions for Whitney before she goes?

22 Okay. Mr. Fox.

23 MR. FOX: Yes, sir.

24 CHAIRMAN MADDEN: State your name and address,
25 please.

1 MR. FOX: Nick Fox, 6324 Mac Arthur Drive, 37
2 Woodridge, Illinois.

3 CHAIRMAN MADDEN: Any questions for Mr. Fox?

4 If there's anybody in the audience that has a
5 comment.

6 I don't see anything there.

7 Mr. Eberhardt.

8 MR. EBERHARDT: I have a question. As I
9 understand it, this -- this outdoor area is going to be on
10 the south side of the building, is that correct, between
11 where the bank is now and --

12 MR. FOX: No, sir, it will be on the west side,
13 on the parking lot side.

14 The bump-out for the bar area's just 2 foot
15 addition that'll be on the bank side. It'll be within the
16 area from the curb to the building on the bank side.

17 MS. KELLY: This is the current west side
18 facade. The main entrance here from the parking lot here,
19 and they would be removing these windows and remodeling to
20 door and creating the outdoor patio within this area right

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21 here.

22 MR. EBERHARDT: So that's in front?

23 MS. KELLY: That's in front.

24 MR. EBERHARDT: Okay.

25 MS. KELLY: You can see where the bank would be

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1 over this side over here.

2 MR. EBERHARDT: Okay. The only other question I
3 have at the moment is that staff has indicated that on
4 several site visits you observed plenty of parking
5 available on the site.

6 MS. KELLY: Yes, sir.

7 MR. EBERHARDT: I go to the GC facility
8 frequently, particularly on Sundays for bunch, and it's
9 packed. I have a terrible time finding a place to park.

10 I don't know how often that occurs, but I've
11 tried to get there in the evening, and finally have to
12 park on the bank parking lot. I have problems finding a
13 place to park there when I come. Maybe it's just the time
14 that I go.

15 CHAIRMAN MADDEN: Whitney's not working Sundays
16 and checking this out?

17 MS. KELLY: No, sir. Haven't visited the site
18 on a Sunday.

19 It was lunchtime during the week, mid afternoon
20 during the week is when I've seen -- been on the site.

21 MR. EBERHARDT: As I say, it seems to me the
22 parking area in the front of building and on the bank side
23 of the parking lot, when the bank is closed, is typically
24 filled up on the evenings as well. Maybe you haven't
25 experienced that, but I have.

1 MR. SCHNARR: That's a good thing.

2 MR. EBERHARDT: It's a good thing for the
3 business, I'm sure. I guess I'm just concerned that we're
4 adding some more spaces and we're -- well, it just seems
5 to me we still have a parking problem. Maybe I'm wrong.

6 MS. KELLY: Well, the parking study that was
7 approved indicated that 133 spaces of surplus parking, and
8 that included the maximum of 300 seats for GC's, and this
9 would be adding -- it would only increase it by 303, so by
10 three seats.

11 MR. EBERHARDT: That's for the entire center,
12 correct?

13 MS. KELLY: Yes.

14 MR. SCHNARR: So you're only talking about
15 adding three places.

16 MS. KELLY: 3 feet, which for thousand square
17 feet of restaurant space -- I'm sorry for every four seats
18 in the restaurant, it's one parking space, and for an
19 outdoor dining, it's for every eight outdoor dining seats,
20 it's one parking space, so 28 of the seats of the 303
21 would be the outdoor dining area.

22 CHAIRMAN MADDEN: Mr. Glantz.

23 MR. GLANTZ: I think part of issue with that
24 center is -- is that the park -- the way the whole thing
25 is configured, the parking is probably not very

1 convenient.

2 It's there, it's probably just in the middle of
3 parking lot, but it's not very convenient.

4 My comment or question is I liken this proposal
5 similar to the proposal that I guess we did a few months

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ago for Dierbergs.

MS. KELLY: Uh-huh.

MR. GLANTZ: Did we, and I guess this question is for City staff more than the applicant, did we require or request that Dierbergs do something, because the parking is by and large across from the center, did we do some sort of pedestrian walkway or change in pavement?

I guess what -- where I'm going is that we should have a similar requirement here if we did that.

MS. KELLY: They were -- that was a condition that they looked at some sort of pedestrian -- what they're proposing is an actual gate instead of having seating at the picnic tables or outdoor tables at the Dierbergs, they've staggered -- the gates have a little fence, so that a little kid not running straight out into the traffic, but would have to be slowed down, kind of staggered.

MR. GLANTZ: Was there -- did we put a requirement or recommendation as far as though as a change in surface material from the parking lot across -- across

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the driveway?

MS. KELLY: It wasn't a requirement. That was part of the discussion, but it -- it wasn't a requirement.

They did look into it, and I believe Dierbergs, the police -- or they also found that it really didn't affect the pedestrians.

MR. GLANTZ: And I just wanted that we be consistent in our application of that.

MR. SCHNARR: Striping.

MS. KELLY: Yeah, striping.

Now the applicant here, this would be enclosed,
Page 7

12 so people would be even less likely to walk out from the
13 outdoor dining area straight into the parking lot, which
14 was the concern for the Dierbergs.

15 MR. FOX: I think this is a half masonry wall
16 and it is sectioned off.

17 MS. KELLY: Correct. They'd have to go through
18 the restaurant.

19 CHAIRMAN MADDEN: Any other questions?

20 Mr. Eberhardt.

21 MR. EBERHARDT: Will there be a canopy or
22 something over this outdoor area?

23 MR. FOX: Yes, sir, it will be a wooden pergola
24 above the seating area.

25 MR. EBERHARDT: Thank you.

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1 CHAIRMAN MADDEN: Thank you.

2 Mr. Lumley.

3 MR. GLANTZ: Yeah.

4 CHAIRMAN MADDEN: Mr. Glantz.

5 MR. GLANTZ: Sorry, I'm looking at the plan, the
6 site plan, the entry, am I missing something, it looks
7 like there's a door from the patio.

8 MR. FOX: There is an exit for -- emergency exit
9 off the side.

10 MS. KELLY: Off the side here, and then here
11 and through here, and there would be the half wall,
12 masonry wall.

13 MR. FOX: And then there's the striped walkway
14 across the driveway, right, directly between the --
15 directly between here on this sidewalk, there's a striped
16 walkway across that.

17 MR. GLANTZ: Okay. Fair.

18 CHAIRMAN MADDEN: Mr. Lumley.

19 MR. LUMLEY: Offer the following exhibits into
20 this public hearing record: Documentation in possession
21 of City Clerk; public notice reflecting the hearing; staff
22 report and related documentation; the City's Code of
23 Ordinances and Charter, the City's Comprehensive Plan and
24 public file regarding.

25 CHAIRMAN MADDEN: Thank you. And that will

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1 close our public hearing.

2 (The public hearing was closed.)

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

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

11

12

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

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

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city
of

CREVE COEUR

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

August 2, 2011

Mr. Nick Fox
Fox Consulting, Inc.
6324 Mac Arthur Drive
Woodridge, IL 60517

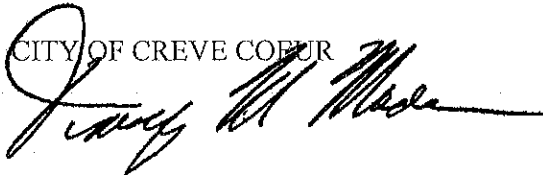
Re: Conditional Use Permit Application #11-015
Granite City Food and Brewery, 11411 Olive Boulevard

Mr. Fox:

The Planning and Zoning Commission, at its meeting of July 5, 2011, reviewed your request on behalf of Granite City Food and Brewery to repeal Conditional Use Permit Ordinance #4085 and replace it with a new conditional use permit for the referenced location to allow an outdoor patio and expansion of the inside bar area.

By unanimous vote, the P&Z Commission recommends approval of the Conditional Use Permit for the Granite City Food and Brewery submitted with Application #11-015, subject to the conditions contained in the draft ordinance attached to the staff report dated June 20, 2011.

Sincerely,

CITY OF CREVE COEUR


Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: M.C. Perkins, City Administrator
J. Heines, Director of Public Works
G. Eidman, Chief of Police
S. Unser, Chief Building Official

BILL NO. 5323

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 215.080 TO 215.120 OF THE CREVE COEUR MUNICIPAL CODE REGARDING RESTRICTIONS ON SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT.

WHEREAS, on November 5, 2010 the Creve Coeur City Council enacted Ordinance No. 5158 regarding restrictions on smoking in public places and places of employment, and

WHEREAS, the City Council has determined it to be in the public interest to revise those restrictions,

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

SECTION 1. Sections 215.080 to 215.120 of the Creve Coeur Municipal Code are revised to read as follows:

SECTION 215.080: DEFINITIONS

As used in this Article, the following words shall have the meanings indicated:

BUSINESS: A sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold; professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.

EMPLOYEE: Any person who performs services for an employer, with or without compensation.

EMPLOYER: A person, partnership, association, corporation, trust or other organized group of individuals, including the City or other governmental body or any agency thereof, which utilizes the services of at least one (1) employee.

ENCLOSED AREA: Any indoor space and any space bound by walls (with or without windows or doors) or similar partitions on at least three (3) sides that effectively divide space from the floor to ceiling, including, but not limited to, offices, rooms, all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures and hallways, designed for human occupancy in which people congregate including for amusement, entertainment, eating, drinking, education, labor, or similar purposes, including, but not limited to, bars and restaurants.

PERMANENTLY DESIGNATED SMOKING ROOM: A hotel or motel room that may be designated as a smoking room, with such designation being changeable only one (1) time per calendar year.

PLACE OF EMPLOYMENT: Any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment,

including, but not limited to, work areas, employee lounges and restrooms, conference rooms and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care, adult day care or health care facility.

PRIVATE CLUB: A not-for-profit organization incorporated or chartered by law for fraternal or social purposes, which has a defined membership and restricts admission to members of the club and their guests. Private club shall not include an establishment that is generally open to members of the general public upon payment of a fee or that has employees and meets the definition of place of employment. A private club shall not be considered a "public place" except when it is the site of a meeting, event or activity that is open to the public. A private club shall not be considered a "place of employment" by reason of the occasional use of independent contractors, such as caterers, that have their own employees, in the club's enclosed areas.

PUBLIC MEETING: A gathering in person of members of a governmental body, whether in open or closed session, as defined in Chapter 610, RSMo.

PUBLIC PLACE: Any enclosed area or service line to which the public is invited or in which the public is permitted. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility. Outdoor areas are not "public places" as defined herein, other than service lines.

SERVICE LINE: Any indoor or outdoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money. A service line is a public place. People waiting inside their cars, such as in a drive-thru line, shall not be considered to be in a "service line" as defined herein.

SMOKING: Inhaling, exhaling, burning or carrying any ignited, lighted or heated cigarette, cigar, pipe or other smoking product, equipment or apparatus, involving tobacco or other plant material or nicotine in any form.

SMOKING SHELTER: An accessory structure that meets all applicable provisions of the zoning and building codes, with a maximum size of 200 square feet, that is detached from principal buildings, that is located more than twenty-five (25) feet from entrances, exits, operable windows and ventilation intakes of public places and places of employment, in which there is no service of food or beverages by employees, and that is no more than seventy-five (75) percent enclosed at any time. The percentage of enclosure shall be calculated based on the elevation area below the roof of all elevations. For calculation purposes, screens are not considered to be enclosures but louvers, windows and other solid materials qualify as enclosures. No other wall, fence, roof overhang or other obstruction of any kind may be located within five feet of the openings if they have the effect of blocking the free flow of air through the required opening.

(Ord. No. 5158 §1, 11-8-10)

SECTION 215.090: PROHIBITION OF SMOKING IN PLACES OF EMPLOYMENT AND PUBLIC PLACES

- A. No person shall engage in smoking in any place of employment or any vehicle owned by the City of Creve Coeur.
- B. No person shall engage in smoking in a public place or in a public meeting.
- C. No person shall engage in smoking on any sidewalk, driveway or other open area within fifteen (15) feet of the entry to any place of employment, public place, or public meeting, provided that this prohibition shall not apply within any outside dining area where smoking is permitted by the proprietor.
- D. No person shall dispose of smoking waste or place or maintain a receptacle for smoking waste in any area in which smoking is prohibited under this Article.
- E. *Exceptions.* Notwithstanding any other provision of this Article to the contrary, the following shall not be subject to the smoking restrictions of this Article:
1. Private residences, not serving as places of employment or public places, and private vehicles;
 2. Private clubs except for any such club which was not already open to its members within the City prior to January 1, 2011 which is also a place of employment and except for any such club regardless of when first open to members within the City when it is the site of a meeting, event or activity that is open to the public;
 3. Permanently designated smoking rooms, not to exceed twenty percent (20%) of the guest rooms of the hotel or motel.
 4. **Smoking shelters.**

(Ord. No. 5158 §1, 11-8-10)

SECTION 215.100: RESPONSIBILITIES OF PROPRIETORS, OWNERS AND MANAGERS

- A. It shall be unlawful for any person, proprietor, owner, manager or person having control of a place knowingly to permit, cause, suffer or allow any other person to violate the provisions of this Article. It shall be an affirmative defense to an alleged violation of this Section that the person having control of a place has asked the other person to comply with this Article and caused the person to leave the establishment if that person has failed or refused to comply (including by enlisting the assistance of law enforcement personnel if required).

BILL NO. 5323

ORDINANCE NO. _____

B. A proprietor, owner, manager or person having control of a place shall clearly and conspicuously post "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) near all entrances to a place where smoking is prohibited pursuant to this Article. Such signage shall consist of letters not less than one (1) inch in height.

C. It shall be the responsibility of employers to provide smoke-free places of employment for all employees. (Ord. No. 5158 §1, 11-8-10)

SECTION 215.110: DECLARATION OF ESTABLISHMENT AS NON-SMOKING

A. Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a non-smoking place. No person shall smoke in places so declared and posted with signs pursuant to [Section 215.100](#).

B. Nothing in this Article shall be construed or applied in such a manner as to interfere with or prohibit a property owner, business operator or public entity from more broadly prohibiting smoking on or about their property or from prohibiting smoking in areas, at times, or under conditions which do not fall within the prohibitions established by this Article. (Ord. No. 5158 §1, 11-8-10)

SECTION 215.120: ENFORCEMENT

The authority to administer and enforce the provisions of this Article is vested with the Chief of Police and his/her duly authorized representative(s) except in the case of City-owned facilities wherein the City Administrator shall have the authority to administer and enforce the provisions of this Article. (Ord. No. 5158 §1, 11-8-10)

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

ADOPTED THIS _____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

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

DATE: June 21, 2011

TO: Honorable Mayor and City Council Members
Mark Perkins, City Administrator

FROM: Paul Langdon, AICP, Director of Community Development

SUBJECT: Smoking shelters

BACKGROUND

Prior to passage of Ordinance #5158, that prohibits smoking in all enclosed public spaces, a commercial property owner could request a building permit to construct a small accessory building on the property exclusively for the use of smokers. In July of 2010, the property at 600 Emerson Road was found to have the shelter shown in the photograph at right although no permit had been obtained. This shelter is also located between the building and the street which cannot be permitted in any zoning district.



Immediately prior to the property owner correcting the violations, however, St. Louis County voters approved anti-smoking legislation followed shortly by passage of Ordinance #5158 in Creve Coeur. The immediate impact upon the situation at 600 Emerson Road was that the smoking shelter could no longer be issued a building permit for reconstruction in a compliant location because of the following:

SECTION 215.080: DEFINITIONS

ENCLOSED AREA: Any indoor space and any space bound by walls (with or without windows or doors) or similar partitions on at least three (3) sides that effectively divide space from the floor to ceiling, including, but not limited to, offices, rooms, all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures and hallways, designed for human occupancy in which people congregate including for amusement, entertainment, eating, drinking, education, labor, or similar purposes, including, but not limited to, bars and restaurants.

PUBLIC PLACE: Any enclosed area or service line to which the public is invited or in which the public is permitted. A private residence is not a "public place" unless it is used as a child care, adult day care, or health care facility. Outdoor areas are not "public places" as defined herein, other than service lines.

SECTION 215.090: PROHIBITION OF SMOKING IN PLACES OF EMPLOYMENT AND PUBLIC PLACES

B. No person shall engage in smoking in a public place or in a public meeting.

Specifically, an unsecured shelter meets the definition of an enclosed space and is a place where the public is permitted, so it falls within the reach of this ordinance and cannot be permitted. However, such places are not customarily used by all employees nor the general public, nor do they offer any other service beyond simple shelter. These shelters can also be located to satisfy all other requirements of Ordinance #5158 and the Zoning Code regulations affecting accessory buildings. Indeed, staff has heard from other commercial property owners that they wish to provide these shelters in the hope that it would increase compliance by giving smokers a more desirable location than adjacent to exterior doors of the principle building(s).

Given such limited size and usage, and given the larger interest in protecting public health, the Planning Division staff believe this is a reasonable accommodation that is in keeping with the purposes of the Zoning Code and is not burdensome on property owners since they are constructed with a voluntary permit application. Further, the proposed size and location limitations should avoid site over-crowding. The Building Division staff have also reviewed the proposed regulations and found that they do not conflict with the Building Code. It should be pointed out that these regulations are not zoning or building regulations *per se* but, to the extent that they affect actual construction on private property, their harmony with zoning and building laws is critical.

SUGGESTED AMENDMENT

Attached is a redline version of Ordinance #5158 that adds a definition of what a smoking shelter is and where one can be located, and then adds smoking shelters to the list of exceptions to the other limitations on smoking in public places. This amendment does not alter other requirements of the Municipal Code for accessory structures. The effect would be to provide property owners an opportunity to request building permits for these structures and, in the example cited above, the owners of 600 Emerson will have an opportunity to relocate the shelter they already own. Finally, a manufacturer's sample sheet is attached to show similar possible structures under this amendment.

Staff are available to answer any questions regarding this matter.

BILL NO. _____

ORDINANCE NO. _____

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SMOKING: Inhaling, exhaling, burning or carrying any ignited, lighted or heated cigarette, cigar, pipe or other smoking product, equipment or apparatus, involving tobacco or other plant material or nicotine in any form.

SMOKING SHELTER: An accessory structure that meets all applicable provisions of the zoning and building codes, with a maximum size of 200 square feet, that is detached from principal buildings, that is located more than twenty-five (25) feet from entrances, exits, operable windows and ventilation intakes of public places and places of employment, in which there is no service of food or beverages by employees, and that is no more than seventy-five (75) percent enclosed at any time. The percentage of enclosure shall be calculated based on the elevation area below the roof of all elevations. For calculation purposes, screens are not considered to be enclosures but louvers, windows and other solid materials qualify as enclosures. No other wall, fence, roof overhang or other obstruction of any kind may be located within five feet of the openings if they have the effect of blocking the free flow of air through the required opening.

(Ord. No. 5158 §1, 11-8-10)

SECTION 215.090: PROHIBITION OF SMOKING IN PLACES OF EMPLOYMENT AND PUBLIC PLACES

- A. No person shall engage in smoking in any place of employment or any vehicle owned by the City of Creve Coeur.
- B. No person shall engage in smoking in a public place or in a public meeting.
- C. No person shall engage in smoking on any sidewalk, driveway or other open area within fifteen (15) feet of the entry to any place of employment, public place, or public

meeting, provided that this prohibition shall not apply within any outside dining area where smoking is permitted by the proprietor.

D. No person shall dispose of smoking waste or place or maintain a receptacle for smoking waste in any area in which smoking is prohibited under this Article.

E. *Exceptions.* Notwithstanding any other provision of this Article to the contrary, the following shall not be subject to the smoking restrictions of this Article:

1. Private residences, not serving as places of employment or public places, and private vehicles;
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4. **Smoking shelters.**

(Ord. No. 5158 §1, 11-8-10)

SECTION 215.100: RESPONSIBILITIES OF PROPRIETORS, OWNERS AND MANAGERS

A. It shall be unlawful for any person, proprietor, owner, manager or person having control of a place knowingly to permit, cause, suffer or allow any other person to violate the provisions of this Article. It shall be an affirmative defense to an alleged violation of this Section that the person having control of a place has asked the other person to comply with this Article and caused the person to leave the establishment if that person has failed or refused to comply (including by enlisting the assistance of law enforcement personnel if required).

B. A proprietor, owner, manager or person having control of a place shall clearly and conspicuously post "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) near all entrances to a place where smoking is prohibited pursuant to this Article. Such signage shall consist of letters not less than one (1) inch in height.

C. It shall be the responsibility of employers to provide smoke-free places of employment for all employees. (Ord. No. 5158 §1, 11-8-10)

SECTION 215.110: DECLARATION OF ESTABLISHMENT AS NON-SMOKING

A. Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that entire establishment, facility, or outdoor area as a non-smoking place. No person shall smoke in places so declared and posted with signs pursuant to [Section 215.100](#).

B. Nothing in this Article shall be construed or applied in such a manner as to interfere with or prohibit a property owner, business operator or public entity from more broadly prohibiting smoking on or about their property or from prohibiting smoking in areas, at times, or under conditions which do not fall within the prohibitions established by this Article. (Ord. No. 5158 §1, 11-8-10)

SECTION 215.120: ENFORCEMENT

The authority to administer and enforce the provisions of this Article is vested with the Chief of Police and his/her duly authorized representative(s) except in the case of City-owned facilities wherein the City Administrator shall have the authority to administer and enforce the provisions of this Article. (Ord. No. 5158 §1, 11-8-10)

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

ADOPTED THIS _____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

EXAMPLE SHELTERS BY HANDI-HUT, INC.

OUTDOOR SMOKING SHELTERS



OUTDOOR SMOKING
SHELTERS - DOME ROOF



OUTDOOR SMOKING
SHELTERS - BARREL
ROOF



OUTDOOR SMOKING
SHELTERS - VENTED
AIR-FLOW POLY-HIP
ROOF



OUTDOOR SMOKING
SHELTERS - STANDING
SEAM HIP ROOF



OUTDOOR SMOKING
SHELTERS -
HISTORICAL ROOF

**AN ORDINANCE CREATING THE CREVE COEUR ARTS COMMISSION,
PRESCRIBING THE NUMBER AND QUALIFICATIONS OF ITS MEMBERS
AND DEFINING THEIR DUTIES.**

WHEREAS, on August 24, 2009 the City of Creve Coeur established the Public Art Task Force (Resolution No. 881) to define public art in Creve Coeur, identify existing public art, seek the level of public interest, research funding opportunities to administer a Public Art Program, and develop a Public Art Master Plan for the City of Creve Coeur; and

WHEREAS, the Members of the Public Art Task Force presented their findings and a draft Public Art Master Plan during a work session before the City Council on June 27, 2011; and

WHEREAS, it has been recommended by the Members of the Public Art Task Force that the City of Creve Coeur establish an Arts Commission to adopt the final Public Arts Master Plan, update it as may be needed from time to time, and implement the policies and manage the goals and objectives of the Public Art Master Plan; and

WHEREAS, an Arts Commission is needed to carry out the policies and programs outlined in the Public Art Master Plan and serve as curator for the City's public art collection, work to obtain the funding for arts related projects, and advise the City on all matters relating to cultural arts; and

WHEREAS, the Public Art Task Force has completed its assignment and performed invaluable service to the community;

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

Section 1: The Public Art Task Force, having completed its assigned duties, is hereby dissolved.

Section 2: The Creve Coeur Arts Commission is hereby established. Section 125.010.A. of the City Code is amended by adding item 12, as follows:

The Creve Coeur Arts Commission, seven (7) members.

Section 3: Section 125.010.E. is added to the City Code, as follows:

The members of the Creve Coeur Arts Commission shall be residents of the City of Creve Coeur, except that one member may be a local business person who is not a resident. Members should include artists, urban designers, architects, landscape architects, developers, educators and individuals from the community who have experience in the field of art. The Arts Commission shall operate in the general public interest serving the community as a whole. It shall serve no special interests. The Arts Commission shall not endorse any commercial product or enterprise. The Arts Commission shall select a non-voting advisor who is a professional art consultant to be utilized by the Arts Commission on an as needed basis. The compensation of the advisor shall be as approved by the City Council. The Commission shall be specifically responsible for, but not limited to, the following:

1. Adopting a final master plan for the City regarding public art, which it shall review and revise as needed thereafter, and implement subject to the oversight of the City Council and City Administrator;
2. Promoting cultural arts within the City, making art a priority within the community;
3. Serving as curator of the City's public art collection;
4. Assisting the City Council and the Planning and Zoning Commission in using public art to enhance existing development within public parks and other public lands and in public structures;
5. Serving as a resource for artistic components of land use developments;
6. Providing advice on the process of developing fair, balanced and professional approaches to commissioning public art;
7. Recommending selection process guidelines to ensure equal access for artists of all backgrounds;
8. Developing announcements for placement in appropriate publications to inform artists of opportunities;
9. Choosing a Selection Panel for each project, comprised of 5-7 art and design professionals as well as a representative of the owner of the project. Two members of the Commission shall be members of each panel. The Commission shall oversee the work of each panel;
10. Assisting the City with contract negotiations, budgeting, payment schedules and insurance requirements regarding public art projects;
11. Recommending maintenance guidelines in accordance with professional conservators to maintain collected work;
12. Encouraging connections with other local, regional and national organizations working for the benefit of art and preservation of artistic values;
13. Pursuing gifts and grants for support of arts programs and activities and for the procurement of public art;
14. Working with any trust fund or charitable entity established to support public art in the City;
15. Providing an annual report at the conclusion of each fiscal year to the City Council documenting efforts to fulfill these duties.

Section 4: The members of the Creve Coeur Arts Commission shall have three-year terms as provided in Section 125.020. The initial members shall be appointed as follows: two for one year, two for two years and three for three years.

Section 5: Section 125.010.B. is amended to read as follows:

A Council member shall be appointed by the Mayor, subject to the consent of a majority of the entire City Council, to serve as liaison for each committee, board or commission of the City with the exception of the Board of Adjustment, the Planning and Zoning Commission, and the Creve Coeur Arts Commission. The appointed Council member shall be the liaison between the City Council and such committee, board or commission. The Director of Planning shall serve as liaison to the Board of Adjustment and the Planning and Zoning Commission. The staff liaison of the Police and Safety Committee shall be the Chief of Police or his/her designee. The City Administrator shall appoint a staff member to serve as liaison to the Creve Coeur Arts Commission.

Section 6: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter and the conditions stated above.

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



city of CREVE COEUR

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(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

MEMO TO CITY ADMINISTRATOR

Meeting Date: August 8, 2011

Subject: Ordinance Creating the Creve Coeur Arts Commission

Memo Prepared by: Whitney Kelly, AICP
City Planner

Attached: Revised Draft Public Art Master Plan
Public Art Task Force PowerPoint Presentation from June 27, 2011 Work Session

On August 24, 2009 the City of Creve Coeur approved a resolution establishing the Public Art Task Force (Resolution No. 881) to investigate public art in Creve Coeur and develop a public art master plan for the city. Further, the Public Art Task Force was to investigate and inventory existing public art, seek the level of public interest, and research funding opportunities for public art. The resulting Public Art Master Plan included all of these items, as well as developed a number of policies to assist the City in administering a public art program. The Members of the Public Art Task Force presented their findings and a draft Public Art Master Plan during the work session before the City Council on June 27, 2011. (The attached revised draft Public Art Master Plan includes edits based upon follow-up comments from the City Attorney.)

The members of the Public Art Task Force recommend that the City of Creve Coeur establish an Arts Commission to adopt the final Public Art Master Plan, update it as may be needed from time to time, and implement the policies and manage the goals and objectives as suggested in the draft Master Plan. The Ordinance before City Council establishes the Creve Coeur Arts Commission for just this purpose. The policies recommended within the draft Public Art Master Plan will follow based upon recommendation from the Creve Coeur Arts Commission.

CREVE
COEUR
PUBLIC ART
MASTER
PLAN

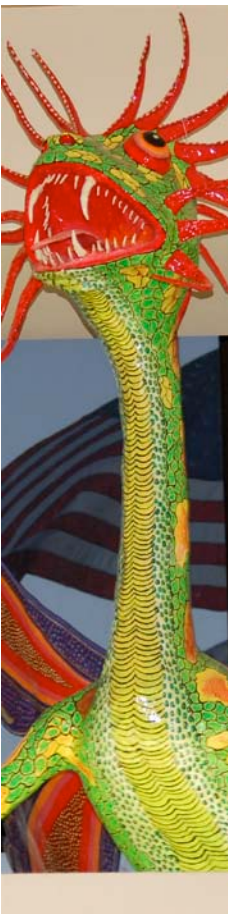
2011

Public art in Creve Coeur refers to quality works of original art in any media for temporary or permanent placement that have been planned as an integral part in accessible settings

CREVE COEUR PUBLIC ART MASTER PLAN

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EXECUTIVE SUMMARY

1

Like a human being, Creve Coeur is alive and, as it matures, it continues to refine and develop its sense of character. Since Creve Coeur has matured from a small suburban bedroom community to a significant mid-sized municipality, it needs to examine what attributes make up a well rounded community. As cities throughout the Country compete for business and population growth, identity and economics become a larger issue to address. Communities with an active and dynamic cultural scene are more attractive to individuals and corporations.

Public art, and the community participation that accompanies it, can contribute to the unique cultural identity of Creve Coeur. Public art creates partnership opportunities with businesses, residents, non-profit organizations and governmental institutions. While the population of Creve Coeur is 17,833 (2010), we must consider our community as larger with the approximately 45,000 daily visitors to the city. It is widely recognized that public art has the ability to boost economic development and tourism by making destinations more attractive for visitors and local residents. Art sparks discussions, raises questions, feeds our imaginations, and links a community together.

Since Creve Coeur already contains many examples of public art, this Public Art Master Plan is not introducing public art to Creve Coeur for the first time. The Plan creates guidelines and direction for assisting the City in future opportunities that will arise as the City gains a significant identity in the broader community.

The Public Art Task Force was formed in August, 2009 to define public art, identify the existing inventory of public art, seek public input in the development of the Plan, research funding opportunities, and develop a master plan. The Task Force was formed with nine members with varying backgrounds and a strong interest in securing cultural opportunities for Creve Coeur. This group dedicated many hours and attended over 20 committee meetings to assist in developing this Plan. The Task Force conducted two public forums and held several meetings with Creve Coeur committees, businesses, and neighborhood organizations, in order to seek input on the importance and management of public art in the city. The Public Art Master Plan that was developed from this input consists of a definition of public art, an inventory of seventeen pieces of existing public art in Creve Coeur, a policy for acquiring and removing public art, a protocol to solicit artists for future projects, an overview of a public art loan program, and recommendations for the funding of public art. In addition, the Master Plan includes an educational component, as well as suggestions on future programming ideas to further encourage a cultural component for Creve Coeur.

The Task Force recommends that the City form a Creve Coeur Arts Commission to implement this Public Art Master Plan. The Commission's charge will be to assist the City in using public art to develop a diverse cultural identity.

DEFINITION OF PUBLIC ART

The first directive put in front of the Task Force was to define “public art”. The members came up with an inclusive and succinct definition suitable for the city to use as a guideline for determining what public art is.

***Public art in Creve Coeur refers to quality works of original art
in any media for temporary or permanent placement
that have been planned as an integral part in accessible settings***

It is intended that this definition be a guideline for the Creve Coeur Arts Commission. This will help insure professional quality art is retained or considered and will be unique and beneficial to the city of Creve Coeur.



GOALS AND OBJECTIVES

The Task Force created goals and objectives as a guide to the development of the Public Art Master Plan. These goals and objectives were created from three primary sources: input from meetings of the Task Force over almost two years; research of master plans in other cities; and input from community forums and members of the business community.

The goals are divided into three categories:

- I. Create More Public Art and Establish an Arts Identity for Creve Coeur
- II. Educate the Community about the Arts
- III. Formation of a Creve Coeur Arts Commission.

By implementing these goals and objectives, the Master Plan will guide Creve Coeur towards creating a unique cultural identity through public art.

I. Create More Public Art and Establish an Arts Identity for Creve Coeur

a. Promotion of Public Art

- Promote artistic adaptive reuse of environmental materials
- Promote awareness of existing public art in Creve Coeur
- Use the web to make available current and future Public Art information in Creve Coeur
- Promote the acquisition and development of new Public Art projects in Creve Coeur
- Encourage aesthetic review of Public Works projects
- Develop a map of prime locations for the installation of Public Art and prioritize the locations
- Seek opportunities for loans of public art
- Have Creve Coeur become a regional leader in the arts by integrating art fully into the community

b. Design and Programming

- Create public utilities and other public structures (i.e. streetlights, park benches, bus shelters) that are aesthetically pleasing
- Encourage and elevate original art in Creve Coeur
- Provide incentives for original art
- Develop opportunities for children's art
- Make Creve Coeur an artist friendly environment by creating opportunities for artists
- Actively participate in national and regional arts programs
- Utilize city parks for cultural opportunities
- Ensure a cultural component in the Downtown Design Guidelines
- Consider multi-cultural opportunities that reflect the diversity of the community

c. Funding

- Create a Public Art line item in the City budget to include funds for the acquisition, maintenance and repair of Public Art
- Identify public and private sources of funding, including grant opportunities
- Develop strategies for the funding of Public Art in association with private and public development
- consider adding incentives to the Zoning Code to promote Public Art

II. Educate the Community about the Arts

- Develop educational content for web
- Liaison with the school districts to encourage in-school and after school programs for the arts
- Sponsor events to enhance awareness of Public Art and to insure the presence of the arts at major City events

III. Formation of a Creve Coeur Arts Commission (CCAC)

Management of Public Art

- Establish a Creve Coeur Arts Commission and adopt policies created in the Master Plan
- Strive for systematic and non-political procurement, management and maintenance of Public Art
- Promote both visual and performance arts
- Establish relationships with corporate, private and individual leaders (develop public/private partnerships) to encourage broad participation
- Further public art opportunities and aesthetic design in the City

FORMATION OF THE CREVE COEUR ARTS COMMISSION

2

The Public Art Task Force recommends that the City consider establishing a trust fund and/or encourage interested citizens to establish a 501(c)3 Not-for-Profit corporation to support implementation of the strategies outlined in this Master Plan. The CCAC, in cooperation with city staff and as an advisor to the Creve Coeur City Council, would work with such a not-for-profit entity; help the City manage the contribution of funds and the acceptance of art; help the City manage and maintain the art; and seek grant opportunities as they become available.

Creve Coeur Arts Commission

Purpose: The mission of the Creve Coeur Arts Commission (CCAC) is to raise awareness of art in the community. It will be responsible for carrying out the policies and programs outlined in the Public Art Master Plan, subject to the oversight of the City Council and City Administrator. The Commission will serve as curator for the City's public art collection, work to obtain the funding for arts related projects, and advise the City on all matters relating to cultural arts.

Terms of the Members: The Arts Commission shall consist of seven members appointed according to Article IV Section 4.4(i) of the City Charter. The members shall be residents of the City of Creve Coeur, except that one member may be a local business person who is not a resident. Members may include artists, urban designers, architects, landscape architects, developers, educators and individuals from the community who have experience in the field of art. The City Administrator should designate a staff liaison for the Commission.

The appointees shall have three-year terms. The original appointees shall be appointed as follows: two for one year, two for two years and three for three years, thereafter all terms will be for three years. All members may vote on any matter coming before the Commission, except, as directed by the ethics laws of the State of Missouri.

Officers. At its first meeting, the Arts Commission shall elect a chair and a vice-chair who shall hold office for one year, except that the first chair and vice-chair shall serve until the end of the calendar year. At the first meeting of each calendar year, the chair or vice-chair from the previous year shall preside over elections for the in-coming chair and vice-chair.

Meetings; Quorum; Voting. The Arts Commission shall hold an official meeting generally on a monthly basis and may hold special meetings as called by the chairman or any two members. A majority of the appointed members constitutes a quorum for meetings. Provided a quorum is present, any item must be approved by a simple majority of the voting members present at a meeting to pass, unless otherwise required by law.

Rules and Regulations. The Arts Commission may establish rules and regulations for its government and procedures consistent with the laws of the State and the ordinances of the City.

Powers and Duties. The Arts Commission (CCAC) shall be specifically responsible for, but not limited to, the following:

1. CCAC shall work with any trust fund or 501(c)3 established to support Public Art in the City.
2. CCAC shall work from this master plan to adopt a final master plan for the City, which it shall review and revise as needed thereafter.
3. CCAC shall promote cultural arts within the City of Creve Coeur, making art a priority within the community.
4. CCAC shall assist the City Council, and the Planning and Zoning Commission in using public art to enhance existing development within public parks and other public lands and in public structures.
5. CCAC shall serve as a resource for artistic components of land use developments.
6. CCAC shall provide advice on the process of developing fair, balanced and professional approaches to commissioning public art.
7. CCAC shall recommend selection process guidelines to ensure equal access for artists of all backgrounds.
8. CCAC shall develop announcements for placement in appropriate publications to inform artists of opportunities.
9. CCAC shall choose a Selection Panel for each project, comprised of 5-7 art and design professionals as well as a representative of the owner of the project. Two members of the Arts Commission shall be members of each panel. The CCAC shall oversee the work of each panel.
10. CCAC shall assist the City with contract negotiations, budgeting, payment schedules and insurance requirements.
11. CCAC shall recommend maintenance guidelines in accordance with professional conservators to maintain collected work.
12. CCAC shall encourage connections with other local, regional and national organizations working for the benefit of art and preservation of artistic values.
13. CCAC shall pursue gifts and grants for support of arts programs and activities and for the procurement of public art.

14. CCAC shall provide an annual report at the conclusion of each fiscal year to the City Council documenting efforts to fulfill these duties.

Compensation: Voting members of the Creve Coeur Arts Commission shall receive no compensation for services rendered. Members of CCAC may recommend to the City acceptance of gifts, bequests or devises of property to carry out its work, including by use of a trust fund to assure proper use of such contributions.

Consultant: The Arts Commission shall select a non-voting advisor who is a professional art consultant. The advisor shall be utilized by the Arts Commission on an as needed basis. The compensation of the advisor shall be as approved by the City Council. The Commission may recommend the replacement of the advisor with a super majority vote (5 of 7).

Policies:

1. The Arts Commission shall operate in the general public interest serving the community as a whole. It shall serve no special interests.
2. The Arts Commission shall not endorse any commercial product or enterprise.



ACQUISITION & DE-ACCESSION POLICY

The Task Force recommends a policy be instituted for the Acquisition and De-accession of public art in Creve Coeur.

This policy is crucial to assure that the public art which Creve Coeur accepts into its inventory will be consistent with the definition of public art set forth in the Master Plan. Included in this policy are procedures to be followed to document, describe and appraise the art.

When a piece of art has deteriorated or must be removed for other reasons, this policy provides criteria to assess and assure proper removal.

Acquisition Policy

Acquisition is here defined as the inclusion of new works in the City of Creve Coeur's permanent collection by gift, exchange, or purchase with City funds, corporate/private donations, and/or grants procured by the City.

- I. The CCAC shall consider the following criteria when reviewing artworks for purchase or gift to the collection:
 - a. The aesthetic or historical significance of the work.
 - b. The artwork's physical condition and whether the artwork is of exhibition quality.
 - c. Whether the City of Creve Coeur already owns sufficient examples or better examples of artwork by a particular artist or in a particular style.
 - d. Whether the City of Creve Coeur has the facilities and resources necessary to properly care for, maintain, and safeguard the artwork.
- II. A legal instrument of conveyance, transferring title and ownership of the artwork and clearly defining the rights and responsibilities of all parties should accompany all acquisitions.
- III. Complete records of accessions should be made and maintained for all artworks acquired.
- IV. Artworks should be acquired without restrictions as to future use and disposition. The City of Creve Coeur should strive to obtain copyrights for reproduction for educational and non-commercial purposes on all works it acquires that are subject to copyright restrictions.

V. Gifts

- a. The CCAC should apply equally high aesthetic standards in recommending the acceptance of gifts of artworks as in acquiring artworks by purchase.
- b. Where possible, the CCAC would encourage acceptance of gifts without restrictions.
- c. The City of Creve Coeur should only accept artworks by gift which it is able to properly maintain. If the City cannot properly provide for the upkeep of the artwork, the CCAC may recommend that the donor provide an endowment, covering the long-term care of the artwork.
- d. The CCAC should take sufficient time to familiarize itself with the artworks offered before making a recommendation regarding its acceptance into the City's collection.

Acquisition Procedures

I. Gifts to the City of Creve Coeur's Collection

- a. When offering a gift, the prospective donor will receive copies of the City of Creve Coeur's Acquisitions & De-Accession policy and Donations policy.
- b. The CCAC must be able to examine the potential gift either on site or through photographs, slides, drawings, and/or models.
- c. Whenever possible, gift offers should be accompanied by the artist's resume, which will be kept with the works' acquisition files.
- d. The CCAC shall develop its recommendation at a public meeting, affording time for public comment, and following the master plan guidelines.
- e. The CCAC shall forward its written recommendation of acceptance or rejection to the City Council and City Administrator. If a council member requests placement of the matter on a council agenda within 30 days, the Council shall make the final decision. Otherwise, after such 30 days the recommendation of the CCAC shall be deemed ratified by the Council and the City can proceed accordingly.
- f. The CCAC shall inform the donor in writing of the acceptance or rejection of the gift offer.
- g. Once the acquisition is approved, a legal instrument of conveyance, transferring ownership and copyright of the artwork to the City, shall be filled out, signed by the donor, and placed on file.
- h. The gift shall be photographed and an acquisition form completed by staff as it is received into the collection.

II. Purchases

- a. Any member of the CCAC may propose a purchase.
- b. The CCAC must be able to examine the potential gift either on site or through photographs, slides, drawings, and/or models.
- c. Whenever possible, purchase proposals should be accompanied by the artist's resume, which will be kept with the works' acquisition files.
- d. The CCAC shall develop its recommendation at a public meeting, affording time for public comment, and following the master plan guidelines.
- e. The CCAC shall forward its written recommendation of purchase to the City Council and City Administrator, including information concerning sources of funds. For purchases within budget and under \$20,000, the City Administrator may approve the purchase or refer it to Council. For all other purchases, the Council shall make the final decision. Approval may be contingent upon availability of funds from any City trust fund, grants, or support from any separate 501(c)(3) entity that may be established for such purposes.
- f. The Commission shall inform the artist in writing of the City's decision.
- g. Once the acquisition is approved, a legal instrument of conveyance, transferring ownership and copyright of the artwork to the City, shall be filled out, signed by the seller, and placed on file.
- h. Final payment shall be made only upon completion of such documentation.
- i. The artwork shall be photographed and an acquisition form completed by staff once it is received into the City's collection.

De-accession Policy

De-accession is defined as the process by which the City, acting in accordance with applicable policies and procedures, approves of the disposal of an artwork from the City's permanent collection. This disposal can occur through sale, trade, or other public means. The City's art collection shall be routinely evaluated by the CCAC in order to recommend which works, if any, should be de-accessioned.

The policies outlined below shall be subject to periodic review, as will be the collection. As necessary, the City may adopt and incorporate into this policy any additional guidelines it deems essential. No work should be de-accessioned until all policies set forth below have been observed.

Generally, artwork should not be de-accessioned within the first five years of ownership.

I. Criteria for selection of works to be de-accessioned

The CCAC may choose to recommend de-accession of an artwork only if it determines that one of the following criteria is met:

- a. If the City of Creve Coeur cannot properly care for or store the artwork.
- b. If the artwork is deemed to have little or no aesthetic, historical, and/or cultural value.
- c. If the artwork represents an artist of minor stature in large quantity. In such case, the CCAC may want to recommend retention of only a representative selection of works.
- d. If the artwork is a duplicate (i.e. prints, sculptures, multiples) of lesser quality works already in the collection.
- e. If the artwork is found to be a reproduction without significant historical, documentary, or aesthetic value.
- f. If the works are found to be forgeries or fakes.
- g. If the artwork condition requires restoration beyond its aesthetic value or the City's resources to restore it.

II. De-accessioning through trade

In some cases, the City of Creve Coeur may wish to trade a de-accessioned work for another work by the same artist.

III. All de-accessioned works should be disposed of through public negotiations, whether by sale, trade, or other means.

IV. Acknowledgements

In acquiring an object through trade or through funds raised from the sale of de-accessioned objects, the City should acknowledge the donor(s) of the original artwork in the credit of the newly acquired work.

De-Accession Procedures

- I. Members of the CCAC will routinely review the City's art collection and compile a list of those artworks recommended for de-accessioning.

- II. The CCAC shall prepare a written report for each de-accession recommendation. The report shall include:
 - a. Title, artist, medium, dimensions, and present location of the work
 - b. Provenance
 - c. Digital images and/or photograph(s) of the work
 - d. Report on the condition of the work
 - e. Estimated fair market value
 - f. Copy of the work's legal deed
 - g. Justification for disposal, conforming to the De-Accession policy adopted by the City
 - h. In the case of certain artworks of high monetary value, independent consultants may be solicited to provide additional opinions
 - i. Recommendation for method of disposal of the work
- III. A copy of this report shall be distributed to each member of the CCAC for review at least one month prior to the meeting at which the de-accession recommendation will be considered.
- IV. In the case of a permanently sited artwork, each member of the CCAC will make every reasonable effort to physically inspect the work before the Commission takes a vote. Portable works shall be brought to the meeting at which the vote will occur.
- V. The CCAC shall develop its recommendation at a public meeting, affording time for public comment, and following the master plan guidelines.
- VI. The CCAC shall forward its written recommendation of de-accession to the City Council and City Administrator for decision in accordance with City asset management policies and procedures.
- VII. Following approval, the CCAC shall make every effort to locate the artist or donor or his/her heirs and advise them in writing of the City's plans to de-accession the work. Such notification shall include:
 - a. Reasons for de-accession
 - b. Assurance that funds received will be used for public art unless there are other contractual obligations under the acquisition contract.
- VIII. The City shall also ensure that no legal restrictions prevent de-accessioning particular works.
- IX. Following all necessary governmental review and approval, the work's accession file will now be marked "de-accessioned" and will contain documentation regarding that process.

X. Procedures for Disposal

The CCAC may recommend to the City any of the following courses of action. The City shall not be limited to these, and may suggest other methods as may be demanded by a particular set of circumstances.

(1) Sell the artwork

- a. The artist/donor shall be given the right of first refusal to reacquire the artwork at fair market value, original price, or gratis, depending on the recommendation of the CCAC. The cost of removal of the work may be reflected in the amount set.
- b. Sell the artwork through a dealer.
- c. Sell the artwork through competitive bidding, public auction.

(2) Trades or exchanges may be negotiated under special circumstances with a dealer or an artist.

(3) There may be instances in which marginally significant work has deteriorated to such an extent that it is irreparable and is unsuitable for display, therefore losing its place within the City's collection. Once an artwork of this nature has been fully de-accessioned, the decision may be made to dispose of it.

- XI. No works may be sold, traded, or transferred to members of the CCAC, the City Council, the City of Creve Coeur's staff, etc. Once de-accessioned from the City's collection, artwork must be permanently removed from City property.
- XII. The City shall determine which agency or agencies will negotiate the sale or trade of the de-accessioned artwork, and keep a copy of the executed agreement in the de-accession file.
- XIII. The CCAC shall remove acquisition numbers and labels from the artwork and arrange its physical departure from the collection.
- XIV. Following the receipt of all funds or the completion of the sale, exchange, disposal or destruction of the work, the CCAC shall report on the sale or exchange of artwork to the City and its appropriate bodies.
- XV. Any proceeds from the sale of de-accessioned artworks will be allocated back to the City's public art fund or budget account.

Public Art Rights of Ownership

Ownership of public art that is located on city property should be retained by the City in the event the property is sold to a developer. If an easement can be negotiated, the artwork could remain in place. Otherwise, removal should be accomplished if possible.

CALL FOR ARTISTS

The Creve Coeur Public Art Task Force suggests that the Creve Coeur Arts Commission use the following guidelines when writing a “CALL FOR ARTISTS”. It is important to follow these common guidelines for each call. Utilizing the guidelines provided will help ensure that Creve Coeur receives quality applicants who have a clear understanding of the project scope.

Most all public art initiatives use this general format, and regional and national artists regularly seek ‘calls’ to participate in. Calls are written and distributed for the purpose of making artists aware of new opportunities for commissioned pieces. Commissioned pieces are usually site specific, and the criteria and guidelines for each project should be clearly outlined in the call.

SAMPLE CALL FOR ARTISTS **PROTOTYPE VERSION ONLY**

Creve Coeur, Missouri

Creve Coeur Arts Commission

RFP - Artwork for the Intersection of Highway 270 and Olive Boulevard.

Application Deadline: _____

Budget: \$XXX,XXX.00

The City of Creve Coeur, Missouri, and the Creve Coeur Arts Commission seek artists or artist teams to create two public artworks for the major highway intersection of 270 and Olive Boulevard. The budgeted amount includes the artist or team design fee, all materials, fabrication and installation.

Project Background and Description

The City and the Creve Coeur Arts Commission (CCAC) seek to create two dynamic attractions at the intersection of Highway 270 and Olive Boulevard. Interstate 270 is a major outer belt freeway for St. Louis, and the intersection at the centrally located Olive Boulevard is also known as Highway 340. According to the 2009 Missouri Traffic Volume map, this location is traveled by approximately 176,000 vehicles every day.

This is an ideal opportunity for either an experienced artist or team who would like to develop pieces that will become a major contribution to the community of Creve Coeur, as well as be seen as striking landmarks for their visibility.

The two areas allocated for the commissioned artworks are shown in red in EXHIBIT A.



A.

The first location is approached by Northbound traffic, the second location by Southbound traffic. These two locations are also adjacent to major exit ramps for Olive Boulevard East and West. Each allocated area is a grassy hillside and is approximately xx' x xx' (state exact dimensions). *(Please follow with expanded description of land area, local codes for structures, proximity to roadway, height limitations, etc.)*

About the Creve Coeur Arts Commission

Created in _____, the mission of the Creve Coeur Arts Commission (CCAC) is to raise awareness of art in the community. The CCAC serves as curator for the City's Public Art collection, assists in managing the funding for arts related projects, oversees selection of artworks, and advises the City on all matters relating to cultural arts.

About Creve Coeur, Missouri

When Creve Coeur was incorporated in December 1949, less than one square mile housed a population of 1,900 citizens. Today, the population of Creve Coeur is 16,759 spanning 11.36 square miles with approximately 7,600 housing units. Currently, Creve Coeur has 80 miles of public streets and 16 miles of private streets. Home to two private colleges, five private high schools, five private primary schools, two public school districts and approximately fifteen houses of worship, Creve Coeur is a diverse community where everything a resident needs is no more than ten minutes away.

Selection Review Process & Timeline

CCAC has selected a review panel comprised of art and design professionals, a representative of the owner for this project, as well as two members of the CCAC.

Selection criteria include: the applicant's professional qualifications; applicability and thoroughness of submitted proposal; artistic merit as evidenced by the submitted materials; and proven ability to undertake projects of a similar scope.

Panel Review Process-

Proposals will be reviewed by the selection panel and up to three finalists will be selected and paid \$XXXX.XX to make a site visit, interview and present a scale model.

Public Review Process-

A public meeting will take place where scale models will be on display for review and comment. The artist or team is welcome to attend this meeting. The panel will review public opinion.

A recommendation will be presented for endorsement by the Creve Coeur Arts Commission (CCAC) for approval by the City of one artist or team, and the approved art concept, project scope, and budget; thereby allowing the artist or team creative license within the established project plan. Contract and project plan to be negotiated with the City. The City reserves the right to reject any and all applications.

FIRST DEADLINE DATE	Deadline for response to RFP
ONE WEEK LATER	Initial Selection panel Meeting
ONE MONTH LATER	Notification of short listed Artists/Teams
TWO WEEKS LATER	Interviews/Presentations/Public Review
ONE MONTH LATER	Notification of Project Award
ONE YEAR FROM FIRST RFP DEADLINE	Installation of Artworks

Eligibility

This commission is open to Artists and Design Professional teams; all members of the team must reside in the United States. The artist member shall be the lead designer. (Eligibility can be widened or narrowed based on the project intent/scope)

Application Delivery

Proposals due by 5:00 pm, CST, DEADLINE DATE HERE at:

**Creve Coeur Arts Commission RFP (Olive and 270)
300 N. New Ballas Rd., Creve Coeur, MO 63141**

The application should be packaged in such a manner that the sealed envelope clearly reflects the project name and the applicant's name and address. All materials submitted become the property of the CCAC and will not be returned.

Application Content (Submit 1 copy each of the following materials):

- i. Cover letter (typed, 2 page maximum): clearly identify the name of the project you're applying for. Include a description of artist/artist team's approach to public art, highlighting relevant past experience including collaboration with community members, design professionals, and/or others in the design and installation of a public art project. If you are applying as a team, identify the team leader in your cover letter. This person will be the main contact to communicate with the selection panel and the CCAC on behalf of your team.
- ii. A professional résumé or CV: teams must submit one for each member.

- iii. References (at least 3): Include contact name and phone number.
- iv. Proposal Summary (It is not necessary to answer the questions in a Q&A format, however please ensure that all issues listed below are addressed):
 - a. Concept: What is your overall vision? How do you want the pieces to attract the viewers? What is the main concept behind your proposed works?
 - b. Execution: Outline your proposed installation schedule, estimated budget, process, and materials being proposed.
 - c. Fabrication & Installation: Please answer the following questions in detail:
 - How will the art fit into the space without posing any threat or barrier to vehicles or visibility in the area?
 - What is the approximate weight of the art pieces (there will be a maximum allowable weight determined by an engineer on a case-by-case basis)?
 - Describe how you envision the installation requirements, i.e. What sort of attachments will you propose?
 - Describe any electrical requirements. Explain to the extent that you are knowledgeable. The artist will not be required to determine exact specifications, but must be clear on the desired effect. Specifications will be refined later by what is available.
 - Describe any special tools or equipment you may not personally have access to for this project.
 - Describe any public safety requirements.
- v. (Optional) Drawings, sketches, models, examples, material samples, etc. to further explain your proposed concept.
- vi. Visual support materials: 10 – 20 digital images of recent work on CD. JPEG image files must correspond with an accompanied annotated image list including artist's name, title, location of work, medium, date work was completed, dimensions and corresponding image number. If images are being provided within a digital file, please present one image per page and include the required information for each image in the notes section of each page.
- vii. Digital File Requirements:
 - a. Images must be in .jpg format on one CD-ROM.
 - b. JPEG images must be labeled as in the example: John N. Smith= JNS 01, JNS 02, JNS 03.
 - c. File size must not exceed 5MB, must have a minimum resolution of 150 dpi and a maximum resolution of 300 dpi.
 - d. CDs must be labeled with artist's name, title of work(s), medium, and size(s). CD's will not be returned.
 - e. No email submissions.

For Further Information

Photographs, plan, elevation, and section drawings of the site are available for download here: [SAMPLE PHOTOS](#), [SAMPLE DRAWINGS](#), [SAMPLE LANDSCAPE/SITE PLAN LINKS](#)

All questions regarding this RFP are to be directed to:

NAME HERE, Chairman of the CCAC: 314.555.1111 NAME@ccac.org

NAME HERE, Staff Liaison to the CCAC: 314.555.1112 NAME@ccac.org

Useful Links:

CALLS FOR ARTISTS-

Metro Arts In Transit <http://www.metrostlouis.org/InsideMetro/NewsRoom>

Café- Call for Entry <http://www.callforentry.org/>

Las Vegas Arts Commission <http://www.lvartscommission.com/artist-opportunities/>

Art Show <http://www.artshow.com/juriedshows/index.html>

California Arts Council <http://www.cac.ca.gov/artistcall/>

Americans for the Arts

http://www.artsusa.org/networks/public_art_network/default_011.asp

ZAPP (Western States Arts Federation) <http://www.zapplication.org>

New England Foundation for the Arts

http://www.nefa.org/nefa_network/public_art

ARTIST REGISTRIES-

<http://www.saintlouisart.com/>

<http://registry.whitecolumns.org/>

<http://www.artistsregistry.com/>

<http://publicart.placerarts.org/>

<http://www.racc.org/resources/online-public-art-registry>

PUBLIC ART LOAN PROGRAM

An especially good mechanism for increasing both the volume and diversity of works of public art available for the enjoyment of the residents of Creve Coeur is to make use of opportunities for either short or long-term loans of art from institutions or individuals. Examples of local institutions that might be considered as sources of loaned art to the City of Creve Coeur would include: Laumeier Sculpture Park, Saint Louis Art Museum, and Contemporary Art Museum St. Louis. In addition, there are a number of national institutions, as well as private collections that are possible sources of loans.

For example, two sculptures by the legendary Linares family of Mexico City have been loaned to the City of Creve Coeur by Laumeier Sculpture Park and are currently on display at the Creve Coeur Government Center. These sculptures were part of an exhibition of Mexican contemporary folk art, *Animales Encantados*, featuring a group of alebrijes (pronounced “al-ah-bre-hays”). The intricately painted paper mache figures of flying dragons, winged lizards, and mythical creatures were commissioned by Laumeier from members of the Linares family. Laumeier Sculpture Park loaned these pieces with knowledge of the Public Art Task Force’s intent to create a Public Art Master Plan that includes a loan program.

The same considerations and standards should be applied when selecting loaned pieces of art from these sources as would be applied to art purchased by the City as outlined in the Acquisition Policy in this document.

Loans of public art to the City will require the approval of a mutually agreed upon and legally binding contract between the lender and the City. Owners of art who are experienced with lending their art for public display will typically provide their own contract drafted for those purposes. This should be reviewed by the City Attorney prior to any loan agreement approval and should include, during its review, consideration of the following issues and expectations:

- I. There should be a mutually agreed upon value of the piece of art prior to the loan. This is critical for the purposes of guaranteeing adequate insurance for the piece as discussed below. If the owner sets the value of the art and the piece is to be insured by the City, the contract should make clear the City has no liability for errors in the assessed value.
- II. The City should make provisions for examination and determination of any damage to the piece prior to its acceptance.
- III. Typically the City will be expected to provide insurance for the agreed upon value of the piece of art. Should the owner elect to provide their own insurance the contract should make clear that the City will be held harmless for any errors in the agreed upon value. Efforts should be made to confirm that double coverage is not being provided.

- IV. Some insurance policies specify certain exclusions of coverage for extreme circumstances (as example, acts of war). All such exclusions should be identified and specifically noted in the loan contract.
- V. In addition to insurance, the City should consider, and be prepared, for other costs associated with the loan that may include those related to transportation, site preparation, installation, and any ongoing maintenance that may be required during the period of the loan.
- VI. The contract should make clear that the piece of art will only be returned to the owner or their authorized agent. In that respect, the original lender shall be required to notify the City if ownership of the piece changes during the term of the loan. The new owner may be required to provide appropriate proof of ownership prior to the return of the piece to that individual or institution.
- VII. Typically the contract should specify that the terms of the contract will transfer to all heirs, successors and assignees of the piece of art.
- VIII. The laws that will govern the agreement between the City and the lender should be clearly specified and mutually agreed upon in the terms of the loan (e.g. State of Missouri).
- IX. The length of the loan should be negotiated by the City, upon the recommendation of the CCAC, and the time frame and the terms under which the loan contract may be terminated early by either the owner or the City should be clearly specified.
- X. The City should be prepared to accept the art subject to the artist's rights to all reproductions or likenesses of the piece of art. It is, however, typical for the borrower to be provided the opportunity for limited distributions of likenesses of the piece of art for the purposes of publicity. These terms should be negotiated and clearly specified in the loan contract.

FUNDING MECHANISMS

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A key component of the Master Plan is the funding for public art. As outlined in this section, funding opportunities include local, state and national government grants. Other funding options that can be explored include funding from national and local foundations, as well as private funding for arts projects through businesses and individuals.

The Task Force further recommends that developers allocate a *percent for art* in connection with large scale development projects within the City in exchange for being granted bonus coverage. Over three hundred cities around the country, including four in the State of Missouri, have adopted this approach to fund public art in their communities. (See Appendix IV for examples of how the City's Zoning Regulations could be modified, and the City of Clayton's Zoning Regulation provides for public art.)

In addition, the Task Force recommends that the City allocate a percent for art in connection with City funded capital projects, to be placed in a restricted account. Moreover, the City needs to establish a general fund budget line item for the long term maintenance and repair of city-owned artwork. By allocating its own financial resources, the City will be able to provide a local match which is often required by granting entities to ensure the City's commitment to public art.

Critical to the long term success and maintenance of the City's art program is the procurement of adequate funding. Options for the acquisition and maintenance of public art will rely on many sources that include grants and corporate and individual contributions. Further, possible zoning incentives could be reviewed and incorporated as part of the existing requirements for bonus site coverage to encourage contributions of art from developers.

Government Grant Opportunities

National grant opportunities include the **National Endowment of the Arts (NEA)**. The NEA was established by Congress in 1965 as an independent agency of the federal government. To date the NEA has awarded more than \$4 billion to support artistic excellence, creativity, and innovation for the benefit of individuals and communities. The NEA extends its reach by partnering with state arts agencies, local leaders, other federal agencies, and the philanthropic sector. The NEA often has grant opportunities for communities like Creve Coeur. A recent example of an opportunity that might be available to Creve Coeur is the NEA's Our Town Grant that funds projects implementing place-based arts and cultural support strategies. The goal of projects funded under this program is to transform communities into lively, beautiful, and sustainable places with arts at their core by encouraging creative activity, creating community identity and a sense of place, and revitalizing local economies. Other grant options could include Federal/State highway grants.

State and local grant opportunities could be available through the **Missouri Arts Council (MAC)**, a state agency and division of the Department of Economic Development, which provides over \$6.5 million a year to nonprofit organizations through grants that meet strategic goals. The goals include:

- Increasing participation in the arts in Missouri
- Growing Missouri's economy using the arts
- Strengthening Missouri education through the arts

The **Regional Arts Commission (RAC)** was founded in 1985 to promote, encourage, and foster the arts and cultural institutions in St. Louis City and County and to contribute to the economic development of the area through a strong presence of the arts. The mission of the Regional Arts Commission is to create an environment that nurtures artists as well as arts and cultural organizations by:

- Providing funds to promote, encourage and foster the arts and cultural institutions and activities within its boundaries
- Promoting and preserving cultural diversity
- Helping artists and arts and cultural organizations improve quality
- Creating equal access to cultural opportunities
- Insuring consideration of aesthetic issues in local decision making
- Continuing to engage in cultural planning

Recommendation: Formation of a 501(c)(3) Not-for-Profit for Public Art

Many art funding agencies and some foundations require that qualifying organizations be not-for-profit, tax-exempt 501(c)(3) organizations, and often require matching local funds. The City's status as a tax-exempt entity may not be sufficient. Therefore it is recommended that the City encourage interested citizens to establish a 501(c)(3), to help implement the strategies outlined in this Master Plan.

Foundation Funding Options

There are several national and local not for profit foundations that fund cultural projects in communities similar to Creve Coeur. Additional research can be done via the internet to identify opportunities for funding through foundations.

Private Funding Options

Private funds can be raised for arts projects through individuals and/or businesses. The Creve Coeur Arts Commission will act as the liaison on behalf of the City of Creve Coeur to seek out partnerships for funding of arts programs as outlined in the Master Plan. Funding contributions would be for specific programs or art under the direction of the Creve Coeur Arts Commission.

City of Creve Coeur Funding Options

The City of Creve Coeur would need to establish a line item budget from the general fund to cover long-term maintenance and repair of city-owned artwork. These could include, but are not limited to, site improvements (i.e. landscaping, concrete platforms, etc.) for the placement of art, and long-term maintenance or repair.

Another line item budget should be considered for grant opportunities that require matching funds from municipalities. In some cases, matching funds can be in-kind services provided by the City.

City Funded Projects

In connection with any City-funded capital building projects, the Task Force recommends that one percent of the construction costs be allocated toward public art. These projects would be limited to new construction that is visible and accessible to the public. The art component of the project would be designed as part of the project and would use the guidelines and policies included in this plan.

Downtown Plan

As Creve Coeur develops the downtown plan, it is crucial that public art and other cultural components be included in the plan. This will create a unique identity for the downtown that will invite visitors to explore.

The overall development of the streetscape provides several opportunities for creative design. These opportunities could be individual items in the design (benches, lamp posts, street signs etc.) or an overall theme that would include sidewalks and open squares that have areas for sculpture with lighting and water features. If the development includes a public facility, the City should allocate one percent of its construction budget for art.

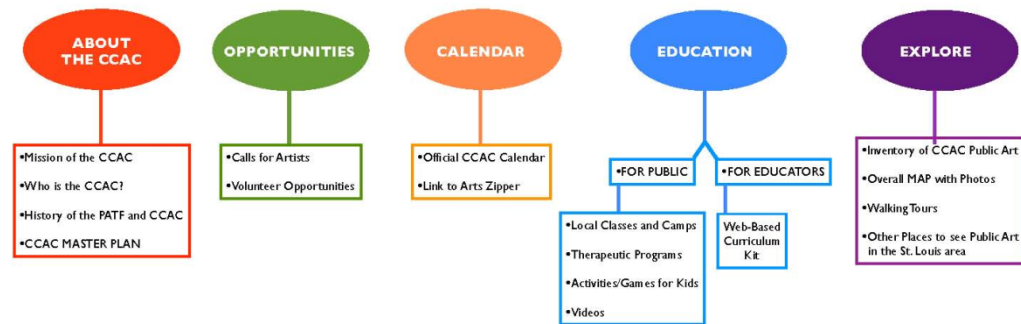
In addition to the City, private developers have a significant role to play in the inclusion of public art in the downtown area. The Task Force recommends the Arts Commission investigate possible incentives that could be included within the zoning code for developments in the downtown area to include open space for public art or the installation of public art.



EDUCATION

The Task Force recommends a comprehensive approach to teaching the public about its resources and collection. Because the Web is such an important tool in communicating with the public, the format of the first segment of the Education Plan is divided into sections that could become part of a comprehensive internet website. Because of the time involved in organizing this information and updating it, links to resources that already provide the information have been listed. Local resources, such as existing websites, university students, local experts and existing programming can be utilized to create a successful multi-pronged approach for outreach.

SAMPLE Website Structure



Education Implementation Guide

An Education Implementation Guide outlines strategies for outreach and making the artwork more accessible. Maps and programs allow local teachers of all subject areas to integrate the public art of Creve Coeur into their curriculum.

A curriculum kit should be developed and modeled after the Arts In Transit website (<http://www.stlpack.org/AIT>) that includes information, images and locator map with multi-disciplinary discussion questions that are down-loadable by PDF. Public art in Creve Coeur could be included in the Arts In Transit Public Art Map.

The Creve Coeur Arts Commission should contact local educators about art curriculum and Missouri State standards to collaborate on projects to be used by students. (The Arts In Transit program suggests conducting two meetings: the first for educators to learn about the City's collection, and then another for feedback from the educators for object-based curriculum.) The Arts Commission could contact University and College Departments for assistance in creating curriculum kits and other educational components through a service learning project for undergraduate and graduate art education students.

The Creve Coeur Arts Commission could develop activities and games through the website that promote the City's Art, such as scavenger and GPS Cache hunts utilizing the collection.

Other possible avenues and activities to develop and include on the website:

- Organizing a volunteer docent program for tours of public art in Creve Coeur during special events (local artists, local art education students, Arts Commission Members);
- Create down-loadable podcasts of tours of the collection or specific works;
- Provide permanent plaques or labels for existing unlabeled artworks in the collection;
- Reach out to child and adult daycares, nursing homes, and assisted living facilities to take advantage of the public art in Creve Coeur;
- Organize studio visits for works-in-progress that will become part of the collection;
- Post video interviews of artists featured in the collection;
- Organize studio tours of local artists or artists featured in the collection.

Information on public art in Creve Coeur, especially maps and information on art in the City, should be made available at the City's Government Center and mailed to new residents as part of a welcome packet.

Resource Links:

- Arts Zipper www.artszipper.com
- Craft Alliance www.craftalliance.org/
- St. Louis Artist Guild www.stlouisartistsguild.org/new/classes-workshops/classes
- Center of Creative Arts www.cocastl.org
- Foundry Art Center www.foundryartcentre.org/
- St. Louis City Open Studios and Gallery www.scosag.org/
- Therapeutic art program: David C. Pratt Cancer Center www.davidcprattcancer.org/healing_enviro/healing_arts.asp

Example Websites:

- The City of Seattle Public Art Program <http://www.seattle.gov/arts/publicart/default.asp>
- City of Las Vegas Office of Cultural Affairs <http://artslasvegas.org/>
- City Cleveland Public Art <http://www.clevelandpublicart.org/>

SUGGESTIONS FROM THE PUBLIC FORUMS

8

The following suggestions are listed to help the Creve Coeur Arts Commission envision options for implementation. Several of these options come directly from suggestions from the Public Forums and other feedback. The Task Force encourages the Arts Commission to further investigate these ideas and to pursue continued public involvement to help insure that the artwork accurately expresses the character of Creve Coeur.

I. Provide Incentives for Public Art

II. Develop Public Programs

- a. Organize tours of artists' studios.
- b. Invite and host performing arts programming in parks.
- c. Develop opportunities for children's art.
- d. Sponsor events dedicated to enhancing awareness of public art and to ensure a presence at major city events.
- e. Consider multi-cultural opportunities that reflect the diversity of the community.

III. Site Specific Suggestions

- a. Site public art in existing parks.
- b. Site public art on Olive/ Interstate 270 overpass.
- c. Integrate public art in the proposed downtown, either in the design of the buildings or the placement of artwork in the downtown area.
- d. Select high-traffic areas (both pedestrian and vehicular) for possible sites for public art for greater impact.
- e. Consider interactive works to draw the public into areas seeking greater pedestrian traffic.

IV. Site Specific Examples

- a. Provide opportunities or artists to paint utility boxes as an inexpensive but highly visible way to create a buzz about public art in Creve Coeur.
- b. Identify streetscape design as a vehicle to include public art, i.e.: artist-designed benches, bike racks, man-hole covers, signage, sewer grates.

V. Create Opportunities for Adaptive Reuse of Environmental Materials

SUGGESTIONS FOR ENGAGING THE PUBLIC

Most artists engaged with public art will be taking an active role in researching the community and reaching out while working within it. Here are several possibilities and frameworks that help the public share ownership of a project.

I. **Community Input (Public meetings)**

- a. Before a call:
 - The public could contribute themes that are important to the community on a site by site basis (and could be integrated into a call for artists).
 - The public could offer sites that may be available for use.
- b. After the CCAC has approved of finalists:
 - Provide opportunities for the public to provide comments on designs.

II. **Artist (Team) and Project Choice**

- a. Select artists and projects whose working methods involve the community as part of their conceptual process (i.e. a video artist who conducts interviews of locals for projection on vacant buildings).

III. **Volunteer Component to Project**

- a. Provide a volunteer component to a project (i.e. ceramic tiles the public draws on that become a park bench)
- b. Allow volunteers to assist with aspects of an artist-led project where safety and insurance allow.

IV. **Outreach to Local Artists**

- a. Ensure the opportunity is made available to local artists, even though they would be competing with national applicants for the project.

There are a few outlines available on the internet of how to engage the community in public art projects. The Chicago Public Art Group's website provides suggestions on how to engage the community in public art projects within the "Community Public Art Guide" at <http://cpag.net/>

APPENDICES

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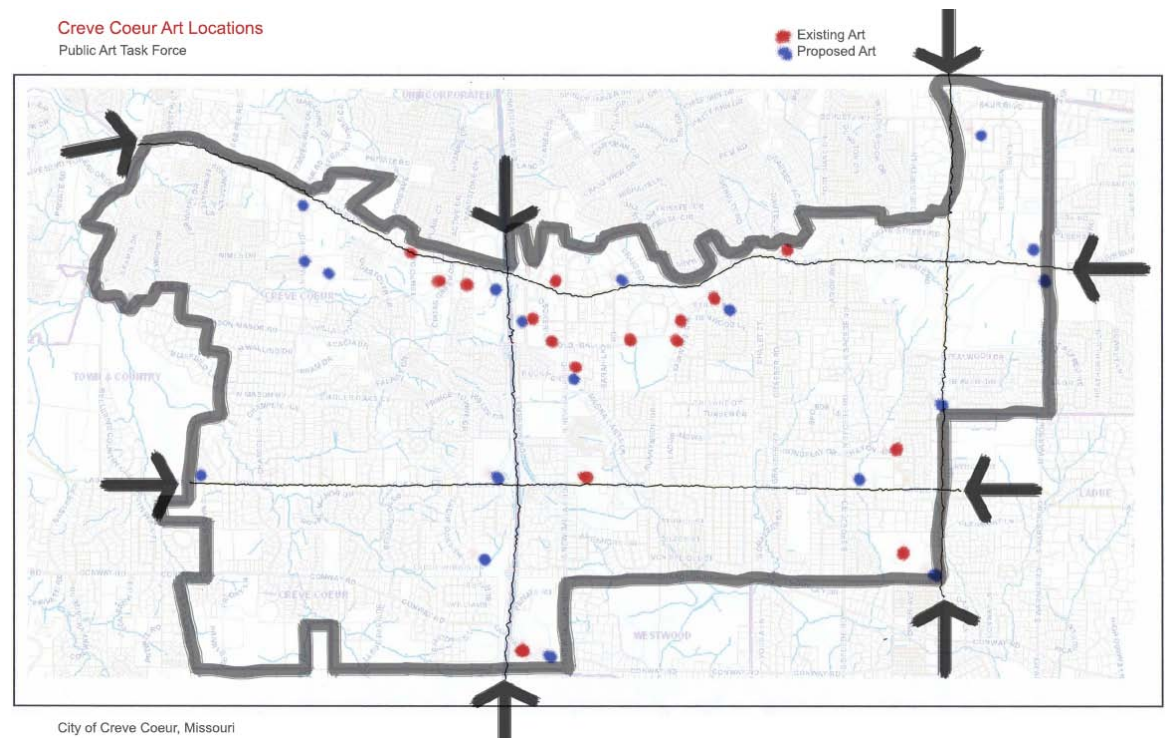
Appendix I: Map of Existing Public Art and Future Location Options

Possible locations for public art in the City of Creve Coeur are shown on the map which follows. As indicated on the map, the Task Force recommends locating art at high impact areas with great visibility and at major entrances to the City.

In addition, the Task Force suggests that some of these locations be considered for temporary public art installations. Each of these locations could include a permanent standard size platform with appropriate utilities for the placement of art to be rotated among the temporary locations.

Also included on this map are the locations of existing public art inventoried by the Task Force and described in this Appendix.

The map is intended to serve as a starting point to stimulate discussion of appropriate locations for public art in Creve Coeur.



Appendix II: CREVE COEUR PUBLIC ART INVENTORY

Dot 1 - General Pulaski

Location: In front of Pulaski Bank, 12300 Olive Blvd.

Artist: Unknown

Date created: Unknown

Date installed: Unknown

Material: Painted metal

Condition: Excellent

Plaque reads:

General Pulaski
Freedom Fighter
Died in Battle
Oct. 11, 1779

General Casimir Pulaski was an Old World nobleman and hero of the American Revolution.

Pulaski was born in Podolia, Poland in 1748, the oldest of three sons of Count Josef Pulaski. While in Paris in 1775, he met an American emissary, Benjamin Franklin, and learned of the American colonists struggle for independence. He proceeded to America, joined Washington's Army and was granted a commission as Brigadier General of Cavalry, the first of such rank in the Continental Army. After a brave defense of Charleston, South Carolina, General Pulaski died with his cavalry in battle at Savannah, Georgia in 1779.

Dot 2 - Public Art at St. Monica, 12136 Olive Blvd. (three pieces)

St. Monica



Location: at the entrance of St. Monica Church, 12136 Olive Blvd.

Artist: Signed J. Sesti

Date created: 1997

Date installed: 1997

Material: Poly-resin, with automotive type paint

Condition: Excellent

Plaque:

Your Ears Were Open
To The Cry
O Good Omnipotent
Confessions 3,11,19-20

The original St. Monica Church was built in 1872. In commemoration of the 125th anniversary of the parish, the congregation approached Frank Stanton, a former art teacher and member of the parish, to create a life-size sculpture of St. Monica. He declined. However, in December, 1994, he asked Julianne "Julie" Sesti, a former student of his, to submit a proposal. At this time, Sesti was just finishing her M.A. in sculpture at Fontbonne and this marked her first professional commission. The work was installed on August 24, 1997.

According to Sesti, "I sculpted her in clay, made a latex rubber mold with a fiberglass mother (support) mold. This was then delivered to a company in Westport, Innovations

in Art. Using the mold, they cast the sculpture in a poly-resin and painted it with automotive type paint with UV protection.”

Monica, a saint especially revered by mothers because of her tireless prayers for the conversion of her wayward son, Augustine, was born of Christian parents in Tagaste, North Africa in 333, and died in Ostia, near Rome, in 387.

The scripture on the plaque can be found in the New Testament, The Confessions, Book III, Chapter 11, Lines 19-20

Mary, Mother of the Church



Location: beside a parking lot on the southeast side of St. Monica Church, 12136 Olive Blvd

Artist: Unknown

Date created: Unknown

Date installed: Early 1970's

Material: Unknown

Condition: Fair. The statue is chipped on the back and generally shows signs of wear.

The sculpture is located in a graceful garden setting.

According to Monsignor Schneider, the parish's former Monsignor, the sculpture originally belonged to Cardinal Joseph Ritter and was housed in the garden of his home in Ladue. When Cardinal Carberry replaced Ritter, he sought to remove the statue and gave it to St. Monica's Monsignor Clarence White in the early 1970's. The sculpture represents Mary as the Mother of the Church, which is why carved faces appear on each side of her body. Monsignor Schneider indicated that there is a possibility that this sculpture was taken from a mold.

The Holy Family



Front



Back

Location: beside a parking lot on the west side of St. Monica, 12136 Olive Blvd.

Artist: The Sisters of the Precious Blood, O'Fallon, MO

Date installed: Late 1960's

Material: Ceramic tiles mounted on wood

Condition: Poor. Many of the tiles are chipped.

Words inscribed on the tiles in the back:

I am
The
Resur-
Rection
And
The
Life

According to Monsignor Schneider, the former monsignor of the parish, the mosaic house sculpture was installed at St. Monica's by the parish's Monsignor Clarence White as a reminder to the school children of the importance of the holy family.

Dot 3: Sea Chase



Location: Fountain Park, 11915 Olive Boulevard, at Orchard Lakes Drive, just east of Interstate 270.

Artist: John Seyfried (1930 -)

Date created: 1962

Date installed: July, 1994

Material: Metal, galvanized pipe and copper.

Plaque:

“SEACHASE” John Seyfried
Erected: July, 1994
Work originally commissioned for
Lobby of Chase Park Plaza Hotel
St. Louis, Missouri ~ 1962
Donated to the
City of Creve Coeur
By Marian Hess

Condition: The sculpture is currently in a state of disrepair and needs to be refurbished. It has oxidized to the point where it is turning ashy and white in places.

The sculpture is a fountain, having water jets trickling water in many different directions. It is an abstract work. It is either metal with a brass finish or made entirely of brass; the legs are made of galvanized pipe; the pipes are copper. It is 9 1/2 feet tall. It is signed “Seyfried.”

Seyfried was born in St. Louis in 1930. He attended Cranbrook Academy of Art. An art educator, he currently resides in Tennessee.

In 1992 a woman named Marian Hess donated the work to the City of Creve Coeur. The donor bought the sculpture at an auction of art from the Chase-Park Plaza Hotel. The piece was installed outside of the hotel, to the right of the porte-cochere.

The City hired Jennifer Odem, a nationally known expert in sculpture placement and Assistant Professor of Art at Webster University, to recommend the appropriate placement of the sculpture. Ms. Odem toured the Creve Coeur parks and presented the City with her recommendation that the Seyfried sculpture be installed at Fountain Park. Her report states, "the union of the park and sculpture will not only enhance and rejuvenate the existing environment, but may remind us how essential these places are in our everyday lives."



Dot 4 - Painted Traffic Signal Box



Location: Corner of North New Ballas and City Place Drive

Artist: Unknown

Date created: Unknown

Date installed: Unknown

Condition: excellent



Dot 5 - Eggs and Columns



Location: Northeast corner of Old Ballas and Decker, on property owned by Plaza Motors

Artist: Carol Fleming, (1960 -) St. Louis, MO

Date created: 1999

Date Installed: 1999

Material: ceramic, with embedded glass, metallic objects and marbles

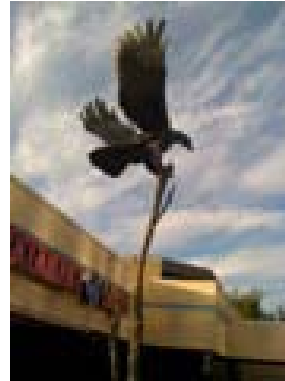
Condition: excellent. However, the sculpture is partially hidden by the growth of pines trees at the corner. Thought should be given to either trimming the trees or moving the sculpture.

Carol Fleming received her Master of Fine Arts from Ohio University in Athens, Ohio in 1987 and created her first studio in Maplewood, Missouri in 1988. She now lives and works in Ladue, Missouri. Fleming's Mission Statement states, "Specializing in site-specific and one-of-a-kind artwork in clay, I create for client's satisfaction and personal reach." Fleming's work exudes optimism and exuberance which may be her response to the challenges she faces as a deaf person.

These are 3 ceramic columns, similar to the ones at the Creve Coeur Government Center. The totem pole-like architectural forms convey strength as well as expressions of reach and optimism. Each column has an egg-shaped object on top. According to Fleming's website, the eggs represent potential, new hope, the mystery of what is to come.



Dot 6 - Eagle Landing



Location: Located in front of Eagle Eye Care, 633 Emerson Road

Artist: Harry Weber (1942-)

Date created: Unknown

Date installed: Unknown

Material: Bronze

Condition: Excellent

This sculpture of a bald eagle is 110% life sized. The eagle is shown landing on a 15' bronze tree. This appears to be one of an edition of six.

According to Weber's website, he has produced a body of work of over 100 large and more than 200 smaller pieces. His work embodies human emotion and power with a spontaneity developed from a lifelong habit of sketching from life. He creates sculptures which capture an instant, never static or posed, with a distinct style making maximum use of the natural fluidity of the bronze medium.

Dot 7 - Celebration of Community



Location: In front of Creve Coeur Government Center, 300 N. New Ballas Road

Artist: Carol Fleming, (1960 -) St. Louis, MO

Date created: 1999

Date installed: 2000

Material: Ceramic

Condition: Excellent

The sculpture was commissioned by the City of Creve Coeur to commemorate the City's 50th Anniversary.

The sculpture consists of five, nine-foot tall, ceramic columns in different clay colors and glazes. "The meaning behind the sculpture is being a vertical bridge. "In reaching out--to support each other with a hug or a letter, or by listening --we connect with one another. We gather together to celebrate a good life with happy neighbors," Carol Fleming stated in her project description.

The 50th Anniversary Sculpture Committee notified more than 35 colleges and universities in Missouri along with numerous individual Missouri artists about the opportunity to participate in the competition that was judged by prominent art experts.

Seventeen Missouri artists submitted resumes as well as slides of their work and the intent of each piece. Four finalists were selected by the sculpture jury to submit models of their proposed sculpture. Each finalist was awarded \$1,000.

Members of the jury included Ken Balk, Creve Coeur resident, art collector, and former Chairman, President & CEO of Balk & Associates, an architectural/ engineering firm; the late Joanna Collins, Creve Coeur resident and retired art teacher at John Burroughs High School; the late Patricia Degener, nationally known art critic and artist; Jim Harris, Associate Professor, School of Architecture, Washington University; and Beej Nierengarten-Smith, Ed.D., former Director/Chief Curator, Laumeier Sculpture Park.

It is recommended that the City of Creve Coeur erect a plaque on the site, with the name of the work, the artist's name, and a reference to the City's 50th anniversary.

Dot 8 – Art at Shaare Emeth Congregation, 11645 Ladue Road (three pieces)

Possibilities



Location: North side of Shaare Emeth Congregation, 11645 Ladue Road

Artist: Brother Mel Meyer, S.M. (1928 -)

Date created: 2004

Date installed: 2007

Condition: Good

Material: Brushed metal and glass

Plaque reads:

“Possibilities”
By Brother Mel Meyer
In memory of
Sam and Minerva Birenbaum
With Love
From Their Family

The piece was commissioned by a member of the congregation, Ken Birenbaum, and donated to the Temple in memory of his parents.

Lisa's Star



Location: on a field at Shaare Emeth Congregation, 11645 Ladue Road

Artist: Unknown

Date created: Unknown

Date installed: 2002

Material: Wood

Condition: Appears good

Plaques:

Lisa's Star
In honor of
Lisa Sher Lux
For her devotion, grace faith
And love for the children of
Camp Emeth
During her many years as Director

Dedicated July 5, 2002
25 Tammuz, 5762

"There are stars whose radiance
is visible on earth though
they have long vanished.
There are people whose brilliance
continues to light the world
though they are no longer
among the living."

~~ Hannah Senesh ~~

If you stand beneath the sculpture and look skyward, the pieces of wood form the Star of David.

TRI-YUD



Location: This sculpture and fountain are located in an interior courtyard at Shaare Emeth Congregation, 11645 Ladue Road

Artist: Saunders Schultz (1927-)

Date installed: 2007

Material: Polished stainless steel

Condition: Excellent

According to material supplied by the artist, the sculptural fountain TRI-YUD mirrors several of the central concepts of Judaism, giving them aesthetic expression. The ancient Hebraic definition of “to be human” was “to be in relationship to God, to our fellow human beings, and to nature.” To be fully spiritual human beings, we must be in covenant with God and God’s creations. TRIYUD encompasses the three ways that we know God, and through knowing God, we come to know ourselves.

Mr. Schultz explains, “Rising from a low horizontal disk of gleaming black granite symbolizing the perfect circle of God, a triad of stainless steel triangular forms, each representing the Hebrew letter ‘Yud,’ or God, approach one another as they ascend gracefully heavenward. Brushed satin finished sides become highly polished surfaces as they face the outside, reflecting viewer and nature.” In the evening, the spirituality is enriched by lighting within the center of the base that passes through swirling mist to light the Yuds with constantly changing subtle patterns.

This piece was donated by Lee Bohm and family in memory of Milford Bohm, Jr.

Other Art at Shaare Emeth

The stained glass windows on either side of the ark in the Sanctuary as well as the Eternal Light are by Chihuly. In addition, a chandelier called Ner Tamid, Eternal Light, was created by Gilula and Frankel, two disciples of Chihuly.

Dot 9 - Dancing Couple



Location: 655 Craig Road, Creve Coeur Executive Office Park.

Artist: Brother Mel Meyer, S.M. (1928-)

Material: Painted steel

Date created: Unknown

Date installed: Unknown

Condition: Excellent

The "**Dancing Couple**" pictured above was commissioned by Solomon Brothers, St. Louis developers, for The Center located in Creve Coeur Executive Park. Subsequently, the piece was moved to 655 Craig Road.

Brother Mel, as he is known, belongs to the Society of Mary religious order based in St. Louis. A Florissant, Missouri native, he opened the Marianist Galleries on the Vianney Campus in Kirkwood in 1968, where his work is displayed. He is an extremely prolific artist who has crafted well over 8000 pieces.

Though he employs Christian symbols in his art, Bro. Mel's work can be seen as universal icons, said Anne Brown, a gallery owner in Nashville. (South County Times, 7.18.08).

Of his own work, Brother Mel says, "Everything I do is religious, because of the inspiration behind it and the way it impacts people."

Dot 10 - Caught In A Storm



Location: Thomson Reuters Building, 717 Office Parkway, in the Creve Coeur Executive Office Park

Artist: Nicholas Mukomberanwa, Zimbabwe (1939-2002)

Date created: Unknown

Date installed in Creve Coeur: 2005

Material: Carved stone

Condition: it appears to be in very good condition

This sculpture was originally purchased by Bridge Technologies from Gallery Alina in Boston in 1998. It was installed in Bridge's office at 3 World Financial Center in New York City. After the 9/11 attacks on the World Trade Center, the 3 World Financial Center was evacuated and the sculpture was placed in storage. Around the same time, Bridge was purchased by Reuters.

In 2005, the sculpture was removed from storage, re-located to the Thomson Reuters office in Creve Coeur and installed in a beautifully landscaped courtyard outside of the rear of the building.

Dot 11 - Sculpture at St. Louis Surgical Center



Location: St. Johns Mercy Breast Center at St. Louis Surgical Center, 760 Office Parkway, in the Creve Coeur Executive Office Park

Artist: Unknown

Date created: Unknown, probably 2005

Date installed: 2005

Material: Concrete

Condition: Appears to be in excellent condition.

The sculpture of a mother and child was installed outside the front of the building in 2005, when the building was built. The piece was chosen by Dr. John Hirsch, who purchased it from a street vendor on Page Avenue. Since it was made from a concrete mold, there are probably many just like it in the metro area.



Dot 12: HBE Corp, 11330 Olive Blvd.

Five works by Brother Mel Meyer, S.M. (1928-) are located in front of HBE Corp. on Olive Blvd.

According to Brother Mel, the works were commissioned during the 1980's by Fred Kummer, the head of HBE which owned the Adams Mark Hotel. They were originally on the roof of the Adams Mark Hotel in downtown St. Louis and moved to the HBE headquarters in Creve Coeur in 2008 when the Adams Mark closed.

The first four works pictured are of painted steel.

Man With Dog



Lady and Man



Lovers On A Bench



Boy With A Bicycle



Name unknown



Material: metal in a stacked brick enclosure



Dot 13: Morning Dew



Location: west side of building, 10911 Olive Blvd.

Artist: Larry Pogue

Date created: 2007

Date installed: 2007

Condition: Excellent

Material: Brushed stainless steel

Larry Pogue was born and raised in St. Louis, MO. After graduating from Kansas State College (in 1968) with his Master's Degree in Sculpture and Printmaking, he taught art in college for 28 years. In 1997 Pogue took early retirement to do sculpture full time.

Pogue comments about the process of making stainless steel sculptures: "I like the permanence of this medium (material), because, when I finish my sculpture, it remains just the same way-forever.

Pogue says of his work, "Sculpture is not an illusion, but a reality that should have a mystery to make people THINK."

Dot 14 - Statue of William Joseph Chaminade

Location: Located in front of the Immaculate Conception Chapel on the campus of Chaminade College Preparatory School, 425 S. Lindbergh Blvd.

Artist: Unknown

Date created: Approx. 2005

Date installed: Approx. 2005

Material: Bronze, installed on a granite base

Condition: Excellent

This is a sculpture of William Joseph Chaminade (1761-1850) who was a French Roman Catholic priest who survived persecution during the French Revolution. He founded the Society of Mary, also called the Marianists, in 1817.

According to Father Ralph Siefert, the statue was commissioned by Brother John Waldron, SM in 1917. The commission was given to the Deprato Rigali studios, a group based in Chicago and still in business today. The statue was made in the business's studios in Pietrasancta, Italy, a town near the source of the Carrara marble from which it was made. The sculptor is unknown. Apparently people who worked for the studio did not sign their work. If there was a record of the artist, it was lost when the firm lost a lot of their old data many years ago. The design came from a photo that Bro. Waldron gave to the firm and which Chaminade no longer possesses.

Apparently the statue was to have been delivered in October of 1917, but didn't arrive until May, 1918 because of the problems of ocean transportation during World War I. The cost of the statue and its transportation from New York where it arrived from Italy was a whopping \$600!! The statue was unveiled at a grand ceremony on June 9, 1918 at which some 1400 people gathered – Chaminade still has the program from the celebration.

The statue remained in front of the main building till it was moved to the front of Frische Hall in 1970, a move made to accommodate new parking for the campus.

Chaminade had it recast in bronze a few years ago because the marble was showing significant deterioration. The original is now in storage and awaiting an indoor location where it can once again be displayed.

In addition, inside the foyer to the chapel there appear to be numerous sculptures of ecclesiastical figures.



Dot 15 – Public Art at Congregation Temple Israel, #1 Rabbi Alvin D. Rubin Drive (Ladue Road at Spoede)

Inspiration



Location: Congregation Temple Israel, #1 Rabbi Alvin D. Rubin Drive
(Ladue Road at Spoede)

Artist: Robbie Robbins

Date created: 1996

Date installed: 1996

Material: Stainless steel on a granite base

This piece was commissioned by Joan and Les Nackman in memory of their son, Kirk Nackman, for whom the surrounding garden is named. It is located near the entrance to the May Chapel.

The sculptor is Robbie Robbins from San Francisco. According to his website, Robbins' art is dominated by a passion to create perfect forms in space with impeccable simplicity of line and shape. The sculpture Inspiration is thought to resemble the Eternal Light, an important symbol in Judaism.

Sculpture on Roof



Artist: Gyo Obata

Date created: 1962

Material: Copper; menorah at very top is said to be dipped in gold

Temple Israel was designed by Gyo Obata, of the internationally renowned architectural firm of Hellmuth, Obata, and Kassabaum (HOK). The roof line evokes the peaks of the tents of the Israelites in the wilderness. Atop the roof is a copper sculpture, with a menorah resting on its peak.

Abstract Wall Sculpture



Artist: Rodney Winfield

Date installed: 1961

Material: Copper

This piece of sculpture, which is located on the left side of the large window facing Ladue Road, is a gift from the Christ Church Cathedral and the Episcopal Diocese.

Wall Sculpture of a Menorah



Artist: Rodney Winfield

Date installed: 1961

Material: copper

This piece of sculpture, which is located on the right side of the large window facing Ladue Road, is a gift from the Confirmation Classes of 1960 and 1961.

Dot 16 – Sol Temperat Omnia



Location: Temple Emanuel, 12166 Conway Road

Artist: Saunders Schultz (1927-)

Date installed: 1989

Material: Polished stainless steel on granite base

The name, Sol Temperate Omnia, is Latin for The Sun Warms Everything. According to the artist, "It is about reaching up and outward to the sun. It's leaf-like forms are reaching for the sun. It's the idea of growth." Mr. Schultz explains, "The sculpture evokes the same spiritual feeling that one encounters when reading these lines from Walt Whitman's poem, *Song of Myself*, 'I believe a leaf of grass is no less than the journey work of the stars.'"

This work of art was donated to Temple Emanuel by the Monsey family in 1989.

Saunders Schultz's career spans more than 50 years since graduating from Washington University with a Bachelor of Fine Arts degree in 1950 and a fellowship to the University of Illinois, where he received a Master of Fine Arts Degree in 1952. He founded Scopia, a unique sculpture studio in 1960.

In addition, the sanctuary of Temple Emanuel was designed by William Bernoudy, a protégé of Frank Lloyd Wright, and is a unique and beautiful building.

Dot 17- Holy Cross Lutheran Church



Location: 13014 Olive Blvd.

Artists: Saunders Schultz and Bill Severson

Date built: 1967

Material: Epoxy roof, stained glass windows

This is a small white building to the west of the Holy Cross Lutheran Church. According to Mr. Schultz, "The building is the sculpture." He characterized the building as "architectural sculpture", with "the Church's form reaching spiritually upward." Schultz is most proud of the ceiling on the inside of the building. He says it is like a whale, a skeleton. He also designed the stained glass windows.



Appendix III: Creve Coeur City Council Resolution Establishing the Public Art Task Force

RESOLUTION NO. 881

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR
ESTABLISHING A TASK FORCE TO INVESTIGATE PUBLIC ART IN CREVE COEUR
AND DEVELOP A CREVE COEUR PUBLIC ART MASTER PLAN.**

WHEREAS, the Mayor and City Council learned about public art and a Public Art Master Plan in the City Council Work Session held on June 8, 2009; and

WHEREAS, the City of Creve Coeur has recognized the benefit to the community that would result from planned public art throughout the community; and

WHEREAS, the Recycling, Environment and Beautification Committee supports the exploration of public art and the development of a Public Art Master Plan for the City of Creve Coeur;

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

SECTION 1. There is hereby established a Public Art Task Force to consist of not more than 11 members. The Task Force shall include Creve Coeur residents, citizens who work in Creve Coeur or professionals in fields relating to the Public Art Task Force.

SECTION 2. The duties of the Task Force shall include, but not be limited to:

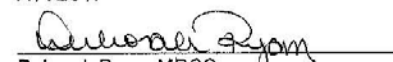
1. Defining Public Art in Creve Coeur.
2. Identifying existing Public Art in Creve Coeur.
3. Seeking the level of public interest in Public Art in Creve Coeur through the newsletter, city website and public forums.
4. Research funding opportunities to procure art, maintain art, de-assess art and to administer the Public Art Program through public and private sources.
5. Develop a Public Art Master Plan for the City of Creve Coeur.

SECTION 3. The Task Force shall make regular reports to City Council and shall continue its work until it is dissolved by further resolution of the City Council.

Adopted this 24th day of August, 2009.


Harold Dielmann, Mayor

ATTEST:


Deborah Ryan, MRCC
City Clerk

Appendix IV: Possible Zoning Recommendations

The Task Force recommends the Creve Coeur Arts Commission investigate possible incentives that can be utilized within the Zoning Code. Currently, the Zoning Code provides consideration for bonus coverage within the “PO” Planned Office, “MX” Mixed Use, “PC” Planned Community, “GC” General Commercial and “CB” Core Business Districts in exchange for special site planning features such as “objects of art or beautification, and statuary or other unique visual features.”

The Creve Coeur Arts Commission should recommend to the City Council a revision to the City’s Zoning Code to ensure that future art proposals are consistent with the intent of the Public Art Master Plan. Funding for the art should be based on a percentage of the total construction cost of the development (e.g. 1%). Other possible incentives should also be investigated by the Creve Coeur Arts Commission. The CCAC would also work to develop, in partnership with the City Council and the Planning Division, strategies for the funding of Public Art in association with private and public development.

For example:

Section 405.370: “CB” Core Business District

(E)(3)(b) Maximum site coverage

(2) The Planning and Zoning Commission may, in its discretion, allow the permitted coverage to be increased as a bonus by an additional factor (not to exceed a total of seventy percent (70%) site coverage) in consideration of special or outstanding landscape and site planning features as demonstrated by a site development plan submitted in accordance with Section 405.1080. The features to be considered in the granting of any bonus coverage may include, but not be limited to, the provisions of:

- (a) Special pedestrian facilities and features such as gardens, fountains, seating areas and outdoor recreation amenities;*
- (b) Objects of art or beautification; statuary or other unique visual features, with recommendation and assistance from the Creve Coeur Arts Commission;***
- (c) Burial of overhead transmission lines and removal of utility poles.*

The City of Clayton provides for:

SECTION 405.1380: PUBLIC BENEFIT

A. The public benefits to the City that are intended to be derived from the approval of planned unit developments include, but are not limited to:

- i. Extraordinary landscaping and greenspace provisions;*
- ii. Garage entryways by virtue of their location, materials and design blend with the architecture of the surrounding neighborhood;*
- iii. Architectural distinction and significance that would make the development noteworthy;*
- iv. Extensive use of high quality building materials that would add significant value to the property and benefit the adjacent properties;*

- v. *Provision of new public infrastructure including, but not limited to, streets, curbs, sidewalks, sanitary sewers, stormwater sewers, lighting and public parking;*
 - vi. *Provisions for reduced sale or rental for a percentage of the units to encourage the goal of affordable housing;*
 - vii. *Sustainable building design and construction including, but not limited to, sustainable site development, green roofs, water savings, energy efficiency, materials selection and indoor environmental quality.*
- B. For projects proposed within the central business district, the public benefits specific to the central business district that are intended to be derived from the approval of planned unit developments include, but are not limited to, the following accessory complimentary features:*
- i. *Inclusion of below grade public parking facility located underneath the proposed development;*
 - ii. *Inclusion of public parking spaces in excess of what is required by [Chapter 405, Article XXV](#) of the Municipal Code;*
 - iii. *Inclusion of street level landscape garden, plaza or park available for public use;*
 - iv. *Inclusion of special access features or provisions to existing or planned public transit facilities;*
 - v. *Inclusion of a mixed use development plan where no single use exceeds eighty percent (80%) of the total floor area;*
 - vi. **Public art;**
 - vii. *Architectural distinction and significance that would make the building(s) noteworthy; and*
 - viii. *Extensive use of high quality building materials that would add to the assessed valuation of the structure. (Ord. No. 5814 §1(12.3), 4-27-04; Ord. No. 5935 §1(12.3), 7-11-06)*

Appendix V: Public Art Task Force Members' Biographies

Emma Dent: Emma Dent, a St. Louis native, has lived in Creve Coeur for nearly 20 years. In May of 2009, she graduated summa cum laude from Washington University in St. Louis with an A.B. in Art History & Archaeology. Dent has held internship positions at a variety of arts and culture organizations throughout the country, including the Saint Louis Art Museum, the Mildred Lane Kemper Art Museum, the Corcoran Gallery of Art in Washington, D.C., and the Regional Arts Commission. She currently works as a research assistant to Dr. Angela Miller, Professor of Art History & Archaeology at Washington University, and is set to begin work as a project-based public art consultant for Via Partnership, LLP.

Jim Hentschell: architect, practicing/living in Creve Coeur for 40 years. Previously vice chair of Planning and Zoning Commission, 2 City Attorney search committees, TIF commission, and 3 Building Department Review Committees. Founding member of Kirkwood Fine Arts Commission.

Anne Lewis: Anne Lewis holds a Bachelor of Fine Arts from Tyler School of Art in Philadelphia. She attended Skowhegan School of Painting and Sculpture + Cornell. After a short career as a fine artist she redirected with a degree in landscape architecture from the Harvard Graduate School of Design. Anne relocated to St. Louis in 1982 to join the architecture firm of H.O.K. She started her own business in 1991. Lewisites Inc. Landscape Architects has been located on Lindbergh Blvd in Creve Coeur for 12 years. Now, after a thirty year practice of landscape architecture she wants to 'quit her day job' to re enter the art world as a commercial artist.

Judy Pass: A resident of Creve Coeur for almost 40 years, Judy Pass and her husband Jeffrey have been married for 45 years, have 2 adult sons and one grand-daughter. After graduation from Cornell, Pass produced antiques shows throughout the country. Following that, she became involved in political campaigns and worked as a political consultant for almost ten years. She served as a member of the Creve Coeur City Council from 1993-2002 and is currently a member of the City's Recycling, Environment and Beautification Committee. In 1999, Pass served as the Co-Chair of the City's 50th Anniversary Sculpture Competition, which culminated in the selection of the Carol Fleming sculpture, "Celebration of Community", which is located on the grounds of the Government Center. Other community activities include the Creve Coeur Squires, Trustee and Editorial Chair of the St. Louis Jewish Light, and former Board Member of the Tappmeyer Foundation. Pass's other interests involve working in her award-winning garden, growing orchids and playing duplicate bridge.

Dionna Raedeke: Dionna Raedeke is an artist and designer, living and working in Creve Coeur for the past 3 years. Dionna has been in the design industry for the last 11 years, and currently consults in the specialized field of creating Artwork Master Plans for healthcare environments. Dionna is the co-founder of ART E.A.S.T. studio tours and the Edwardsville Arts Center. She and her husband both make art and exhibit regularly. Dionna has a Bachelor of Fine Arts degree from Southern Illinois University at

Edwardsville. She and her husband have one son, who is also a prolific artist in his own right.

Scott Saunders: Elected to the Creve Coeur City Council April 2011, Scott Saunders has been a resident of Creve Coeur for 14 years. In 2001 he was appointed to the Traffic Committee where he served his final seven years as Chairman of that Committee. During this period of service he also served as District 3 Representative to the St. Louis County I-64 Task Force. More recently and immediately preceding his election to the City Council, he served as a Planning & Zoning Commissioner for the City of Creve Coeur, as well as a member of the Public Art Task Force to which he now serves as the Council Liaison. He is an Associate Professor of Pediatrics and Developmental Biology at Washington University School of Medicine where he cares for critically ill newborns in the Neonatal Intensive Care Unit at St. Louis Children's Hospital and runs an active research laboratory focused on understanding the causes of birth defects. He received his B.S. from the University of Minnesota and his M.D. and Ph.D. degrees from Stanford Medical School, prior to completing his clinical training at Harvard Medical School. Scott has been married to Steph for 27 years. They have two teenage children, Will and Julia, who attend school in the Parkway School District.

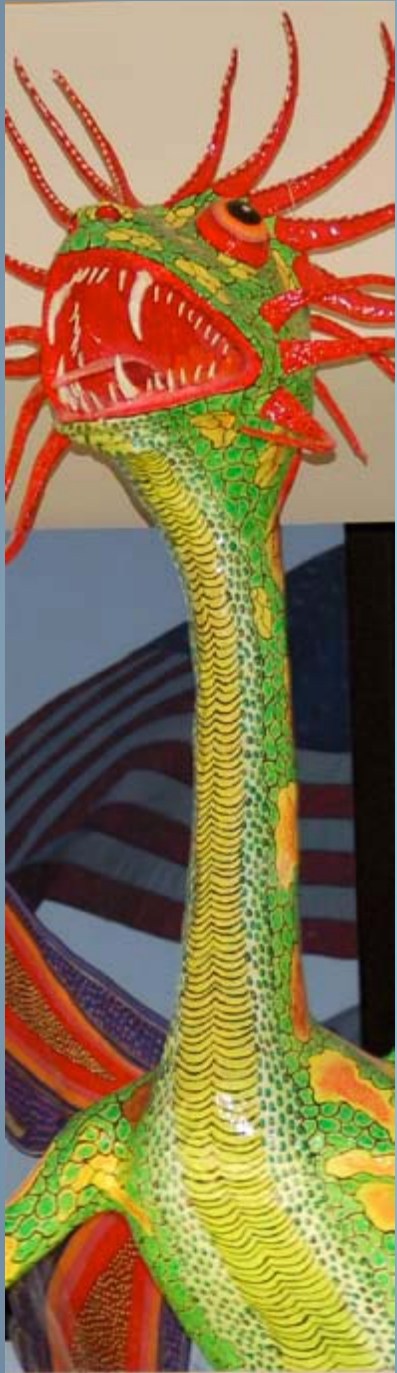
Daniel P. Tierney: Daniel Tierney is the deputy director of the Regional Arts Commission (RAC). Tierney represented RAC during the construction of its Cultural Resource Center—a 21,000 square foot facility. During his tenure at RAC, Tierney has implemented several time-saving improvements to the grants system. Most recently he became RAC's point person for Crestwood Court ArtSpace and Chesterfield Mall Artropolis. These unique partnerships between RAC and local malls offer empty spaces in the mall for a small fee to artists and cultural groups, stimulating both business and the arts. Additionally, Tierney has served as a panelist at a national Americans for the Arts conference and he presents seminars on grant writing and organizational training. He is also an alliance member of BoardLink, an organization that introduces talented and informed individuals from diverse backgrounds to non-profit organizations to serve on their boards. In his limited spare time Tierney serves as chairman for the Creve Coeur Public Art Task Force, and on the City's Recycling Environment and Beautification Committee. He also serves as Assistant Scoutmaster for the Boy Scouts and is a Trustee for his neighborhood. He is married with two children and lives in Creve Coeur.

Jessica Witte: Jessica Witte is an artist and educator. She has exhibited her multi-media work extensively in the Midwest including a four-person show at The Museum of Nebraska Art, as well as her work being included in over 40 exhibitions at venues such as the Rockford Art Museum (IL), WomanMade Gallery (Chicago), the Berkeley Art Center (CA) and Maas Gallery (Purchase, NY), as well as the San Diego Art Institute. Mrs. Witte served as Nehring Gallery Director, Coordinator of Marketing and Education for the Northern Illinois University Art Museum and instructor at Waubensee Community College, before relocating to St. Louis in 2008. Since moving, she has taught classes at St. Charles Community College, the St. Louis Artist Guild, and conducted workshops of her large-scale drawings with seed. Her ephemeral birdseed drawing projects were recently featured in Chicago Art Magazine and will appear briefly at the Barnes Jewish St. Louis Children's Hospital July 2011.

Douglas R. Wolter: Douglas Wolter is Horticulture Supervisor for St. Louis County Department of Parks & Recreation. He founded the Children's Garden Club, now in its 11th year. He was honored to be able to be a part of the floral design team at Lambert Saint Louis Airport for Pope John Paul II's departure from St. Louis in 1999. He has serving on the Members Board of the Missouri Botanical Garden, Christmas In St. Louis, Co-Chairman of the 1991 GWAA National Meeting in St. Louis, St. Louis Flower Show Advisory Board for the Junior League of St. Louis, V.P. Parade Floral Chairman, Cultural Festivals (Heritage Jazz, Art Fair, the Big Read), Creve Coeur's Recycling Environment and Beautification Committee and Public Art Task Force, a member of the Greater St. Louis Landscape and Nurserymen's Association. Doug attended both Meramec Community College and Colorado State University.

Special thanks to **Stacie Jensen** who provided graphic design for this document.





Creve Coeur Public Art Master Plan



Executive Summary

1

- Definition of Public Art
 - *Public art in Creve Coeur refers to quality works of original art in any media for temporary or permanent placement that have been planned as an integral part in accessible settings*
- Goals and Objectives

Formation of the Arts Commission

- Consists of 7 members
 - All are appointed according to Article IV, Section 4.4(i) of the city charter
 - Residents of the City
 - Experience in the arts
 - One of the seven is from the Planning and Zoning Commission
- Form a 501 (c) 3 Not-for-Profit corporation



Acquisition and De-Accession Policy

- Accepting or acquiring art work
 - Consistent with the definition of public art
 - Follow procedures in the policy
- Disposing of or removing art work
 - Criteria for selecting works to be removed
 - Procedures to remove



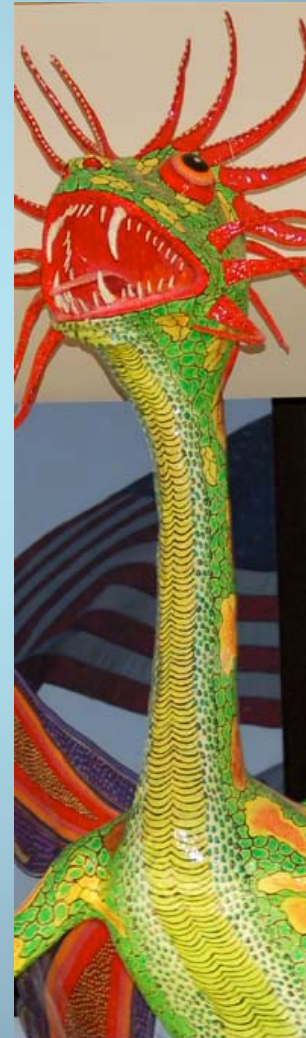
Call for Artists

- Guidelines to follow
- Sample Call
- Who to send the call to
- Where to send out a notice



Public Art Loan Program

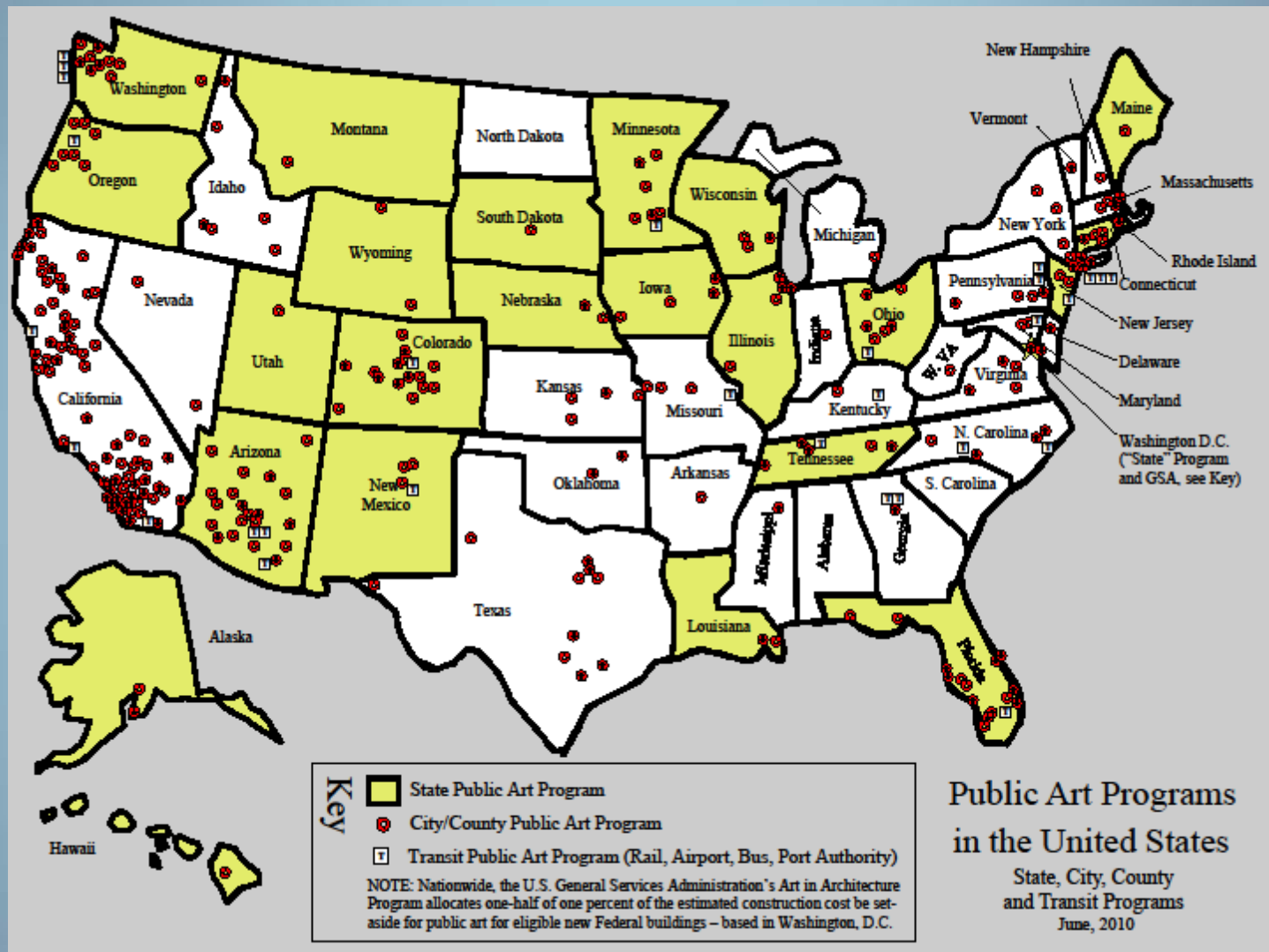
- Creating a contract
- Insuring the art work



Funding Mechanisms

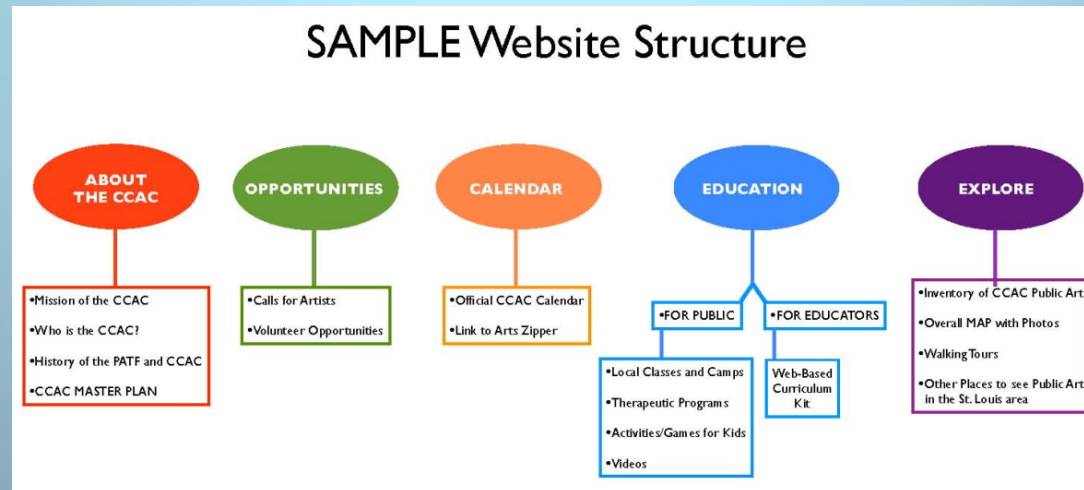
- Donations
- Grants
- City Funded
 - 1 percent of construction costs
- Private development
 - Bonus coverage incentives
- Downtown Plan
 - City portion
 - Lighting, streetscape, sidewalks
 - Private Development portion
 - Incentives





Education

- Web-site
- Curriculum Kit
- Resources



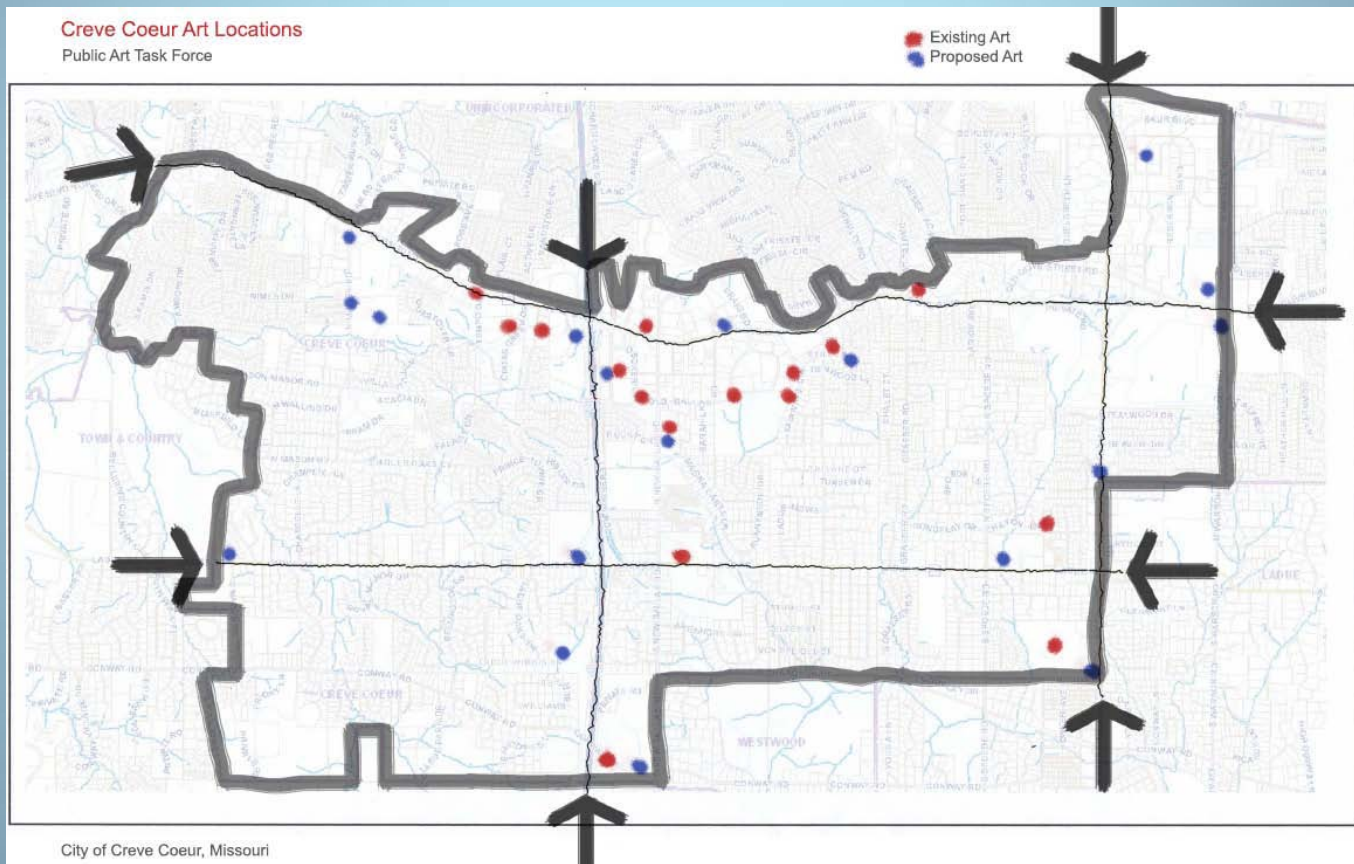
Suggestions from the Public Forum

- Public Programs
- Site specific suggestions and examples
- Adaptive reuse of environmental materials

Engaging the Public

- Community input
- Projects involving the community
- Volunteering
- Involving local artists

MAP



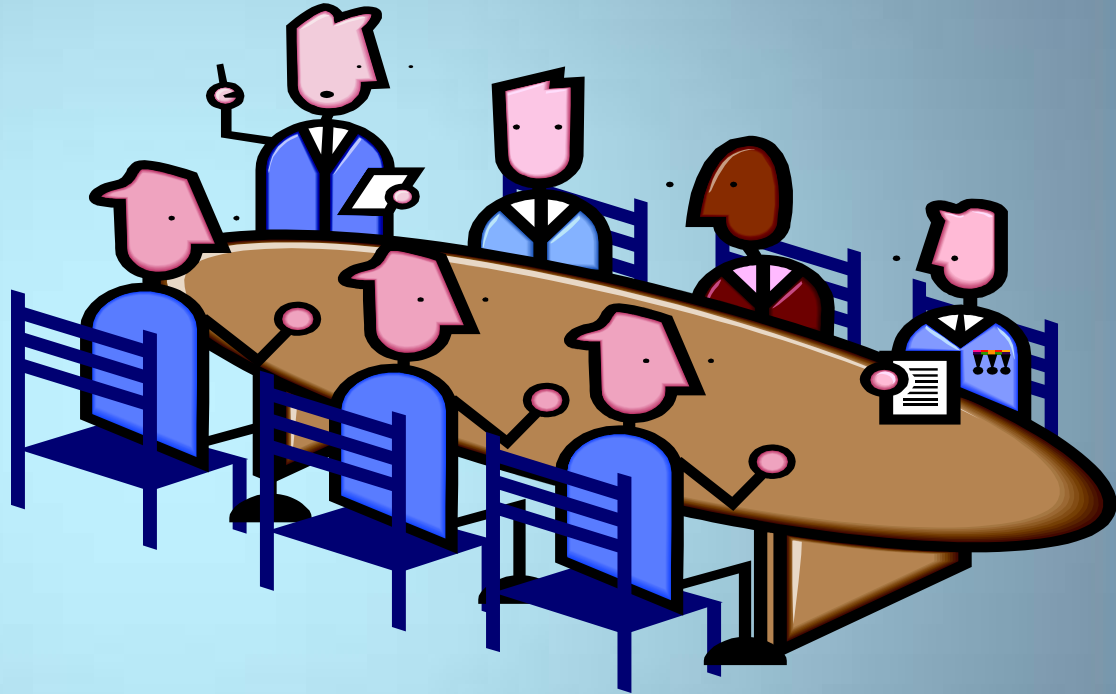


Inventory



The Task Force

- Emma Dent
 - Jim Hentschell
 - Anne Lewis
 - Judy Pass
 - Dionna Raedeke
 - Scott Saunders
 - Dan Tierney
 - Jessica Witte
 - Douglas R. Wolter
-
- Whitney Kelly – Staff Liaison



AN ORDINANCE AMENDING ARTICLE IX, PROPERTY MAINTENANCE CODE, OF CHAPTER 500 OF THE CITY CODE OF ORDINANCES OF THE CITY OF CREVE COEUR TO PROVIDE FOR NOTIFICATION TO THE CITY BY AMEREN MISSOURI COMPANY WHEN THERE IS A SUCCESSOR OF EXISTING UTILITY SERVICE.

WHEREAS, Ameren Missouri Company has the capability of notifying the city where there are successors of existing utility service by residential or non-residential customers, and

WHEREAS, this information will be helpful to the city for updating occupancy permit records for the purpose of properly enforcing the PROPERTY MAINTENANCE CODE.

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

SECTION 1: ARTICLE IX, PROPERTY MAINTENANCE CODE, of Chapter 500 of the City Code of Ordinances is hereby amended to read as follows:

SECTION 500.930. AMENDMENTS TO CHAPTER 1 INTERNATIONAL PROPERTY MAINTENANCE CODE:

CHAPTER 1 – Scope and Administration :

Chapter 1 of the International Property Maintenance Code, 2009 Edition, is amended as set forth herein. Each section, subsection, or clause of the code that numerically corresponds to one of the following numbered provisions is hereby deleted where so noted, or amended to read as set forth below. Each provision set out below without a corresponding section, subsection or clause number in the code is hereby enacted and added thereto.

SECTION 114 - UTILITY COMPANY NOTIFICATION

114.1 Notification. For any month when there is a change of user of residential rate (rate 001) or non-residential (rate 043) electric service within the city, Ameren Missouri Company shall notify the Chief Building Official of the changes, indicating the address and apartment number or unit number in whose name the service is connected or billed.

SECTION 2: Ameren Missouri shall submit annually to the city an invoice for its costs associated with this ordinance. The initial cost of this service will be \$150 payable to Ameren Missouri and shall not exceed \$150. Future price increases, if any, will only reflect the actual costs incurred by Ameren Missouri to provide this service. The city shall pay Ameren Missouri the amount of the invoice within thirty (30) days of receipt.

SECTION 3: SAVING CLAUSE: Nothing in this ordinance or in the Property Maintenance Code hereby adopted, shall be construed to affect any suit or proceeding currently pending in any court as of the effective date hereof, or any rights previously acquired or liability previously incurred, or any cause or causes of action existing under any ordinance hereby repealed, as cited herein.

SECTION 4: SEVERABILITY: If any section, subsection, provision, sentence, clause, or phrase of this ordinance or of the ICC International Property Maintenance Code, 2009 Edition, is, for any reasons held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or of said code, and the City of Creve Coeur City Council hereby declares that it would

BILL No 5325

ORDINANCE No _____

have passed the same , even though such portion so held to be unconstitutional had not been included therein.

SECTION 4: EFFECTIVE DATE: This ordinance shall become effective on January 1, 2012.

Adopted by the City Council this ____ day of _____, 2011.

Tara Nealey
PRESIDENT OF THE CITY COUNCIL

Approved this ____ day of _____, 2011.

Harold L. Dielmann
MAYOR

ATTEST:

Deborah Ryan, MRCC
CITY CLERK

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF
CREVE COEUR TO REZONE FIVE ACRES OF LAND FROM “AR”,
ATTACHED SINGLE-FAMILY RESIDENTIAL DISTRICT TO “GC”, GENERAL
COMMERCIAL, AND 4.28 ACRES OF LAND FROM “AR” ATTACHED
SINGLE-FAMILY RESIDENTIAL DISTRICT TO “D” SINGLE-FAMILY
RESIDENTIAL DISTRICT, TOGETHER WITH A SITE CONCEPT PLAN FOR
THE PROPERTY ADDRESSED AS 13150 OLIVE BOULEVARD.**

WHEREAS, an application was made by George Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Orson Properties LLC, to subdivide and rezone 5 acres of the property at 13150 Olive Boulevard from “AR” Attached Single-Family Residential to “GC” General Commercial and rezone the remaining 4.28 acres from “AR” Attached Single-Family Residential to “D” Single-Family Residential; and

WHEREAS, in accordance with Section 405.1080 of the Zoning Ordinance, the applicant has submitted a site concept plan for the subject property, addressed as 13150 Olive Boulevard, to the Division of Planning; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, July 5, 2011, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application; and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a unanimous vote, recommended approval of the rezoning, subject to conditions, at its meeting on July 18, 2011; and

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

WHEREAS, the City Council being fully informed finds that rezoning the property would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in good zoning practice;

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

Section 1: The Official Zoning Map of the City of Creve Coeur shall be amended to rezone five acres of the property addressed as 13150 Olive Boulevard from “AR” Attached Single Family Residential District to “GC” General Commercial District, and the remaining 4.28 acres from “AR” Attached Single Family Residential District to “D” Single Family Residential District, subject to the conditions stated herein, which property is more specifically described as follows:

TRACT TO BE RE-ZONED "GC" GENERAL COMMERCIAL DISTRICT
(LOT 1)

A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Beginning at the northeastern corner of a tract of land as conveyed to Richard Schoenberg by instrument recorded in Book 8472, Page 579 of the St. Louis County Records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence continuing along said southern right-of-way line the following courses and distances: North 84 degrees 07 minutes 01 seconds East, 122.80 feet; North 67 degrees 25 minutes 04 seconds East, 104.40 feet and South 61 degrees 22 minutes 29 seconds East, 191.56 feet to the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of above said records; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet and South 42 degrees 35 minutes 00 seconds East, 331.99 feet; thence departing last said line the following courses and distances: South 47 degrees 25 minutes 00 seconds West, 309.69 feet; North 53 degrees 46 minutes 50 seconds West, 83.08 feet; North 35 degrees 29 minutes 20 seconds West, 30.45 feet; North 24 degrees 52 minutes 46 seconds West, 182.82 feet; North 37 degrees 51 minutes 47 seconds West, 22.96 feet; North 11 degrees 25 minutes 38 seconds West, 60.53 feet to the beginning of a non-tangent curve to the right; thence along said curve having a radius of 54.00 feet, a chord which bears South 87 degrees 20 minutes 55 seconds West, 71.94 feet and an arc length of 78.73 feet; South 35 degrees 43 minutes 17 seconds West, 48.38 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records, said point also being the centerline of a creek; thence continuing along last said northeastern lines and said centerline the following courses and distances: North 54 degrees 16 minutes 43 seconds West, 24.34 feet; North 74 degrees 59 minutes 49 seconds West, 72.92 feet; North 80 degrees 19 minutes 54 seconds West, 70.19 feet; South 75 degrees 37 minutes 16 seconds West, 68.74 feet and South 87 degrees 19 minutes 59 seconds West, 113.38 feet to the southeastern line of above said Richard Schoenberg tract; thence along the southeastern and eastern lines of said Richard Schoenberg tract, North 52 degrees 57 minutes 00 seconds East, 339.42 feet and North 07 degrees 09 minutes 29 seconds West, 74.34 feet to the Point of Beginning and containing 217,784 square feet or 5.000 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on June 29, 2011.

TRACT TO BE RE-ZONED "D" SINGLE FAMILY RESIDENTIAL
(LOT 2)

A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Commencing at the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of the St. Louis County Records, said point also being located on the southern right-of-way line of

Olive Boulevard, variable width; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet and South 42 degrees 35 minutes 00 seconds East, 331.99 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said southwestern and western lines the following courses and distances: South 42 degrees 35 minutes 00 seconds East, 136.83 feet and South 07 degrees 51 minutes 00 seconds West, 645.81 feet to the northern line of Bellerive Farm Estates Plat One a subdivision according to the plat thereof as recorded in Plat Book 347, Pages 193 and 194 of above said records; thence along the northern lines of said Bellerive Farm Estates Plat One the following courses and distances: North 81 degrees 19 minutes 25 seconds West, 153.03 feet; North 06 degrees 34 minutes 25 seconds West, 397.63 feet; North 53 degrees 46 minutes 50 seconds West, 230.68 feet and North 43 degrees 41 minutes 27 seconds West, 28.77 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records, said point also being the centerline of a creek; thence continuing along last said northeastern lines and said centerline the following courses and distances: North 12 degrees 36 minutes 03 seconds West, 94.89 feet; North 24 degrees 52 minutes 46 seconds West, 72.97 feet; North 37 degrees 51 minutes 47 seconds West, 69.04 feet and North 54 degrees 16 minutes 43 seconds West, 29.15 feet; thence departing last said northern line the following courses and distances: North 35 degrees 43 minutes 17 seconds East, 48.38 feet to the beginning of a non-tangent curve to the left; along said curve having a radius of 54.00 feet, a chord which bears North 87 degrees 20 minutes 55 seconds East, 71.94 feet and an arc length of 78.73 feet; South 11 degrees 25 minutes 38 seconds East, 60.53 feet; South 37 degrees 51 minutes 47 seconds East, 22.96 feet; South 24 degrees 52 minutes 46 seconds East, 182.82 feet; South 35 degrees 29 minutes 20 seconds East, 30.45 feet; South 53 degrees 46 minutes 50 seconds East, 83.08 feet and North 47 degrees 25 minutes 00 seconds East, 309.69 feet to the Point of Beginning and containing 186,498 square feet or 4.281 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc, on June 29, 2011.

Section 2: As required by Section 405.1080 of the Zoning Ordinance, the approval of said rezoning request is subject to the property being developed in accordance with the site concept plan, as further revised as required and approved by the City of Creve Coeur, and subject to the following additional conditions:

- A. The rezoning is contingent upon completion of a municipal boundary adjustment resulting in the entire property being located in the City, and shall not take effect unless and until such boundary adjustment is completed. The applicant shall submit a boundary adjustment application for the annexation of that portion of the proposed "GC" District that lies within the City of Chesterfield. If the municipal boundary has not been adjusted within twelve (12) months, this ordinance shall not take effect.
- B. Prior to issuance of any building permits, the applicant shall complete the recording of the boundary adjustment plat, revising the boundary of the two properties along the district lines, and provide final copies to the City.
- C. Prior to issuance of any building permits, the applicant shall prepare and record indentures requiring maintenance of the quarry lake, as approved by the City Attorney.
- D. Prior to issuance of any building permits, the applicant shall provide proof of recording of all necessary access easements and/or street dedications for access to the portion of the property rezoned to D from Olive Boulevard.

- E. Prior to issuance of any building permits, the applicant shall provide written acceptance by the Missouri Department of Transportation of the proposed Olive Boulevard access and any modifications to Olive Boulevard.
- F. Prior to issuance of any building permits, a deed restriction shall be placed on the subject properties, which prohibits the following uses:
1. Transportation and communication uses including only the following:
 - a. Local and suburban transit and interurban highway passenger transportation including only the following:
 - (i) Local and suburban passenger transportation (all uses within SIC Code 411).
 - (ii) Taxicabs (all uses within SIC Code 412).
 - (iii) Intercity and rural bus transportation (all uses within SIC Code 413).
 - (iv) Bus charter service (all uses within SIC Code 414).
 - b. Communications including only the following:
 - (i) Telephone communications (all uses within SIC Code 481 except radio, television and communication transmitting or relay towers, antennas and other similar structures).
 - (ii) Telegraph and other message communications (all uses within SIC Code 482).
 - (iii) Radio and television broadcasting stations (all uses within SIC Code 483).
 - (iv) Cable and other pay television services (all uses within SIC Code 484).
 2. Miscellaneous equipment rental and leasing including only the following:
 - a. Medical equipment rental and leasing (all uses within SIC Code 7352).
 - b. Equipment rental and leasing not elsewhere classified (all uses within SIC Code 7359).
 3. Membership organizations including only the following:
 - a. Business associations (all uses within SIC Code 861).
 - b. Professional membership organizations (all uses within SIC Code 862).
 - c. Labor unions and similar labor organizations (all uses within SIC Code 863).
 - d. Civic, social and fraternal associations (all uses within SIC Code 864 except bars and restaurants owned and operated for members of organizations only).
 - e. Political organizations (all uses within SIC Code 865).
 - f. Other membership organizations (all uses within SIC Code 869).

Said deed restriction shall be submitted to the City Attorney for review and approval prior to recording.

- G. The applicant shall submit a site development plan and applications for any other approvals as necessary in compliance with Section 405.360 and other City ordinances. Site development plan applications shall include detailed building and landscape drawings to demonstrate conformance with the Design Guidelines and the Zoning Code. Acceptance of the site concept plan does not represent approval for any development of the property.

BILL NO. 5326

ORDINANCE NO. _____

- H. The applicant shall submit lighting specifications and a photometric study for any lighting proposed with the final site development plan to the Division of Planning for review and approval.
- I. The applicant shall submit site improvement plans in conformance with the final site development plan to the Division of Planning for review and approval prior to issuance of a building permit.
- J. The applicant shall provide a final landscape plan with the site improvement plan to the Division of Planning for review and approval in conformance with Section 405.540 of the Zoning Ordinance. The landscape plan shall also be in substantial conformance with the approved site development plan.
- K. The applicant shall submit architectural renderings to the Division of Planning for review to determine substantial conformance with approved site development plans.
- L. The applicant shall submit building plans to the Building Department for review and approval, as required by Title V of the Municipal Code.

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

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

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

Meeting Date: August 8, 2011

To: Honorable Mayor and City Council Members
Mark Perkins, City Administrator

From: Whitney Kelly, AICP, City Planner, and Paul Langdon, AICP,
Director of Community Development

Subject: P&Z Application #11-014; 13150 Olive Boulevard-Cava Di Roccia
Rezoning

PLANNING AND ZONING COMMISSION ACTION AND DRAFT ORDINANCE

On July 18, 2011, the Planning and Zoning Commission voted 7-0 in favor of the following motion on P&Z Application #11-014:

“To approve the draft rezoning and site concept plan on application #11-014, subject to the conditions contained in the draft ordinance attached to the staff report dated July 18, 2011 with the additional two conditions that the Planning Commission recommend to the City Council, a restricted use of “GC” business uses that may be permitted and that planning be incorporated to take care of the requirement that the quarry be maintained in a reasonable way by legal encumbrances.”

Therefore, the draft ordinance has been revised to include these conditions.

Due to concerns that some of the uses permitted by right in the “GC” District would not be appropriate at this location, the Planning and Zoning Commission recommended that the rezoning ordinance include a list of those uses to be prohibited by deed restriction on the subject properties. Staff recommend that the deed restriction prohibit the following uses:

1. Transportation and communication uses including only the following:
 - a. Local and suburban transit and interurban highway passenger transportation including only the following:
 - (i) Local and suburban passenger transportation (all uses within SIC Code 411).
 - (ii) Taxicabs (all uses within SIC Code 412).
 - (iii) Intercity and rural bus transportation (all uses within SIC Code 413).
 - (iv) Bus charter service (all uses within SIC Code 414).

- b. Communications including only the following:
 - (i) Telephone communications (all uses within SIC Code 481 except radio, television and communication transmitting or relay towers, antennas and other similar structures).
 - (ii) Telegraph and other message communications (all uses within SIC Code 482).
 - (iii) Radio and television broadcasting stations (all uses within SIC Code 483).
 - (iv) Cable and other pay television services (all uses within SIC Code 484).
 - 2. Miscellaneous equipment rental and leasing including only the following:
 - a. Medical equipment rental and leasing (all uses within SIC Code 7352).
 - b. Equipment rental and leasing not elsewhere classified (all uses within SIC Code 7359).
 - 3. Membership organizations including only the following:
 - a. Business associations (all uses within SIC Code 861).
 - b. Professional membership organizations (all uses within SIC Code 862).
 - c. Labor unions and similar labor organizations (all uses within SIC Code 863).
 - d. Civic, social and fraternal associations (all uses within SIC Code 864 except bars and restaurants owned and operated for members of organizations only).
 - e. Political organizations (all uses within SIC Code 865).
 - f. Other membership organizations (all uses within SIC Code 869).

The second condition included in the Commission recommendation is intended to address the legal means of protecting the quarry lake as common ground for both properties. The draft ordinance therefore requires that the applicant shall prepare and record indentures requiring maintenance of the quarry lake, as approved by the City Attorney.

In addition to the draft rezoning ordinance, a second ordinance is included for Council's consideration for the municipal boundary adjustment with the City of Chesterfield. Completion of this boundary adjustment is also listed as a condition of the ordinance approving the rezoning. The City Attorney and Planning Director with the City of Chesterfield have been contacted and indicated that they are likely to proceed with the boundary adjustment in the near future.

If there are any remaining questions, the Planning Division staff is available to provide clarification.



city of CREVE COEUR

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(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

APPLICATION TO PLANNING AND ZONING COMMISSION

#11-014 FOR REZONING 5 ACRES FROM "AR" ATTACHED SINGLE-FAMILY RESIDENTIAL TO "GC" GENERAL COMMERCIAL AND 4.28 ACRES FROM "AR" ATTACHED SINGLE-FAMILY RESIDENTIAL TO "D" SINGLE FAMILY RESIDENTIAL, FOR SITE CONCEPT PLAN APPROVAL, AND FOR BOUNDARY ADJUSTMENT OF THE PROPERTY LOCATED AT 13150 OLIVE BOULEVARD

FOR THE MEETING OF: July 18, 2011

LOCATION: 13150 Olive Boulevard

REQUEST:

George Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Orson Properties LLC, has submitted an application for site concept plan, boundary adjustment, and rezoning of 5 acres of the property at 13150 Olive Boulevard from "AR" Attached Single-Family Residential to "GC" General Commercial and rezoning the remaining 4.28 acres from "AR" Attached Single-Family Residential to "D" Single Family Residential.

ADDITIONAL INFORMATION:

Section 405.360 "GC" General Commercial District requires a minimum area of five acres, if not expanding an existing "GC" District. The residential unit on the property will be renovated and utilized as a single-family residence. No other residential units are being proposed. There also appears to be a discrepancy between the cities of Creve Coeur and Chesterfield regarding the location of the shared municipal boundary and whether or not it divides this property. This question will also have to be resolved before the project can proceed.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request meet with the minimum standards of the proposed "GC" General Commercial and "D" Single Family Residential districts?

Comp. Plan References

- Residential Preservation and Economic Development
- Community Health and Connectivity

Zoning Code References

- Section 405.280 "D" Single-Family Residential District
- Section 405.360 "GC" General Core Business District
- Section 405.1060 Zoning Changes and Text Amendments

APPLICANTS:

George M. Stock, P.E.
Stock and Associates Consulting
Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO 63117

OWNER:

Orson Properties LLC
7201 Olive Boulevard,
University City, MO 63130



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

7/15/2011
Date

ATTACHMENTS:

Applicant's Materials revised July 14, 2011
Applicant's Boundary Adjustment Plat dated July 15, 2011
Draft Ordinance

INTRODUCTION

George Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Orson Properties LLC, has submitted an application for boundary adjustment and rezoning of five acres of the property at 13150 Olive Boulevard from “AR” Attached Single-Family Residential to “GC” General Commercial and rezoning the remaining 4.28 acres from “AR” Attached Single-Family Residential to “D” Single Family Residential. The existing three lots will be re-subdivided to form two lots along the district lines. The applicant is also requesting approval of the conceptual site plans for the commercial development that includes two buildings: a proposed bank and a restaurant, both with drive-through facilities. No tenants have been identified, so the drive-through facilities cannot be approved at this stage. In the meantime, the rezoning of the property would allow for any use permitted within the “GC” General Commercial District zoning regulations. If a tenant needing a drive-through is later identified, the applicant will have to return to the Planning and Zoning Commission for approval of a site development plan and any conditional use permits necessary. Further, the Site Development Plan has not been submitted, because no architectural drawings can be included without the identification of a tenant and use of the site.

The green space to the southwest, within the “GC” General Commercial District, is currently the leaf transfer lot used by the City’s Public Works Department. This area is within the floodway and is not otherwise developable. Therefore, the applicant is proposing to continue to allow the City to utilize this area, as open green space. The “GC” General Commercial District will also include a large portion of the former quarry lake in order to meet with the five acre minimum requirement for a “GC” District. Finally, a portion of the proposed “GC” District falls within the City of Chesterfield, and a municipal boundary adjustment will be necessary.

The residential rezoning from “AR” Attached Single Family Residential to “D” Single Family Residential will allow for the renovation of the existing house as a single family home. No other housing units are being proposed with this project. Access from Olive Boulevard will be granted through an access easement.

BACKGROUND

The residential structure, in-ground pool, pool house, and a quarry lake are currently located on the subject property. The house was built in 1989 and is approximately 10,000 square feet in size. The area was annexed into the city in 1995. The property was sold in 1999, and has been vacant since. Creve Coeur Country Club purchased the site and with approval of a Conditional Use Permit (Ordinance Number 2115, approved March 12, 2001) proposed to rehab the structure to operate a private club, however this project was never completed.

In 2005, Mr. Jim Fong, of JFA, Inc., received approval (Ordinance Number 3072) for rezoning and a site development plan to the current zoning of “AR” Attached Single Family Residential with the intent to construct twenty-five (25) townhouse units. This project was also never completed and the property has remained un-used in its current state.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial: Bank and drive through restaurant	‘C-8’ Planned Commercial District (Unincorporated St. Louis County)	Olive Boulevard
South	Residential: Bellerive Farm Estates subdivision	“D” Single Family Residential District	NA
East	Residential: Mill Crossing	“AR” Attached Single Family Residential	NA

West	Vacant	"FPR-3" Flood Plain Residential District (City of Chesterfield)	NA
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COMPREHENSIVE PLAN REVIEW

The Comprehensive Plan does not provide much discussion regarding this property. However, the general goals and strategies call for the preservation and protection of residential neighborhoods from encroachment by commercial development, as well as the preservation of the long-term economic strength of the City (Residential Preservation and Economic Development, page 21). Community Health and Connectivity discusses the preservation, protection and acquisition of open spaces, natural areas, and creeks in an effort to improve the quality of life, environment, and air. Further the Community Health and Connectivity Goals and Strategies requires that new commercial, institutional and multi-family development or redevelopment include public amenities such as pedestrian connections, bicycle facilities, public sitting/ gathering areas and open, space as appropriate (page 22). The applicant's site concept plan indicates that roughly 70% of the commercial development will be maintained as greenspace and includes a sidewalk along the Olive Boulevard frontage to help complete the pedestrian network in this area. Thus to this extent the proposed development is in keeping with the Comprehensive Plan. Site Development Plan review will be necessary to ensure further compliance with the Comprehensive Plan.

The Creve Coeur Northwest Sector Land Use Plan was developed in 1996 for the area of West Olive Boulevard. Discussion of this area within the plan calls for the preservation of open space and the maintenance of green space. The plan further includes this site with the proposed development of a park space for recreational use that is passive in nature. This plan was completed prior to the development of Millennium Park, which largely satisfies the intent of the plan for open park space in the Ward IV area of the city. While the commercial development is approximately one-third of the five acres, leaving a majority of the proposed "GC" district as open space, any use of this area for commercial purposes is in conflict with the Northwest Sector plan.

On the other hand, the commercial development will provide the property owner the means to preserve the house in its original setting and maintain a lush residential character adjacent to the surrounding residential development, thus providing a better transition to the surrounding neighborhoods in keeping with the goals of the Comprehensive Plan, arguably more so than the previously approved rezoning to "AR" Attached Single Family Residential. It is also unlikely that this small project will significantly extend any negative impacts of the commercial development north of Olive Boulevard, in Saint Louis County, to the south side of Olive Boulevard, in Creve Coeur, as topographic and development constraints to the east (Mill Crossing) and topographic and hydrologic constraints to the west (Creve Coeur Creek) will limit future development in the area.

ZONING REVIEW

Section 405.1060: Zoning Changes and Text Amendments requires that all rezoning of property to "GC" General Commercial shall be accompanied by a site concept or site development plan and the action of the Planning and Zoning Commission approving, disapproving or conditionally approving the site concept or site development plan shall accompany its recommendation to the City Council regarding the rezoning.

Further, Section 405.1060.E provides for the standards for rezoning a property:

Zoning regulations should be changed if the public welfare is not served by the zoning or if the public interest served by the zoning is greatly outweighed by the detriment to private interests. In making this determination, the City should consider the adaptability of the subject property to its zoned use and the effect of zoning on property value in assessing private detriment. The character of the neighborhood, the zoning and uses of nearby property, and the detrimental effect that a change in zoning would have on other property in the area are relevant to the determination of public benefit.

As discussed earlier, the property has remained in derelict condition for twelve years, and has been subject to vandalism and trespassing that could lead to significant public hazards. It is unlikely that the development of this property as a single-family residence and the maintenance of open greenspace are likely to occur, given the current condition of the property. As discussed under the Comprehensive Plan review, the commercial development will allow the property owner to restore the existing house as a single family residence, thus limiting the detrimental effect the commercial development would have on the surrounding neighborhoods, particularly to the south.

Olive Boulevard has been the commercial corridor within the City of Creve Coeur. With any property that has frontage along Olive Boulevard, commercial development pressure will continue to occur, even more so with the expansion of MO Route 141. The Code has recognized the potential for conversion of residences along Olive Boulevard to office and retail service uses. Specifically:

Section 405.450.E: Commercial Uses Of Single-Family Residential Structures. The Planning and Zoning Commission may authorize by site development plan approval in accordance with Section 405.1080 the use and conversion of existing single-family residential structures located within the "A", "B", "C", "D" and "AR" residential districts to office or certain prescribed retail service uses, provided said structures front on and have direct access available from a numerically designated State highway (Lindbergh Boulevard--140; Olive Boulevard--340)...

So while this section allows commercial development on this property even without rezoning, in this instance the property owner is providing an honest review of the site for commercial development without the false pretense of creating a single family residence style structure that will be used for commercial purposes.

The "GC" General Commercial District (Section 405.360) is intended to accommodate, by site development plan approval, convenience retail shopping, services and offices which are freestanding or part of small scale planned commercial development and which are compatible in scale and intensity of use with adjacent residential uses.

A "GC" General Commercial District requires a minimum of five acres, if not expanding an existing "GC" District; and all of the following:

Section 405.360: "GC" GENERAL COMMERCIAL DISTRICT

D. Site Development Plan Required. Site development plan approval by the Planning and Zoning Commission shall be required for all proposed developments within the "GC" District as provided for in Section 405.1080.

E. Dimensional Regulations. The following area and yard regulations apply in the "GC" General Commercial District.

- 1. Minimum district size. The minimum district size shall be five (5) acres. Such a district may consist of a single tract of land or two (2) or more contiguous tracts of land that are at least five (5) acres combined. In addition, a tract of land that is less than five (5) acres may be zoned "GC" General Commercial District when it is contiguous to an existing "GC" District.*
- 2. Lot size requirements.*
 - a. Minimum lot area. One-half (½) acre (twenty-one thousand seven hundred eighty (21,780) square feet).*
 - b. Minimum lot width. Seventy-five (75) feet.*
 - c. Minimum lot depth. One hundred fifty (150) feet.*
- 3. Building bulk regulations.*
 - a. Maximum structure height. No building or structure shall exceed three (3) stories or forty-five (45) feet.*

- b. *Maximum site coverage. Sixty-three percent (63%). The Planning and Zoning Commission may, in its discretion, allow the permitted coverage to be increased as a bonus by an additional factor (not to exceed a total of seventy percent (70%) site coverage) in consideration of special or outstanding landscape and site planning features as demonstrated by a site development plan submitted in accordance with Section 405.1080. The features to be considered in the granting of any bonus coverage may include, but not be limited to, the provisions of:*
 - (1) *Special pedestrian facilities and features such as gardens, fountains, seating areas and outdoor recreation amenities;*
 - (2) *Objects of art or beautification; statuary or other unique visual features;*
 - (3) *Burial of overhead transmission lines and removal of utility poles.*
- c. *Maximum floor area ratio. Four-tenths (0.4).*
- 4. *Yard and setback requirements.*
 - a. *Minimum front yard. No building or structure shall be located closer than ten (10) feet from a public right-of-way. In the event that parking is to be located in front of a building or structure, said building or structure shall be set back a minimum of fifty (50) feet from the right-of-way. The provisions of Section 405.240 shall prevail where applicable on major streets and highways. In every instance, the first ten (10) feet of the front yard setback from the right-of-way shall be provided with and maintained with sidewalks, unless improved sidewalks exist in the abutting public right-of-way, and with landscaping including, but not limited to, deciduous street trees at regular intervals.*
 - b. *Minimum side yard. Twelve (12) feet.*
 - c. *Minimum rear yard. Twenty (20) feet.*
 - d. *Buffer yards. Notwithstanding the provisions of Sections 405.360(E)(4)(b) and 405.360(E)(4)(c) above, any tract or site abutting or adjoining a single-family residential zoning district shall provide a buffer yard of twenty (20) feet on all sides that abut the single-family district. The minimum required buffer yard shall be increased in five (5) foot increments, up to a maximum of forty (40) feet, for each acre of the subject property over two (2) acres in area. All acreage shall be rounded up to the next whole number for buffer yard calculation purposes. The buffer yard shall not contain any impervious surface and shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission.*

As was discussed during the prior meeting, the site concept plan submitted by the applicants indicates a free standing bank and restaurant. However, no specific tenant has been identified and neither conditional use permit application, nor building architecture elevations have been submitted. Therefore, a condition of approval includes that any development of the site will require further approval of a Site Development Plan and any other applicable permit application review per Section 405.360(D): *Site Development Plan Required: Site development plan approval by the Planning and Zoning Commission shall be required for all proposed development with the "GC" District as provided by Section 405.1080.*

The site concept plan shows that the proposed development will have site coverage of 22%, and that all of the requirements of the district will be met. The inclusion of the quarry creates a significant buffer to the residential development to the south. Parking and other site conditions related to future use will require further review once a tenant has been identified and a site development plan

application has been submitted. However, the applicant is showing conceptual parking calculations that would fulfill the City's requirements.

Also during the prior meeting, the applicant discussed the issues relating to the municipal boundary. The City does not have the authority to rezone a property outside its jurisdiction, and this could limit the five acre requirement necessary for the "GC" District. Therefore, the draft ordinance includes a condition that the boundary will need to be resolved within twelve months or the rezoning of the property will be voided.

The applicant is also seeking approval of rezoning the remaining 4.28 acres as "D" Single-Family Residential. The development regulations for this district are as follows:

SECTION 405.280: "D" SINGLE-FAMILY RESIDENTIAL DISTRICT

E. Dimensional Regulations. The following area and yard regulations apply in the "D" Single-Family Residential District.

1. *Lot size requirements.*
 - a. *Minimum lot area. Ten thousand (10,000) square feet.*
 - b. *Minimum lot width. Seventy (70) feet.*
 - c. *Minimum lot depth. One hundred (100) feet.*
2. *Building bulk regulations.*
 - a. *Maximum structure height for all uses except schools, churches and other places of worship. Two and one-half (2½) stories or thirty-five (35) feet, whichever is less.*
 - b. *Maximum structure height for schools, churches and other places of worship. Fifty (50) feet. In addition, such uses shall meet a sky exposure plane requirement. The sky exposure plane will be measured from a line located thirty-five (35) feet above grade and fifty (50) feet from the property line on the conditional use site and will have a slope of thirty degrees (30°) rising towards the center of the site. No portion of the building or structure shall penetrate this sky exposure plane.*
 - c. *Minimum dwelling unit floor area. Twelve hundred (1,200) square feet enclosed living area excluding accessory structures.*
 - d. *Maximum floor area ratio (FAR). Four-tenths (0.4).*
 - e. *Maximum site coverage. Forty-five percent (45%).*

As discussed earlier, the applicant has indicated that the owner is intending to renovate the pre-existing home as a primary residence. No other site improvements are being proposed for the lot associated with the "D" Single Family Residential Zoning District, and the current conditions meet the minimum standards.

BOUNDARY ADJUSTMENT

The applicant is revising the property lines of the two parcels along the proposed district lines, thus requiring a boundary adjustment. The resulting two parcels will be five acres, along Olive Boulevard zoned "GC" General Commercial, and 4.28 acres zoned "D" Single Family Residential. The lots meet the minimum lot size requirements of the "GC" and "D" Single Family district. However, the preliminary boundary adjustment plan contains minor errors in the notation, but the drawing itself is accurate. The City Clerk name also needs to be corrected to Deborah Ryan for final recording. As a ministerial act, the boundary adjustment should be approved with the condition that the errors be corrected prior to final signature.

ACTION

If the Planning and Zoning Commission finds the attached draft rezoning ordinance and site concept plan approval subject to the stated conditions, to be in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it must vote on a recommendation to the City Council. Any changes to the draft ordinances should be discussed and made by separate actions. The boundary adjustment does not require City Council approval but must be approved by motion and vote of the Planning Commission.

MOTION

The following are examples of the motions for this application:

Rezoning and site concept plan

“I move to approve the draft rezoning and site concept plan ordinance attached to the staff report on application #11-014, subject to the conditions contained in the draft ordinance attached to the staff report dated July 18, 2011” (conditions may be added, eliminated, or modified by preceding motion).

Boundary adjustment

“I move to approve the “13150 Olive Boundary Adjustment” attached to the staff report on application #11-014, dated July 15, 2011, subject to the condition that a final drawing be corrected and prepared for signature and recording.”

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL MAP



St. Louis County Property Viewer



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APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 05/26/2011
	Description: View of the property looking south from Olive Blvd. toward the area of the proposed commercial development.
	Description: View of the property looking southwest from Olive Blvd. at the leaf transfer lot within the floodway.
	Description: View of the property looking south from Olive Blvd. along the proposed access easement.

	Description: View looking northwest from Olive Blvd. at the existing commercial development in un-incorporated St. Louis County.
	Description: View looking northeast from Olive Blvd. at the existing commercial development in un-incorporated St. Louis County.
	Description: View looking east from the property entrance along Olive Blvd.

SITE CONCEPT PLAN

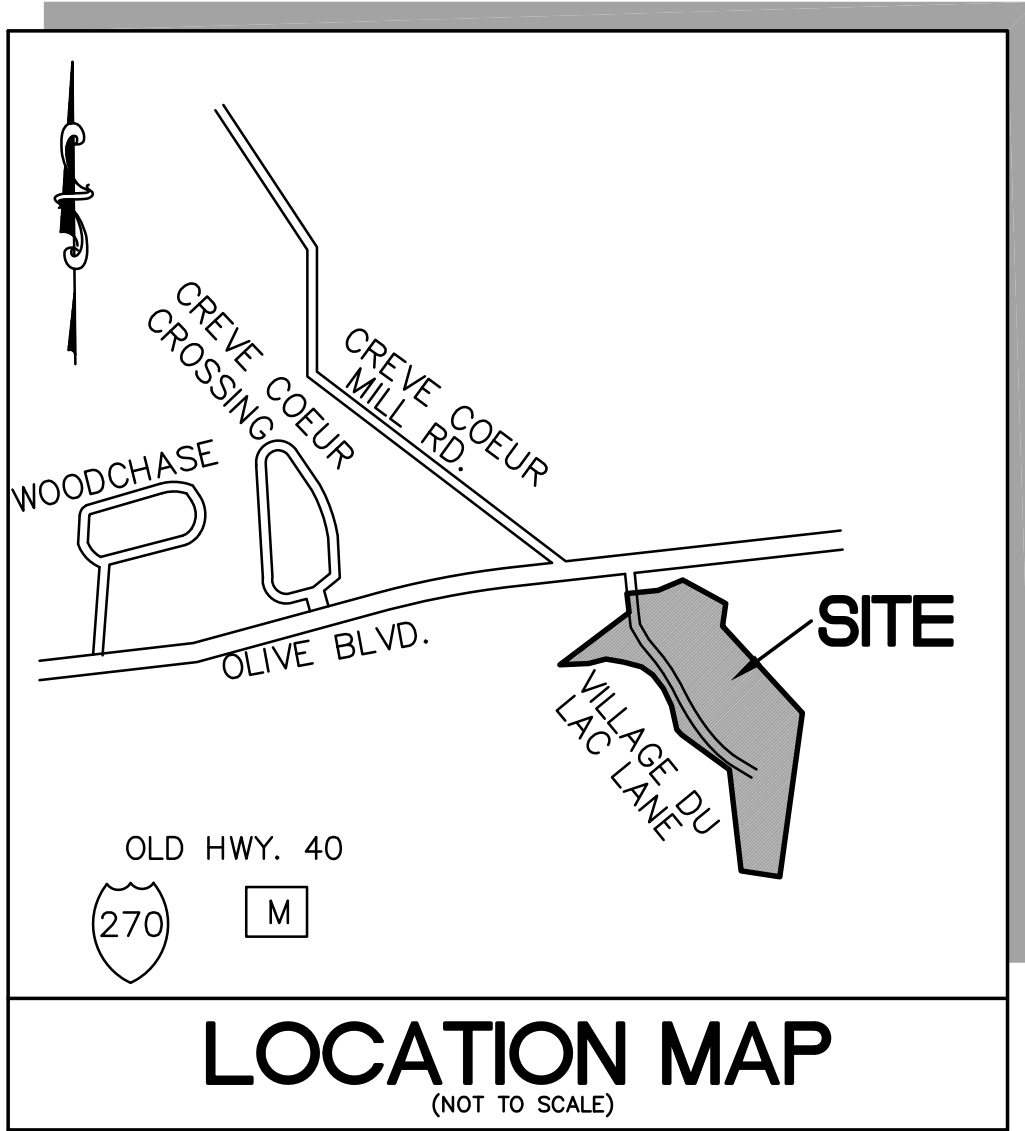
13150 OLIVE BOULEVARD

A TRACT OF LAND BEING LOCATED IN U.S. SURVEYS 367 AND 923
TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

CURRENT ZONING: "AR" ATTACHED SINGLE FAMILY RESIDENTIAL
PROPOSED ZONING: "D" SINGLE FAMILY RESIDENTIAL
AND "GC" GENERAL COMMERCIAL

GENERAL NOTES:

- EXISTING CONDITIONS BASED ON TOPOGRAPHIC SURVEY PERFORMED BY CDI ENGINEERING.
(BASIS OF BEARINGS: MISSOURI STATE PLANE, GRID NORTH)
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "AE" AND "X" (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS PER MAP NO. 29189C0161 H WITH AN EFFECTIVE DATE OF AUGUST 23, 2007 AND REVISED PER LOMR 06-07-B058P.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED. SHOULD ANY CONFLICTS BE EVIDENT, THE CONTRACTOR SHALL NOTIFY THE OFFICE OF THE ENGINEER IMMEDIATELY.
- ALL PROPOSED UTILITIES SHALL BE CONSTRUCTED TO THE CITY OF CREVE COEUR STANDARDS.
- ALL GRADING AND DRAINAGE TO BE IN CONFORMANCE WITH THE CITY OF CREVE COEUR, MSD, AND ST. LOUIS COUNTY STANDARDS.
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- THESE IMPROVEMENT PLANS WILL ADHERE TO THE PARKING AND LOADING REGULATIONS OF THE CITY OF CREVE COEUR CODE.
- NO PARKING SHALL BE PERMITTED ON ANY ROADWAY IN OR ADJACENT TO THE DEVELOPMENT.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND. THE DEVELOPMENT OF THIS PARCEL WILL COORDINATE THE INSTALLATION OF ALL UTILITIES IN CONJUNCTION WITH THE CONSTRUCTION OF ANY ROADWAY.
- ALL TRASH ENCLOSURES SHALL BE SCREENED WITH A 6 FT. TALL (min) MASONRY ENCLOSURE.
- AN OPPORTUNITY FOR RECYCLING WILL BE PROVIDED.
- STREET TREES TO BE INSTALLED PER APPROVED LANDSCAPE PLAN.
- ENTRANCE SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS FOR NEW DEVELOPMENT SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
- HAULING STANDARD NOTE: TRUCKS SHALL NOT EXCEED POSTED WEIGHT LIMITS FOR ST. LOUIS COUNTY BRIDGES DURING HAUL OPERATIONS. (NO HAUL ROUTE REQUIRED FOR THIS PROJECT)
- THE DEVELOPER IS REQUIRED TO PROVIDE ADEQUATE STORMWATER SYSTEMS IN ACCORDANCE WITH ST. LOUIS COUNTY AND M.S.D. STANDARDS.
- LAND DISTURBANCE, EROSION AND SEDIMENT CONTROL PRACTICES, AND WATERCOURSE CROSSINGS SHALL BE ADEQUATE TO PREVENT TRANSPORTATION OF SEDIMENT FROM THE SITE.
- ADDITIONAL SILTATION CONTROL SHALL BE INSTALLED AS REQUIRED BY ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
- MATERIALS BROUGHT TO ANY SITE UNDER A PERMIT ISSUED UNDER THE LAND DISTURBANCE CODE, WHERE SAID MATERIAL IS INTENDED TO BE UTILIZED AS FILL MATERIAL AT THE SITE FOR LAND DISTURBANCE, EROSION OR SEDIMENT CONTROL, SHALL CONSIST OF CLEAN UNCONTAMINATED INERT MATERIALS (SOIL, ROCK, CONCRETE, ASPHALTIC CONCRETE, SAND, ETC. VOID OF ANY WOOD, METALS, PLASTICS, TEXTILES, HYDROCARBONS, ETC.) SLUDGE OF ANY KIND MAY NOT BE USED AS A CLEAN FILL UNLESS REVIEWED AND APPROVED BY THE ST. LOUIS COUNTY DEPARTMENT OF HEALTH.
- ADEQUATE TEMPORARY OFF-STREET PARKING FOR CONSTRUCTION EMPLOYEES SHALL BE PROVIDED. PARKING ON NON-SURFACED AREAS SHALL BE PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEES' VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVEWAY CONDITIONS.
- ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL AND DEBRIS.
- CONTRACTOR SHALL KEEP EXISTING ROADWAYS CLEAN OF MUD AND DEBRIS AT ALL TIMES.
- ALL WORK WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL BE TO COUNTY STANDARDS.
- INSTALLATION OF LANDSCAPING AND ORNAMENTAL ENTRANCE MONUMENTATION OR IDENTIFICATION SIGNAGE CONSTRUCTION, IF PROPOSED, SHALL BE REVIEWED BY THE DEPARTMENT OF HIGHWAYS AND TRAFFIC FOR SIGHT DISTANCE CONSIDERATIONS AND APPROVED PRIOR TO INSTALLATION OR CONSTRUCTION.
- INTERIM STORMWATER DRAINAGE CONTROL IN THE FORM OF SILTATION CONTROL MEASURES ARE REQUIRED.
- THE DEVELOPER IS REQUIRED TO PROVIDE ADEQUATE STORMWATER SYSTEMS IN ACCORDANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
- ALL DISTURBED EARTH AREAS WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL BE SODDED.
- ALL OFFSITE PROPERTY OWNERS SHALL BE GIVEN NOTICE 48 HOURS IN ADVANCE OF ANY WORK.
- ALL CONSTRUCTION SHALL BE PER MOST CURRENT DETAILS LOCATED IN THE ST. LOUIS COUNTY DESIGN CRITERIA MANUAL AND/OR THE SEDIMENT AND EROSION CONTROL MANUAL.



SHEET INDEX

SHEET 1	TITLE SHEET
SHEET 2	EXISTING CONDITIONS PLAN
SHEET 3	PROPOSED ZONING EXHIBIT
SHEET 4	COMMERCIAL SITE DEVELOPMENT PLAN
SHEET 5	COMMERCIAL SITE DEVELOPMENT PLAN W/ GRADING
SHEET 6	PRELIMINARY PLAT
SHEET 7	LANDSCAPE PLAN (LANDSCAPE TECHNOLOGIES)

ABBREVIATIONS

C.O.	- CLEANOUT	P.G.	- PAGE
DB.	- DEED BOOK	P.O.B.	- POINT OF BEGINNING
E	- ELECTRIC	P.O.C.	- POINT OF COMMENCEMENT
FL	- FLOWLINE	P.V.C.	- POLYVINYL CHLORIDE PIPE
FT	- FEET	R.C.P.	- REINFORCED CONCRETE PIPE
FND.	- FOUND	SQ.	- SQUARE
G	- GAS	T	- TELEPHONE CABLE
M.H.	- MANHOLE	V.C.P.	- VETRIED CLAY PIPE
N/F	- NOW OR FORMERLY	W	- WATER
P.B.	- PLAT BOOK	(86'W)	- RIGHT-OF-WAY WIDTH

LEGEND

EXISTING SANITARY SEWER	== (circle with cross) ==	FIRE HYDRANT	== (circle with cross) ==
EXISTING STORM SEWER	== (circle with cross) ==	LIGHT STANDARD	== (circle with cross) ==
EXISTING TREE	== (circle with cross) ==	BUSH	== (circle with cross) ==
EXISTING BUILDING	== (circle with cross) ==	NOTES PARKING SPACES	== (circle with cross) ==
EXISTING CONTOUR	== (circle with cross) ==	GUY WIRE	== (circle with cross) ==
SPOT ELEVATION	== (circle with cross) ==	POWER POLE	== (circle with cross) ==
EXISTING UTILITIES	== (circle with cross) ==	WATER VALVE	== (circle with cross) ==
FOUND 1/2" IRON PIPE	== (circle with cross) ==	DENOTES RECORD INFORMATION	== (circle with cross) ==
SET IRON PIPE	== (circle with cross) ==	HANDICAPPED PARKING	== (circle with cross) ==
FOUND CROSS	== (circle with cross) ==		
FOUND STONE	== (circle with cross) ==		

PERTINENT DATA

SITE ACREAGE	= 9.28 Acres ± 13105 OLIVE BOULEVARD, CREVE COEUR, MO 63141
FIRE DISTRICT	= CREVE COEUR FIRE PROTECTION DISTRICT
SCHOOL DISTRICT	= LAQUE
SEWER DISTRICT	= M.S.D.
WATER SHED	= CREVE COEUR CREEK
WATER SERVICE	= MISSOURI AMERICAN WATER COMPANY
GAS SERVICE	= LAQUE GAS COMPANY
ELECTRIC SERVICE	= AmerenUE ELECTRIC COMPANY
PHONE SERVICE	= AT&T
LOCATOR No.	= 16P140344
F.I.R.M. MAP	= 29189C0161 H, ZONE AE AND X,

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS PREPARED THIS SITE DEVELOPMENT PLAN FROM A RECORD INFORMATION AND DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY. THIS SITE DEVELOPMENT SECTION PLAN IS A CORRECT REPRESENTATION OF ALL EXISTING AND PROPOSED LAND DIVISIONS. FINAL PLATTING IS SUBJECT TO AN ACTUAL FIELD BOUNDARY SURVEY.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.

By: DANIEL EHLMANN, MISSOURI L.S. NO. 2215

- 7/14/11 REVISED PER CITY COMMENTS
- 6/29/11 REVISED PER CITY COMMENTS
- 6/09/11 REVISED PER CITY COMMENTS

M.S.D. P# P-27467-01
BASE MAP # 16-P

GEORGE M. STOCK E-2516
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

13150 OLIVE BOULEVARD			
TITLE SHEET			
STOCK & Associates Consulting Engineers, Inc.			
257 Chesterfield Business Parkway St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130 e-mail: general@stockassoc.com Web: www.stockassoc.com			
DRAWN BY: E.J.B.	DATE: 5/10/11	CHECKED BY: G.M.S.	DATE: 5/10/11
210-4658		1 of 7	

TOTAL TRACT

A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Beginning at the northeastern corner of a tract of land as conveyed to Richard Schoenberg by instrument recorded in Book 8472, Page 579 of the St. Louis County Records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence continuing along said southern right-of-way line the following courses and distances: North 84 degrees 07 minutes 01 seconds East, 122.80 feet; North 67 degrees 25 minutes 04 seconds East, 104.40 feet and South 61 degrees 22 minutes 29 seconds East, 191.56 feet to the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of above said records; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet; South 42 degrees 35 minutes 00 seconds East, 468.82 feet, to a found 1 inch Iron Pipe, and South 07 degrees 51 minutes 00 seconds West, 645.81 feet to the northern line of Bellelve Farm Estates Plat One a subdivision according to the plat thereof as recorded in Plat Book 347, Pages 193 and 194 of above said records; thence along the northern lines of said Bellelve Farm Estates Plat One the following courses and distances: North 81 degrees 19 minutes 25 seconds West, 153.03 feet to a found Stone; North 06 degrees 34 minutes 25 seconds West, 397.63 feet; North 53 degrees 46 minutes 50 seconds West, 230.68 feet and North 43 degrees 41 minutes 27 seconds West, 28.77 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records, said point also being the centerline of a creek; thence continuing along said northeastern lines and said centerline the following courses and distances: North 12 degrees 36 minutes 03 seconds West, 94.89 feet; North 24 degrees 52 minutes 46 seconds West, 72.97 feet; North 37 degrees 51 minutes 47 seconds West, 69.04 feet; North 54 degrees 16 minutes 43 seconds West, 53.49 feet; North 74 degrees 59 minutes 49 seconds West, 72.92 feet; North 80 degrees 19 minutes 54 seconds West, 70.19 feet; South 75 degrees 37 minutes 16 seconds West, 68.74 feet and South 87 degrees 19 minutes 59 seconds West, 113.38 feet to the southeastern line of above said Richard Schoenberg tract; thence along the southeastern and eastern lines of said Richard Schoenberg tract North 52 degrees 57 minutes 00 seconds East, 339.42 feet, and North 07 degrees 09 minutes 29 seconds West, 74.34 feet to the Point of Beginning and containing 404,283 square feet or 9.281 acres more or less.

TRACT TO REMAIN ZONED "D"

(LOT 2)

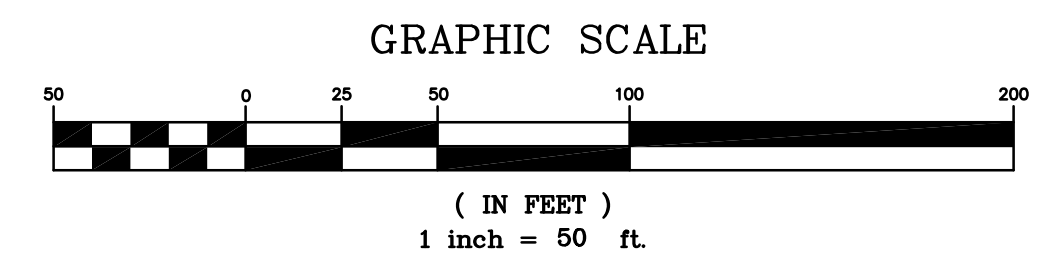
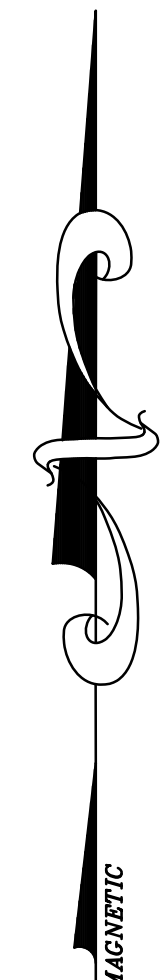
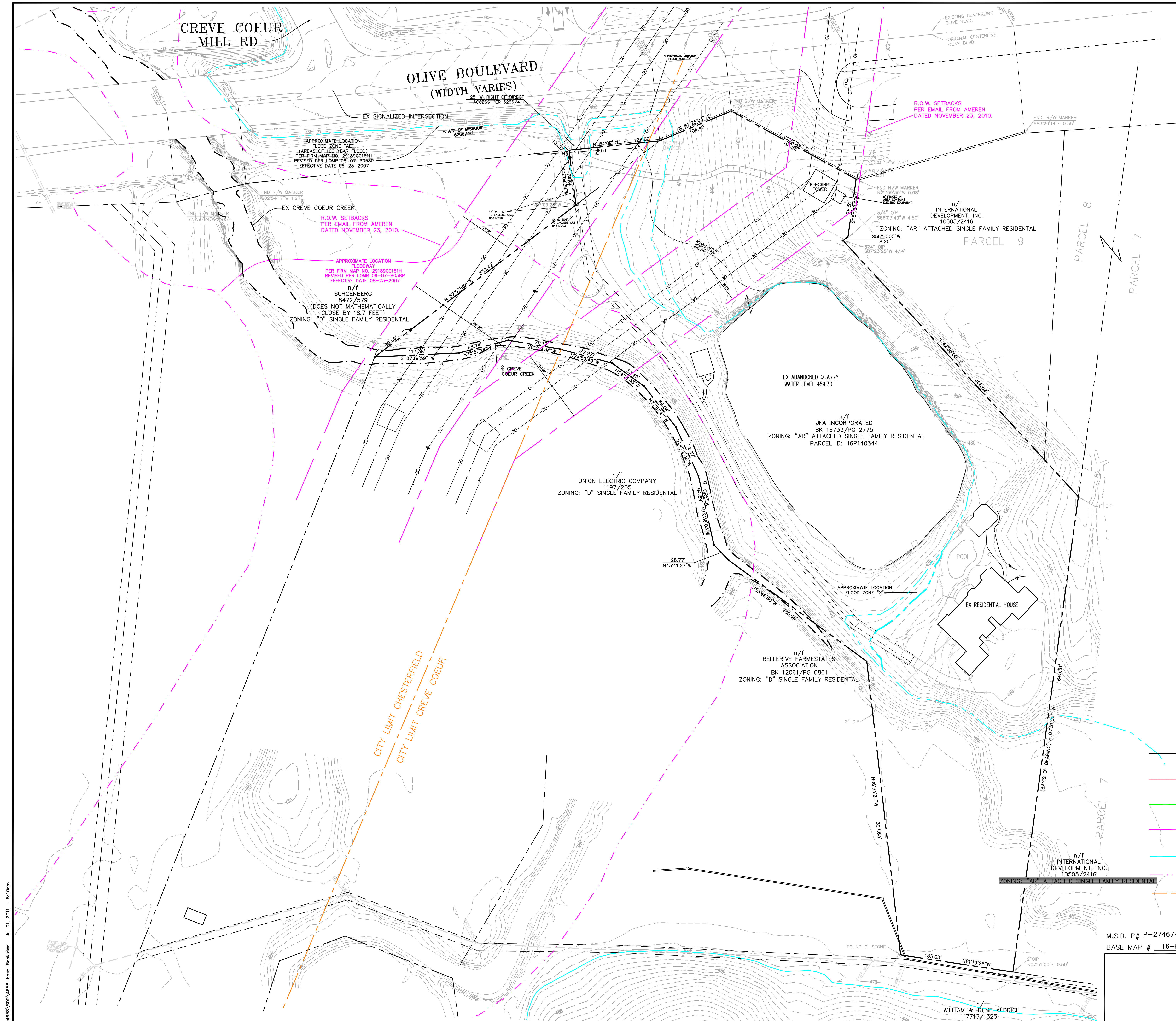
A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Commencing at the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of the St. Louis County Records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet and South 42 degrees 35 minutes 00 seconds East, 331.99 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said southwestern and western lines the following courses and distances: South 42 degrees 35 minutes 00 seconds East, 136.83 feet and South 07 degrees 51 minutes 00 seconds West, 645.81 feet to the northern line of Bellelve Farm Estates Plat One a subdivision according to the plat thereof as recorded in Plat Book 347, Pages 193 and 194 of above said records; thence along the northern lines of said Bellelve Farm Estates Plat One the following courses and distances: North 81 degrees 19 minutes 25 seconds West, 153.03 feet; North 06 degrees 34 minutes 25 seconds West, 397.63 feet; North 53 degrees 46 minutes 50 seconds West, 230.68 feet and North 43 degrees 41 minutes 27 seconds West, 28.77 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records, said point also being the centerline of a creek; thence continuing along last said northeastern lines and said centerline the following courses and distances: North 12 degrees 36 minutes 03 seconds West, 94.89 feet; North 24 degrees 52 minutes 46 seconds West, 72.97 feet; North 37 degrees 51 minutes 47 seconds West, 69.04 feet and North 54 degrees 16 minutes 43 seconds West, 29.15 feet; thence departing last said northern line the following courses and distances: North 35 degrees 43 minutes 17 seconds East, 48.38 feet to the beginning of a non-tangent curve to the left; along said curve having a radius of 54.00 feet, a chord which bears North 87 degrees 20 minutes 55 seconds East, 71.94 feet and an arc length of 78.73 feet; South 11 degrees 25 minutes 38 seconds East, 60.53 feet; South 37 degrees 51 minutes 47 seconds East, 22.96 feet; South 24 degrees 52 minutes 46 seconds East, 182.82 feet; South 35 degrees 43 minutes 17 seconds East, 30.45 feet; South 53 degrees 46 minutes 50 seconds East, 83.08 feet and North 47 degrees 25 minutes 00 seconds East, 309.69 feet to the Point of Beginning and containing 186,498 square feet or 4.281 acres more or less.

ST. LOUIS COUNTY BENCHMARK:

8-8 - 474.84 - "STANDARD TABLET" STAMPED 13 GEU 1974
SET IN SOUTHEAST ABUTMENT OF BRIDGE #A-1618-R OVER
CREVE COEUR CREEK ALONG OLIVE STREET ROAD; WEST OF
THE SOUTHWEST CORNER OF CREVE COEUR ROAD AND OLIVE
STREET.

PREPARED FOR:
ORSON PROPERTIES L.L.C.
7201 OLIVE BLVD.
UNIVERSITY CITY, MISSOURI 63130
PHONE: (314) 578-8819



- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SETBACK LINE
- PROPOSED AUE ROW
- EXISTING FLOODZONE "AE"
- EXISTING FLOODWAY
- MUNICIPAL LINE

M.S.D. P# P-27467-01
BASE MAP # 16-P

13150 OLIVE BOULEVARD
EXISTING CONDITIONS PLAN

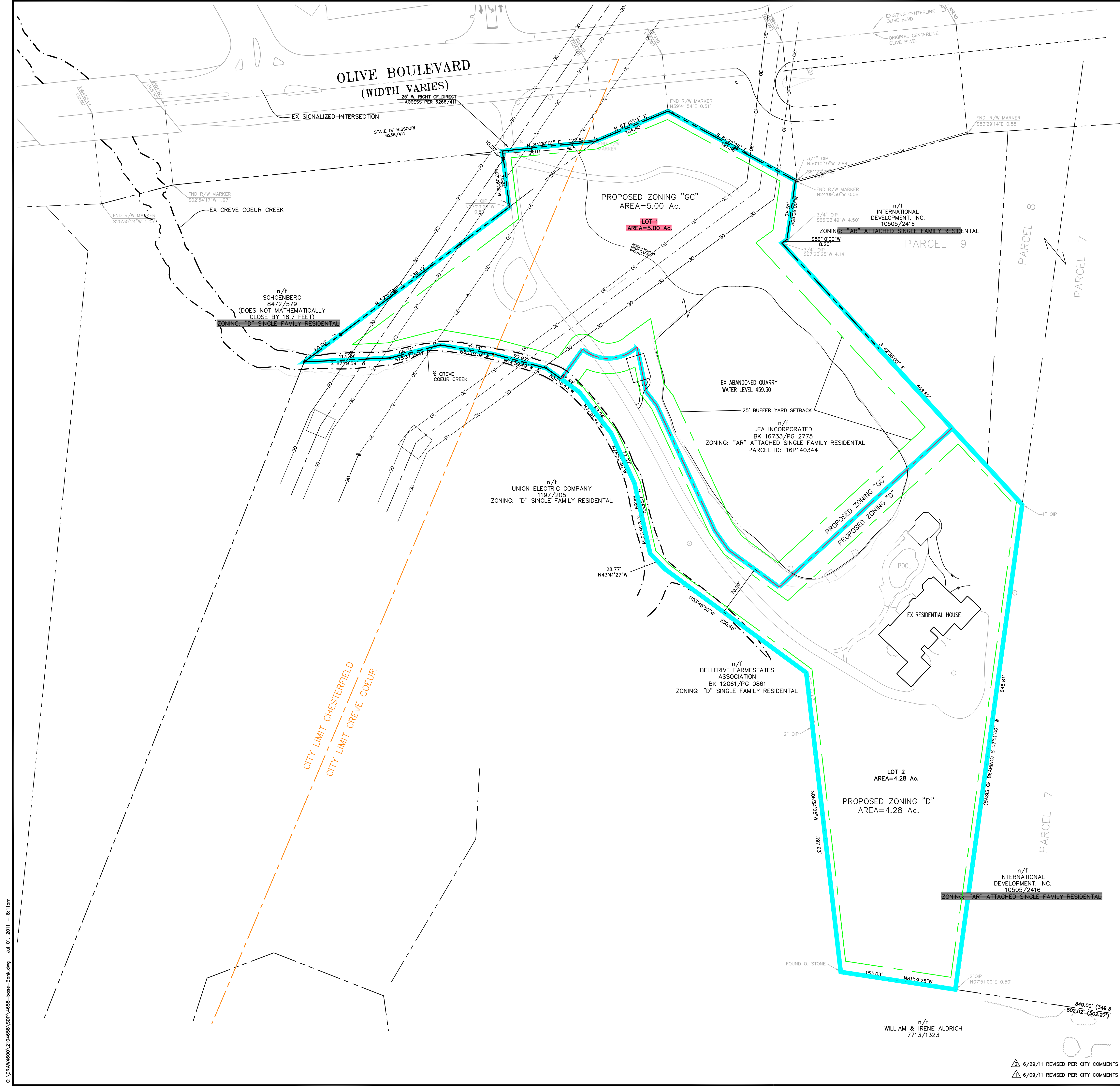
Stock & Associates
Consulting Engineers, Inc.

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

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

DRAWN BY: E.J.B. 5/10/11
CHECKED BY: G.M.S. 5/10/11
DATE: 5/10/11
JOB NUMBER: 210-4658
SHEET: 2 of 7

C:\Users\m6031\OneDrive\GIS\4658-base-map.dwg Jul 01, 2011 8:10am



PROPOSED ZONING "GC" SETBACKS:

FRONT YARD: NO BUILDING OR STRUCTURE SHALL BE LOCATED CLOSER THAN TEN (10) FEET FROM A PUBLIC RIGHT-OF-WAY. IN THE EVENT THAT PARKING IS TO BE LOCATED IN FRONT OF A BUILDING OR STRUCTURE, SAID BUILDING OR STRUCTURE SHALL BE SET BACK A MINIMUM OF FIFTY (50) FEET FROM THE RIGHT-OF-WAY.

MINIMUM SIDE YARD: TWELVE (12) FEET.

MINIMUM REAR YARD: TWENTY (20) FEET.

BUFFER YARDS: ANY TRACT OR SITE ABUTTING OR ADJOINING A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT SHALL PROVIDE A BUFFER YARD OF TWENTY (20) FEET ON ALL SIDES THAT ADJUT THE SINGLE-FAMILY DISTRICT. THE MINIMUM REQUIRED BUFFER YARD SHALL BE INCREASED IN FIVE (5) FOOT INCREMENTS, UP TO A MAXIMUM OF FORTY (40) FEET, FOR EACH ACRE OF THE SUBJECT PROPERTY OVER TWO (2) ACRES IN AREA.

MINIMUM DISTRICT SIZE:

THE MINIMUM DISTRICT SIZE SHALL BE FIVE (5) ACRES. SUCH A DISTRICT MAY CONSIST OF A SINGLE TRACT OF LAND OR TWO (2) OR MORE CONTIGUOUS TRACTS OF LAND THAT ARE AT LEAST FIVE (5) ACRES COMBINED.

PROPOSED ZONING "D" SETBACKS:

MINIMUM FRONT YARD FOR PERMITTED USES: TWENTY (20) FEET.

MINIMUM SIDE YARD FOR PERMITTED USES: EIGHT (8) FEET.

MINIMUM REAR YARD FOR PERMITTED USES: FIFTEEN (15) FEET.

LOT SIZE REQUIREMENTS:

MINIMUM LOT AREA: TEN THOUSAND (10,000) SQUARE FEET.

MINIMUM LOT WIDTH: SEVENTY (70) FEET

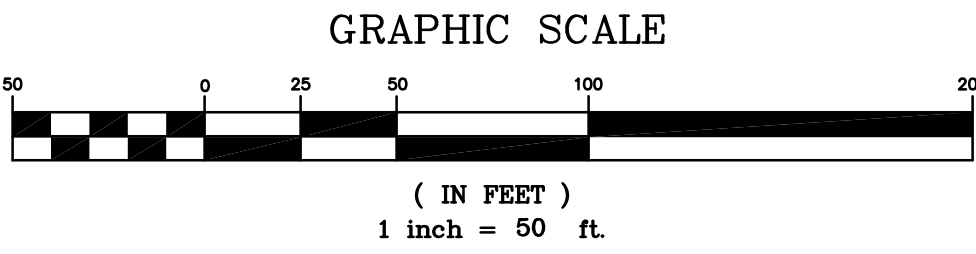
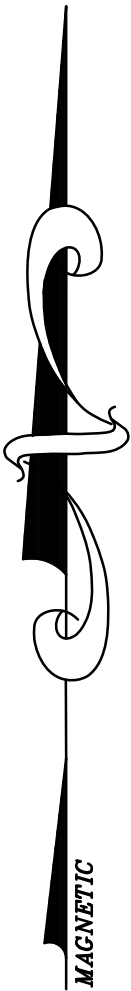
MINIMUM LOT DEPTH: ONE HUNDRED (100) FEET.

MINOR RESIDENTIAL STREET SPECIFICATIONS:

MINIMUM RIGHT OF WAY (COMMON GROUND): FIFTY (50) FEET.

MINIMUM PAVEMENT WIDTH (BACK TO BACK OF CURB): TWENTY SIX (26) FEET.

MINIMUM HORIZONTAL RADIUS OF CENTERLINE: ONE HUNDRED FIFTY (150) FEET.



- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SETBACK LINE
- PROPOSED ZONING LINE
- EXISTING FLOODZONE "AE"
- EXISTING FLOODWAY
- MUNICIPAL LINE

M.S.D. P# P-27467-01
BASE MAP # 16-P

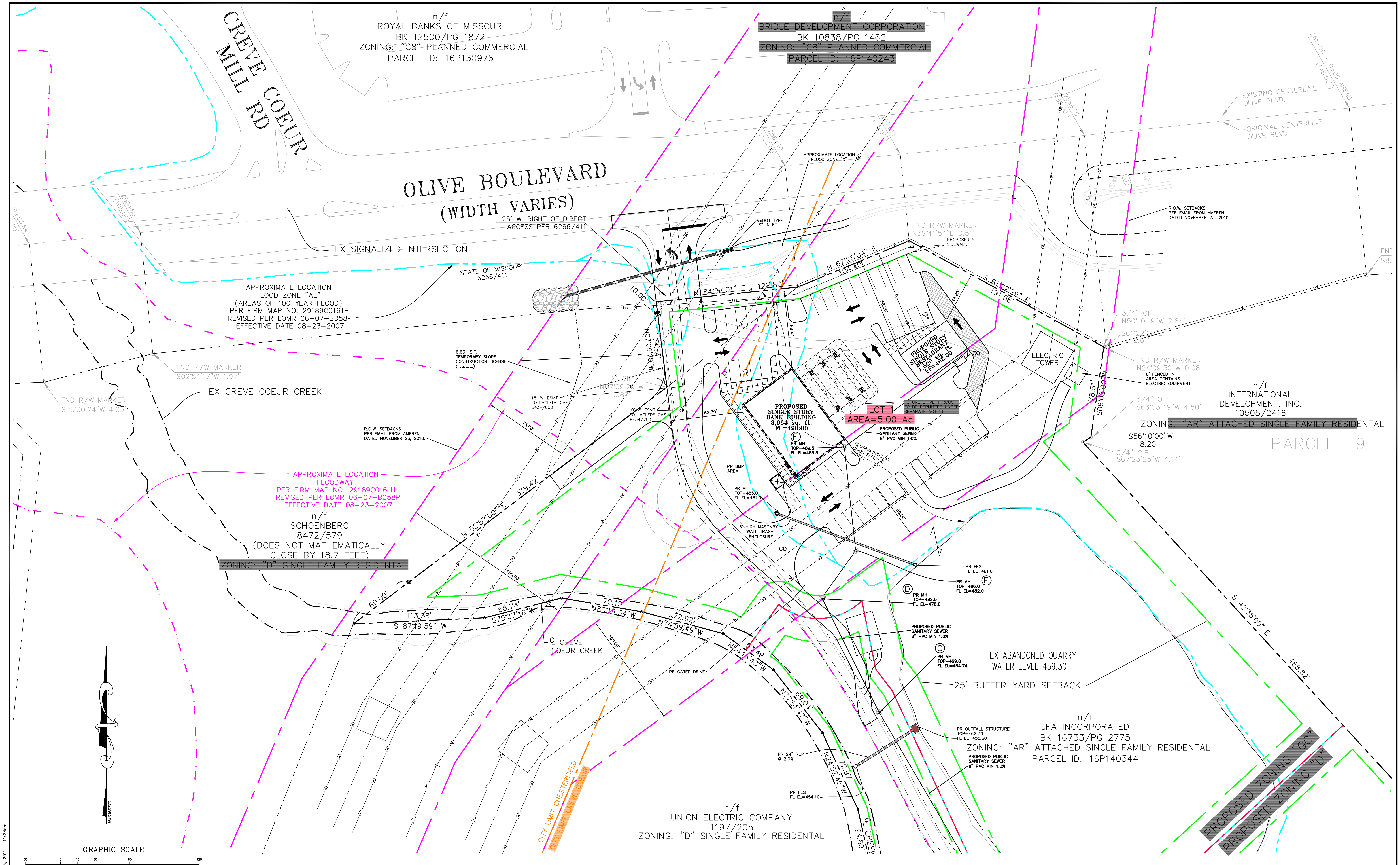
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

13150 OLIVE BOULEVARD
PROPOSED ZONING EXHIBIT

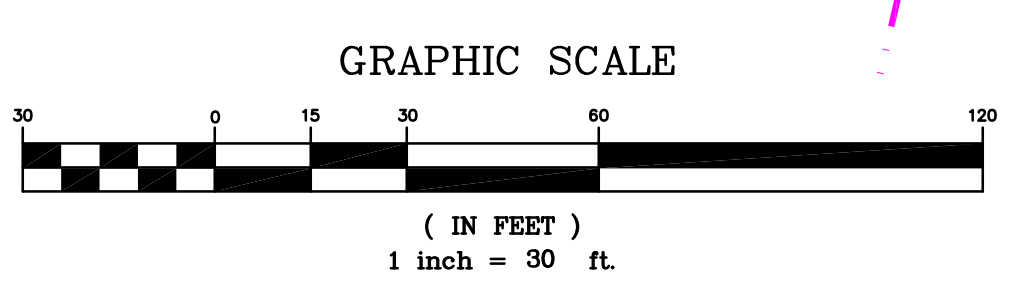
STOCK & ASSOCIATES
Consulting Engineers, Inc.

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

DRAWN BY: E.J.B. 5/10/11
CHECKED BY: G.M.S. 5/10/11
DATE: 5/10/11
JOB NUMBER: 210-4658
SHEET: 3 of 7



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|-----|------------------------|-----|-------------------------|
| --- | EXISTING PROPERTY LINE | --- | PROPOSED AUE ROW |
| --- | PROPOSED PROPERTY LINE | --- | EXISTING FLOODZONE "AE" |
| --- | PROPOSED SETBACK LINE | --- | EXISTING FLOODWAY |
| --- | MUNICIPAL LINE | | |

CONCEPTUAL SITE COVERAGE CALCULATIONS:
LOT 1:
MAXIMUM SITE COVERAGE FOR "GC" = 63%
PROPOSED COVERAGE = 47,787 SF OR 1.10 AC
PROPOSED COVERAGE = 22%

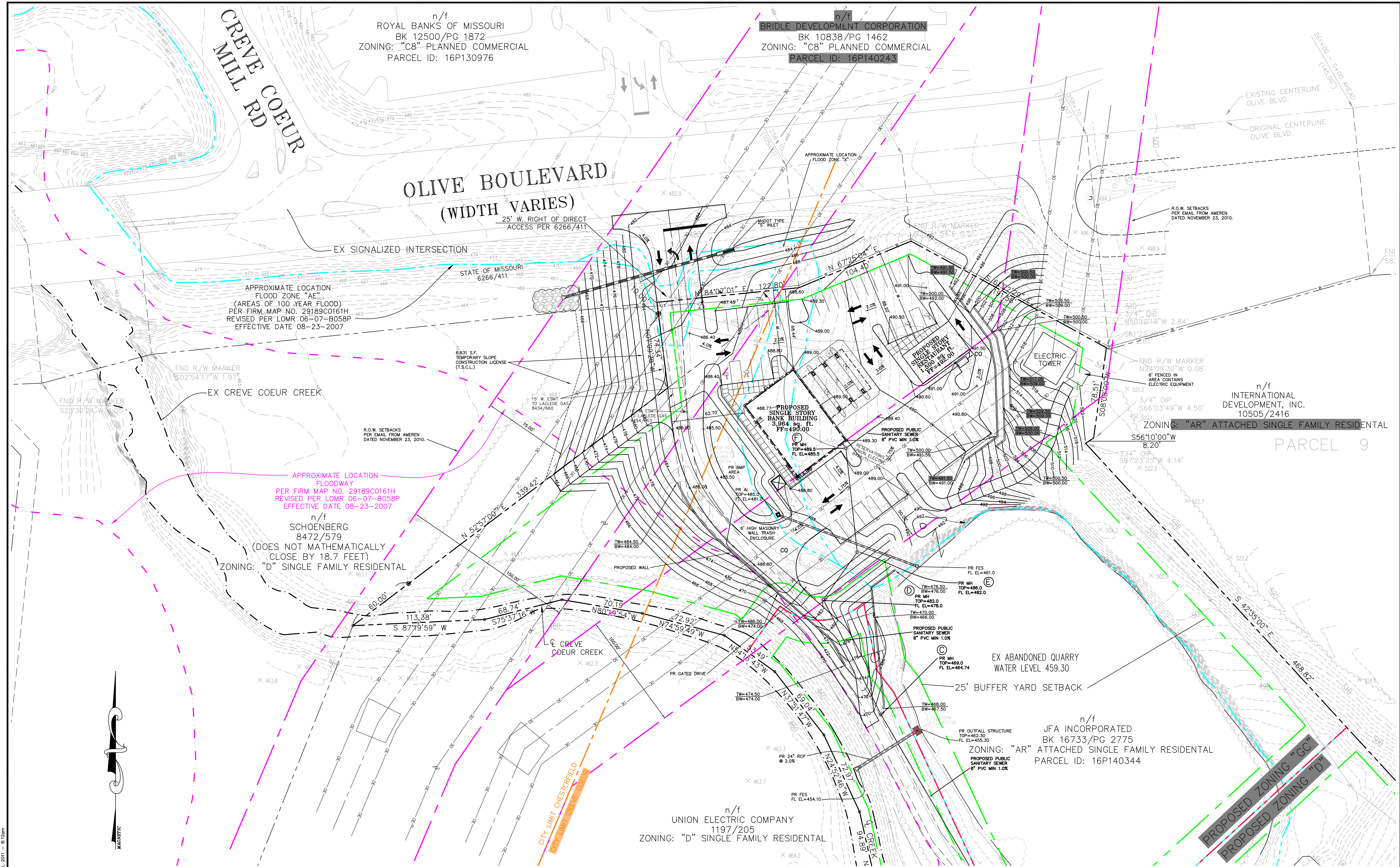
CONCEPTUAL FAR CALCULATIONS:
MAXIMUM FAR FOR "GC" = 0.4
PROPOSED FAR = 0.03

CONCEPTUAL PARKING CALCULATIONS:
BANK: 1 SPOT PER 1,000 SF = 16 SPOTS
RESTAURANT: 1 SPOT FOR EVERY 3 SEATS AT MAXIMUM
OCCUPANCY PLUS 1 SPOT FOR EVERY 250 SF = 16 SPOTS
TOTAL REQUIRED PARKING = 32 SPOTS
PARKING PROVIDED = 47 SPOTS (INCLUDING 4 HANDICAP)

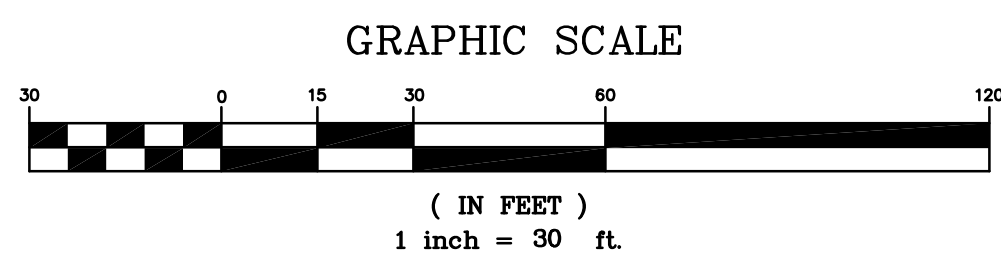
- 7/14/11 REVISED PER CITY COMMENTS
- 6/29/11 REVISED PER CITY COMMENTS
- 6/09/11 REVISED PER CITY COMMENTS

M.S.D. P# P-27467-01
BASE MAP # 16-P

13150 OLIVE BOULEVARD	
COMMERCIAL SITE CONCEPT PLAN	
Stock & Associates Consulting Engineers, Inc.	
257 Chesterfield Business Parkway St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130 e-mail: general@stockassoc.com Web: www.stockassoc.com	
GEORGE M. STOCK CIVIL ENGINEER NUMBER: 000996	E-25116 DATE: 5/10/11 JOB NUMBER: 210-4658 SHEET: 4 of 7



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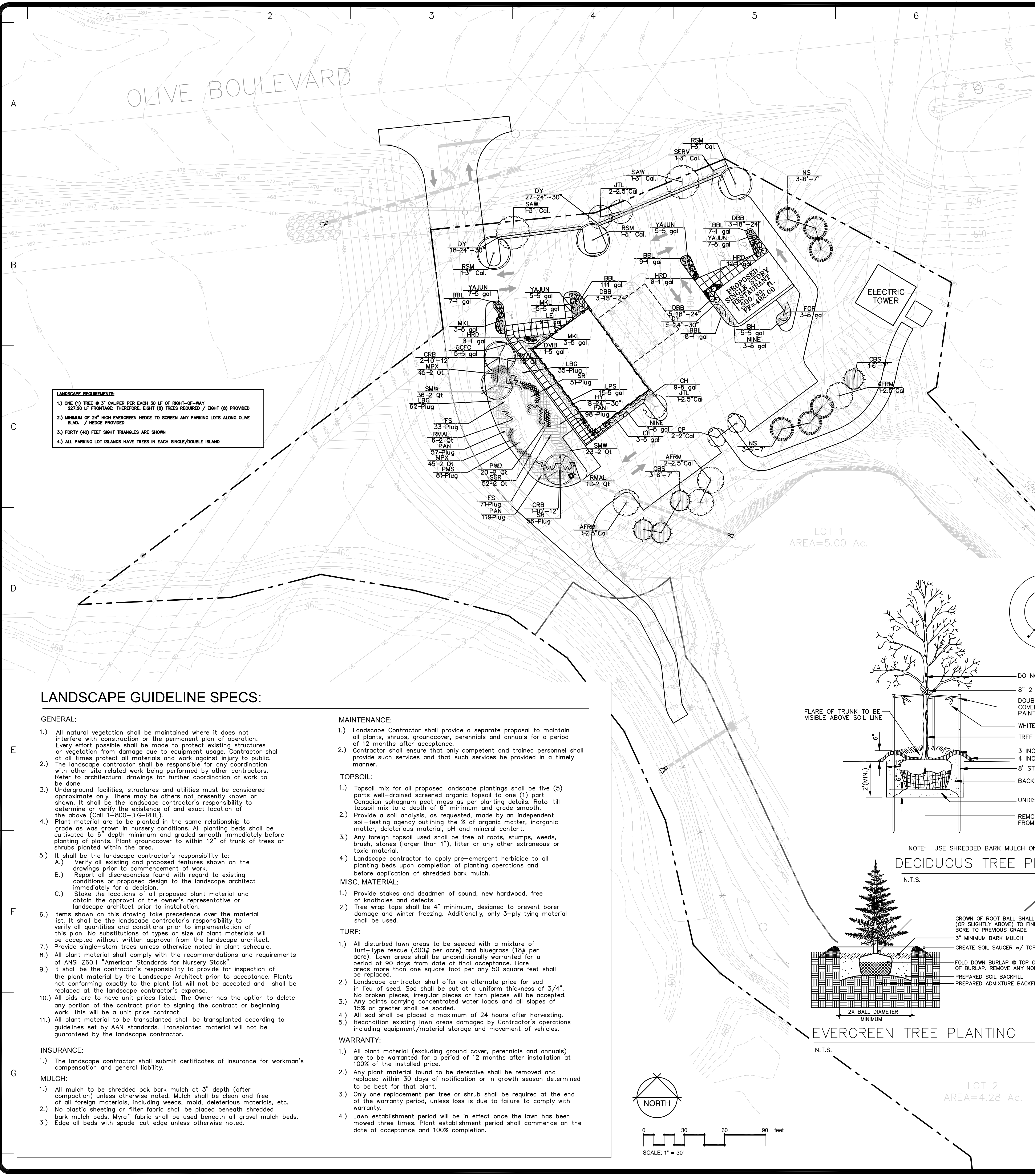
---	EXISTING PROPERTY LINE	---	PROPOSED AUE ROW
---	PROPOSED PROPERTY LINE	---	EXISTING FLOODZONE "AE"
---	PROPOSED SETBACK LINE	---	EXISTING FLOODWAY
---	MUNICIPAL LINE		

6/29/11 REVISED PER CITY COMMENTS
6/09/11 REVISED PER CITY COMMENTS

M.S.D. P# P-27467-01
BASE MAP # 16-P

13150 OLIVE BOULEVARD	
COMMERCIAL SITE DEVELOPMENT PLAN W/ GRADING	
Stock & Associates Consulting Engineers, Inc.	
257 Chesterfield Business Parkway St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130 e-mail: general@stockassoc.com Web: www.stockassoc.com	
GEORGE M. STOCK E-25116 CIVIL ENGINEER CERTIFICATE OF AUTHORITY NUMBER: 000996	DRAWN BY: E.J.B. 5/10/11 CHECKED BY: G.M.S. 5/10/11 DATE: 5/10/11 JOB NUMBER: 210-4658 SHEET: 5 of 7

DRAWN BY:	DATE:	CHECKED BY:	DATE:	JOB NUMBER:	SHEET:
J.P.	5/10/11	D.M.E.	5/10/11	210-4658	6 of 7



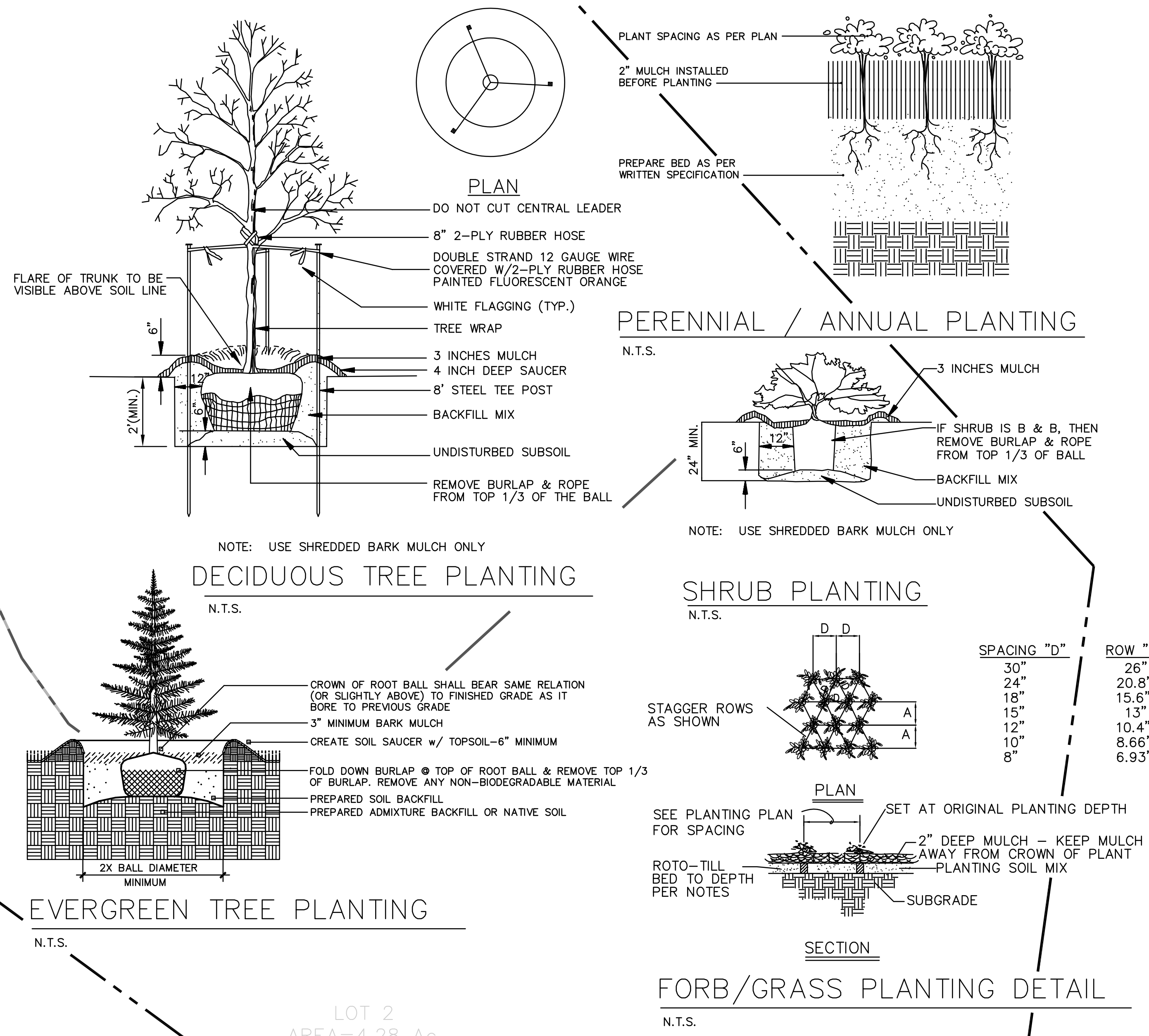
- LANDSCAPE REQUIREMENTS:**
- 1.) ONE (1) TREE @ 3" CALIPER PER EACH 30 LF OF RIGHT-OF-WAY 227.20 LF FRONTAGE; THEREFORE, EIGHT (8) TREES REQUIRED / EIGHT (8) PROVIDED
 - 2.) MINIMUM OF 24" HIGH EVERGREEN HEDGE TO SCREEN ANY PARKING LOTS ALONG OLIVE BLVD. / WEDGE PROVIDED
 - 3.) FORTY (40) FEET BIGHT TRIANGLES ARE SHOWN
 - 4.) ALL PARKING LOT ISLANDS HAVE TREES IN EACH SINGLE/DOUBLE ISLAND

LANDSCAPE GUIDELINE SPECS:

- GENERAL:**
- 1.) All natural vegetation shall be maintained where it does not interfere with construction or the permanent plan of operation. Every effort possible shall be made to protect existing structures or vegetation from damage due to equipment usage. Contractor shall at all times protect all materials and work against injury to public. The landscape contractor shall be responsible for any coordination with other site related work being performed by other contractors. Refer to architectural drawings for further coordination of work to be done.
 - 2.) Undergound facilities, structures and utilities must be considered approximate only. There may be others not presently known or shown. It shall be the landscape contractor's responsibility to determine or verify the existence of and exact location of the above (Call 1-800-DIG-RITE).
 - 3.) Plant material are to be planted in the same relationship to grade as was grown in nursery conditions. All planting beds shall be cultivated to 6" depth minimum and graded smooth immediately before planting of plants. Plant groundcover to within 12" of trunk of trees or shrubs planted within the area.
 - 4.) It shall be the landscape contractor's responsibility to: A.) Verify all existing and proposed features shown on the drawings prior to commencement of work. B.) Report all discrepancies found with regard to existing conditions or proposed design to the landscape architect immediately for a decision. C.) Stake the locations of all proposed plant material and obtain the approval of the owner's representative or landscape architect prior to installation.
 - 5.) Items shown on this drawing take precedence over the material list. It shall be the landscape contractor's responsibility to verify all quantities and conditions prior to implementation of this plan. No substitutions of types or size of plant materials will be accepted without written approval from the landscape architect. Provide single-stem trees unless otherwise noted in plant schedule.
 - 6.) All plant material shall comply with the recommendations and requirements of ANSI Z60.1 "American Standards for Nursery Stock".
 - 7.) It shall be the contractor's responsibility to provide for inspection of the plant material by the Landscape Architect prior to acceptance. Plants not conforming exactly to the plant list will not be accepted and shall be replaced at the landscape contractor's expense.
 - 8.) All bids are to have unit prices listed. The Owner has the option to delete any portion of the contract prior to signing the contract or beginning work. This will be a unit price contract.
 - 9.) All plant material to be transplanted shall be transplanted according to guidelines set by AAN standards. Transplanted material will not be guaranteed by the landscape contractor.
- INSURANCE:**
- 1.) The landscape contractor shall submit certificates of insurance for workman's compensation and general liability.
- MULCH:**
- 1.) All mulch to be shredded oak bark mulch at 3" depth (after compaction) unless otherwise noted. Mulch shall be clean and free of all foreign materials, including weeds, mold, deleterious materials, etc.
 - 2.) No plastic sheeting or filter fabric shall be placed beneath shredded bark mulch beds. Myrafi fabric shall be used beneath all gravel mulch beds.
 - 3.) Edge all beds with spade-cut edge unless otherwise noted.
- MAINTENANCE:**
- 1.) Landscape Contractor shall provide a separate proposal to maintain all plants, shrubs, groundcover, perennials and annuals for a period of 12 months after acceptance.
 - 2.) Contractor shall ensure that only competent and trained personnel shall provide such services and that such services be provided in a timely manner.
- TOPSOIL:**
- 1.) Topsoil mix for all proposed landscape plantings shall be five (5) parts well-drained screened organic topsoil to one (1) part Canadian sphagnum peat moss as per planting details. Rotate-till topsoil mix to a depth of 6" minimum and grade smooth.
 - 2.) Provide a soil analysis, as requested, made by an independent soil-testing agency outlining the % of organic matter, inorganic matter, deleterious material, pH and mineral content.
 - 3.) Any foreign topsoil used shall be free of roots, stumps, weeds, brush, stones (larger than 1"), litter or any other extraneous or toxic material.
 - 4.) Landscape contractor to apply pre-emergent herbicide to all planting beds upon completion of planting operations and before application of shredded bark mulch.
- MISC. MATERIAL:**
- 1.) Provide stakes and deadmen of sound, new hardwood, free of knots and defects.
 - 2.) Tree wrap tape shall be 4" minimum, designed to prevent borer damage and winter freezing. Additionally, only 3-ply tying material shall be used.
- TURF:**
- 1.) All disturbed lawn areas to be seeded with a mixture of Turf-Type fescue (300# per acre) and bluegrass (18# per acre). Lawn areas shall be unconditionally warranted for a period of 90 days from date of final acceptance. Bare areas more than one square foot per any 50 square feet shall be replaced.
 - 2.) Landscape contractor shall offer an alternate price for sod in lieu of seed. Sod shall be cut at a uniform thickness of 3/4". No broken pieces, irregular pieces or torn pieces will be accepted. Any points carrying concentrated water loads and all slopes of 15% or greater shall be sodded.
 - 3.) All sod shall be placed a maximum of 24 hours after harvesting.
 - 4.) Recondition existing lawn areas damaged by Contractor's operations including equipment/material storage and movement of vehicles.
- WARRANTY:**
- 1.) All plant material (excluding ground cover, perennials and annuals) are to be warranted for a period of 12 months after installation at 100% of the installed price.
 - 2.) Any plant material found to be defective shall be removed and replaced within 30 days of notification or in growth season determined to be best for that plant.
 - 3.) Only one replacement per tree or shrub shall be required at the end of the warranty period, unless loss is due to failure to comply with warranty.
 - 4.) Lawn establishment period will be in effect once the lawn has been mowed three times. Plant establishment period shall commence on the date of acceptance and 100% completion.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
AFRM	4	Acer rubrum 'Autumn Flame' / 'Autumn Flame' Maple	2.5" Cal
RSM	3	Acer rubrum 'Frankred' / 'Red Sunset' Maple	3" Cal.
CRB	2	Betula nigra 'Cully' / Heritage River Birch	10"-12"
SAW	3	Quercus acutissima / Sawtooth Oak	3" Cal.
EVERGREEN TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
NS	6	Picea abies / Norway Spruce	6'-7'
CBS	4	Picea pungens 'Glaucia' / Colorado Blue Spruce	6'-7'
FLOWERING TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
SERV	1	Amelanchier X grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry	3" Cal.
CP	2	Pyrus calleryana 'Chanticleer' / Chanticleer Pear	2" Cal
JTL	3	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	2.5" Cal
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
GCFC	5	Chamaecyparis pisifera filifera 'Golden Charm' / Golden Charm False Cypress	5 gal
DBB	11	Euonymus alatus 'Compactus' / Compact Burning Bush	18"-24"
FOR	3	Forsythia intermedia 'Lynwood Gold' / Lynwood Gold Forsythia	5 gal
BH	5	Ilex meserveae 'Blue Princess/Prince' TM / Blue Holly	5 gal
CH	12	Ilex meserveae 'China Boy/Girl' TM / China Boy/Girl Holly	5 gal
YAJUN	24	Juniperus horizontalis 'Youngstown' / Compact Youngstown Andorra Juniper	5 gal
NINE	6	Physocarpus opulifolius 'Diabolo' TM / Diabolo Purple Ninebark	5 gal
LPS	15	Spiraea japonica 'Little Princess' / Little Princess Spiraea	5 gal
MKL	11	Syringa patula 'Miss Kim' / Miss Kim Lilac	5 gal
DY	50	Taxus media 'densiformis' / Dense Yew	24"-30"
HY	8	Taxus media 'Hicksii' / Hicks Yew	24"-30"
DVIB	1	Viburnum plicatum tomentosum 'Mariesii' / Mariesii Double File Viburnum	5 gal
ANNUALS/PERENNIALS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
HRD	25	Hemerocallis hybrid 'Happy Returns' / Happy Returns Daylily	1 gal
BBL	42	Liriope muscari 'Big Blue' / Big Blue Liriope	1 gal
LE	9	Stachys byzantina 'Silver Carpet' / Lamb's Ears	1 gal
FORBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
SMW	59	Asclepias incarnata / Swamp Milkweed	2 Qt
RMAL	35	Hibiscus lasiocarpus / Rose Mallow	2 Qt
MPX	90	Phlox paniculata / Meadow Phlox	2 Qt
PWD	20	Pontederia cordata / Pickerel Weed	2 Qt
SGR	52	Solidago rigida / Stiff Goldenrod	2 Qt
NATIVE GRASSES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	104	Carex crinita / Fringed Sedge	Plug @ 18" oc
	81	Carex muskingumensis / Palm Sedge	Plug @ 18" oc
	107	Juncus effusus / Soft Rush	Plug @ 18" oc
	274	Panicum virgatum / Switch Grass	Plug @ 18" oc
	97	Schizachyrium scoparium / Little Bluestem Grass	Plug @ 18" oc



REVISIONS

BY

landscape

TECHNOLOGIES

67 Jacobs Creek Drive
St. Charles, Missouri 63304
MO Landscape Architectural Corporation #200800782

(636) 928-1250
Fax: (636) 928-4563

MISSOURI LANDSCAPE ARCHITECT

REGISTERED

MISSOURI LANDSCAPE ARCHITECT #000019

RANDALL W. MARDIS

DATE: JUNE 19, 2011

PLANTING PLAN FOR THE PROPOSED
13150 Olive Boulevard
CREVE COEUR, MISSOURI

DRAWN

R. MARDIS

CHECKED

RWM

DATE

6/9/11

SCALE

1"=30'-0"

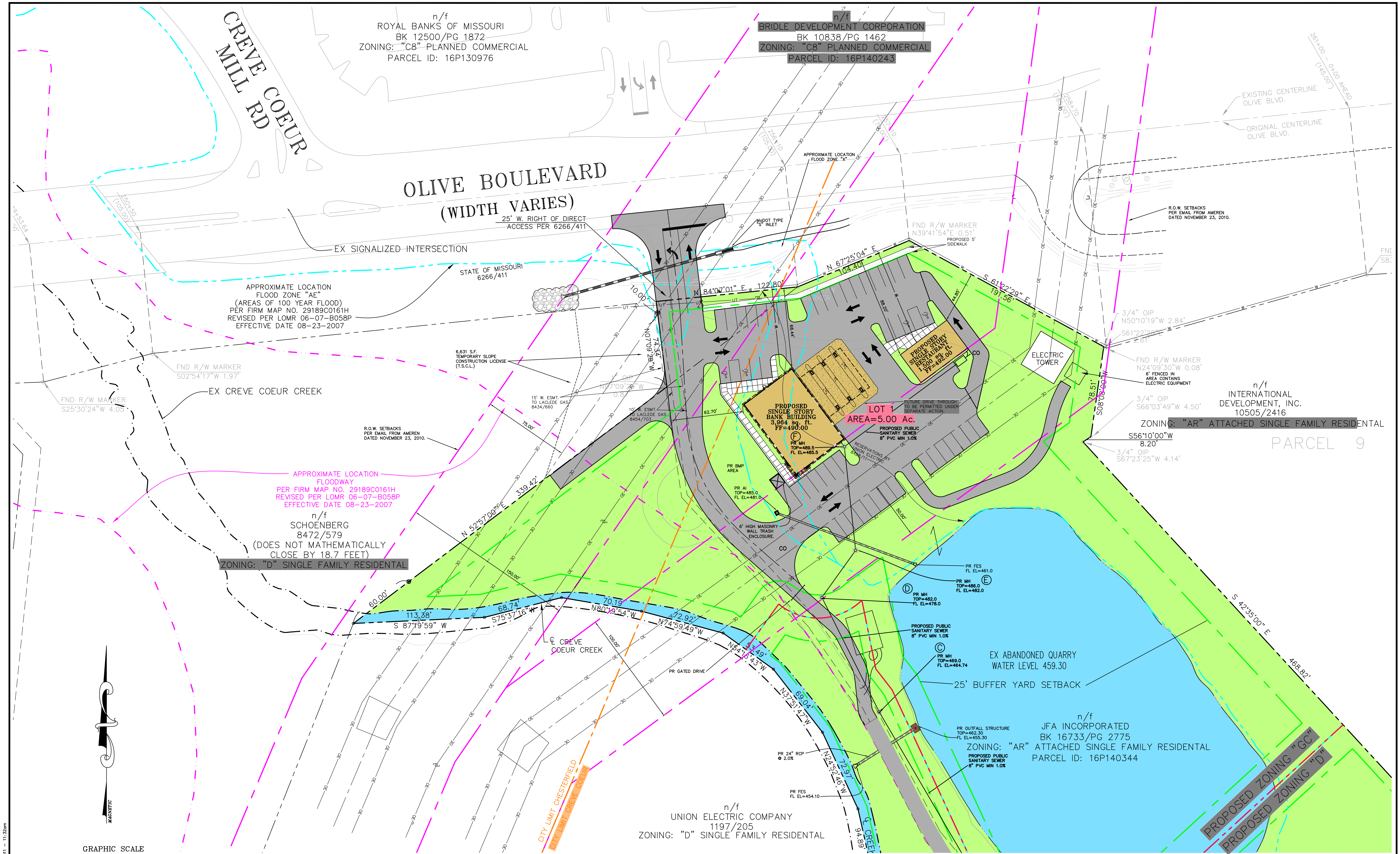
JOB No.

2011-125

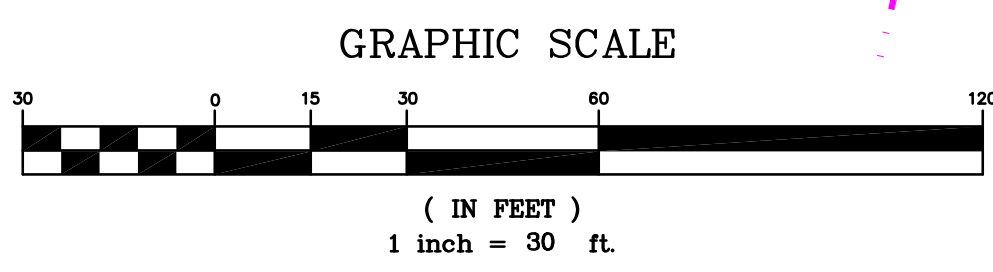
SHEET

L-1

OF ONE SHEET



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| --- | EXISTING PROPERTY LINE | --- | PROPOSED AUE ROW |
| --- | PROPOSED PROPERTY LINE | --- | EXISTING FLOODZONE "AE" |
| --- | PROPOSED SETBACK LINE | --- | EXISTING FLOODWAY |
| --- | MUNICIPAL LINE | | |

CONCEPTUAL SITE COVERAGE CALCULATIONS:

LOT 1:
 MAXIMUM SITE COVERAGE FOR "GC" = 63%
 PROPOSED COVERAGE = 47,787 SF OR 1.10 AC
 PROPOSED COVERAGE = 22%

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MAXIMUM FAR FOR "GC" = 0.4
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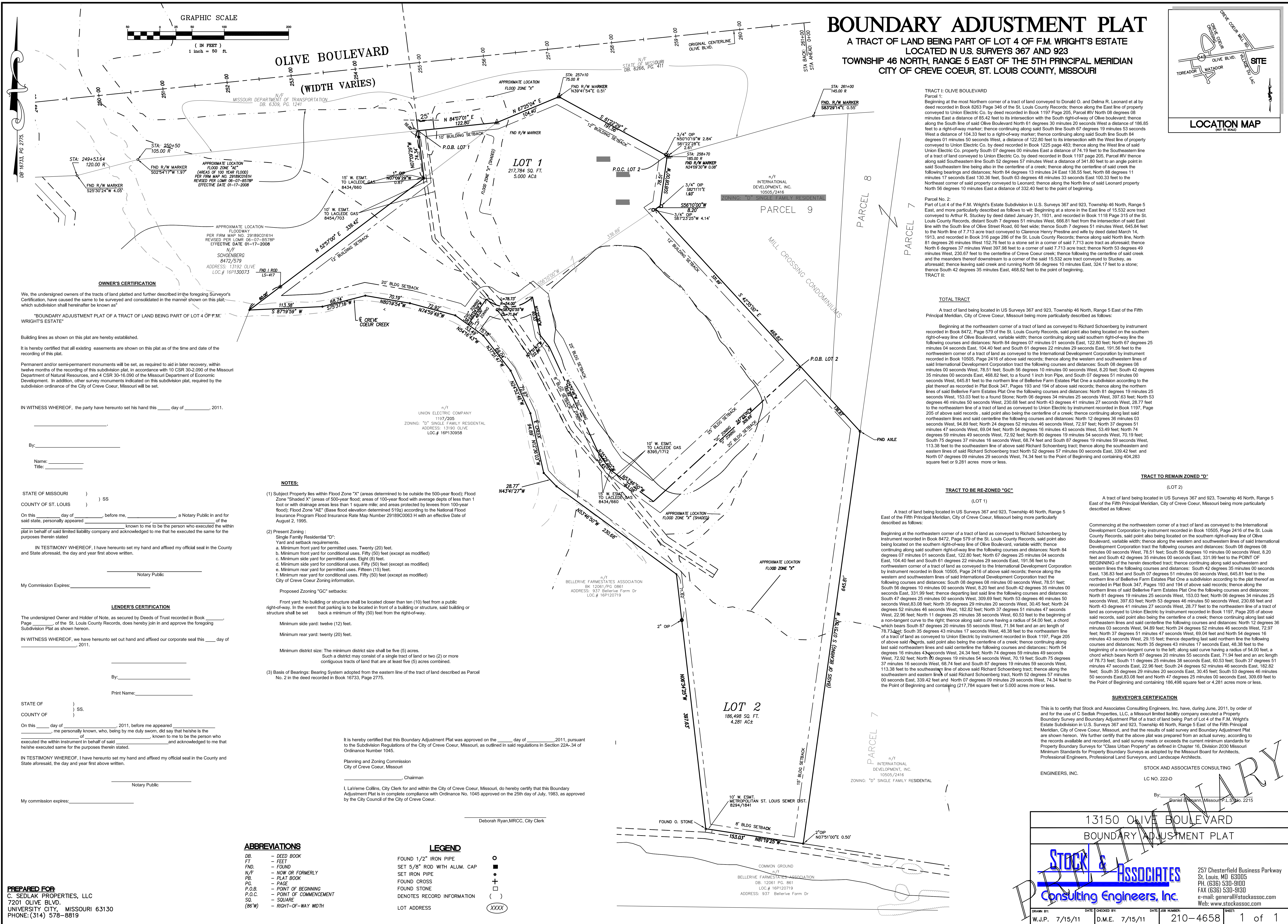
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- 7/14/11 REVISED PER CITY COMMENTS
- 6/29/11 REVISED PER CITY COMMENTS
- 6/09/11 REVISED PER CITY COMMENTS

M.S.D. P# P-27467-01
 BASE MAP # 16-P

13150 OLIVE BOULEVARD	
COMMERCIAL SITE CONCEPT PLAN	
257 Chesterfield Business Parkway St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130 e-mail: general@stockassoc.com Web: www.stockassoc.com	
GEORGE M. STOCK CIVIL ENGINEER CERTIFICATE OF AUTHORITY NUMBER: 000996	E-2516 DATE: 5/10/11 CHECKED BY: G.M.S. DATE: 5/10/11 JOB NUMBER: 210-4658 SHEET: 4 of 7





**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, JULY 18, 2011
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, July 18, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 Mr. James Faron
 Ms. Cynthia Kramer
 Mr. Jim Schnarr
 Mr. Ken Howard

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner
 Ms. Julie Lowery, Recording Secretary

UNFINISHED BUSINESS

- A. Application #11-014: Rezoning 5 acres from “AR” Attached Single-Family Residential to “GC” General Commercial and 4.28 acres from “AR” Attached Single-Family Residential to “D” Single-Family Residential, for site concept plan approval, and for boundary adjustment of the property located at 13150 Olive Boulevard.**

Applicant/Agent: George M. Stock, P.E.
 Stock and Associates Consulting Engineers, Inc.
 257 Chesterfield Business Parkway
 Chesterfield, MO 63005-1241

Mr. Stock, on behalf of Orson Properties LLC, gave a presentation for new members of the commission and members that were absent at the previous meeting.

No comments or questions from the audience.

Comments and questions from Commission members. Mr. Eberhardt wanted to know about the “GC” district and limiting the number of “GC” uses of the proposed land. Mr. Stock was in complete agreement and that if they were given a restricted list of uses for the property they would not be opposed to considering those options. Mr. Lumley recommended addressing this issue by asking for a list of restricted uses to present to City

Council, the same way the Shops at Questover was handled. Mr. Lumley pointed out for the Commission; conditions listed in the draft ordinance include addressing the annexation issue, the normal filings that would be required for specific development, coordination with MoDOT, and also making sure the appropriate easements are in place for the residential property. Mr. Eberhardt asked Mr. Lumley about a potential concern in regards to the quarry lake. Mr. Lumley pointed out that, under the current proposal, it is part of the proposed commercial area and therefore is the responsibility of that property owner. He further stated that there has been discussion about trying to change that later, and there would be concerns at that time. Mr. Stock responded that the lake is not on the entire 5 acres, and they would dedicate it in the common ground/easement for the benefit for all the properties so it could not be sold off to an independent entity, it would be part of the subdivision of the land.

The motion was made by Mr. Eberhardt that, in addition to the staff recommendations, the staff create a recommendation of certain uses within the “GC” category to which the development would be limited, before it is submitted to the City Council. Secondly, that there is a provision dealing with the responsibility of the lake. Mr. Lumley stated these issues can be conditions of the main motion. Ms. Kramer seconded the conditions.

Ms. Kramer asked if it was definite the tenants were going to be fast food and a bank. Mr. Stock stated there were no potential tenants or purchasers at this time. Dr. Barton wanted to know what benefit comes to the city and citizens from passing this motion. Mr. Schnarr stated sales tax for a restaurant and property taxes, as well as a sore spot to the community being fixed. Mr. Langdon commented on limiting uses through conditioning a rezoning. While the City of Creve Coeur has done this in the past, he is not in favor of doing it again. Administratively it is a dangerous way to go, because in terms of the Zoning Map, it will show “GC” and if someone is looking at the property and they call to confirm with the City that the zoning is “GC” that is what they will be told, but what they will not see on the Zoning Map is that there is an ordinance that states, it is “GC” except for these uses. Mr. Lumley, to clarify Mr. Langdon’s point, clarified why he spoke about restricted uses; that they would need to be recorded as a deed restriction on the property, like the Shops at Questover. He indicated he was not speaking in favor but rather just the mechanics.

Mr. Langdon also spoke to the future of the property, and the potential uses, stating to a very large degree it is self limiting. That is, the impacts of the worst case scenario use under “GC,” squeezed into an area this small, are going to be negligent.

There being no further comments, the motion was made by Mr. Eberhardt to approve the draft rezoning and site concept plan ordinance attached to the staff report on application #11-014, subject to the conditions contained in the draft ordinance attached to the staff report dated July 18, 2011 with the additional two conditions that the Planning Commission recommend to the City Council, a restriction on “GC” business uses that may be permitted and that planning be incorporated to take care of the requirement that the quarry be maintained in a reasonable way by legal encumbrances. Mr. Schnarr seconded the motion with the resultant vote as follows:

Mr. Faron – aye
Mr. Schnarr – aye
Mr. Howard – aye

Dr. Barton – aye
Chair – aye

Mr. Eberhardt – aye
Ms. Kramer – aye

ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 8:24 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



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

August 2, 2011

Mr. George Stock
Stock and Associates Consulting Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO 63005-1241

Re: Application #11-014 – Rezoning

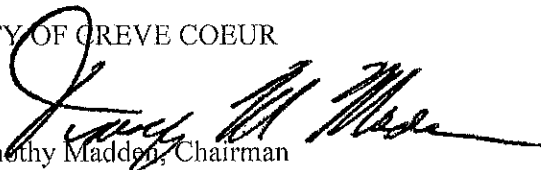
Mr. Stock:

The Planning and Zoning Commission, at its meeting of July 18, 2011, reviewed your request on behalf of Orson Properties LLC to rezone 5 acres from “AR” Attached Single-Family Residential to “GC” General Commercial and 4.28 acres from “AR” Attached Single-Family Residential to “D” Single-Family Residential, for site concept plan approval, and for boundary adjustment of the property located at 13150 Olive Boulevard.

By unanimous vote, the P&Z Commission recommends approval the draft rezoning and site concept plan ordinance attached to the staff report on application #11-014, subject to the conditions contained in the draft ordinance attached to the staff report dated July 18, 2011 with the additional two conditions that the Planning Commission recommend to the City Council, a restriction on “GC” business uses that may be permitted and that planning be incorporated to take care of the requirement that the quarry be maintained in a reasonable way by legal encumbrances.

Sincerely,

CITY OF CREVE COEUR


Timothy Madden, Chairman
Planning & Zoning Commission

TM:jl

Cc: M.C. Perkins, City Administrator
J. Heines, Director of Public Works
G. Eidman, Chief of Police
S. Unser, Chief Building Official



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
#11-014 TO REZONE 5 ACRES FROM "AR" ATTACHED SINGLE-FAMILY
RESIDENTIAL TO "GC" GENERAL COMMERCIAL AND 4.28 ACRES FROM
"AR" ATTACHED SINGLE-FAMILY RESIDENTIAL TO "D" SINGLE
FAMILY RESIDENTIAL FOR THE PROPERTY LOCATED
AT 13150 OLIVE BOULEVARD**

FOR THE MEETING OF: July 5, 2011

LOCATION: 13150 Olive Boulevard

REQUEST:

George Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Orsen Properties LLC, has submitted an application for subdivision and rezoning of 5 acres of the property at 13150 Olive Boulevard from "AR" Attached Single-Family Residential to "GC" General Commercial and rezoning the remaining 4.28 acres from "AR" Attached Single-Family Residential to "D" Single Family Residential.

ADDITIONAL INFORMATION:

Section 405.360 "GC" General Commercial District requires a minimum area of five acres, if not expanding an existing "GC" District. The residential unit on the property will be renovated and utilized as a single-family residence. No other residential units are being proposed.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request meet with the minimum standards of the proposed "GC" General Commercial and "D" Single Family Residential districts?

Comp. Plan References

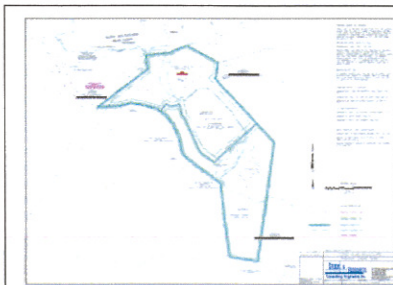
- Residential Preservation and Economic Development
- Community Health and Connectivity

Zoning Code References

- Section 405.280 "D" Single-Family Residential District
- Section 405.360 "GC" General Core Business District
- Section 405.470 Conditional Uses

APPLICANTS: George M. Stock, P.E.
Stock and Associates Consulting
Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO 63117

OWNER: Orsen Properties LLC
7201 Olive Boulevard,
University City, MO 63130



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP, City Planner

07/05/2011
Date

ATTACHMENTS: Applicant's Materials drafted June 29, 2011

INTRODUCTION

George Stock, of Stock and Associates Consulting Engineers, Inc., on behalf of Orsen Properties LLC, has submitted an application for subdivision and rezoning of five acres of the property at 13150 Olive Boulevard from “AR” Attached Single-Family Residential to “GC” General Commercial and rezoning the remaining 4.28 acres from “AR” Attached Single-Family Residential to “D” Single Family Residential. The existing three lots will be re-subdivided to form two lots along the district lines. The conceptual site plans for the commercial development includes two buildings: a proposed bank and a restaurant, both with drive-through facilities. No tenants have been identified, so the drive-through facilities cannot be approved at this stage. In the meantime, the rezoning of the property would allow for any use permitted within the “GC” General Commercial District zoning regulations. If a tenant needing a drive-through is later identified, the applicant will have to return to the Planning and Zoning Commission for approval of a site development plan and any conditional use permit necessary.

The green space to the southwest, within the “GC” General Commercial District, is currently the leaf transfer lot used by the City’s Public Works Department. This area is within the floodway and is not otherwise developable. Therefore, the applicant is proposing to continue to allow the City to utilize this area, as open green space. The “GC” General Commercial District will also include approximately half of the pond in order to meet with the five acre minimum requirement for a “GC” District. Finally, a portion of the proposed “GC” District falls within the City of Chesterfield, and a municipal boundary adjustment will be necessary.

The residential rezoning from “AR” Attached Single Family Residential to “D” Single Family Residential will allow for the renovation of the existing house as a single family home. No other housing units are being proposed with this project. Access from Olive Boulevard will be granted through an access easement.

BACKGROUND

The residential structure, in-ground pool, pool house, and a quarry lake are currently located on the subject property. The house was built in 1989 and is approximately 10,000 square feet in size. The area was annexed into the City in 1995. The property was sold in 1999, and has been vacant since. Creve Coeur Country Club purchased the site and with approval of a Conditional Use Permit (Ordinance Number 2115, approved March 12, 2001) proposed to rehab the structure to operate a private club, however this project was never completed.

In 2005, Mr. Jim Fong, of JFA, Inc., received approval (Ordinance Number 3072) for rezoning and a site development plan to the current zoning of “AR” Attached Single Family Residential with the intent to construct twenty-five (25) townhouse units. This project was also never completed and the property has remained un-used in its current state.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial: Bank and drive through restaurant	'C-8' Planned Commercial District (Unincorporated St. Louis County)	Olive Boulevard
South	Residential: Bellerive Farm Estates subdivision	"D" Single Family Residential District	NA
East	Residential: Mill Crossing	"AR" Attached Single Family Residential	NA
West	Vacant	"FPR-3" Flood Plain Residential District (City of Chesterfield)	NA

COMPREHENSIVE PLAN REVIEW

The Comprehensive Plan doesn't provide much discussion regarding this property. However, the general goals and strategies call for the preservation and protection of residential neighborhoods from encroachment by commercial development, as well as the preservation of the long-term economic strength of the City (Residential Preservation and Economic Development, page 21). Community Health and Connectivity discusses the preservation, protection and acquisition of open spaces, natural areas, and creeks in an effort to improve the quality of life, environment, and air. Further the Community Health and Connectivity Goals and Strategies requires that new commercial, institutional and multi-family development or redevelopment include public amenities such as pedestrian connections, bicycle facilities, public sitting/ gathering areas and open, space as appropriate (page 22)

The Creve Coeur Northwest Sector Land Use Plan was developed in 1996 for the area of West Olive Boulevard. Discussion of this area within the plan calls for the preservation of open space and the maintenance of green space. The plan further includes this site with the proposed development of a park space for recreational use that is passive in nature.

ZONING REVIEW

The "GC" General Commercial District (Section 405.360) is intended to accommodate, by site development plan approval, convenience retail shopping, services and offices which are freestanding or part of small scale planned commercial development and which are compatible in scale and intensity of use with adjacent residential uses.

A "GC" General Commercial District requires a minimum of five acres, if not expanding an existing "GC" District:

Section 405.360(E) Dimensional Regulations. The following area and yard regulations apply in the "GC" General Commercial District.

1. *Minimum district size. The minimum district size shall be five (5) acres. Such a district may consist of a single tract of land or two (2) or more contiguous tracts of land that are at least five (5) acres combined. In addition, a tract of land that*

is less than five (5) acres may be zoned "GC" General Commercial District when it is contiguous to an existing "GC" District.

The conceptual site development plan submitted by the applicants indicates a free standing bank and restaurant. However, no specific tenant has been identified and no conditional use permit application has been submitted. Therefore, should the rezoning get approved, only uses permitted by-right in the "GC" District could be allowed. The development of a restaurant and bank would require a conditional use permit and further site plan approval. In fact, any future change will a new site development plan per Section 405.360(D): *Site Development Plan Required: Site development plan approval by the Planning and Zoning Commission shall be required for all proposed development with the "GC" District as provided by Section 405.1080.*

The Planning Division staff believes it prudent that the first presentation be centered on the full discussion of the proposal without a recommendation to the City Council being sought. This discussion is also the opportunity for the Planning Commission to provide guidance or suggestions to the applicant on a number of potential issues including:

Land Use Issues:

- Relationship with the surrounding properties and the Comprehensive Plan: While the Comprehensive Plan calls for the preservation of neighborhoods and open space, and the Northwest Sector Plan calls for maintaining this property as green space for a park, commercial development already exists across Olive Boulevard in unincorporated St. Louis County. Further, commercial development is not likely to develop further west, as it is within the floodway. Would the rezoning of the five acres along Olive Boulevard adversely affect the surrounding area?
- Concern of spot zoning: While the commercial development portion of the proposal meets with the five acre minimum, a significant portion of the area is undevelopable due to the inclusion of the pond, the floodway area at the southwest portion of the property, and the overhead utilities on site. That portion indicating development is approximately 1/3 (approximately 1.8 acres) of the proposed "GC" District. Therefore, does the project meet with the intent of the Zoning Code by providing only approximately 1.8 acres of a minimum of five acres for development?
- Are the Commission members comfortable with all of the permitted uses within the "GC" District for this site?

Site Development Issues:

- The conceptual site plan indicates a bank and drive-through restaurant that will require a conditional use permit, as discussed earlier, and such application has not been submitted. Therefore review of the concept site plan should only include that of two buildings, one of approximately 4,000 sq. ft. and one for 1,500 sq. ft., as possible retail and office (those uses permitted by right in the "GC" District). Are the Commission members comfortable with this level of development, or what is the level of development do you feel is appropriate for this site?
- The applicant has shown drive-in facilities could work on this site. Is the Commission comfortable with the potential for such uses on this site, or is the only appropriate use those identified as the uses permitted by-right without the future possibility of a drive-through tenant?

Upon further direction from the Planning and Zoning Commission members, a complete site development plan, with architectural elevations is necessary to adequately review the proposal with the City's Design Guidelines, and zoning standards. Further, annexation of that portion of the project from the City of Chesterfield will need to be addressed. After affording the applicant time to make any necessary changes, the staff will provide the Commission with a complete staff report.

ACTION

The Planning and Zoning Commission should not take any action on a recommendation for this item at this time. A motion is required, however. (see below)

MOTION

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

"I move to continue Application #11-014 until a time that the applicant can make the necessary changes to address the concerns of the members of the Planning Commission and staff determines that enough information has been provided to move forward."

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL MAP



St. Louis County Property Viewer



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APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 05/26/2011
	Description: View of the property looking south from Olive Blvd toward the area of the proposed commercial development.
	Description: View of the property looking southwest from Olive Blvd at the leaf transfer lot within the floodway.
	Description: View of the property looking south from Olive Blvd along the proposed access easement.

	Description: View looking northwest from Olive Boulevard at the existing commercial development in un-incorporated St. Louis County.
	Description: View looking northeast from Olive Boulevard at the existing commercial development in un-incorporated St. Louis County.
	Description: View looking east from the property entrance along Olive Boulevard.

SITE DEVELOPMENT PLAN

13150 OLIVE BOULEVARD

A TRACT OF LAND BEING LOCATED IN U.S. SURVEYS 367 AND 923
TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

CURRENT ZONING: "AP" ATTACHED SINGLE FAMILY RESIDENTIAL

PROPOSED ZONING: "D" SINGLE FAMILY RESIDENTIAL

AND "GC" GENERAL COMMERCIAL

GENERAL NOTES:

- EXISTING CONDITIONS BASED ON TOPOGRAPHIC SURVEY PERFORMED BY CCI ENGINEERING.
(BASIS OF BEARINGS: MISSOURI STATE PLANE, GRID NORTH)
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "AE" AND "X" (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI AND INCORPORATED AREAS PER MAP NO. 29189C0161 H WITH AN EFFECTIVE DATE OF AUGUST 23, 2007 AND REVISED PER LOMR 06-07-B058P.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED. SHOULD ANY CONFLICTS BE EVIDENT, THE CONTRACTOR SHALL NOTIFY THE OFFICE OF THE ENGINEER IMMEDIATELY.
- ALL PROPOSED UTILITIES SHALL BE CONSTRUCTED TO THE CITY OF CREVE COEUR STANDARDS.
- ALL GRADING AND DRAINAGE TO BE IN CONFORMANCE WITH THE CITY OF CREVE COEUR, MSD, AND ST. LOUIS COUNTY STANDARDS.
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- THESE IMPROVEMENT PLANS WILL ADHERE TO THE PARKING AND LOADING REGULATIONS OF THE CITY OF CREVE COEUR CODE.
- NO PARKING SHALL BE PERMITTED ON ANY ROADWAY IN OR ADJACENT TO THE DEVELOPMENT.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND. THE DEVELOPMENT OF THIS PARCEL WILL COORDINATE THE INSTALLATION OF ALL UTILITIES IN CONJUNCTION WITH THE CONSTRUCTION OF ANY ROADWAY.
- ALL TRASH ENCLOSURES SHALL BE SCREENED WITH A 6 FT. TALL (min) MASONRY ENCLOSURE.
- AN OPPORTUNITY FOR RECYCLING WILL BE PROVIDED.
- STREET TREES TO BE INSTALLED PER APPROVED LANDSCAPE PLAN.
- ENTRANCE SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS FOR NEW DEVELOPMENT SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
- HAULING STANDARD NOTE: TRUCKS SHALL NOT EXCEED POSTED WEIGHT LIMITS FOR ST. LOUIS COUNTY BRIDGES DURING HAUL OPERATIONS. (NO HAUL ROUTE REQUIRED FOR THIS PROJECT)
- THE DEVELOPER IS REQUIRED TO PROVIDE ADEQUATE STORMWATER SYSTEMS IN ACCORDANCE WITH ST. LOUIS COUNTY AND M.S.D. STANDARDS.
- LAND DISTURBANCE, EROSION AND SEDIMENT CONTROL PRACTICES, AND WATERCOURSE CROSSINGS SHALL BE ADEQUATE TO PREVENT TRANSPORTATION OF SEDIMENT FROM THE SITE.
- ADDITIONAL SILTATION CONTROL SHALL BE INSTALLED AS REQUIRED BY ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
- MATERIALS BROUGHT TO ANY SITE UNDER A PERMIT ISSUED UNDER THE LAND DISTURBANCE CODE, WHERE SAID MATERIAL IS INTENDED TO BE UTILIZED AS FILL MATERIAL AT THE SITE FOR LAND DISTURBANCE, EROSION OR SEDIMENT CONTROL, SHALL CONSIST OF CLEAN UNCONTAMINATED INERT MATERIALS (SOIL, ROCK, CONCRETE, ASPHALTIC CONCRETE, SAND, ETC. VOID OF ANY WOOD, METALS, PLASTICS, TEXTILES, HYDROCARBONS, ETC.) SLUDGE OF ANY KIND MAY NOT BE USED AS A CLEAN FILL UNLESS REVIEWED AND APPROVED BY THE ST. LOUIS COUNTY DEPARTMENT OF HEALTH.
- ADEQUATE TEMPORARY OFF-STREET PARKING FOR CONSTRUCTION EMPLOYEES SHALL BE PROVIDED. PARKING ON NON-SURFACED AREAS SHALL BE PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEES' VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVEWAY CONDITIONS.
- ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL AND DEBRIS.
- CONTRACTOR SHALL KEEP EXISTING ROADWAYS CLEAN OF MUD AND DEBRIS AT ALL TIMES.
- ALL WORK WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL BE TO COUNTY STANDARDS.
- INSTALLATION OF LANDSCAPING AND ORNAMENTAL ENTRANCE MONUMENTATION OR IDENTIFICATION SIGNAGE CONSTRUCTION, IF PROPOSED, SHALL BE REVIEWED BY THE DEPARTMENT OF HIGHWAYS AND TRAFFIC FOR SIGHT DISTANCE CONSIDERATIONS AND APPROVED PRIOR TO INSTALLATION OR CONSTRUCTION.
- INTERIM STORMWATER DRAINAGE CONTROL IN THE FORM OF SILTATION CONTROL MEASURES ARE REQUIRED.
- THE DEVELOPER IS REQUIRED TO PROVIDE ADEQUATE STORMWATER SYSTEMS IN ACCORDANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
- ALL DISTURBED EARTH AREAS WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL BE SODED.
- ALL OFFSITE PROPERTY OWNERS SHALL BE GIVEN NOTICE 48 HOURS IN ADVANCE OF ANY WORK.
- ALL CONSTRUCTION SHALL BE PER MOST CURRENT DETAILS LOCATED IN THE ST. LOUIS COUNTY DESIGN CRITERIA MANUAL AND/OR THE SEDIMENT AND EROSION CONTROL MANUAL.

TOTAL TRACT

A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Beginning at the northeastern corner of a tract of land as conveyed to Richard Schoenberg by instrument recorded in Book 8472, Page 579 of the St. Louis County Records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence continuing along said southern right-of-way line the following courses and distances: North 84 degrees 07 minutes 01 seconds East, 122.80 feet; North 67 degrees 25 minutes 04 seconds East, 104.40 feet and South 01 degrees 22 minutes 29 seconds East, 191.56 feet to the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of above said records; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet; South 42 degrees 35 minutes 00 seconds East, 468.82 feet, to a found 1 inch Iron Pipe, and South 07 degrees 51 minutes 00 seconds West, 645.81 feet to the northern line of Bellerville Farm Estates Plat One a subdivision according to the plat thereof as recorded in Plat Book 347, Pages 193 and 194 of above said records; thence along the northern lines of said Bellerville Farm Estates Plat One the following courses and distances: North 81 degrees 19 minutes 25 seconds West, 153.03 feet to a found Stone; North 06 degrees 34 minutes 25 seconds West, 397.63 feet; North 53 degrees 46 minutes 50 seconds West, 230.68 feet and North 43 degrees 41 minutes 27 seconds West, 28.77 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records, said point also being the centerline of a creek; thence continuing along last said northeastern lines and said centerline the following courses and distances: North 12 degrees 36 minutes 03 seconds West, 94.89 feet; North 24 degrees 52 minutes 46 seconds West, 72.97 feet; North 37 degrees 51 minutes 47 seconds West, 69.04 feet; North 54 degrees 16 minutes 43 seconds West, 53.49 feet; North 74 degrees 59 minutes 49 seconds West, 72.92 feet; North 80 degrees 19 minutes 54 seconds West, 70.19 feet; South 75 degrees 37 minutes 16 seconds West, 68.74 feet and South 87 degrees 19 minutes 59 seconds West, 113.38 feet to the southeastern line of above said Richard Schoenberg tract; thence along the southeastern and eastern lines of said Richard Schoenberg tract North 52 degrees 57 minutes 00 seconds East, 339.42 feet and North 07 degrees 09 minutes 29 seconds West, 74.34 feet to the Point of Beginning and containing 404.283 square feet or 9.281 acres more or less.

TRACT TO REMAIN ZONED "D"

(LOT 2)

A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Commencing at the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of the St. Louis County Records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet and South 42 degrees 35 minutes 00 seconds East, 331.99 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said southwestern and western lines the following courses and distances: South 42 degrees 35 minutes 00 seconds East, 136.83 feet and South 07 degrees 51 minutes 00 seconds West, 645.81 feet to the northern line of Bellerville Farm Estates Plat One a subdivision according to the plat thereof as recorded in Plat Book 347, Pages 193 and 194 of above said records; thence along the northern lines of said Bellerville Farm Estates Plat One the following courses and distances: North 81 degrees 19 minutes 25 seconds West, 153.03 feet; North 06 degrees 34 minutes 25 seconds West, 397.63 feet; North 53 degrees 46 minutes 50 seconds West, 230.68 feet and North 43 degrees 41 minutes 27 seconds West, 28.77 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records, said point also being the centerline of a creek; thence continuing along last said northeastern lines and said centerline the following courses and distances: North 12 degrees 36 minutes 03 seconds West, 94.89 feet; North 24 degrees 52 minutes 46 seconds West, 72.97 feet; North 37 degrees 51 minutes 47 seconds West, 69.04 feet and North 54 degrees 16 minutes 43 seconds West, 29.15 feet; thence departing last said northern line the following courses and distances: North 35 degrees 43 minutes 17 seconds East, 48.38 feet to the beginning of a non-tangent curve to the left; along said curve having a radius of 54.00 feet, a chord which bears North 87 degrees 20 minutes 55 seconds East, 71.94 feet and an arc length of 78.73 feet; South 11 degrees 25 minutes 38 seconds East, 60.53 feet; South 37 degrees 51 minutes 47 seconds East, 22.96 feet; South 24 degrees 52 minutes 46 seconds East, 182.82 feet; South 35 degrees 29 minutes 20 seconds East, 30.45 feet; South 53 degrees 46 minutes 50 seconds East, 83.08 feet and North 47 degrees 25 minutes 00 seconds East, 309.69 feet to the Point of Beginning and containing 186.498 square feet or 4.281 acres more or less.

ST. LOUIS COUNTY BENCHMARK:

8-8 - 474.84 - "STANDARD TABLET" STAMPED 13 GEU 1974
SET IN SOUTHEAST ABUTMENT OF BRIDGE #A-1618-R OVER
CREVE COEUR CREEK ALONG OLIVE STREET ROAD; WEST OF
THE SOUTHWEST CORNER OF CREVE COEUR ROAD AND OLIVE
STREET.

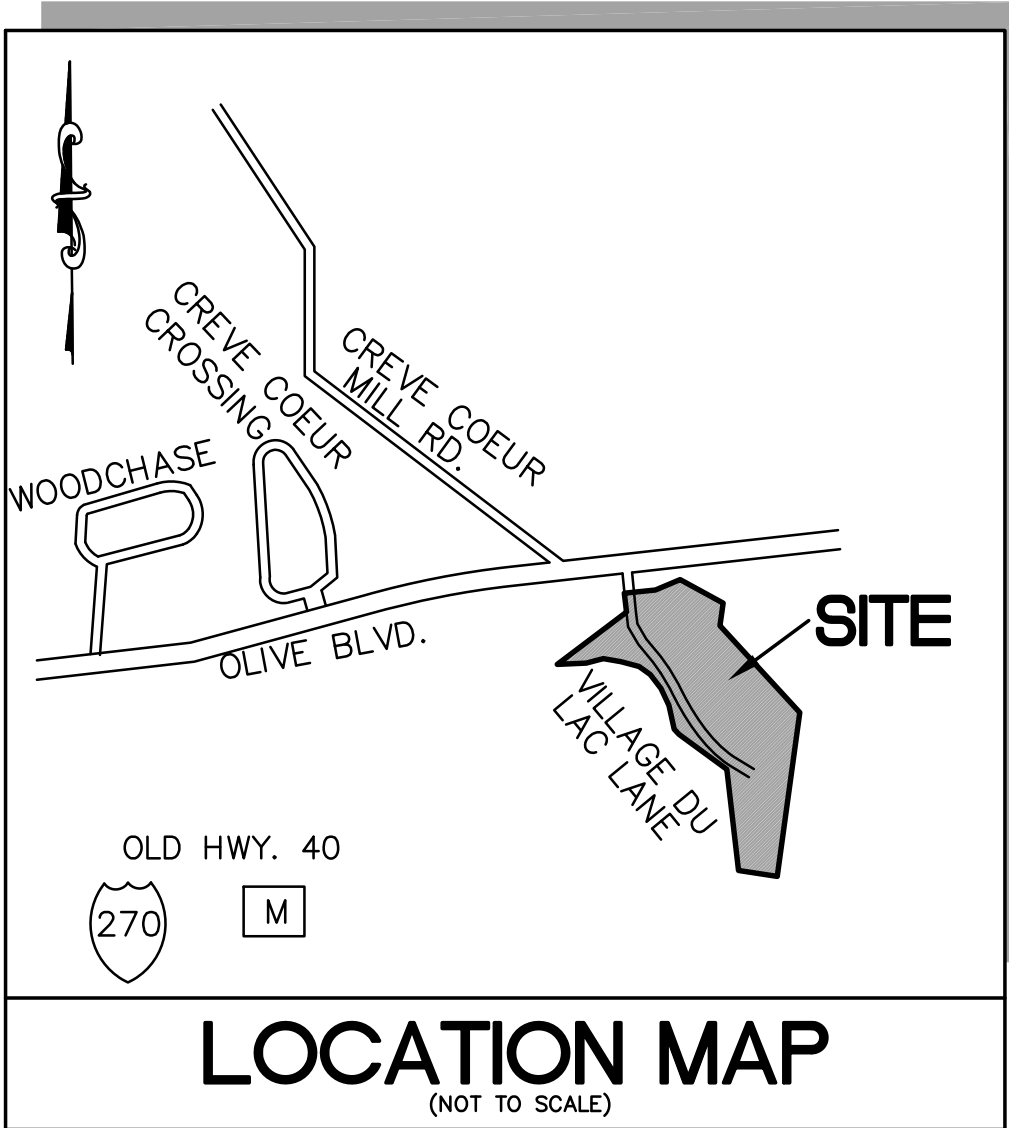
PREPARED FOR:
ORSON PROPERTIES L.L.C.
7201 OLIVE BLVD.
UNIVERSITY CITY, MISSOURI 63130
PHONE: (314) 578-8819

ABBREVIATIONS

C.O.	-	CLEANOUT	P.G.	-	PAGE
DB.	-	DEED BOOK	P.O.B.	-	POINT OF BEGINNING
E	-	ELECTRIC	P.O.C.	-	POINT OF COMMENCEMENT
FL	-	FLOWLINE	P.V.C.	-	POLYVINYL CHLORIDE PIPE
FT	-	FEET	R.C.P.	-	REINFORCED CONCRETE PIPE
FND.	-	FOUND	SQ.	-	SQUARE
G	-	GAS	T	-	TELEPHONE CABLE
M.H.	-	MANHOLE	V.C.P.	-	VETRIIFIED CLAY PIPE
N/F	-	NOW OR FORMERLY	W	-	WATER
PB.	-	PLAT BOOK	(86°W)	-	RIGHT-OF-WAY WIDTH

LEGEND

EXISTING SANITARY SEWER	==	○	==	FIRE HYDRANT
EXISTING STORM SEWER	==	○	==	LIGHT STANDARD
EXISTING TREE	==	○	==	BUSH
EXISTING BUILDING	==	○	==	NOTES PARKING SPACES
EXISTING CONTOUR	==	○	==	QUI WIRE
SPOT ELEVATION	==	○	==	POWER POLE
EXISTING UTILITIES	==	○	==	WATER VALVE
FOUND 1/2" IRON PIPE	==	○	==	NOTES RECORD INFORMATION
SET IRON PIPE	==	○	==	HANDICAPPED PARKING
FOUND CROSS	==	○	==	
FOUND STONE	==	○	==	



PERTINENT DATA

SITE ACREAGE	=	9.28 Acres ±	13105 OLIVE BOULEVARD, CREVE COEUR, MO 63141
FIRE DISTRICT	=	CREVE COEUR FIRE PROTECTION DISTRICT	
SCHOOL DISTRICT	=	LAJUE	
SEWER DISTRICT	=	M.S.D.	
WATER SHED	=	CREVE COEUR CREEK	
WATER SERVICE	=	MISSOURI AMERICAN WATER COMPANY	
GAS SERVICE	=	LACLEDE GAS COMPANY	
ELECTRIC SERVICE	=	AmerenUE ELECTRIC COMPANY	
PHONE SERVICE	=	AT&T	
LOCATOR No.	=	16P140344	
F.I.R.M. MAP	=	29189C0161 H, ZONE AE AND X,	

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS PREPARED THIS SITE DEVELOPMENT PLAN FROM A RECORD INFORMATION AND DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY. THIS SITE DEVELOPMENT SECTION PLAN IS A CORRECT REPRESENTATION OF ALL EXISTING AND PROPOSED LAND DIVISIONS. FINAL PLATTING IS SUBJECT TO AN ACTUAL FIELD BOUNDARY SURVEY.

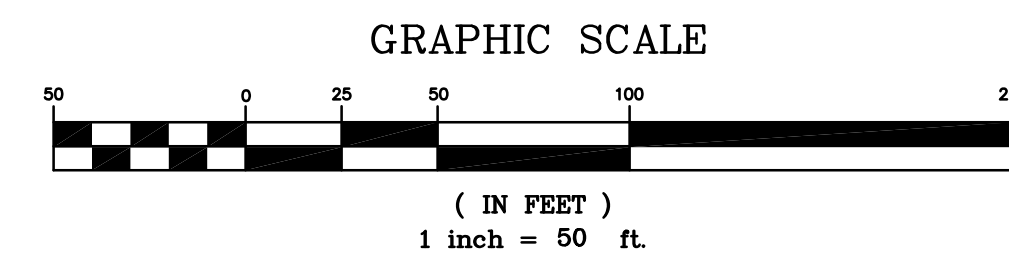
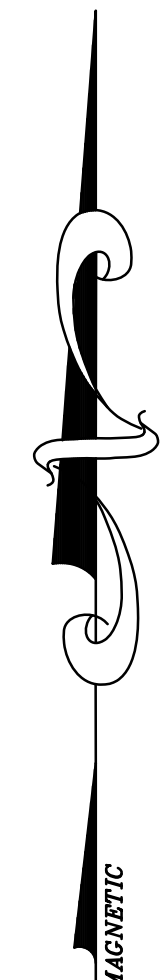
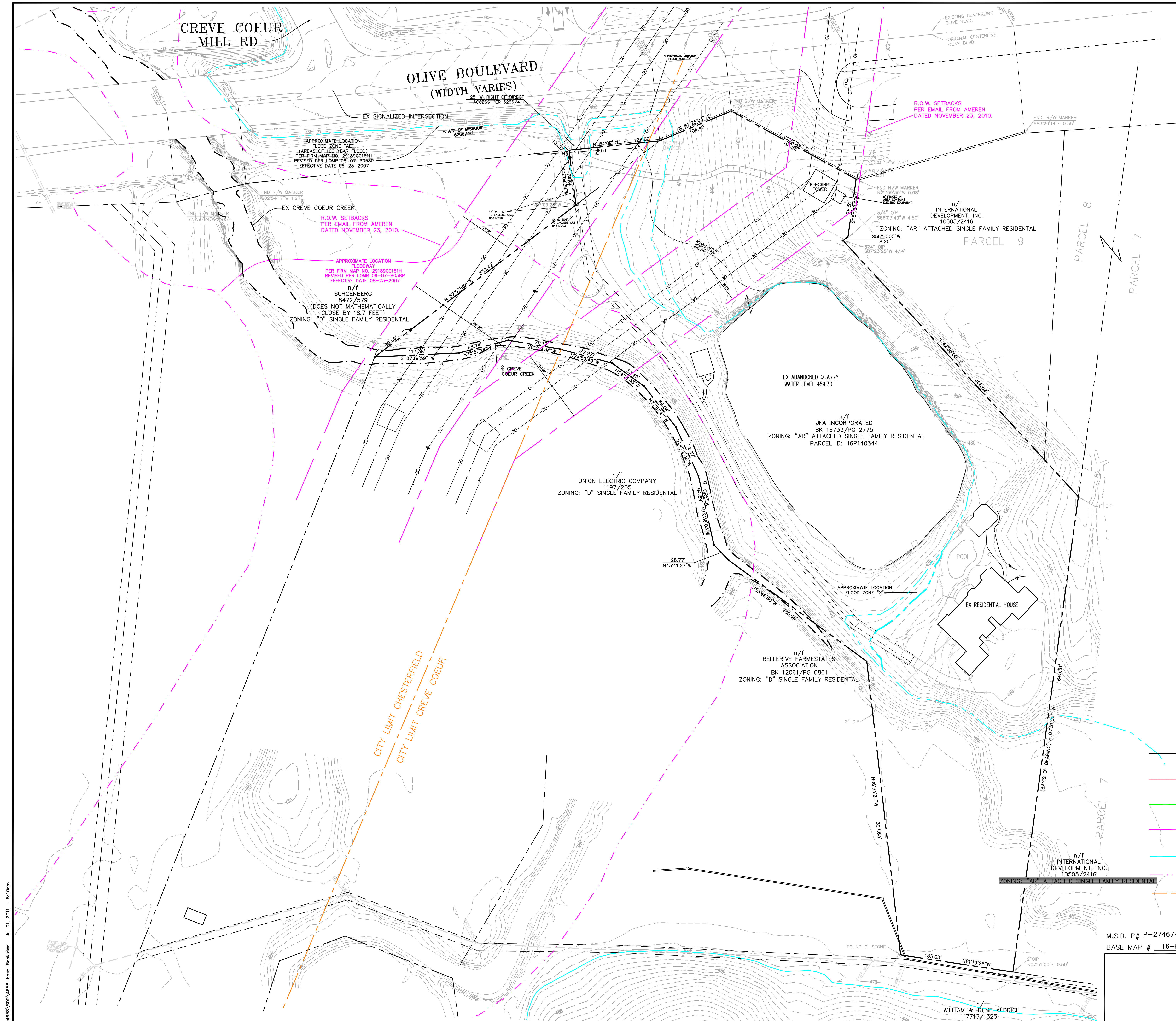
STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.

By: DANIEL EHLMANN, MISSOURI L.S. NO. 2215

6/29/11 REVISED PER CITY COMMENTS
6/09/11 REVISED PER CITY COMMENTS

M.S.D. P# P-27467-01
BASE MAP # 16-P

13150 OLIVE BOULEVARD			
TITLE SHEET			
STOCK & ASSOCIATES Consulting Engineers, Inc.			
257 Chesterfield Business Parkway St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130 e-mail: general@stockassoc.com Web: www.stockassoc.com			
GEORGE M. STOCK CIVIL ENGINEER CERTIFICATE OF AUTHORITY NUMBER: 000996	E-25116	DRAWN BY: E.J.B.	DATE: 5/10/11
CHECKED BY: G.M.S.	DATE: 5/10/11	JOB NUMBER: 210-4658	SHEET: 1 of 7



- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SETBACK LINE
- PROPOSED AUE ROW
- EXISTING FLOODZONE "AE"
- EXISTING FLOODWAY
- MUNICIPAL LINE

M.S.D. P# P-27467-01
BASE MAP # 16-P

13150 OLIVE BOULEVARD
EXISTING CONDITIONS PLAN

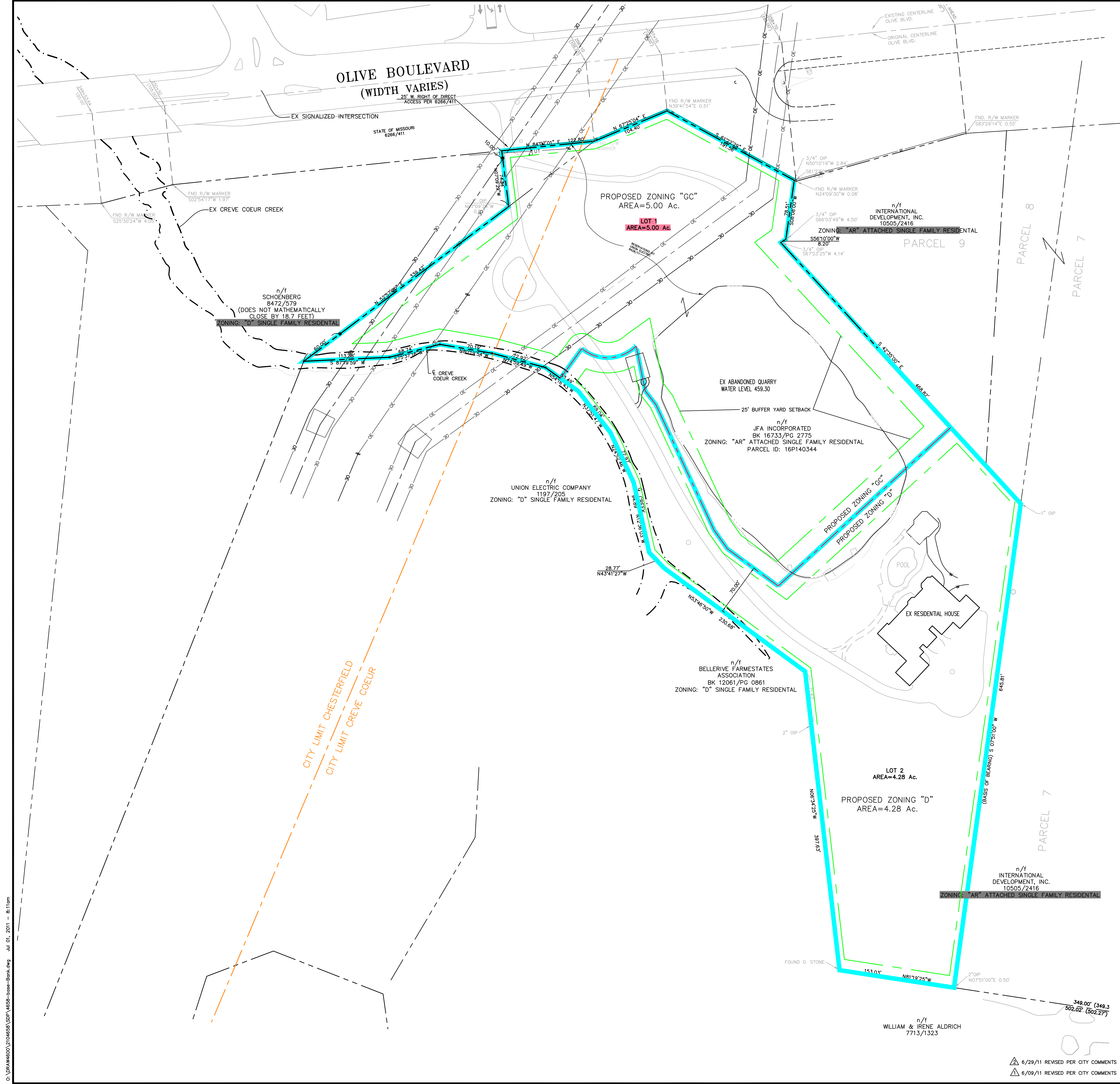
STOCK & ASSOCIATES
Consulting Engineers, Inc.

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

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

DRAWN BY:	CHECKED BY:	DATE:	JOB NUMBER:	SHEET:
E.J.B.	G.M.S.	5/10/11	210-4658	2 of 7

6/29/11 REVISED PER CITY COMMENTS
6/09/11 REVISED PER CITY COMMENTS



PROPOSED ZONING "GC" SETBACKS:

FRONT YARD: NO BUILDING OR STRUCTURE SHALL BE LOCATED CLOSER THAN TEN (10) FEET FROM A PUBLIC RIGHT-OF-WAY. IN THE EVENT THAT PARKING IS TO BE LOCATED IN FRONT OF A BUILDING OR STRUCTURE, SAID BUILDING OR STRUCTURE SHALL BE SET BACK A MINIMUM OF FIFTY (50) FEET FROM THE RIGHT-OF-WAY.

MINIMUM SIDE YARD: TWELVE (12) FEET.

MINIMUM REAR YARD: TWENTY (20) FEET.

BUFFER YARDS: ANY TRACT OR SITE ABUTTING OR ADJOINING A SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT SHALL PROVIDE A BUFFER YARD OF TWENTY (20) FEET ON ALL SIDES THAT ADJUT THE SINGLE-FAMILY DISTRICT. THE MINIMUM REQUIRED BUFFER YARD SHALL BE INCREASED IN FIVE (5) FOOT INCREMENTS, UP TO A MAXIMUM OF FORTY (40) FEET, FOR EACH ACRE OF THE SUBJECT PROPERTY OVER TWO (2) ACRES IN AREA.

MINIMUM DISTRICT SIZE:

THE MINIMUM DISTRICT SIZE SHALL BE FIVE (5) ACRES. SUCH A DISTRICT MAY CONSIST OF A SINGLE TRACT OF LAND OR TWO (2) OR MORE CONTIGUOUS TRACTS OF LAND THAT ARE AT LEAST FIVE (5) ACRES COMBINED.

PROPOSED ZONING "D" SETBACKS:

MINIMUM FRONT YARD FOR PERMITTED USES: TWENTY (20) FEET.

MINIMUM SIDE YARD FOR PERMITTED USES: EIGHT (8) FEET.

MINIMUM REAR YARD FOR PERMITTED USES: FIFTEEN (15) FEET.

LOT SIZE REQUIREMENTS:

MINIMUM LOT AREA: TEN THOUSAND (10,000) SQUARE FEET.

MINIMUM LOT WIDTH: SEVENTY (70) FEET

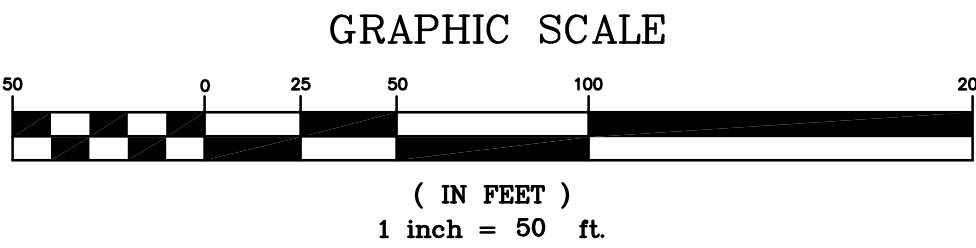
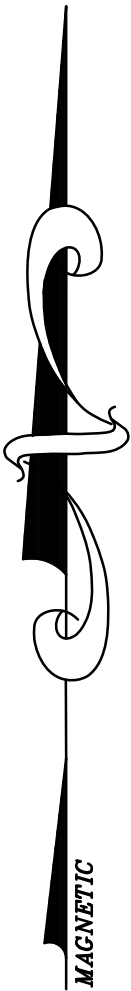
MINIMUM LOT DEPTH: ONE HUNDRED (100) FEET.

MINOR RESIDENTIAL STREET SPECIFICATIONS:

MINIMUM RIGHT OF WAY (COMMON GROUND): FIFTY (50) FEET.

MINIMUM PAVEMENT WIDTH (BACK TO BACK OF CURB): TWENTY SIX (26) FEET.

MINIMUM HORIZONTAL RADIUS OF CENTERLINE: ONE HUNDRED FIFTY (150) FEET.



- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SETBACK LINE
- PROPOSED ZONING LINE
- EXISTING FLOODZONE "AE"
- EXISTING FLOODWAY
- MUNICIPAL LINE

M.S.D. P# P-27467-01
BASE MAP # 16-P

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

13150 OLIVE BOULEVARD
PROPOSED ZONING EXHIBIT

STOCK & ASSOCIATES

Consulting Engineers, Inc.

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

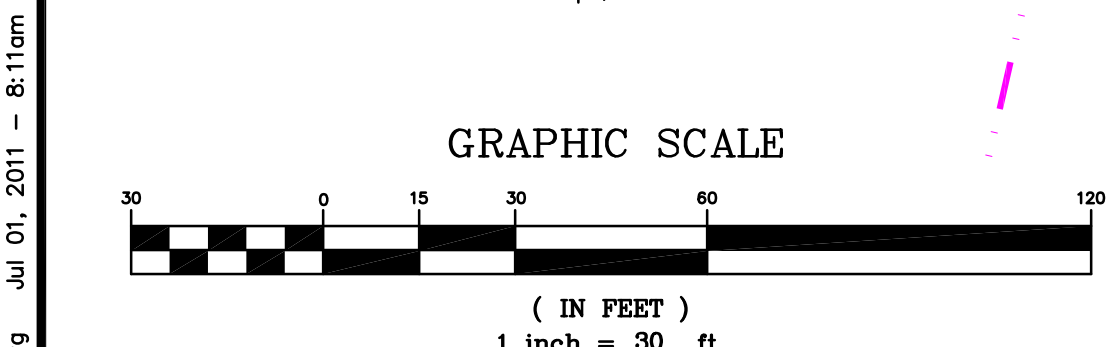
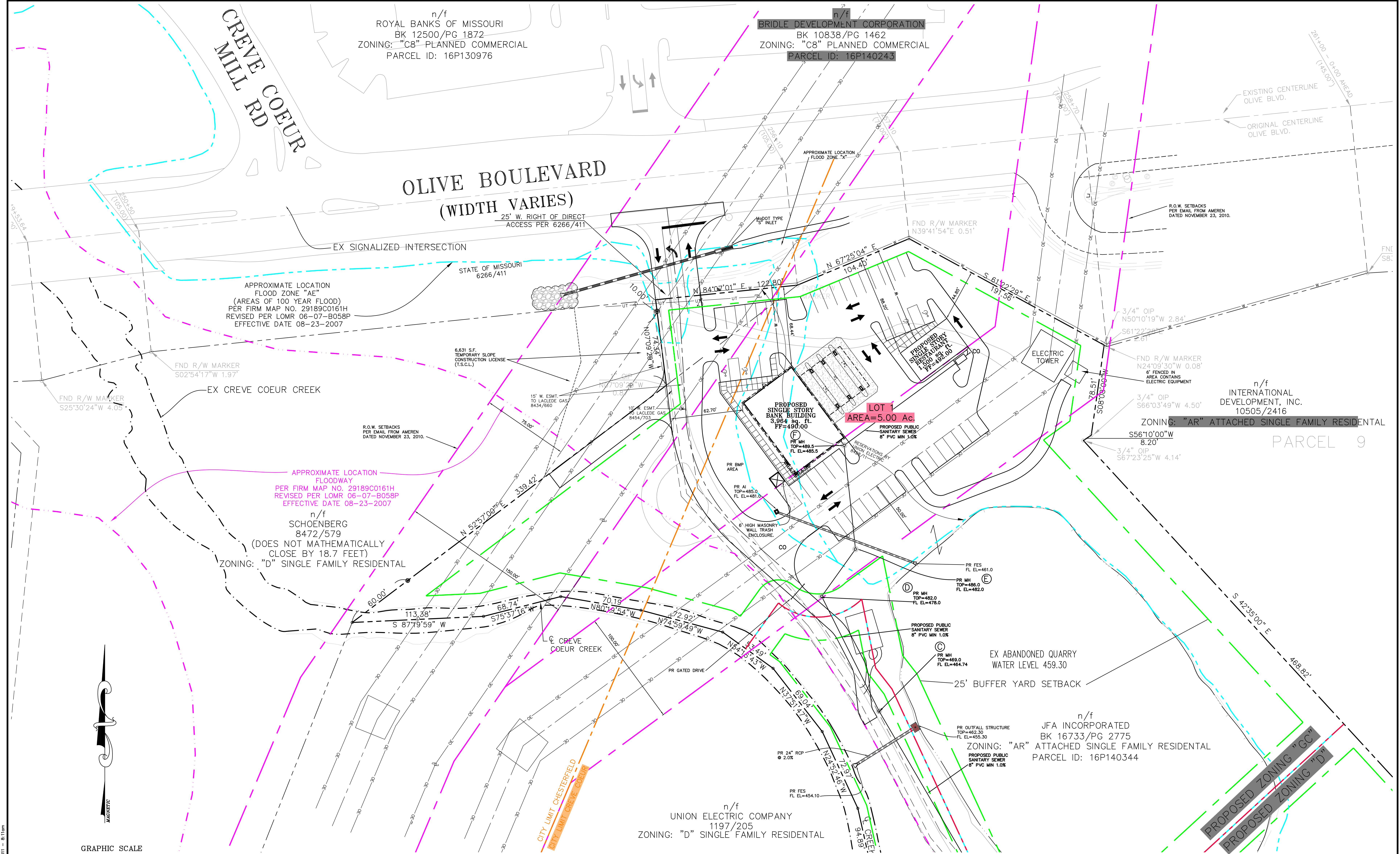
DRAWN BY: E.J.B. 5/10/11

CHECKED BY: G.M.S. 5/10/11

DATE: 5/10/11

JOB NUMBER: 210-4658

SHEET: 3 of 7



- | | | | |
|-----|------------------------|-----|-------------------------|
| --- | EXISTING PROPERTY LINE | --- | PROPOSED AUE ROW |
| --- | PROPOSED PROPERTY LINE | --- | EXISTING FLOODZONE "AE" |
| --- | PROPOSED SETBACK LINE | --- | EXISTING FLOODWAY |
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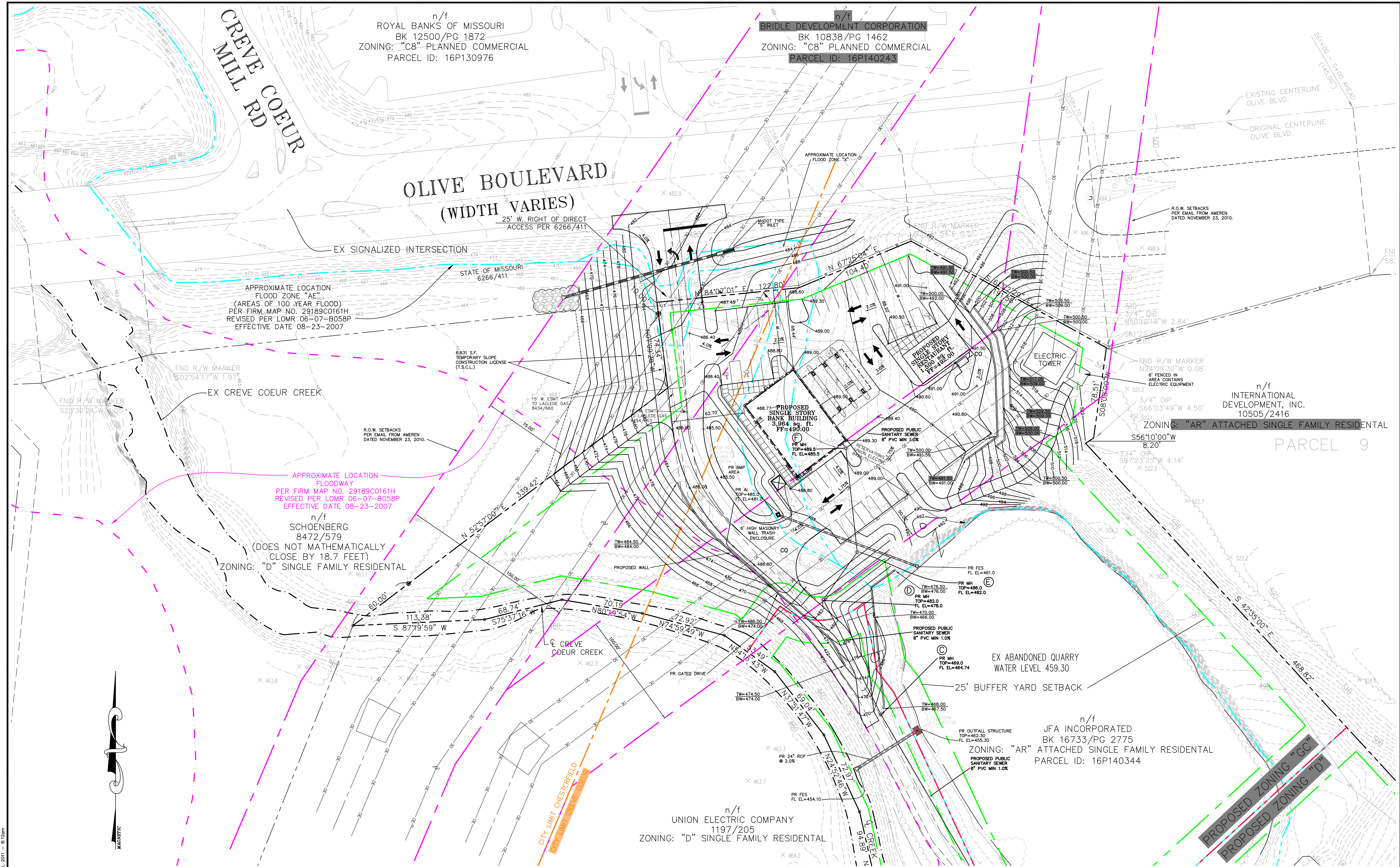
CONCEPTUAL SITE COVERAGE CALCULATIONS:
LOT 1:
MAXIMUM SITE COVERAGE FOR "GC" = 63%
PROPOSED COVERAGE = 47,787 SF OR 1.10 AC
PROPOSED COVERAGE = 22%

CONCEPTUAL FAR CALCULATIONS:
MAXIMUM FAR FOR "GC" = 0.4
PROPOSED FAR = 0.03

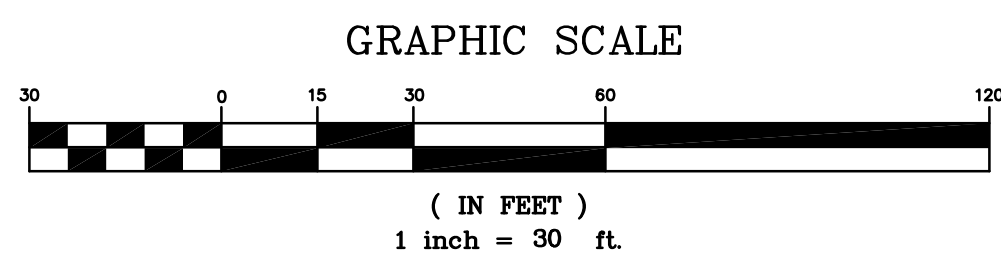
CONCEPTUAL PARKING CALCULATIONS:
BANK: 1 SPOT PER 1,000 SF = 16 SPOTS
RESTAURANT: 1 SPOT FOR EVERY 3 SEATS AT MAXIMUM
OCCUPANCY PLUS 1 SPOT FOR EVERY 250 SF = 16 SPOTS
TOTAL REQUIRED PARKING = 32 SPOTS
PARKING PROVIDED = 47 SPOTS (INCLUDING 4 HANDICAP)

6/29/11 REVISED PER CITY COMMENTS
6/09/11 REVISED PER CITY COMMENTS

M.S.D. P# P-27467-01 BASE MAP # 16-P		13150 OLIVE BOULEVARD COMMERCIAL SITE DEVELOPMENT PLAN	
		257 Chesterfield Business Parkway St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130 e-mail: general@stockassoc.com Web: www.stockassoc.com	
DRAWN BY: E.J.B.	DATE: 5/10/11	CHECKED BY: G.M.S.	DATE: 5/10/11
JOB NUMBER: 210-4658		SHEET: 4 of 7	



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---	EXISTING PROPERTY LINE	---	PROPOSED AUE ROW
---	PROPOSED PROPERTY LINE	---	EXISTING FLOODZONE "AE"
---	PROPOSED SETBACK LINE	---	EXISTING FLOODWAY
---	MUNICIPAL LINE		

6/29/11 REVISED PER CITY COMMENTS
6/09/11 REVISED PER CITY COMMENTS

M.S.D. P# P-27467-01
BASE MAP # 16-P

13150 OLIVE BOULEVARD
COMMERCIAL SITE DEVELOPMENT PLAN W/ GRADING

Stock & Associates
Consulting Engineers, Inc.

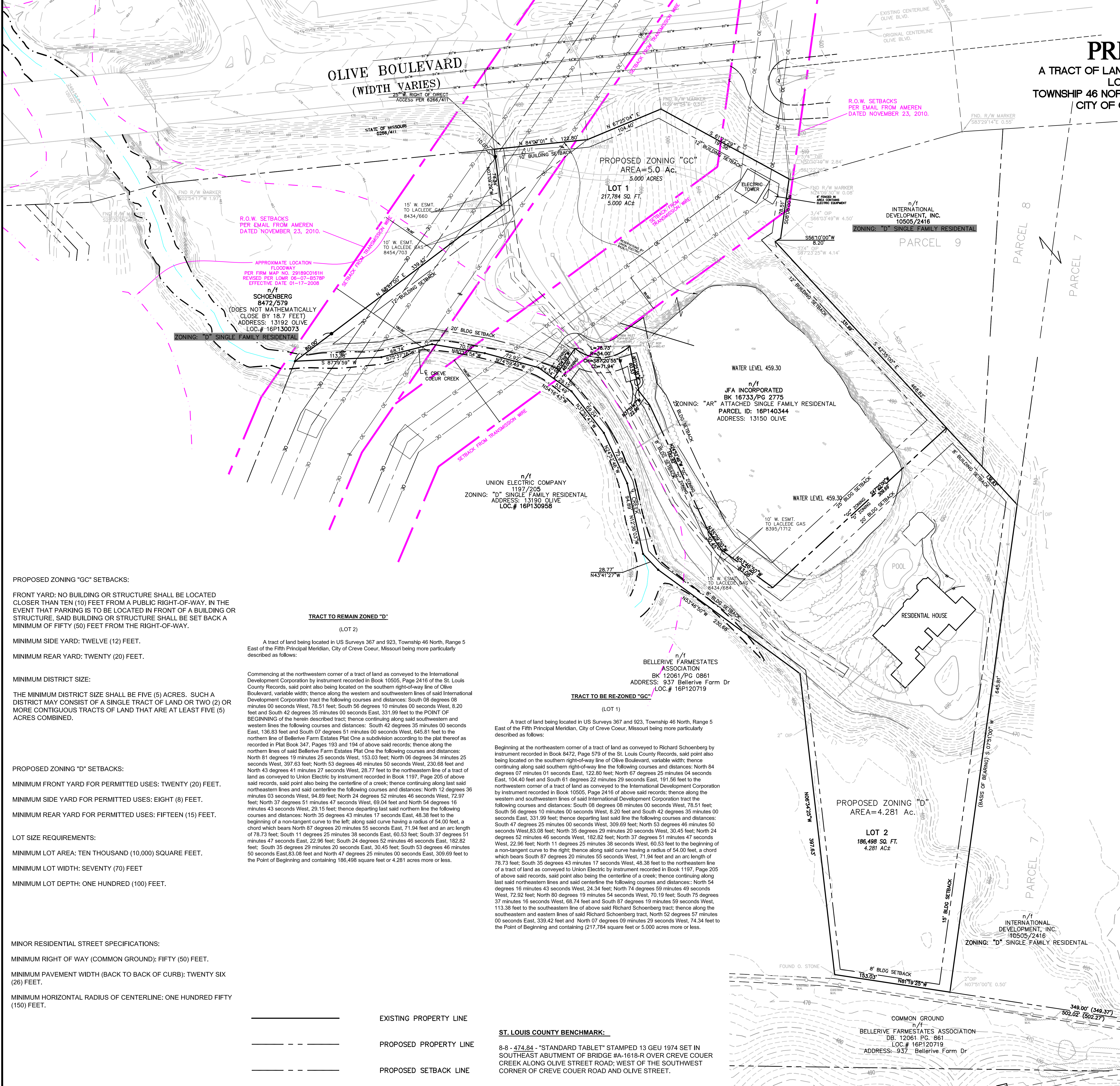
257 Chesterfield Business Parkway
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GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

DRAWN BY: E.J.B. 5/10/11
CHECKED BY: G.M.S. 5/10/11
JOB NUMBER: 210-4658
SHEET: 5 of 7

235

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PRELIMINARY PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF F.M. WRIGHT'S ESTATE
LOCATED IN U.S. SURVEYS 367 AND 923
TOWNSHIP 46 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

LOCATION MAP
(NOT TO SCALE)

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

TOTAL TRACT

A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Beginning at the northeastern corner of a tract of land as conveyed to Richard Schoenberg by instrument recorded in Book 8472, Page 579 of the St. Louis County Records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence continuing along said southern right-of-way line the following courses and distances: North 84 degrees 07 minutes 01 seconds East, 122.80 feet; North 67 degrees 25 minutes 04 seconds East, 104.40 feet and South 61 degrees 22 minutes 29 seconds East, 191.56 feet to the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of above said records; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet; South 42 degrees 35 minutes 00 seconds East, 468.82 feet, to a found 1 inch iron pipe, and South 07 degrees 51 minutes 00 seconds West, 645.81 feet to the northern line of Bellerville Farm Estates Plat One a subdivision according to the plat thereof as recorded in Plat Book 347, Pages 193 and 194 of above said records; thence along the northern lines of said Bellerville Farm Estates Plat One the following courses and distances: North 81 degrees 19 minutes 25 seconds West, 153.03 feet to a found stone; North 06 degrees 34 minutes 25 seconds West, 397.63 feet; North 53 degrees 46 minutes 50 seconds West, 230.68 feet and North 43 degrees 41 minutes 27 seconds West, 28.77 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records; said point also being the centerline of a creek; thence continuing along last said northeastern lines and said centerline the following courses and distances: North 12 degrees 36 minutes 03 seconds West, 94.89 feet; North 24 degrees 52 minutes 46 seconds West, 72.97 feet; North 37 degrees 51 minutes 47 seconds West, 69.04 feet; North 54 degrees 16 minutes 43 seconds West, 53.49 feet; North 74 degrees 59 minutes 49 seconds West, 72.92 feet; North 80 degrees 19 minutes 54 seconds West, 70.19 feet; South 75 degrees 37 minutes 16 seconds West, 68.74 feet and South 87 degrees 19 minutes 59 seconds West, 113.38 feet to the southeastern line of above said Richard Schoenberg tract; thence along the southeastern and eastern lines of said Richard Schoenberg tract North 52 degrees 57 minutes 00 seconds East, 339.42 feet and North 07 degrees 09 minutes 29 seconds West, 74.34 feet to the Point of Beginning and containing 404,283 square feet or 9.281 acres more or less.

PERTINENT DATA

SITE ACREAGE	= 9.28 Acres ± 13105 OLIVE BOULEVARD, CREVE COEUR, MO 63141
FIRE DISTRICT	= CREVE COEUR FIRE PROTECTION DISTRICT
SCHOOL DISTRICT	= LAQUE
SEWER DISTRICT	= M.S.D.
WATER SHED	= CREVE COEUR CREEK
WATER SERVICE	= MISSOURI AMERICAN WATER COMPANY
GAS SERVICE	= LACLEDE GAS COMPANY
ELECTRIC SERVICE	= AmerenUE ELECTRIC COMPANY
PHONE SERVICE	= AT&T
LOCATOR No.	= 16P140344
F.I.R.M. MAP	= 29198C0161 H, ZONE AE AND X.

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. HAVE, DURING MAY, 2011, BY ORDER AND FOR THE USE OF ORSON PROPERTIES L.L.C., PREPARED THIS PRELIMINARY PLAT FROM RECORD INFORMATION. THE EXISTING AND PROPOSED SUBDIVISION ARE SHOWN HEREON.

STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
LC NO. 222-D

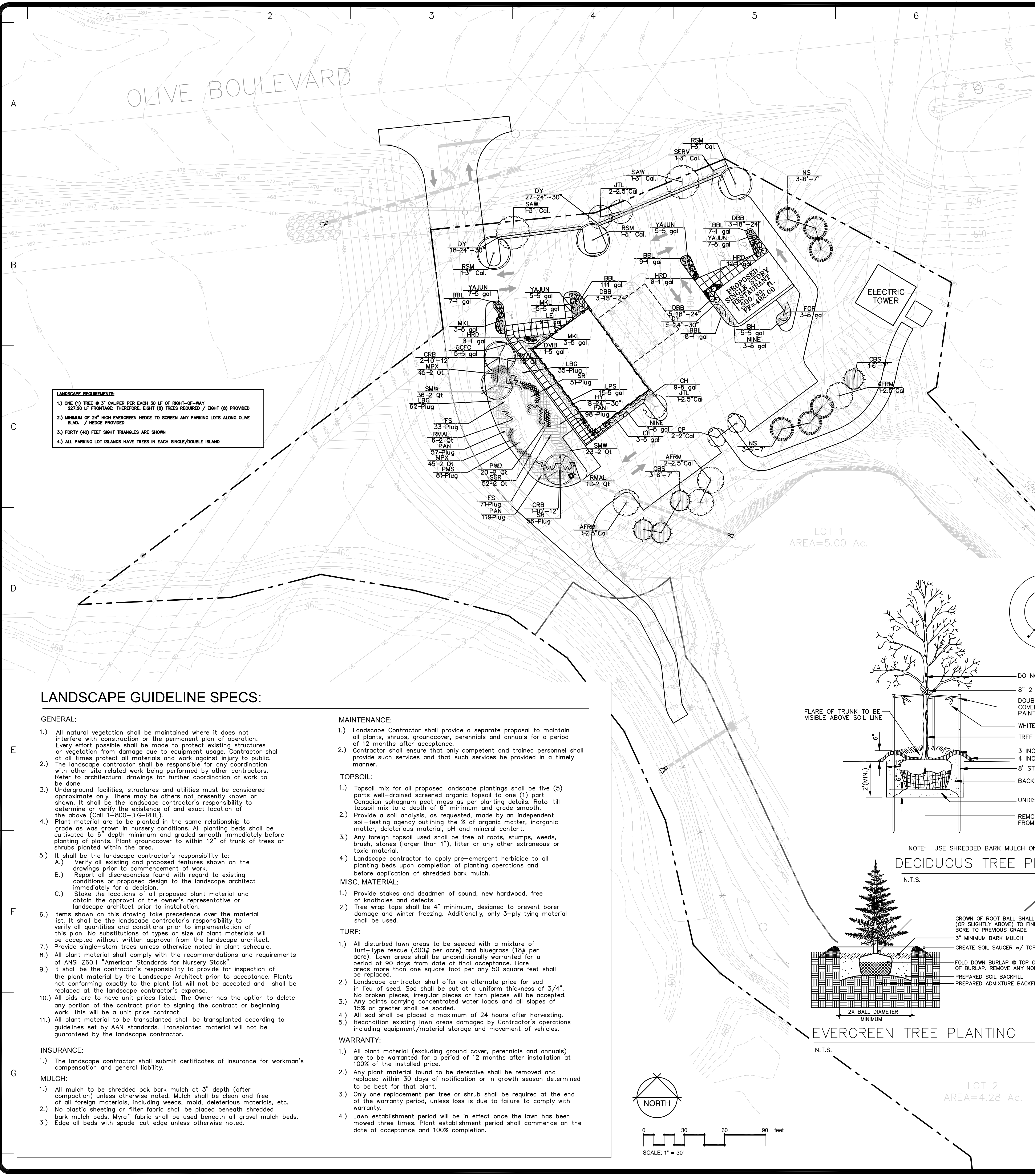
By: Daniel Ehlmann, Missouri P.L.S. No. 2215

② 6/29/11 REVISED LOTS PER SITE DEVELOPMENT PLAN
① 6/09/11 REVISED LOTS PER SITE DEVELOPMENT PLAN

13150 OLIVE BOULEVARD
PRELIMINARY PLAT—A

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

DRAWN BY:	DATE:	CHECKED BY:	DATE:	JOB NUMBER:	SHEET:
J.P.	5/10/11	D.M.E.	5/10/11	210-4658	6 of 7



LANDSCAPE REQUIREMENTS

1.) ONE (1) TREE @ 3" CALIPER PER EACH 30 LF OF RIGHT-OF-WAY
227.20 LF FRONTAGE, THEREFORE, EIGHT (8) TREES REQUIRED / EIGHT (8) PROVIDED
BLK. / WEDGE PROVIDED

2.) MINIMUM OF 24" HIGH EVERGREEN HEDGE TO SCREEN ANY PARKING LOTS ALONG OLIVE
BLK. / WEDGE PROVIDED

3.) FORTY (40) FEET BIGHT TRIANGLES ARE SHOWN

4.) ALL PARKING LOT ISLANDS HAVE TREES IN EACH SINGLE/DOUBLE ISLAND

LANDSCAPE GUIDELINE SPECS:

- GENERAL:**
- 1.) All natural vegetation shall be maintained where it does not interfere with construction or the permanent plan of operation. Every effort possible shall be made to protect existing structures or vegetation from damage due to equipment usage. Contractor shall at all times protect all materials and work against injury to public. The landscape contractor shall be responsible for any coordination with other site related work being performed by other contractors. Refer to architectural drawings for further coordination of work to be done.
 - 2.) Underground facilities, structures and utilities must be considered approximate only. There may be others not presently known or shown. It shall be the landscape contractor's responsibility to determine or verify the existence of and exact location of the above (Call 1-800-DIG-RITE).
 - 3.) Plant material are to be planted in the same relationship to grade as was grown in nursery conditions. All planting beds shall be cultivated to 6" depth minimum and graded smooth immediately before planting of plants. Plant groundcover to within 12" of trunk of trees or shrubs planted within the area.
 - 4.) It shall be the landscape contractor's responsibility to:
A.) Verify all existing and proposed features shown on the drawings prior to commencement of work.
B.) Report all discrepancies found with regard to existing conditions or proposed design to the landscape architect immediately for a decision.
C.) Stake the locations of all proposed plant material and obtain the approval of the owner's representative or landscape architect prior to installation.
 - 5.) Items shown on this drawing take precedence over the material list. It shall be the landscape contractor's responsibility to verify all quantities and conditions prior to implementation of this plan. No substitutions of types or size of plant materials will be accepted without written approval from the landscape architect.
 - 6.) Provide single-stem trees unless otherwise noted in plant schedule.
 - 7.) All plant material shall comply with the recommendations and requirements of ANSI Z60.1 "American Standards for Nursery Stock".
 - 8.) It shall be the contractor's responsibility to provide for inspection of the plant material by the Landscape Architect prior to acceptance. Plants not conforming exactly to the plant list will not be accepted and shall be replaced at the landscape contractor's expense.
 - 9.) All bids are to have unit prices listed. The Owner has the option to delete any portion of the contract prior to signing the contract or beginning work. This will be a unit price contract.
 - 10.) All plant material to be transplanted shall be transplanted according to guidelines set by AAN standards. Transplanted material will not be guaranteed by the landscape contractor.

INSURANCE:

1.) The landscape contractor shall submit certificates of insurance for workman's compensation and general liability.

- MULCH:**
- 1.) All mulch to be shredded oak bark mulch at 3" depth (after compaction) unless otherwise noted. Mulch shall be clean and free of all foreign materials, including weeds, mold, deleterious materials, etc.
 - 2.) No plastic sheeting or filter fabric shall be placed beneath shredded bark mulch beds. Myrafi fabric shall be used beneath all gravel mulch beds.
 - 3.) Edge all beds with spade-cut edge unless otherwise noted.

- MAINTENANCE:**
- 1.) Landscape Contractor shall provide a separate proposal to maintain all plants, shrubs, groundcover, perennials and annuals for a period of 12 months after acceptance.
 - 2.) Contractor shall ensure that only competent and trained personnel shall provide such services and that such services be provided in a timely manner.

- TOPSOIL:**
- 1.) Topsoil mix for all proposed landscape plantings shall be five (5) parts well-drained screened organic topsoil to one (1) part Canadian sphagnum peat moss as per planting details. Rotate-till topsoil mix to a depth of 6" minimum and grade smooth.
 - 2.) Provide a soil analysis, as requested, made by an independent soil-testing agency outlining the % of organic matter, inorganic matter, deleterious material, pH and mineral content.
 - 3.) Any foreign topsoil used shall be free of roots, stumps, weeds, brush, stones (larger than 1"), litter or any other extraneous or toxic material.
 - 4.) Landscape contractor to apply pre-emergent herbicide to all planting beds upon completion of planting operations and before application of shredded bark mulch.

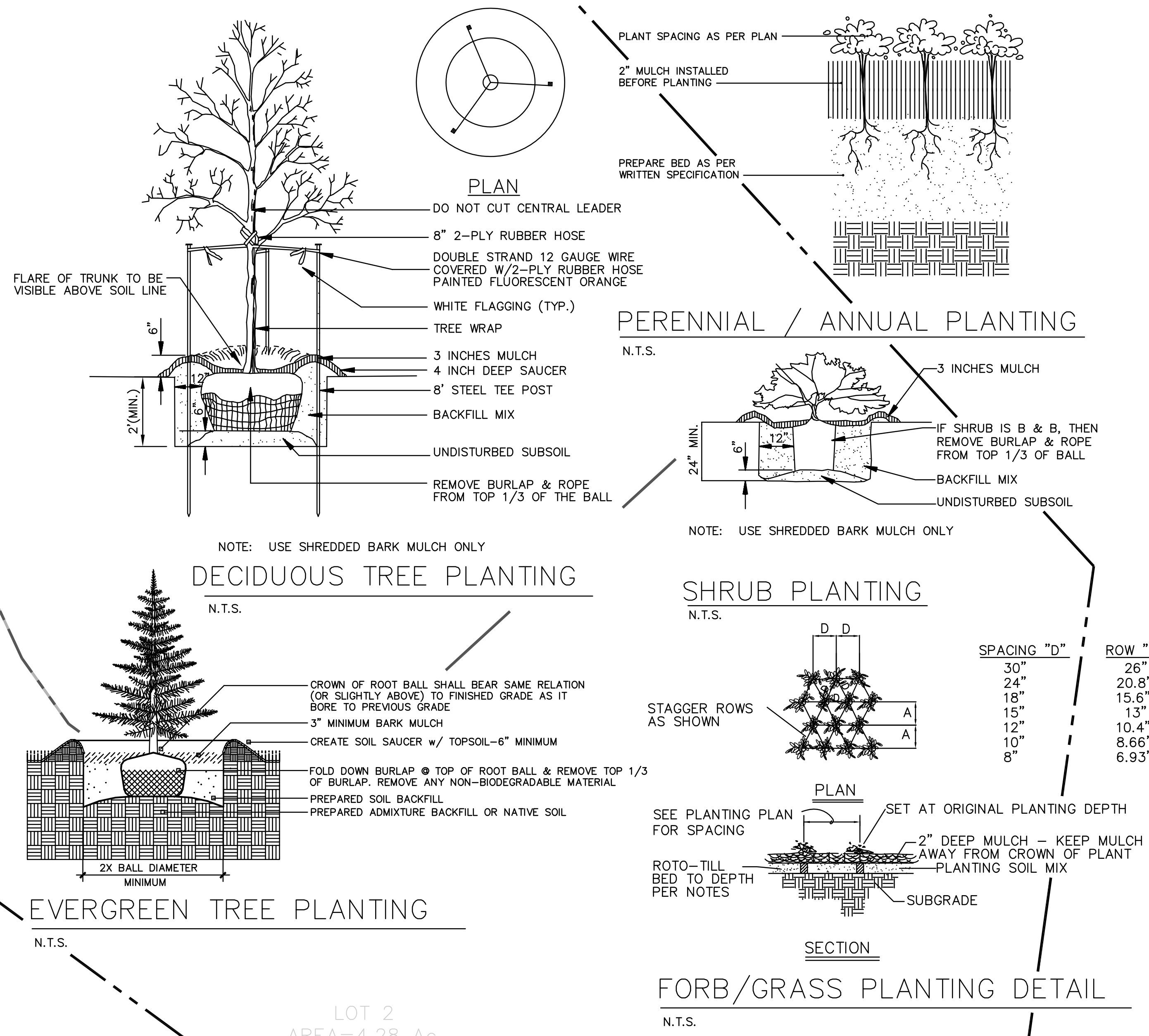
- MISC. MATERIAL:**
- 1.) Provide stakes and deadmen of sound, new hardwood, free of knots and defects.
 - 2.) Tree wrap tape shall be 4" minimum, designed to prevent borer damage and winter freezing. Additionally, only 3-ply tying material shall be used.

- TURF:**
- 1.) All disturbed lawn areas to be seeded with a mixture of Turf-Type fescue (300# per acre) and bluegrass (18# per acre). Lawn areas shall be unconditionally warranted for a period of 90 days from date of final acceptance. Bare areas more than one square foot per any 50 square feet shall be replaced.
 - 2.) Landscape contractor shall offer an alternate price for sod in lieu of seed. Sod shall be cut at a uniform thickness of 3/4". No broken pieces, irregular pieces or torn pieces will be accepted. Any points carrying concentrated water loads and all slopes of 15% or greater shall be sodded.
 - 3.) All sod shall be placed a maximum of 24 hours after harvesting.
 - 4.) Recondition existing lawn areas damaged by Contractor's operations including equipment/material storage and movement of vehicles.

- WARRANTY:**
- 1.) All plant material (excluding ground cover, perennials and annuals) are to be warranted for a period of 12 months after installation at 100% of the installed price.
 - 2.) Any plant material found to be defective shall be removed and replaced within 30 days of notification or in growth season determined to be best for that plant.
 - 3.) Only one replacement per tree or shrub shall be required at the end of the warranty period, unless loss is due to failure to comply with warranty.
 - 4.) Lawn establishment period will be in effect once the lawn has been mowed three times. Plant establishment period shall commence on the date of acceptance and 100% completion.

PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
AFRM	4	Acer rubrum 'Autumn Flame' / 'Autumn Flame' Maple	2.5" Cal
RSM	3	Acer rubrum 'Frankred' / 'Red Sunset' Maple	3" Cal.
CRB	2	Betula nigra 'Cully' / Heritage River Birch	10"-12"
SAW	3	Quercus acutissima / Sawtooth Oak	3" Cal.
EVERGREEN TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
NS	6	Picea abies / Norway Spruce	6'-7'
CBS	4	Picea pungens 'Glaucia' / Colorado Blue Spruce	6'-7'
FLOWERING TREES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
SERV	1	Amelanchier X grandiflora 'Autumn Brilliance' / 'Autumn Brilliance' Serviceberry	3" Cal.
CP	2	Pyrus calleryana 'Chanticleer' / Chanticleer Pear	2" Cal
JTL	3	Syringa reticulata 'Ivory Silk' / Ivory Silk Japanese Tree Lilac	2.5" Cal
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
GCFC	5	Chamaecyparis pisifera filifera 'Golden Charm' / Golden Charm False Cypress	5 gal
DBB	11	Euonymus alatus 'Compactus' / Compact Burning Bush	18"-24"
FOR	3	Forsythia intermedia 'Lynwood Gold' / Lynwood Gold Forsythia	5 gal
BH	5	Ilex meserveae 'Blue Princess/Prince' TM / Blue Holly	5 gal
CH	12	Ilex meserveae 'China Boy/Girl' TM / China Boy/Girl Holly	5 gal
YAJUN	24	Juniperus horizontalis 'Youngstown' / Compact Youngstown Andorra Juniper	5 gal
NINE	6	Physocarpus opulifolius 'Diabolo' TM / Diabolo Purple Ninebark	5 gal
LPS	15	Spiraea japonica 'Little Princess' / Little Princess Spiraea	5 gal
MKL	11	Syringa patula 'Miss Kim' / Miss Kim Lilac	5 gal
DY	50	Taxus media 'densiformis' / Dense Yew	24"-30"
HY	8	Taxus media 'Hicksii' / Hicks Yew	24"-30"
DVIB	1	Viburnum plicatum tomentosum 'Mariesii' / Mariesii Double File Viburnum	5 gal
ANNUALS/PERENNIALS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
HRD	25	Hemerocallis hybrid 'Happy Returns' / Happy Returns Daylily	1 gal
BBL	42	Liriope muscari 'Big Blue' / Big Blue Liriope	1 gal
LE	9	Stachys byzantina 'Silver Carpet' / Lamb's Ears	1 gal
FORBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE
SMW	59	Asclepias incarnata / Swamp Milkweed	2 Qt
RMAL	35	Hibiscus lasiocarpus / Rose Mallow	2 Qt
MPX	90	Phlox paniculata / Meadow Phlox	2 Qt
PWD	20	Pontederia cordata / Pickerel Weed	2 Qt
SGR	52	Solidago rigida / Stiff Goldenrod	2 Qt
NATIVE GRASSES	QTY	BOTANICAL NAME / COMMON NAME	SIZE
	104	Carex crinita / Fringed Sedge	Plug @ 18" oc
	81	Carex muskingumensis / Palm Sedge	Plug @ 18" oc
	107	Juncus effusus / Soft Rush	Plug @ 18" oc
	274	Panicum virgatum / Switch Grass	Plug @ 18" oc
	97	Schizachyrium scoparium / Little Bluestem Grass	Plug @ 18" oc



REVISIONS

BY

landscape

TECHNOLOGIES

67 Jacobs Creek Drive
St. Charles, Missouri 63304
MO Landscape Architectural Corporation #200800782

(636) 928-1250
Fax: (636) 928-4563

MISSOURI LANDSCAPE ARCHITECT #000019

RANDALL W. MARDIS

REGISTERED

DATE: JUNE 19, 2011

PLANTING PLAN FOR THE PROPOSED
13150 Olive Boulevard
CREVE COEUR, MISSOURI

DRAWN

R. MARDIS

CHECKED

RWM

DATE

6/9/11

SCALE

1"=30'-0"

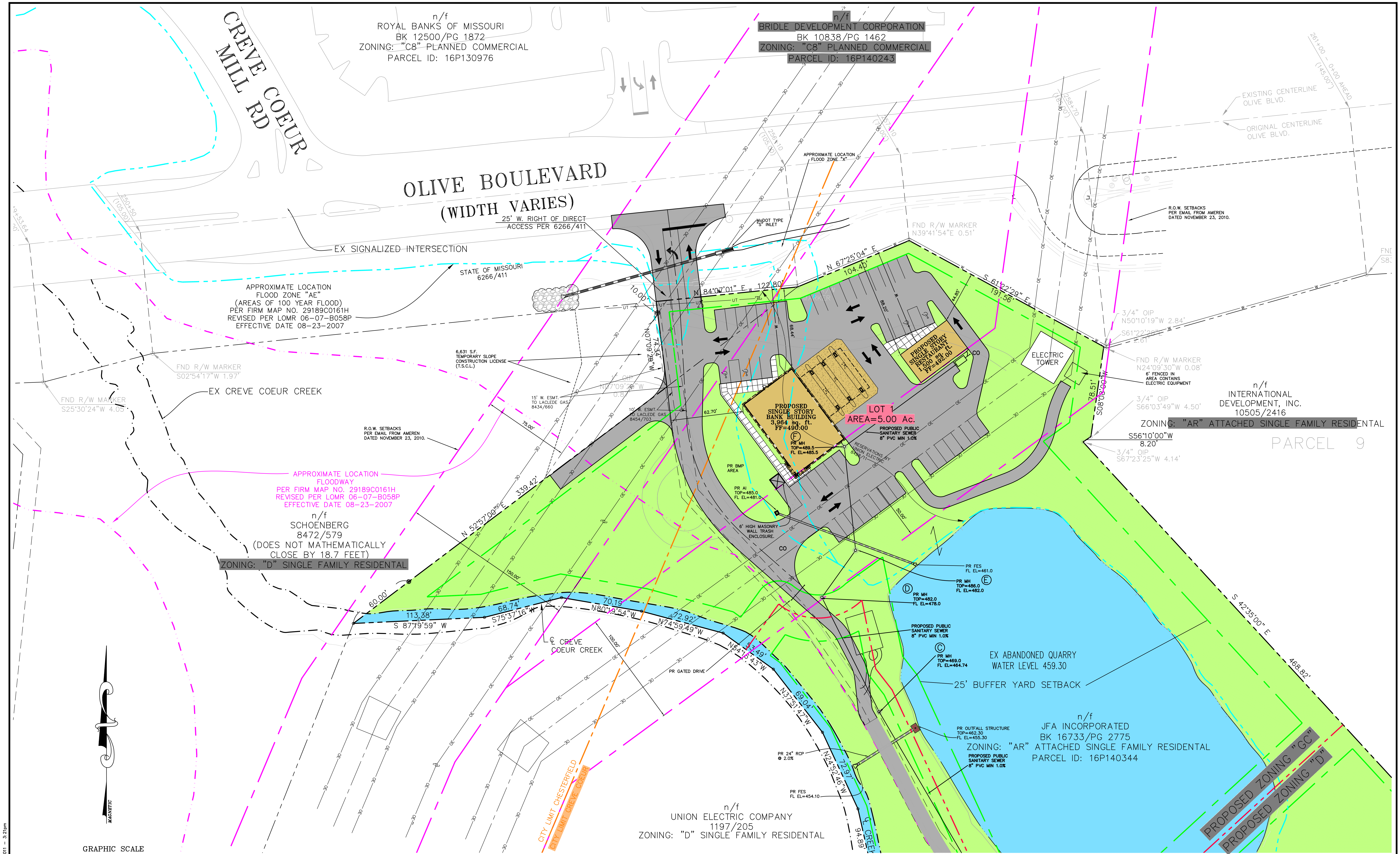
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2011-125

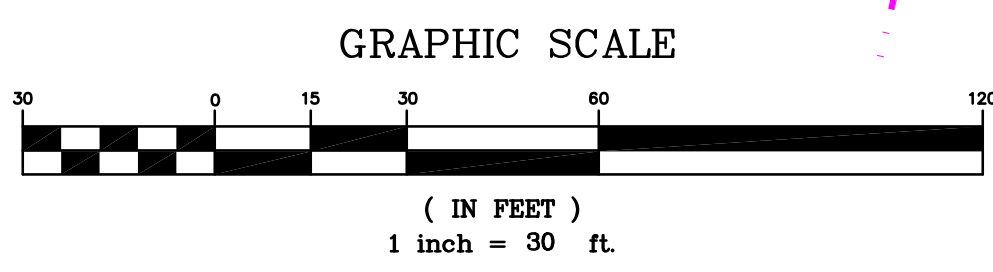
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|-----|------------------------|-----|-------------------------|
| --- | EXISTING PROPERTY LINE | --- | PROPOSED AUE ROW |
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6/29/11 REVISED PER CITY COMMENTS
6/09/11 REVISED PER CITY COMMENTS

M.S.D. P# P-27467-01
BASE MAP # 16-P

13150 OLIVE BOULEVARD	
COMMERCIAL SITE DEVELOPMENT PLAN	
Stock & Associates Consulting Engineers, Inc.	
257 Chesterfield Business Parkway St. Louis, MO 63005 PH. (636) 530-9100 FAX (636) 530-9130 e-mail: general@stockassoc.com Web: www.stockassoc.com	
GEORGE M. STOCK CIVIL ENGINEER NUMBER: 000996	E-25116 DATE: 5/10/11 CHECKED BY: G.M.S. DATE: 5/10/11 JOB NUMBER: 210-4658 SHEET: 4 of 7



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
TUESDAY, JULY 5, 2011
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Tuesday, July 5, 2011, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Timothy Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 Mr. Barry Glantz
 Ms. Cynthia Kramer - Absent
 Mr. Jim Schnarr
 One vacancy

OTHERS PRESENT: *Mr. Carl Lumley, City Attorney*
 Mr. Paul Langdon, Director of Community Development
 Ms. Whitney Kelly, City Planner
 Ms. Julie Lowery, Recording Secretary

2. NEW BUSINESS

- B. Application #11-014: A request to rezone 5 acres from “AR” Attached Single-Family Residential to “GC” General Commercial and 4.28 acres from “AR” Attached Single-Family Residential to “D” Single-Family Residential on the property located at 13150 Olive Boulevard.**

Applicant/Agent: George M. Stock, P.E.
 Stock and Associates Consulting Engineers, Inc.
 257 Chesterfield Business Parkway
 Chesterfield, MO 63117

Mr. Stock, on behalf of Orson Properties LLC, submitted an application for subdivision and rezoning of 5 acres of the property at 13150 Olive Boulevard from “AR Attached Single-Family Residential to “GC” General Commercial and rezoning the remaining 4.28 acres from “AR” Attached Single-Family Residential to “D” Single Family Residential. The existing three lots will be re-subdivided to form two lots along the district lines. The conceptual site plans for the commercial development includes two buildings: a proposed bank and a restaurant, both with drive-through facilities. No tenants have been identified, so the drive-through facilities cannot be approved at this stage. In the meantime, the rezoning of the property would allow for any use permitted within the “GC” General Commercial District zoning regulations.

Mr. Stock gave a detailed presentation on the land and the layout and the property and correlation to major roadways and driveways.

The green space to the southwest, within the “GC” General Commercial District, is currently the leaf transfer lot used by the City’s Public Works Department. This area is within the floodway and is not otherwise developable. Therefore, the applicant is proposing to continue to allow the City to utilize the area and otherwise leave it as open green space. The “GC” General Commercial District will also include approximately half of the pond in order to meet with the five acre minimum requirement. Finally, a portion of the proposed “GC” General Commercial District falls within the City of Chesterfield, and a municipal boundary adjustment will be necessary.

The residential rezoning from “AR” Attached Single Family Residential to “D” Single Family Residential will allow for the renovation of the existing house as a single family residence. No other housing units are being proposed with this project. Access from Olive Boulevard will be granted via an access easement over the private road to be constructed.

Comments and questions from the audience. Mr. Robert Kent, 13084 Ferntrails Lane, expressed concern about what developments would go into the commercial zoning. Mr. James Honeywell, 1163 Mill Crossing Unit 101, asked to see the property line on the lake, Mr. Stock showed the map of the property and pointed the property line out.

Comments and questions from Commission members. Mr. Eberhardt wanted to know if the site was visible from Olive Street Road and Mr. Stock replied yes. Dr. Barton wanted to know why so much of the property goes from “AR” to “GC,” and Mr. Stock replied that for General Commercial the minimum property acreage has to be five acres. Mr. Schnarr was confused with the staff’s concern of making the area “GC” General Commercial and mentioned several commercial businesses that exist along that stretch of Olive and that the area was a good candidate for commercial business because of the failed ventures prior to this proposal. Mr. Langdon replied that the only concern was that the Commission members were not addressing that point. Mr. Langdon stated he would like to hear back from the other Commission members on whether or not they agree with Mr. Schnarr that this proposal for commercial use is a good use of the area. Mr. Eberhardt agreed with Mr. Schnarr, as did Mr. Madden and Mr. Glantz.

There being no further comments, the City Attorney, Mr. Lumley, presented the exhibits for the record.

The motion was made by Mr. Eberhardt to continue application #11-014 until the time the applicant can make the necessary changes to address the concerns expressed by members of the Planning and Zoning Commission and staff and determine that enough information has been provided to move forward at the next meeting, July 18, 2011. Mr. Glantz seconded the motion with the resultant vote as follows:

Mr. Glantz – aye
Mr. Schnarr – aye

Dr. Barton – aye
Chair – aye

Mr. Eberhardt – aye

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 9:24 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, JULY 5, 2011

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Dr. Michael Barton

Mr. Gary Eberhardt, Vice Chair

Mr. Barry Glantz

Mr. Jim Schnarr

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, AICP, Director of Community Development

Ms. Whitney Kelly, AICP, City Planner

Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

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4772 Gatesbury Drive
St. Louis, MO 63128
(314)487-2259

CHAIRMAN MADDEN: I'd like to call to order the
Planning Zoning Commission Meeting for the City of Creve
Coeur, Missouri for Tuesday July 5th, 2011.

We'll start with roll call.

Dr. Barton?

MR. BARTON: Present.
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7 CHAIRMAN MADDEN: Mr. Gary Eberhardt?
8 MR. EBERHARDT: Present.
9 CHAIRMAN MADDEN: Mr. Barry Glantz?
10 MR. GLANTZ: Present.
11 CHAIRMAN MADDEN: I assume Cynthia Kramer's not
12 coming.
13 Mr. Jim Schnarr?
14 MR. SCHNARR: Present.
15 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
16 Attorney?
17 MR. LUMLEY: Present.
18 CHAIRMAN MADDEN: Paul Langdon, our Director of
19 Community Development?
20 MR. LANGDON: Present.
21 CHAIRMAN MADDEN: Whitney Kelly, our City
22 Planner?
23 MS. KELLY: Present.
24 CHAIRMAN MADDEN: And Julie Lowery, our
25 Recording Secretary?

2

1 MS. LOWERY: Present.
2 CHAIRMAN MADDEN: Okay.
3 Bring us to a public hearing for Application
4 Number 11-014: A request to rezone 5 acres from "AR"
5 Attached Single-Family Residential to "GC" General
6 Commercial, and 4.28 acres from "AR" Attached
7 Single-Family Residential to "D" Single-Family Residential
8 on the property located at 13150 Olive Boulevard.
9 Mr. Stock.
10 MR. STOCK: Yes, good evening, Mr. Chairman,
11 Members of the Commission, Mr. Lumley.

12 For the record, my name's George Stock, and I'm
13 from Stock and Associates Consulting Engineers, and I'm
14 here tonight on behalf of Orsen Properties requesting
15 Commission's consideration for rezoning of the property at
16 13150 Olive Boulevard.

17 Please bear with us for a few moments. We have
18 a Power Point.

19 CHAIRMAN MADDEN: Mr. Stock, you need to be
20 sworn in.

21 (Ms. Whitney Kelly & Mr. George Stock were sworn
22 by the court reporter.)

23 MR. STOCK: And for the record, my address is
24 257 Chesterfield Business Parkway, 63117.

25 As I just mentioned, here tonight on behalf of

1 Orsen Properties, the owner under contract of 13150 Olive³
2 Boulevard.

3 The development will be called Cava di Roccia
4 Development, the Rock Quarry. It's located at 13150 Olive
5 Boulevard. The site is located here in pink. Olive
6 Boulevard to the north; it's generally the western limits
7 of the City of Creve Coeur; the new Highway 141
8 interchange to the west, existing 141 with Olive Boulevard
9 to the west, and then Creve Coeur Mill Road to the north.
10 And then you have the existing Royal Bank, existing Taco
11 Bell, Crossing Condominium and other distinctive feature
12 is the Creve Coeur Creek.

13 This is the existing conditions of the plan,
14 again, Olive Boulevard to the north. There's a large
15 quarry -- formerly quarry, which is now a lake. Been here
16 a number of years, which rises central component of this
17 9.2 acres. The property line is rather irregular. This

18 is along Olive. Departs from Olive and runs and shares a
19 common line with the Mill Crossing Condominiums. Comes
20 down in a southerly direction, then it abuts Bellerive
21 Farm Estates, then it abuts a large portion of property
22 owned by Union Electric, now known as Ameren. Then comes
23 along and follows Creve Coeur Creek, which Creve Coeur
24 Creek goes underneath Olive Boulevard here, the property
25 known as Schoenberg (phonetic) property and then back to

1 Olive.

4

2 This piece of property is unique, not only in
3 its shape, but also the fact there's a larger former
4 residential home on the property that's been basically
5 abandoned for a number of years. You have the large
6 quarry. You have a lot of topographical relief in the
7 Bel-Ridge Condominiums, down the creek approximately
8 60 feet, and then you have some major transmission lines
9 that run through the property, these being the eastern
10 most and being the western most.

11 There's also a large portion of this property
12 down in the corner, which is located within the
13 floodplain, floodway of Creve Coeur Creek, not to mention
14 that this is the municipal boundary between the City of
15 Creve Coeur and Chesterfield, so there's a segment of this
16 property that's in the City of Chesterfield.

17 So when I say it's at the far west extremity of
18 Creve Coeur, it is Creve Coeur and a portion of the City
19 of Chesterfield.

20 So what we are requesting is a change from the
21 current zoning, which is "AR", Attached Residential, which
22 is approved under Ordinance 3072, which was a number of

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23 villas that were proposed around the quarry.

24 We are requesting that the property be rezoned
25 to "D" Single-Family and "GC" General Commercial.

1 Under the General Commercial you require 5
2 5 acres, so of the 9.2 acres, we would be requesting that
3 to be General Commercial, 5 acres, and then remaining
4 would be the B residential.

5 As I mentioned a moment ago, the conditions are
6 unique because the topography of the Ameren transmission,
7 floodplain, floodway and the fact that there is a quarry
8 or lake on the property.

9 There's also the Highway 141 extension, which is
10 coming, it's imminent, will be complete in 2013, which
11 changes the character of Olive Street Road. Makes it a
12 thoroughfare interconnecting Highway 64. The residual
13 include the residential house would remain single-family.

14 The intent is to rehabilitate that house and
15 occupy as a single-residential buffered by the quarry
16 general 5 acres.

17 The commercial development -- apologize for
18 pausing because it looked like the exact same slide. I
19 didn't know he had changed it -- so it's 250 feet from the
20 Mill Crossing Condominium to the east, and I think what's
21 important there is there is some residential property that
22 abuts us on the east, and those -- the condominiums, so
23 what we're saying is any horizontal would be 200 feet. We
24 would utilize the existing vegetation and the transmission
25 lines and the topography to create the buffer.

1 There is no specific tenant at this time. Orson 6
2 Property is under contract to purchase this property and
Page 5

3 intend to close on this property within two weeks.

4 We have been working on this for some time
5 relative to entitlement with Ameren and the transmission
6 lines and the MSD relative to the floodplain to know that
7 it is feasible to be able to develop it, assuming this
8 Commission sees that this rezoning is appropriate.

9 At some time in the future we would then begin
10 to develop specific plans. I do have a conceptual plan
11 here later, but I wanted you to be aware that we do not
12 have a specific user for this property at this time.

13 The quarry, as it exists today, would be
14 utilized for our storm-water management quality, and it
15 would create the buffer from the new residential occupied
16 home and residential properties to the east.

17 Again, the Ameren transmission is really not
18 compatible with residential properties and really, in
19 today's world, we stay away from the transmission as much
20 as possible, residential properties.

21 I do recognize that there are properties in
22 close proximity, but what's unique about this property,
23 unlike others, others may have a single transmission
24 running through them, where we have two running through
25 the property.

1 So this is our rezoning exhibit, and I
2 previously went through the outer perimeter of the
3 property.

4 What we would be proposing to be rezoned is
5 5 acres is this boundary that comes back most part
6 encompasses the quarry and runs along the eastern line,
7 and then this portion would be that portion that remains

7

9 The reason it has the flag here is the access
10 will come in from Olive and be a shared driveway, and we
11 would gate at this location, and that would be the private
12 drive to the residence.

13 Next slide. Let's skip and come back to this.

14 Let's continue forward. So some of the things
15 that we did in the due diligence, because some of you may
16 see that there's some material being moved on to the site.
17 It's part of the Highway 141 project that was access
18 material, and the contractor came to us and was looking
19 for a place to put 18,000 yards of material. So what we
20 did is we put together a floodplain study of the Creve
21 Coeur Creek indicating that there would be no adverse
22 impact by placing this on the property. That was
23 submitted, reviewed and approved by both City of Creve
24 Coeur, MSD and Missouri Department Of Natural Resources.
25 Those permits were issued, and that allowed the material

8
1 to be brought on the site.

2 So that is a little historical data for the last
3 six months. So this is a conceptual site plan, and when
4 we look at the piece of property, and, again, we're zoning
5 5 acres, which include the pond, you can see the main
6 access drive, which is located here, currently this is a
7 driveway that's approximately 20 feet wide. We've
8 approached MoDOT, and MoDOT is receptive to widen and
9 accommodate to be a three-lane commercial driveway, which
10 would be aligned with the three-lane commercial driveway,
11 which services the Taco Bell and the Royal Bank.

12 If we come into development, we would put a road
13 that would come down onto this triangular piece of

14 property. This property's currently utilized by the City
15 of Creve Coeur as part of a transfer for leaf compost, and
16 so we see that continuing in the lower area would be in
17 the area where we would not disturb the property down in
18 the floodplain and underneath the transmission.

19 The drive would extend forward and at this point
20 it would be gated. Plan would be the access drive that
21 goes back to the residential house.

22 Currently Ameren encumbers this property. They
23 have an encumbrance. I'll call it a blanket easement.
24 They have agreed to vacate that and create a right-of-way,
25 which is more standard for their transmission.

1 This is a transmission tower that's located 9
2 here. So this would be 150 foot wide transmission and
3 that would be 125 foot wide transmission that we would
4 dedicate.

5 That leaves a developable area of something much
6 less than 5 acres, and that's part of the staff report
7 that describes the 5 acres.

8 This area, which is in green, which is the
9 transmissions tower, this area to the building from the
10 condominium is at 250 foot separation. And you'll see a
11 section that we cut through here, so you can see what ends
12 up happening is this is 60 feet higher than elevation down
13 here on the road, but what we've laid in here is two
14 buildings. And when we asked for the General Commercial,
15 we think that there's a number of uses that this would be
16 compatible with because of the change of 141 and Olive
17 Street Road, the commercial that's located to the north,
18 and so we laid out a bank drive-through, also laid out a

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19 restaurant drive-through. Drive-throughs for these type
20 of uses require conditional use permit.

21 If we're successful in getting the General
22 Commercial zoning, and one of those types of occupants or
23 developers would come along and come back from the
24 Planning Commission and specific site plan, specific
25 architectural elevations and landscaping.

1 But this is what we see can fit within this ¹⁰
2 property. The slide that was two before this is really
3 statistical data, which shows some of the performance
4 criteria within the General Commercial. Maximum site
5 coverage is 63 percent.

6 Our conceptual is 1.1 acres, which is 22 percent
7 of site, and I really don't see us going beyond that
8 because we have that window along Olive between the
9 transmissions, and then we also have the storm-water
10 retention to the back.

11 The FAR in the General Commercial, that .4, we
12 would be at 2003, and that's based on bank and restaurant
13 and meeting the parking requirements, retaining that area
14 for the City of Creve Coeur compost and not infringing
15 upon the quarry.

16 As I mentioned, MoDOT has reviewed it and we
17 have their concurrence to shift and widening access to the
18 driveway. It's in Jeff City and that's in process.

19 The Ameren UE, we were in discussion -- not
20 discussion, we're actually going back and forth relative
21 to the easement documents and the vacations in order to
22 create all the right of ways.

23 And, again, this change in the zoning
24 classification from the AR that was designated in the past

25 by ordinance, again, we think that commercial development

1 is probably more suitable for the location that we're ¹¹
2 showing on the site, and residential removed and buffered
3 from the transmission by the quarry is appropriate.

4 So this is the site section that I was showing a
5 moment ago. There's one of the transmissions that are in
6 the site, spill bridge, Mill Crossing Condominium. And as
7 you see, this is the existing topography, and we would be
8 terracing the property down, retaining walls to create
9 level plateau and establish our buildings.

10 This vegetation is there today. If you go out
11 there it's very heavily vegetated along that property line
12 and that would be left in place provided some buffer. The
13 entrance would be 39 feet of pavement. That's what MoDOT
14 has concurred with.

15 The perimeter buffering would be the
16 landscaping, physical buffering. I wouldn't call it
17 architectural buffering, being the transmission lines,
18 but, again, that 150 foot is separation quarry lake and
19 Creve Coeur Creek.

20 Part of the project would be implementing MSD
21 standard run-off to the parking lots before it goes into
22 the quarry, and then the quarry overflow structure, Creve
23 Coeur Creek, would be modified to provide for the storms.

24 This is the conceptual landscape plan. Gives
25 you an overall, again, this landscape plan is no more than

1 identifying the perimeter of buffers, street trees and ¹²
2 gives you good representation of the green areas that
3 would remain post-development.

4 And, again, specific landscape plan would come
5 before the Commission under the site plan development
6 review.

7 Let's go back one slide. There you go. That --
8 what you're going to see next, this area, this smaller
9 green area is what we're looking bio-retention, so all our
10 site water would come off here, go to the rain garden and
11 then be directed to the quarry, and then in this location
12 there's a pipe from the quarry that connects into Creve
13 Coeur Creek, but what this is representative as one of the
14 amenities. This is bio-retention. This is the Nobis
15 (phonetic) campus out in St. Charles, but shows how we
16 take the run-off from parking lots and through a series of
17 swells, and we treat the water infiltrated and through the
18 plants and then ultimately tie it into the system.

19 So I think with that said, I'm happy to answer
20 any questions.

21 Again, we think we have a unique piece of
22 property. We have developer that's very interested in
23 investing in this property, investing in the home, living
24 in the home, and developing a high quality, and I will
25 call it somewhat more intense commercial development being

1 at Olive and 141 with the drive-through, and there's no¹³
2 certainty that the drive-through will come with this
3 project, but certainly want Commission to be aware of the
4 interest that we're getting from those type of users; the
5 banks, the restaurants, and there's even, you know,
6 interest from a gas station C Store for this location
7 also.

8 That's it.

9 CHAIRMAN MADDEN: Any questions?

10 Mr. Eberhardt.

11 MR. EBERHARDT: Are these sites visible from
12 Olive Street Road?

13 MR. STOCK: Yes. Yeah, the finished floor of
14 those buildings would be 2 feet above Olive Street Road,
15 so the fill -- part of the fill, and we've looked at them,
16 we've engineered them to need about 25,000 yards of which
17 18,000 may be on the site right now. I just -- over the
18 last few weeks, I mean when MoDOT moves, they move that
19 dirt quick and it's there. And it's really, it's been
20 more or less stockpiled and revegetated, and then at such
21 time as we go to the next step, we're beyond the zoning.
22 Would come in between grading plans and level that
23 material out and rebuild the entrance at Olive Street
24 Road.

25 MR. LANGDON: Mr. Stock, if I could help answer

1 that question.

14

2 Commission refers to your staff report, the
3 first site photograph is looking directly at area where
4 those buildings would go.

5 You can see the platform of dirt that's being
6 formed there by the landfill or the earth-filler.

7 MR. STOCK: Yeah, you don't see it today. Prior
8 to the dirt, just followed the natural topography, so for
9 that 300 feet from Olive that would be level and the slope
10 of the driveway would be at back the 300 feet, and then
11 drop down and run along the top of quarry back to the
12 house.

13 CHAIRMAN MADDEN: Mr. Stock, did you say the
14 developer is going to live in the house then?

15 MR. STOCK: Yes, that is his plan.
16 CHAIRMAN MADDEN: Mr. Barton.
17 MR. BARTON: What was the thought process in
18 having the area east of the lake zoned GC? Why isn't that
19 just left as residential?
20 MR. STOCK: I think this being the lake where
21 this line went back to the --
22 MR. BARTON: Yeah. Why do you have that lake
23 coming down on the east side?
24 MR. STOCK: This line? Well, this is the
25 5 acres -- well, first of all, for General Commercial,

15

1 it's a minimum of 5 acres.
2 MR. BARTON: Oh, okay.
3 MR. STOCK: So the configuration really has to
4 be 5 acres. We had to get -- the owner, the last thing we
5 want is commercial zoning right there. He would love to
6 have the commercial zone be at the north end of quarry,
7 but since he will -- he's not going to sell 5 acres, the
8 5 acres would be zoned and then it would be re-subdivided,
9 some configuration as to whatever those properties are.
10 He may be the owner of the 4.28, and the owner
11 of another general commercial. He's going to maintain
12 that buffer for his own reasons. He doesn't mind driving
13 by them, but if you're ever back there pretty pristine,
14 overgrown right now. This was a beautiful home. It's
15 just -- it's gone to -- doesn't look so good today.
16 MR. BARTON: I presume possibility of
17 subdividing the land to the south, if he chose to?
18 MR. STOCK: He has other -- I don't know -- if
19 we were to extend road access back here, I guess you could
20 subdivide that piece off. That's not anything that we're

21 looking at doing.

22 MR. SCHNARR: I guess that's the one question in
23 my mind. If you're going to keep 4.28 acres for the
24 house, why are you going for D single-family, which is
25 12,000 square feet? Is there a different classification?

16
1 MR. STOCK: I look over to my planners because
2 there's no hidden agenda here. We just want one house on
3 the 4.28 acres, so I don't know why we picked the --

4 MR. LANGDON: The basis was to take it to the
5 zoning that was there before the project. Never happened.
6 That took it to "AR", so it -- it's essentially to make it
7 analogous with the zoning that's around it, so we didn't
8 have a little island of something else, A, B or C in the
9 midst of D.

10 MR. STOCK: I don't know, I mean, obviously,
11 this is zoned -- I can't -- that is B right there. D
12 single-family to the west, and then to the east is the AR
13 multi-family, and I think we're open, again, we just want
14 the zoning -- residential zoning classification for the
15 house.

16 CHAIRMAN MADDEN: Mr. Eberhardt -- Mr. Glantz.

17 MR. GLANTZ: Well, I have two questions, but
18 that brings up another one.

19 Is the road back to the residential, is that a
20 road or is that a driveway?

21 MR. STOCK: It's brick pavers. It's a driveway.

22 MR. GLANTZ: Okay. So to subdivide that, would
23 it require street frontage, which they wouldn't have
24 anyhow, so really it's sort of a moot point. It's not a
25 street, then you can't subdivide that, is that a correct

17

1 assumption?

2 MR. STOCK: That's exactly right. This is
3 designed as a city two-lane road. It's three lanes up to
4 the front entrance. It's a two-lane road and required to
5 have a cul-de-sac, and that is -- that radius within that
6 entrance would allow the emergency vehicles to turn around
7 there, and then it stops and then you drop down to either
8 12 or 15 foot wide driveway is the brick pavers that will
9 continue back to the house.

10 MR. GLANTZ: So that would preclude anybody from
11 subdividing that?

12 My two other questions were this. The sub road
13 that you're bringing to the south, is that in Creve Coeur
14 or is that in Chesterfield?

15 MR. STOCK: It's currently -- this is the
16 municipal boundary between Chesterfield and Creve Coeur.

17 Now, Creve Coeur, I -- there's been some
18 confusion about this municipal boundary with St. Louis
19 County, City of Creve Coeur and Chesterfield.

20 Chesterfield established the boundary, and what
21 happened was when they established -- established the
22 boundary, they followed the east line of the eastern most
23 transmission right-of-way. Well, it stopped right here.
24 It never went through this property.

25 Ameren owned this property, so, I think the

18

1 intent was to come to this property and then come around
2 the property and up to Olive Street Road. There never was
3 a transmission line here.

4 So I think in discussions between Creve Coeur
5 and Chesterfield, Chesterfield is willing to annex that

6 back to Creve Coeur.

7 But in your previous zoning, "AR", it's not in
8 Creve Coeur.

9 CHAIRMAN MADDEN: Are we dumping in Chesterfield
10 then?

11 MR. STOCK: Chesterfield's open to cleaning
12 this up.

13 CHAIRMAN MADDEN: Let's dump everything there in
14 the next few months.

15 MR. GLANTZ: I appreciate what you're trying to
16 do.

17 MR. STOCK: We're trying to clean it up.

18 MR. GLANTZ: My other question is have you
19 talked to MoDOT about the left turn out of the
20 development?

21 I know that you have it on the other side of the
22 street, and I assume that if these two driveways -- or at
23 least align, but they're amenable to the left turn out?

24 MR. STOCK: They are.

25 MR. GLANTZ: From this property onto Olive?

1 MR. STOCK: They are. They can't issue us a¹⁹
2 permit without an access, basically, and a widened. The
3 access -- a there's right access where the driveway is.
4 Isn't exactly where this driveway is, and so shift in
5 access is to take it -- right now the access is contiguous
6 with this, which is adjacent to the Schoenberg tract,
7 which is here.

8 So it's access to both our property and
9 Schoenberg. We are proposing to shift it further to the
10 north in order to -- or to the east to widen it, and MoDOT

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11 has agreed to that, but it has to go to Jeff City, the
12 paperwork has to be signed, and then after that's done
13 they can issue a permit.

14 They have -- they use the term "feasible", which
15 is their term for conceptual approval.

16 CHAIRMAN MADDEN: Mr. Eberhardt.

17 MR. EBERHARDT: I think you said you had a 250
18 foot separation between this property and the Crossing
19 property, is that correct?

20 MR. STOCK: The 250 separation is from the
21 closest building, and closest building is set by the line
22 which is the transmission line for Ameren, so 250 is
23 horizontal separation from this point to the nearest
24 building condominium, and then in between us is that
25 tower, and so this building -- well, our building will be

20
1 approximately 40 feet lower than what that building is
2 right there that was the cross section.

3 MR. EBERHARDT: And where is the Bellerive Farm
4 Estate Subdivision in relation to this?

5 MR. STOCK: It is to the -- to the south. It's
6 not -- you go to the aerial photograph maybe, the very
7 first one. Right here, there's the Mill Ridge
8 Condominiums, so the Bellerive Estates, really the homes
9 are along our southernmost property, and where we were
10 talking 250 was right up in here, so it's several hundred
11 feet back to the Bellerive Farm Estate.

12 MR. EBERHARDT: And that's the topography like
13 between that subdivision and this?

14 MR. STOCK: I honestly don't know. I don't know
15 what the elevations -- for the most part this land is all
16 flat. I mean it's the bottoms. It's where the Creve

17 Coeur Creek is coming through. I can't speak to what
18 elevation these homes are at. I don't know the answer to
19 that.

20 CHAIRMAN MADDEN: Well, wouldn't the existing
21 house block a view to what you're going to build anyway
22 from that?

23 MR. STOCK: Well, I don't know that the house
24 will, but, again, this is heavily wooded vegetated along
25 the Creve Coeur Creek, and we're not proposing to touch

1 the creek, so I -- I don't -- I honestly can't speak to a²¹
2 sightline from these residents. It's something I can look
3 into and look at and -- all the topography, but I don't
4 have that tonight. I just can't phantom that it's looking
5 down. I'd have to look into that, get back with that.

6 CHAIRMAN MADDEN: Mr. Lumley.

7 MR. LUMLEY: So the current proposal with the
8 subdivision and two lots, them being completely
9 free-standing, no connection whatsoever in terms of
10 indentures or anything like that, correct?

11 MR. STOCK: It would be a minimum of two-lot
12 subdivision. It's very possible that commercial tract
13 would be subdivided into two lots; one for the bank, one
14 for the restaurant. There could be three lots.

15 MR. LUMLEY: But you're looking at that later?

16 MR. STOCK: Later, correct. Right now two-lot
17 subdivision.

18 MR. LUMLEY: Not be completely severed.

19 MR. STOCK: They would.

20 MR. LUMLEY: And transferable property?

21 MR. STOCK: Yes.

22 MR. LUMLEY: But the commercial property
23 responsible for the lake.
24 MR. STOCK: I would say the answer to that is
25 yes.

1 MR. LUMLEY: I just want to indicate that I 22
2 would be advising the City to have a concern later if
3 there was a proposal to subdivide that lake off by itself
4 become really transferable property with the possibility
5 that we'd be looking, and there's nobody responsible for
6 it cause it got sold to somebody who can't be found
7 anymore, so if there's a future plan somehow getting that
8 loosely back to the house, that could pose a problem
9 later.

10 MR. STOCK: Yeah, well, I don't think there's a
11 plan to do that. I think the desire, you know, obviously,
12 you see why we're 5 acres. We're 5 acres because it's
13 required General Commercial.

14 I think the General Commercial would have, for
15 the owner's protection, person living in the house, if he
16 can't take ownership of that land in the future, then
17 there's going to be some pretty ridged indentures that
18 protect that lake, you know, as far as maintenance is
19 concerned, longevity is concerned.

20 MR. LUMLEY: Right. The concern -- I mean it's
21 one thing to have, at least potentially income property
22 along Olive tied to the lake and responsible for whatever
23 happens to it, including insurance against injuries and
24 all those kind of things, you know, if it were
25 subsequently come in, not only try and split that into a

1 restaurant and a bank lot, but turn that lake into, 23

2 theoretically, a salable lot, I think that would be
3 problematic because we'd never know who's really
4 responsible for that.

5 MR. STOCK: If it's in indentures of the
6 subdivision plan.

7 MR. LUMLEY: Well, I'm not saying there wouldn't
8 be solutions, I'm saying it would be a concern if suddenly
9 that's to be a free-standing lot.

10 I mean, certainly, there would be solutions in
11 the concern.

12 MR. STOCK: Yeah, I think ultimately the person
13 that owns the house would like to own the lake, but the
14 lake may also end up in common ground. I mean it's part
15 of storm-water detention, so when we plat it, it's
16 providing detention for those two lakes, it may be
17 subdivided, in perpetuity, it's common ground.

18 Actually, as I'm sitting here talking to myself,
19 I think that's what it's going to be. We're going to have
20 either commercial one lot or two lots, maybe be even
21 third lot. What end up happening, and I'm not subdividing
22 it right now, but when the road comes in, this piece when
23 the road extended, you end up with this piece of property
24 here, which would be that piece of property utilized for
25 Creve Coeur. I can see this being two lots; lot for a

24
1 restaurant; lot for a bank, and this to be put into common
2 ground, and that common ground provide all storm to the
3 Cava di Roccia at that point. It would be common ground
4 and managed by the trustees.

5 MR. LUMLEY: Right, which could be a solution.

6 MR. STOCK: I think is --

7 MR. LUMLEY: I just wanted to alert you that --

8 MR. STOCK: Okay.

9 MR. LUMLEY: -- somehow the lake becomes its own
10 lot, theoretically it could be sold back to the house, but
11 also could be sold back to X, Y, Z with no people behind
12 it, and suddenly we don't have anybody responsible for
13 that lake and things happen.

14 MR. STOCK: Right.

15 MR. LUMLEY: I think the City's going to want to
16 know there's backing.

17 MR. STOCK: No, I appreciate it. I think it's
18 going to be a common ground. I think, as I sit here and
19 think about it, it's going to be a common ground.

20 MR. SCHNARR: But as part of your storm-water
21 plan, you couldn't segregate it anyway.

22 MR. STOCK: No, but once we take those plans and
23 advance them to the MSD and the City of Creve Coeur, and
24 we're directing water into that, it's going to be the
25 storm water facility and going to be common ground, then

25
1 there's a maintenance agreement that's recorded that --
2 relative to that, and then I can, you know, the owner can
3 put some teeth into the indenture relative to the
4 landscaping and who maintains that landscaping.

5 CHAIRMAN MADDEN: Okay. From the audience the
6 first one I have is Robert, I think it's Kent.

7 MR. KENT: Kent.

8 CHAIRMAN MADDEN: Mr. Kent, you need to be sworn
9 in, please.

10 (Robert Kent was sworn by the court reporter.)

11 MR. KENT: I'm Robert Kent, 13084 Ferntrails
12 Lane, Greengate Subdivision, and I'm a trustee there.

13 The Greengate Subdivision is just to the
14 immediate east of Mill -- Mill Crossing, and -- well, it's
15 all right and we're just below Holy Cross Lutheran Church.

16 The property looking at -- we call the Leonard
17 property because they built the mansion. Mill Crossing is
18 right here. Holy Cross Lutheran Church is on the corner
19 Olive Boulevard and Fernview, and Greengate Subdivision is
20 just south there of HLC, and next to, we live there at Lot
21 10 right in the corner.

22 One of the things that I wanted to mention was
23 you really should concern if you change this zoning to
24 "GC" as to what is actually going to go in.

25 As you know, the federal government's been

1 printing a lot of money, and I think I know where it's ²⁶
2 going.

3 On the north side of Olive Boulevard starting at
4 270, there's the First Bank, then there's USA Mortgage,
5 Commerce Bank, American Eagle Credit Union, Jefferson
6 Bank, Bank of America, Reliance Bank and Royal Bank, and
7 that's on the north side.

8 On the south side is Pulaski Bank, M&I Bank,
9 Regents Bank, Great Southern Bank has just been recently
10 built. Commerce has a ATM behind the U.S. Bank, and
11 Schnucks, of course, has a satellite U.S. Bank, so there's
12 some fifteen banks between 270 and Creve Coeur Mill Road,
13 so when you're looking at the zoning on this, and I don't
14 have any big dog in this fight one way or the other,
15 because we're far enough away, but I think you ought to be
16 cautious about changing the zoning because, as Mr. Lumley
17 pointed out to us so pointedly in a council meeting a few

18 week ago, once you change the zoning, you may not get what
19 you think you're getting in the site plan.

20 I didn't count up the restaurants because I was
21 exhausted after doing the banks.

22 I'm always a little skeptical when the principal
23 doesn't show up. I've been around council meetings now
24 for a year, and Orsen Properties is who? He wants to live
25 in it, I would have thought that he would have shown up

1 with his engineer, who I think did a remarkable nice job.²⁷

2 So our first concern is, and with that regard I
3 would like to make sure, and P&Z make sure, that there's
4 no conflicts of interest between anyone in the City and
5 Orson Property, L.L.C.

6 As we know, this property was previously owned
7 by a public elected official, and was then resold, and I
8 just like to make sure there isn't any conflict of
9 interest. And recently at council meeting we had some
10 revelation with regard to meetings by people with
11 protective or possible developers, and I just like to make
12 sure that there isn't anything we don't understand here.

13 The third point that I have is the access to the
14 property making left turns. And I understand he has
15 gotten approval from MoDOT, but this is at the bottom of
16 the hill, and the turn in to Mill Crossing, left turn
17 going west, is downhill. On rainy and snowy days it's
18 dangerous and it -- there's some way that this could be
19 arranged to be accessed through the Creve Coeur Mill
20 traffic signal, I think that would be a real improvement.

21 And, lastly, this was originally supposed to be
22 a park, but instead we got Millennium, it's a \$7 million
23 debt, and so we've gone from a park to "GC" to "AR". Now

24 we're going back -- now we're going to commercial and back
25 to "GC", so stand in one place long enough, it all comes

28

1 back home.

2 But I would like you to think about the "GC"
3 zoning because you may not get a restaurant and you may
4 not get a bank. You may get something else.

5 But as Mr. Lumley's pointed out in the past,
6 once the zoning is changed then it becomes a -- opens it
7 up to all kinds of businesses that can be put in there.

8 And if you haven't visited the site, I would
9 suggest that you do so. It's a rather unique site, a very
10 interesting site and a complicated site. And I think to
11 really understand it, you really need to visit it.

12 Thank you very much for your attention.

13 CHAIRMAN MADDEN: Thank you.

14 Is there anybody else in the audience?

15 Sir, could you first state your name and address
16 and then be sworn in.

17 MR. HONEYWELL: Okay. I'm Jim Honeywell. I'm
18 president of the Mill Crossing Condominium Association.

19 CHAIRMAN MADDEN: And your address?

20 MR. HONEYWELL: 1163 Mill Crossing, Unit 101.

21 CHAIRMAN MADDEN: Okay. Would you be sworn in,
22 please.

23 (Jim Honeywell was sworn by the court reporter.)

24 MR. HONEYWELL: Just have a couple questions on
25 the site plan.

29

1 Mill Crossing sits considerably higher than this
2 particular property, and I don't know exactly where the

3 property line is along the lake.

4 Can they point that out to me.

5 Considerable difference in elevation, as well as
6 the front where the tower is.

7 MR. STOCK: This is the end of the lake. That's
8 the outline. This is the property line, so this is the
9 closest condominium building.

10 MR. HONEYWELL: The property line --

11 MR. STOCK: It's about 60 feet. Maybe this is
12 30 foot green lines, 30 feet, so perhaps 70 feet of
13 horizontal separation.

14 MR. HONEYWELL: But where does the property line
15 between -- the property line in the drop-off.

16 MR. STOCK: Well, this water -- where this
17 elevation 564 --

18 MR. HONEYWELL: Okay.

19 MR. STOCK: -- and the water surface is roughly
20 459; 65 feet vertically between the condominium down to
21 the lake, so a lot of that slope transition is occurring
22 between here and the property line.

23 MR. HONEYWELL: I still don't understand. Is
24 the property line --

25 MR. STOCK: This is the property line.

30

1 MR. HONEYWELL: Yeah.

2 MR. STOCK: Talking this blue line up.

3 MR. HONEYWELL: But is that on the level surface
4 at the top?

5 MR. STOCK: Yes. Yes.

6 MR. HONEYWELL: So the whole drop-off is --

7 MR. STOCK: In here.

8 MR. HONEYWELL: -- in the property?

9 MR. STOCK: Correct.

10 MR. HONEYWELL: Okay. I guess I have no other
11 questions. I don't see any objection to the zoning
12 arrangement. Mill Crossing sits away from it. The house,
13 we can see the house, but there's so much foliage along
14 there that you have to really look for it.

15 MR. STOCK: This is definitely vegetated through
16 it.

17 MR. HONEYWELL: So the vegetation belongs to
18 you?

19 MR. STOCK: Well, I don't know that I have all
20 vegetation located.

21 A lot of it. I -- I can't answer that question.
22 This is heavily vegetated, but I -- I don't know that --
23 on your side of the property line there's some vegetation
24 also.

25 MR. HONEYWELL: Vegetation is all on the slope.

1 MR. STOCK: Okay. Well, the slope, this is all³¹
2 slope through here, but the slope -- there's slope along
3 centerline on the property line as you get back here to
4 the south, so that vegetation, I'm assuming, is on both
5 sides of the property line.

6 MR. HONEYWELL: Okay.

7 MR. STOCK: We don't propose to change that. We
8 didn't propose to change the existing -- we're not going
9 to touch the vegetation along the existing property line.

10 MR. HONEYWELL: Just one side comment.

11 We have trespassers passing through Mills
12 Crossing, teenagers on Friday, Saturday night on their way
13 down to that house and lake.

14 MR. STOCK: It's -- it's a problem. They tried
15 to secure that house and secure that house, and kids in
16 there and vandals and break in, so they know it's not
17 occupied.

18 MR. HONEYWELL: Okay. No more comments.

19 CHAIRMAN MADDEN: Thank you, Mr. Kent.

20 MR. KENT: I happen to be party to the
21 settlement of lawsuit that Leonard and Greengate brought
22 against the City and Mill Crossing. Triple Crown at that
23 time when the Michelson (phonetic) organization built Mill
24 Crossing.

25 And as part of that, there was a very large pine

1 tree buffer put to protect the Leonard property from 32
2 visibility by -- from the Leonard property to the Mill
3 Crossing Condominiums, and so that is well-screened and
4 from the back of Mill Crossing, from the end of Greengate
5 you can see across the creek and across the detention pond
6 to the Bellerive Subdivision, but, again, from the house,
7 which is down 60 or 70 feet lower than the Mill Crossing,
8 it's practically impossible to see across the creek.

9 CHAIRMAN MADDEN: Thank you very much.

10 MR. KENT: You're welcome.

11 CHAIRMAN MADDEN: Is there anybody else in the
12 audience?

13 Mr. Glantz?

14 MR. GLANTZ: I have a question for City staff.

15 Didn't this body rezone the property a few years
16 ago to the "AR"?

17 MR. LANGDON: I need to be sworn in before I can
18 answer.

19 (Paul Langdon was sworn by the court reporter.)

20 CHAIRMAN MADDEN: We'll close the public hearing
21 since there's no further comments.

22 (The public hearing was closed.)

23 MR. LUMLEY: Offer the documentation in
24 possession of City Clerk reflecting the notice provided
25 the public of the hearing; staff's report and the

1 materials submitted with the City Code of Ordinances and³³
2 Charter, Comprehensive Plan.

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44

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

3

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

11

12

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

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

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BILL NO. 5327

ORDINANCE NO. _____

**AN ORDINANCE ADJUSTING THE MUNICIPAL
BOUNDARY AT THE PROPERTY KNOWN AND
NUMBERED AS 13150 OLIVE BOULEVARD.**

WHEREAS, Orson Properties, LLC is the owner of property known and numbered as 13150 Olive Boulevard, which is at least largely within the City of Creve Coeur and located at the boundary between Creve Coeur and the City of Chesterfield, and

WHEREAS, Orson Properties, LLC has submitted a rezoning application regarding the property and in connection therewith has requested that the municipal boundary be adjusted as may be necessary so that the entire property lies within the City of Creve Coeur, and

WHEREAS, the City Council has determined pursuant to Section 71.011 RSMo. that such request is appropriate for efficient municipal regulation of and service to the property as a whole, and that such adjustment is in the best interests of all concerned, and

WHEREAS, there are currently no residents on the property, and

WHEREAS, the City's Planning and Zoning Commission unanimously recommended approval of the proposed rezoning and the corresponding boundary adjustment by 7-0 vote on July 18, 2011; and

WHEREAS, the proposed annexation qualifies as a boundary adjustment that is not subject to review by the St. Louis County Boundary Commission, and

WHEREAS, the portion of the property annexed hereunder shall be considered as zoned AR like the rest of the property until such time as the City changes zoning regulations for such property, and

WHEREAS, copies of this proposed Ordinance have been made available for public inspection prior to consideration by the City Council, and this Bill has been read by title in open meeting twice before final passage by the City Council,

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

SECTION 1. The City hereby extends its corporate limits as may be necessary to include all of the property described herein, subject to consent thereto by ordinance of the City of Chesterfield, Missouri:

(PROPOSED LOT 1)

A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Beginning at the northeastern corner of a tract of land as conveyed to Richard Schoenberg by instrument recorded in Book 8472, Page 579 of the St. Louis County Records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence continuing along said southern right-of-way line the following courses and distances: North 84 degrees 07 minutes 01 seconds East, 122.80 feet; North 67 degrees 25 minutes 04 seconds East, 104.40 feet and South 61 degrees 22 minutes 29 seconds East, 191.56 feet to the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of above said records; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet and South 42 degrees 35 minutes 00 seconds East, 331.99 feet; thence departing last said line the following courses and distances: South 47 degrees 25 minutes 00 seconds West, 309.69 feet; North 53 degrees 46 minutes 50 seconds West, 83.08 feet; North 35 degrees 29 minutes 20 seconds West, 30.45 feet; North 24 degrees 52 minutes 46 seconds West, 182.82 feet; North 37 degrees 51 minutes 47 seconds West, 22.96 feet; North 11 degrees 25 minutes 38 seconds West, 60.53 feet to the beginning of a non-tangent curve to the right; thence along said curve having a radius of 54.00 feet, a chord which bears South 87 degrees 20 minutes 55 seconds West, 71.94 feet and an arc length of 78.73 feet; South 35 degrees 43 minutes 17 seconds West, 48.38 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records, said point also being the centerline of a creek; thence continuing along last said northeastern lines and said centerline the following courses and distances: North 54 degrees 16 minutes 43 seconds West, 24.34 feet; North 74 degrees 59 minutes 49 seconds West, 72.92 feet; North 80 degrees 19 minutes 54 seconds West, 70.19 feet; South 75 degrees 37 minutes 16 seconds West, 68.74 feet and South 87 degrees 19 minutes 59 seconds West, 113.38 feet to the southeastern line of above said Richard Schoenberg tract; thence along the southeastern and eastern lines of said Richard Schoenberg tract, North 52 degrees 57 minutes 00 seconds East, 339.42 feet and North 07 degrees 09 minutes 29 seconds West, 74.34 feet to the Point of Beginning and containing 217,784 square feet or 5.000 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on June 29, 2011.

(PROPOSED LOT 2)

A tract of land being located in US Surveys 367 and 923, Township 46 North, Range 5 East of the Fifth Principal Meridian, City of Creve Coeur, Missouri being more particularly described as follows:

Commencing at the northwestern corner of a tract of land as conveyed to the International Development Corporation by instrument recorded in Book 10505, Page 2416 of the St. Louis County Records, said point also being located on the southern right-of-way line of Olive Boulevard, variable width; thence along the western and southwestern lines of said International Development Corporation tract the following courses and distances: South 08 degrees 08 minutes 00 seconds West, 78.51 feet; South 56 degrees 10 minutes 00 seconds West, 8.20 feet and South 42 degrees 35 minutes 00 seconds East, 331.99 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said southwestern and western lines the following courses and distances: South 42 degrees 35 minutes 00 seconds East, 136.83 feet and South 07 degrees 51 minutes 00 seconds West, 645.81 feet to the northern line of Bellerive Farm Estates Plat One a subdivision according to the plat thereof as recorded in Plat Book 347, Pages 193 and 194 of above said records; thence along the northern lines of said Bellerive Farm Estates Plat One the following courses and distances: North 81 degrees 19 minutes 25 seconds West, 153.03 feet; North 06 degrees 34 minutes 25 seconds West, 397.63 feet; North 53 degrees 46 minutes 50 seconds West, 230.68 feet and North 43 degrees 41 minutes 27 seconds West, 28.77 feet to the northeastern line of a tract of land as conveyed to Union Electric by instrument recorded in Book 1197, Page 205 of above said records, said point also being the centerline of a creek; thence continuing along last said northeastern lines and said centerline the following courses and distances: North 12 degrees 36 minutes 03 seconds West, 94.89 feet; North 24 degrees 52 minutes 46 seconds West, 72.97 feet; North 37 degrees 51 minutes 47 seconds West, 69.04 feet and North 54 degrees 16 minutes 43 seconds West, 29.15 feet; thence departing last said northern line the following courses and distances: North 35 degrees 43 minutes 17 seconds East, 48.38 feet to the beginning of a non-tangent curve to the left; along said curve having a radius of 54.00 feet, a chord which bears North 87 degrees 20 minutes 55 seconds East, 71.94 feet and an arc length of 78.73 feet; South 11 degrees 25 minutes 38 seconds East, 60.53 feet; South 37 degrees 51 minutes 47 seconds East, 22.96 feet; South 24 degrees 52 minutes 46 seconds East, 182.82 feet; South 35 degrees 29 minutes 20 seconds East, 30.45 feet; South 53 degrees 46 minutes 50 seconds East, 83.08 feet and North 47 degrees 25 minutes 00 seconds East, 309.69 feet to the Point of Beginning and containing 186,498 square feet or 4.281 acres more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc, on June 29, 2011.

BILL NO. 5327

ORDINANCE NO. _____

SECTION 2. Upon verification of adoption of such consent ordinance by the City of Chesterfield, any portion of the property described herein that was previously located within the City of Chesterfield shall be concurrently detached therefrom and annexed into the City of Creve Coeur for the reasons recited herein, and the City Clerk shall cause certified copies of this ordinance to be filed with the Clerk of St. Louis County, the Assessor for St. Louis County, the Recorder of Deeds of St. Louis County, the Clerk of the Circuit Court of St. Louis County, the St. Louis Boundary Commission, and the Election Authority for St. Louis County, whereupon the annexation shall be complete and final and thereafter all courts of this state shall take judicial notice of the limits of the City as so extended.

SECTION 3. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter and as provided herein.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2011.

TARA NEALY
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2011.

HAROLD DIELMANN, MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

BILL NO. 5328

ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION REGARDING INSTALLATION OF AUTOMATED TRAFFIC SIGNAL ENFORCEMENT EQUIPMENT.

WHEREAS, the City has determined it would improve public safety and welfare and otherwise serve the public interest for the City to enter into an agreement with the Missouri Highway and Transportation Commission regarding the installation of automated traffic signal enforcement equipment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CITY OF CREVE COEUR, MISSOURI, as follows:

SECTION 1. The Installation of Automated Traffic Signal Enforcement Equipment Agreement between the Missouri Highway and Transportation Commission and the City 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 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 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 Contract.

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

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____, 2011.

TARA NEALY
PRESIDENT OF THE CITY COUNCIL

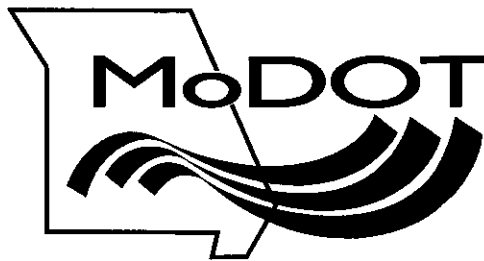
APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN, MAYOR

ATTEST:

DEBORAH RYAN
CITY CLERK

Missouri
Department
of Transportation



Ed Hassinger, District Engineer

St. Louis Metro District
1590 Woodlake Drive
Chesterfield, MO 63017-5712
(314) 340-4100
Fax (314) 340-4119
www.modot.org
Toll free 1-888 ASK MoDOT

July 6, 2011

The Honorable Harold Dielmann
Mayor, City of Creve Coeur
300 N. New Ballas Rd
Creve Coeur, MO 63141

Dear Mayor Dielmann,

Enclosed are four (4) copies of the agreement to Install Red Light Enforcement Cameras on the state routes within the city limits of Creve Coeur. Please execute each copy, and return to me at the above noted address.

If you need any additional information, please contact Jeycea Bobo at 314-275-1555.

Jeycea.bobo@modot.mo.gov

Sincerely,

Jeycea Bobo
Traffic Studies Specialist

CCO Form: TR43
Approved: 02/07 (BDG)
Revised: 05/11 (ASB)
Modified: 06/11 (ASB)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CITY OF CREVE COEUR, MISSOURI
INSTALLATION OF AUTOMATED TRAFFIC SIGNAL ENFORCEMENT
EQUIPMENT AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission, whose address is P.O. Box 270, Jefferson City, Missouri 65102 (hereinafter, "Commission") and the City of Creve Coeur, Missouri, whose address is 300 N. New Ballas, Creve Coeur, Missouri 63141 (hereinafter, "City").

WITNESSETH:

WHEREAS, the Commission owns and operates State Routes 340 and AB in St. Louis County, Missouri; and

WHEREAS, the City has requested permission from the Commission to install automated traffic signal enforcement systems pursuant to City ordinances at various locations along state routes in the City of Creve Coeur, Missouri; and

WHEREAS, the Commission is willing to accommodate the City's request pursuant to the terms and conditions of this Agreement, which replaces the prior Agreement between the parties regarding the subject matter hereof.

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

(1) **PURPOSE:** The purpose of this Agreement is to grant the City, at its sole cost and expense, permission to install and maintain an automated traffic signal enforcement system to be used to enforce City ordinances related to the citation of traffic violations when vehicles fail to comply with traffic control signals at a signalized intersection.

(2) **LOCATION:** The City may erect and maintain automated enforcement equipment at locations on Commission right of way with the City's limits as approved in writing by the Commission. At least ninety days (90) prior to the City's desire to install automated enforcement equipment at a new location on Commission right of way, the City shall send a letter to the Commission's representative identifying the location and requesting the Commission's permission to install the automated enforcement equipment. If the Commission, in its sole discretion, approves the

location of where the City desires to install the equipment, the Commission's representative shall send notice of such approval to the City and the City shall apply for a permit in accordance with paragraph (9), below.

(3) CONDITIONS: The City agrees to adhere to the following conditions:

(A) POST Certification: A duly sworn, Peace Officer Standards and Training (POST) certified law enforcement officer shall review and make the determination of any violation.

(B) Advance Signing: Advance signing is required on each intersection approach with automated enforcement. The Commission will install the signs on state right of way and provide the signs to the city for installations on city/county right of way. The Commission will determine the signs to be used and the city will maintain the signs such that the signs will remain visible at all times to approaching motorists.

(C) Public Awareness: The City shall conduct a public awareness campaign at least thirty (30) days prior to issuing citations when installing future locations as approved in paragraph (2) above.

(4) SYSTEM INSTALLATION:

(A) The installation of the automated traffic signal enforcement system will be performed by an electrical contractor approved by the Commission. All costs for materials, installation and modification to the existing traffic controller will be borne by the City. The City shall prepare plans for the construction of the automated traffic signal enforcement system for review and approval by the Commission. Approval of the plans is within the sole discretion of the Commission.

(B) The City shall install the equipment in a box external to the Commission's traffic signal controller cabinet. This external cabinet must be waterproof and all wiring from this box to the traffic controller must be contained in watertight conduit. The City shall install an interface panel in the existing signal control cabinet to provide a fused relay-isolated interface between the automated enforcement system and the existing signal controller at the City's expense. All necessary components, including cables and connectors, shall be provided and installed by the City. Any required upgrades or replacements of the existing signal control equipment to accommodate the automated traffic signal enforcement equipment, as determined by the Commission, shall be provided and installed by the City. If at any time, as determined by the Commission, the automated traffic signal enforcement equipment needs to be relocated, the relocation of the automated traffic signal enforcement equipment will be the responsibility of the City, with no cost to the Commission.

(5) SYSTEM OPERATION: The City will operate and maintain the automated traffic signal enforcement system in such as manner as not to disrupt the

normal operation of the traffic signal. Should the automated traffic signal enforcement system malfunction, resulting in disruption to normal traffic operation on State routes, the Commission shall have the unilateral authority to disable the automated traffic signal enforcement system. However, if disabled, the Commission will promptly notify the City of its action. If all of the automated traffic signal enforcement equipment installed at an intersection is designed to draw 4 AMPs or less of power at 110 volts under normal conditions, the Commission, at no cost to the City, will allow the City or its agent/operator to use the existing traffic power supply and utilize the power from the traffic signal power supply so long as such equipment is properly protected and fused. For automated traffic signal enforcement equipment that may draw a total of more than 4 AMPs of power at 110 volts under normal conditions at any one time, the City shall furnish, at no cost to the Commission, electrical current to operate the automated traffic signal enforcement system.

(6) SYSTEM MAINTENANCE:

(A) The City shall maintain all equipment, including but not limited to, detectors, cabling, cameras and microprocessor in order to ensure the automated traffic signal enforcement system remains in proper working order. The City shall be responsible for the cable(s) to the traffic signal cabinet, the pullbox(es) and conduit(s) which only house cables related to the automated traffic signal enforcement system, and any utility locate request information at the intersection(s) concerning the City's pullbox(es) and conduit(s). The Commission will be responsible for the connections from the cable(s) to the interface panel. If the City fails to maintain the system adequately, the Commission, in its sole discretion, has the right to disable the system or remove all equipment from its location on Commission's right of way.

(B) For any intersection approach where embedded sensors are installed in the pavement, the City shall, within 60 days of removal of the system, restore the affected surfaces to a condition equivalent to those surfaces at the time that the sensors were initially installed as determined by the Commission's St. Louis District, District Engineer. Exceptions to this paragraph shall be if the intersection approach is scheduled for resurfacing within 9 months of the removal date of the system, or if the road surface is deteriorating as a result of normal road surface deterioration not caused by the presence of the installed sensors as determined by the Commission's District Engineer.

(C) The City shall not perform, or allow a contractor or vendor acting on behalf of the City to perform, remote maintenance for the automated traffic signal enforcement equipment, without the permission of the Commission. If the remote maintenance requires the traffic signal or cameras be placed into "Flash Mode", the Commission shall be notified, at least 3 business days prior to any maintenance activity, and approve the time of the flashing operation. The Commission may require additional terms for this maintenance activity. If the City fails to notify the

Commission of this remote activity and places the traffic signal or cameras on flash without Commission approval or failure to follow the Commission's requirements, the Commission, in its sole discretion, has the right to disable the automated traffic signal enforcement equipment or remove all equipment from its location on Commission right of way.

(7) MALFUNCTION OF EQUIPMENT: If the automated traffic signal enforcement system malfunctions or if the Commission determines that the system should be removed as a result of operational issues and the City cannot be contacted or cannot arrive at the intersection in a reasonable time in the judgment of the District Engineer, then the Commission's District Engineer may exercise the option to direct Commission personnel or a third party to correct the malfunction or to remove the equipment. The entire cost of any such work performed by Commission personnel or third parties will be computed as described in *Section 108.9 in the Missouri Standard Specifications for Highway Construction*.

(8) 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.

(9) PERMITS: Before beginning installation work, the City shall secure from the Commission's District Engineer a permit for the proposed improvement. The Commission will review the plans and if the Commission determines that the plans meet specifications, the Commission will issue a permit. In the event the Commission does not approve the plans, the City shall revise the plans until the plans are acceptable to the Commission. Approval of the plans is within the sole discretion of the Commission. The permit may contain additional terms and conditions as determined by the Commission's District Engineer. In addition, before any maintenance is performed on state right of way, a permit shall be secured from the Commission's District Engineer. The City shall give a minimum of 3 business days written notice prior to any maintenance activity.

(10) BOND: The City shall secure sufficient bond, including but not limited to performance and payment bonds, as determined by the Commission's District Engineer or his/her authorized representative, for the construction of the automated traffic signal enforcement system on Commission right-of-way. However, any such bond will not exceed the cost of construction of the proposed automated traffic signal enforcement system.

(11) CONSTRUCTION OF IMPROVEMENTS: All construction of the proposed improvements shall be according to the latest editions of the Missouri Highway and Transportation Commission's *Standard Specifications for Highway Construction*, *Standard Plans for Highway Construction*, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(12) REPORTS OF VIOLATIONS: The City shall forward or make available to the Commission's District Engineer an annual report for each state highway intersection in the City which has automated traffic signal enforcement equipment due January 31 of each year and includes at least the following information from the previous year:

(A) Safety performance

(1) Number of crashes

(2) Severity of crashes; number of fatal, disabling injury and property damage only, if able.

(B) Number of citations

(1) Total number

(2) Citations by maneuver (i.e. left turn, thru or right turn), if able.

(13) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for the cable(s) to the traffic signal cabinet, the pullbox(es) and conduit(s) which only house cables related to the automated traffic signal enforcement equipment, and responding to any utility locate request information at the intersection(s) concerning the City's pullbox(es) and conduit(s).

(14) 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.

(15) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without prior written consent of the Commission. However, the parties recognize that the City intends to engage a vendor to install, operate and maintain the automated traffic signal enforcement system. The engagement of any vendor by the City shall not alleviate the City of its obligations under this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time and for any reason whatsoever, including for the convenience of the Commission or for a material breach by the City of contractual obligations, 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. The City shall remove the automated traffic signal enforcement system and equipment in accordance with the cancellation notice and removal shall be at the City's sole cost and expense. If the City fails to remove the system and equipment in accordance with the cancellation notice the Commission, in its sole discretion, may determine that the removal of the automated traffic signal enforcement system and equipment from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the automated traffic signal enforcement system and equipment at the City's cost.

(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, including, but not limited to, any applicable advance notification/signing, due process, right to privacy, and service of process laws. In the event the Missouri General Assembly prohibits the use of automated traffic signal enforcement systems, this Agreement shall be terminated and the City, at its sole cost and expense, shall promptly disconnect the system and remove it from the Commission's traffic signal(s) and right of way.

(18) 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.

(19) 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.

(20) NOT A JOINT VENTURE OR COLLABORATION: Nothing contained in this Agreement shall be deemed to constitute the Commission and the City as partners in a partnership, collaboration, or joint venture for any purpose whatsoever. The City is solely responsible for the automated traffic signal enforcement system and the traffic citations sent to alleged offenders.

(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) COMMISSION REPRESENTATIVE: The Commission's St. Louis District, District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. All references to District Engineer in this Agreement are to the St. Louis District, District Engineer. 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.

(23) 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.

(24) NON-LIABILITY OF COMMISSION PERSONNEL: Neither the commissioners, nor any other officer, official, employee, assign, or agent of the Commission or Missouri Department of Transportation shall be *personally* responsible for any liability arising under or growing out of this Agreement.

(25) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement. It is agreed that more than one copy of this document may be executed and that the original filed with the Secretary to the Missouri Highways and Transportation Commission shall be deemed to be the controlling original.

(26) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(27) 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.

(28) DURATION AND EXTENSION: Unless otherwise terminated, this Agreement shall be in effect for five years from the execution of this Agreement with no extensions. This does not preclude the City from negotiation of successor agreements.

(29) NO INTEREST: By constructing, operating, and maintaining the automated traffic signal enforcement system on Commission right of way, the City gains no property interest in the traffic signals on Commission right of way whatsoever. The Commission shall not be obligated to keep the traffic signals in place if the Commission, in its sole discretion, determines removal or modification of the traffic signals is in the best interests of the state highway system or the Commission.

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the last day written below:

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF _____, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____
Secretary to the Commission

By _____

Title: _____

Approved as to Form:

Approved as to Form:

By _____
Commission Counsel

By _____

Title: _____

Ordinance Number: _____

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI)
)
COUNTY OF _____) ss

On this ____ day of _____, 20____, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the City of _____ and that the foregoing instrument was signed and sealed on behalf of said City by authority of its governing body, and that he/she acknowledged said instrument to be the free act and deed of said 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)
)
COUNTY OF COLE) ss

On this ____ day of _____, 20____, 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: _____

**AN ORDINANCE AMENDING CHAPTER 210 ARTICLE X OF THE CODE OF
ORDINANCES OF THE CITY OF CREVE COEUR, REGARDING SEXUAL
OFFENSES.**

WHEREAS, the City Council has determined it to be in the best interest of the citizens of the City of Creve Coeur to update Chapter 210 Article X of the Code of Ordinances of the City of Creve Coeur, regarding sexual offenses; and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, ST. LOUIS, MISSOURI THAT:

SECTION 1: A **new** Section 210.482, Certain Offenders not to Reside within One Hundred Feet of a School or Child-Care Facility, shall be added to the Code of Ordinances to read as follows:

1. Any person who has pleaded guilty or nolo contendere to, or been convicted of, or been found guilty of:

(1) Since 2004 violating any of the provisions of chapter 566 RSMo. or the provisions of subsection 2 of section 568.020, incest; section 568.045, endangering the welfare of a child in the first degree; subsection 2 of section 568.080, use of a child in a sexual performance; section 568.090, promoting a sexual performance by a child; section 573.023, sexual exploitation of a minor; section 573.025, promoting child pornography in the first degree; section 573.035, promoting child pornography in the second degree; section 573.037, possession of child pornography, or section 573.040, furnishing pornographic material to minors; or

(2) Since 2008 any offense in any other state or foreign country, or under federal, tribal, or military jurisdiction which, if committed in this state, would be a violation listed in this section;

shall not reside within one thousand feet of any public school as defined in section 160.011, or any private school giving instruction in a grade or grades not higher than the twelfth grade, any child-care facility that is licensed under chapter 210, or any child-care facility as defined in section 210.201 that is exempt from state licensure but subject to state regulation under section 210.252 and holds itself out to be a child-care facility, where the school or facility is in existence at the time the individual begins to reside at the location.

2. If such person has already established a residence and a public school, a private school, or child-care facility is subsequently built or placed within one thousand feet of such person's residence, then such person shall, within one week of the opening of such public school, private school, or child-care facility, notify the county sheriff where such public school, private school, or child-care facility is located that he or she is now residing within one thousand feet of such public school, private school, or child-care facility and shall provide verifiable proof to the sheriff that he or she resided there prior to the opening of such public school, private school, or child-care facility.

3. For purposes of this section, "resides" means sleeps in a residence, which may include more than one location and may be mobile or transitory.

Note – such conduct may constitute a felony under State law.

(Reference Section 566.147 RSMo)

SECTION 2: Subsection 210.483A of the Code of Ordinances is hereby amended to read as follows:

A. Any person who, since 2009, has pleaded guilty or nolo contendere to, or been convicted of, or been found guilty of:

1. Violating any of the provisions of Chapter 566, RSMo., or the provisions of Subsection (2) of Section 568.020, RSMo., Incest; Section 568.045, RSMo., Endangering The Welfare Of A Child In The First Degree; Subsection (2) of Section 568.080, RSMo., Use Of A Child In A Sexual Performance; Section 568.090, RSMo., Promoting A Sexual Performance By A Child; Section 573.023, RSMo., Sexual Exploitation Of A Minor; Section 573.025, RSMo., Promoting Child Pornography In The First Degree; Section 573.035, RSMo., Promoting Child Pornography In The Second Degree; Section 573.037, RSMo., Possession Of Child Pornography; or Section 573.040, RSMo., Furnishing Pornographic Material To Minors; or

2. Any offense in any other State or Foreign Country, or under federal, tribal or military jurisdiction which, if committed in this State, would be a violation listed in this Section;

shall not knowingly be physically present in or loiter within five hundred (500) feet of or to approach, contact, or communicate with any child under eighteen (18) years of age in any child care facility building, on the real property comprising any child care facility when persons under the age of eighteen (18) are present in the building, on the

grounds, or in the conveyance, unless the offender is a parent, legal guardian, or custodian of a student present in the building or on the grounds.

(Reference Section 566.148 RSMo.)

Subsections 210.483 B and C are not changed.

SECTION 3: Section 210.485, Additional Restrictions on Certain Offenders of the Code of Ordinances is amended to read as follows:

A. *Not To Be Present Within Five Hundred Feet Of School Property, Exception-- Permission Required For Parents Or Guardians Who Are Offenders, Procedure.* Any person who has pleaded guilty or nolo contendere to, or been convicted of, or been found guilty of:

1. Since 2006 ~~Violating~~ any of the provisions of Chapter 566, RSMo., or the provisions of Subsection (2) of Section 568.020, RSMo., Incest; Section 568.045, RSMo., Endangering The Welfare Of A Child In The 1st Degree; Subsection (2) of Section 568.080, RSMo., Use Of A Child In A Sexual Performance; Section 568.090, RSMo., Promoting A Sexual Performance By A Child; Section 573.023, RSMo., Sexual Exploitation Of A Minor; Section 573.025, RSMo., Promoting Child Pornography; Section 573.040, RSMo., Furnishing Pornographic Material To Minors.; ~~Section 573.035, RSMo., Promoting Child Pornography In The Second Degree; or Section 573.037, RSMo., Possession Of Child Pornography;~~ or

2. Since 2008 ~~A~~any offense in any other State or foreign country, or under tribal, federal or military jurisdiction which, if committed in this State, would be a violation listed in this Section;

shall not be present in or loiter within five hundred (500) feet of any school building, on real property comprising any school, or in any conveyance owned, leased or contracted by a school to transport students to or from school or a school-related activity when persons under the age of eighteen (18) are present in the building, on the grounds or in the conveyance, unless the offender is a parent, legal guardian or custodian of a student present in the building and has met the conditions set forth in Subsection (B) of this Section.

B. No parent, legal guardian or custodian who has pleaded guilty or nolo contendere to, or been convicted of, or been found guilty of violating any of the offenses listed in Subsection (A) of this Section shall be present in any school building, on real property comprising any school, or in any conveyance owned, leased or contracted by a school to transport students to or from school or a school-related activity when persons under the age of eighteen (18) are present in the building, on the grounds or in the

conveyance unless the parent, legal guardian or custodian has permission to be present from the Superintendent or School Board or in the case of a private school from the Principal. In the case of a public school, if permission is granted, the Superintendent or School Board President must inform the Principal of the school where the sex offender will be present. Permission may be granted by the Superintendent, School Board, or in the case of a private school from the Principal for more than one (1) event at a time, such as a series of events, however, the parent, legal guardian or custodian must obtain permission for any other event he/she wishes to attend for which he/she has not yet had permission granted.

C. Certain Offenders Not To Be Present Or Loiter Within Five Hundred Feet Of A Public Park Or Swimming Pool.

1. Any person who, since 2009, has pleaded guilty to, or been convicted of, or been found guilty of:

a. Violating any of the provisions of Chapter 566, RSMo., or the provisions of Subsection (2) of Section 568.020, RSMo., Incest; Section 568.045, RSMo., Endangering the Welfare of a Child in the First Degree; Subsection (2) of Section 568.080, RSMo., Use of a Child in a Sexual Performance; Section 568.090, RSMo., Promoting a Sexual Performance by a Child; Section 573.023, RSMo., Sexual Exploitation of a Minor; Section 573.025, RSMo., Promoting Child Pornography; or Section 573.040, RSMo., Furnishing Pornographic Material to Minors; ~~Section 573.035, RSMo., Promoting Child Pornography In The Second Degree; or Section 573.037, RSMo., Possession Of Child Pornography;~~ or

b. Any offense in any other State or foreign country or under Federal, tribal or military jurisdiction which, if committed in this State, would be a violation listed in this Section;

shall not knowingly be present in or loiter within five hundred (500) feet of any real property comprising any public park with playground equipment or a public swimming pool.

D. Enticement Of A Child.

1. ~~A~~ No person at least twenty-one (21) years of age or older ~~commits the crime of enticement of a child if that person shall~~ persuades, solicits, coaxes, entices, or lures whether by words, actions or through communication via the Internet or any electronic communication, any person who is less than fifteen (15) years of age for the purpose of engaging in sexual conduct.

2. It is not an affirmative defense to a prosecution for a violation of this Subsection that the other person was a Peace Officer masquerading as a minor.

E. *Age Misrepresentation.* ~~No person shall. A person commits the crime of age misrepresentation with intent to solicit a minor when he or she~~ knowingly misrepresents his or her age with the intent to use the Internet to engage in ~~criminal~~ sexual conduct involving a minor.

F. *Certain Offenders Not To Serve As Athletic Coaches, Managers Or Trainers.*

1. Any person who, since 2009, has pleaded guilty to, or been convicted of, or been found guilty of:

a. Violating any of the provisions of Chapter 566, RSMo., or the provisions of Subsection (2) of Section 568.020, RSMo., Incest; Section 568.045, RSMo., Endangering the Welfare of a Child in the First Degree; Subsection (2) of Section 568.080, RSMo., Use of a Child in a Sexual Performance; Section 568.090, RSMo., Promoting a Sexual Performance by a Child; Section 573.023, RSMo., Sexual Exploitation of a Minor; Section 573.025, RSMo., Promoting Child Pornography; or Section 573.040, RSMo., Furnishing Pornographic Material to Minors; ~~Section 573.035, RSMo., Promoting Child Pornography In The Second Degree; or Section 573.037, RSMo., Possession Of Child Pornography;~~ or

b. Any offense in any other State or foreign country or under Federal, tribal or military jurisdiction which, if committed in this State, would be a violation listed in this Section;

shall not serve as an athletic coach, manager or athletic trainer for any sports team in which a child less than seventeen (17) years of age is a member.

Note – such conduct may constitute a felony under State law.

(Reference Sections 566.149, 566.150, 566.151, 566.153, 566.155 RSMo.)

SECTION 4: A new section 210.487, Registered Sexual Offender, Halloween- related Activities, shall be added to read as follows:

Any person first required to register as a sexual offender under sections 589.400 to 589.425 RSMo. since 2008 shall be required on October thirty-first of each year to:

(1) Avoid all Halloween-related contact with children;

BILL NO. 5329

ORDINANCE No. _____

(2) Remain inside his or her residence between the hours of 5 p.m. and 10:30 p.m. unless required to be elsewhere for just cause, including but not limited to employment or medical emergencies;

(3) Post a sign at his or her residence stating, "No candy or treats at this residence"; and

(4) Leave all outside residential lighting off during the evening hours after 5 p.m.

(Reference Section 589.426 RSMo.)

SECTION 5: This ordinance shall take effect in accordance with the provisions of section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: August 2, 2011

TO: Mark Perkins, City Administrator

FROM: Chief Glenn Eidman

SUBJECT: City Ordinance Updates

The attached ordinances are reflective of changes from current state statutes that require the current ordinances to be amended or replaced.

- 1) Chapter 210, changes in order to be compliant with House Bill 294 regarding weapons and firearms offenses.
- 2) Update Chapter 210 regarding Sexual Offenses to be consistent with the state statute as well as addressing court opinions prohibiting retroactive imposition of additional penalties for such conduct.
- 3) Updating the traffic code in reference to the traffic regulations. This ordinance would bring us in compliance with changes in the state statute.
- 4) Defining the ordinance and giving the Municipal Court and Judge the authority to make use of a public or private probation program of the Court's choice if such program or programs are available for the referral of defendants for any of the following purposes: To conduct a pre-sentence investigation and prepare a report thereof for the Court; to enroll the defendant in a counseling program or short-term educational or treatment program appropriate to the offense for which the defendant has been charged; to supervise defendants placed on probation by the Court, to include electronic home detention, remote alcohol monitoring, or ignition interlock device; to administer community service programs; and for such other purposes as the Municipal Judge may direct.

All ordinances have been reviewed and prepared by Mr. Carl Lumley for the consideration of the City Council.

**AN ORDINANCE AMENDING CHAPTER 210 ARTICLE VI OF THE CODE OF
ORDINANCES OF THE CITY OF CREVE COEUR, REGARDING WEAPONS
AND FIREARMS OFFENSES.**

WHEREAS, the City Council has determined it to be in the best interest of the citizens of the City of Creve Coeur to update Chapter 210 Article VI of the Code of Ordinances of the City of Creve Coeur, regarding weapons and firearms offenses; and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, ST. LOUIS, MISSOURI THAT:

SECTION 1. A new Section 210.265 is hereby adopted and Sections 210.250, 210.255, 210.260, 210.280, and 210.283 are hereby amended to read as follows:

SECTION 210.250: WEAPONS -- CARRYING CONCEALED -- OTHER UNLAWFUL USE

A. A person commits the offense of unlawful use of weapons if he/she knowingly:

1. Carries concealed upon or about his/her person a knife, a firearm, a blackjack or any other weapon readily capable of lethal use;
2. Sets a spring gun;
3. Discharges or shoots a firearm within the City limits;*
4. Exhibits, in the presence of one (1) or more persons, any weapon readily capable of lethal use in an angry or threatening manner;
5. ~~Has Possesses~~ a firearm or projectile weapon readily capable of lethal use on his or her person while intoxicated and handles or uses such firearm or projectile weapon in either a negligent or unlawful manner or discharges it other than in self-defense;
6. Openly carries a firearm or any other weapon readily capable of lethal use within the City limits;
7. Carries a firearm, whether loaded or unloaded, or any other weapon readily capable of lethal use into any school, onto any school bus, or onto the premises of any function or activity sponsored or sanctioned by school officials or the district school board.

B. Subparagraphs (1), ~~(3), (4)~~, (6) and (7) of Subsection (A) of this Section shall not apply to the persons described in this subsection, regardless of whether such uses are reasonably

associated with or are necessary to the fulfillment of such person's official duties except as otherwise provided in this subsection. Subdivisions (3) and (4) of Subsection (A) of this Section shall not apply to or affect any of the following persons when such uses are reasonably associated with or necessary to the fulfillment of such person's official duties, except as otherwise provided in this subsection:

1. All State, County and Municipal Peace Officers who have completed the training required by the Police Officer Standards and Training Commission pursuant to Sections 590.030 to 590.050, RSMo., and possessing the duty and power of arrest for violation of the general criminal laws of the State or for violation of ordinances of Counties or Municipalities of the State, whether such officers are on or off duty, and whether such officers are within or outside of the law enforcement agency's jurisdiction, or all qualified retired Peace Officers, as defined in Subsection (~~1149~~) of Section 571.030, RSMo., and who carry the identification defined in Subsection (~~1244~~) of Section 571.030, RSMo., or any person summoned by such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

2. Wardens, superintendents and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime;

3. Members of the Armed Forces or National Guard while performing their official duty;

4. Those persons vested by Article V, Section 1 of the Constitution of Missouri with the judicial power of the State and those persons vested by Article III of the Constitution of the United States with the judicial power of the United States, the members of the Federal judiciary;

5. Any person whose bona fide duty is to execute process, civil or criminal;

6. Any Federal Probation Officer or Federal Flight Deck Officer as defined under the Federal Flight Deck Officer Program, 49 U.S.C. Section 44921 regardless of whether such officers are on duty or within the law enforcement agency's jurisdiction;

7. Any State Probation or Parole Officer, including supervisors and members of the Board of Probation and Parole;

8. Any corporate security advisor meeting the definition and fulfilling the requirements of the regulations established by the Board of Police Commissioners under Section 84.340, RSMo.; and

9. Any coroner, deputy coroner, medical examiner or assistant medical examiner;

10. Any prosecuting attorney or assistant prosecuting attorney or any circuit attorney or assistant circuit attorney who has completed the firearms safety training course required under subsection 2 of section 571.111 RSMo; and

11. Any member of a fire department or fire protection district, who is employed on a full-time basis as a fire investigator and who has a valid concealed carry endorsement under section 571.111 RSMo. when such uses are reasonably associated with or are necessary to the fulfillment of such person's official duties.-

C. Subparagraphs (1), (5), (6) and (7) of Subsection (A) of this Section do not apply when the actor is transporting such weapons in a non-functioning state or in an unloaded state when ammunition is not readily accessible or when such weapons are not readily accessible. Subparagraph (1) of Subsection (A) of this Section does not apply to any person twenty-one (21) years of age or older transporting a concealable firearm in the passenger compartment of a motor vehicle, so long as such concealable firearm is otherwise lawfully possessed, nor when the actor is also in possession of an exposed firearm or projectile weapon for the lawful pursuit of game, or is in his/her dwelling unit or upon premises over which the actor has possession, authority or control, or is traveling in a continuous journey peaceably through this State. Subparagraph (7) of Subsection (A) of this Section does not apply if the firearm is otherwise lawfully possessed by a person while traversing school premises for the purposes of transporting a student to or from school, or possessed by an adult for the purposes of facilitation of a school-sanctioned firearm-related event or club event.

D. Subparagraphs (1), (6) and (7) of Subsection (A) of this Section shall not apply to any person who has a valid concealed carry endorsement issued pursuant to Sections 571.101 to 571.121, RSMo., or a valid permit or endorsement to carry concealed firearms issued by another State or political subdivision of another State.

E. Subparagraphs (3), (4), (5), (6) and (7) of Subsection (A) of this Section shall not apply to persons who are engaged in a lawful act of defense pursuant to Section 563.031, RSMo.

F. Nothing in this Section shall make it unlawful for a student to actually participate in school-sanctioned gun safety courses, student military or ROTC courses, or other school-sponsored or club-sponsored firearm-related events, provided the student does not carry a firearm or other weapon readily capable of lethal use into any school, onto any school bus, or onto the premises of any other function or activity sponsored or sanctioned by school officials or the district school board.

Note--Under certain circumstances this offense can be a felony under state law.

**State Law Reference--Section 252.243.3, RSMo., limits the discharge of firearms in certain areas known as Hunting Heritage Protection Areas, which are defined therein.*

SECTION 210.255: POSSESSION, MANUFACTURE, TRANSPORT, REPAIR, SALE OF CERTAIN WEAPONS

A. A person commits an offense if such person knowingly possesses, manufactures, transports, repairs, or sells:

1. An explosive weapon;

2. An explosive, incendiary or poison substance or material with the purpose to possess, manufacture or sell an explosive weapon;

~~3. A machine gun;~~

~~34.~~ A gas gun;

~~5. A short barreled rifle or shotgun;~~

~~6. A firearm silencer;~~

~~47.~~ A switchblade knife;

~~58.~~ A bullet or projectile which explodes or detonates upon impact because of an independent explosive charge after having been shot from a firearm; or

~~69.~~ Knuckles;~~:- Or~~

7. Any of the following in violation of federal law:

(a) a machine gun;

(b) a short barreled rifle or shotgun; or

(c) a firearm silencer.

B. A person does not commit an offense under this Section if his/her conduct involved any of the items in subdivisions (1) to (6) of subsection A, the item was possessed in conformity with federal law, and the conduct:

1. Was incident to the performance of official duty by the Armed Forces, National Guard, a governmental law enforcement agency or a penal institution;

2. Was incident to engaging in a lawful commercial or business transaction with an organization enumerated in Paragraph (1) of this Subsection;

3. Was incident to using an explosive weapon in a manner reasonably related to a lawful industrial or commercial enterprise;

4. Was incident to displaying the weapon in a public museum or exhibition; or

5. Was incident to using~~dealing~~ with the weapon ~~solely as a curio, ornament, or keepsake, or to using it~~ in a manner reasonably related to a lawful dramatic performance; ~~but if the weapon is the type described in Paragraphs (1) or (4) of Subsection (A) of this Section it must be in such a non-functioning condition that it cannot readily be made operable. No barreled rifle, short-barreled shotgun, machine gun, or firearm silencer may be possessed, manufactured, transported, repaired or sold as a curio, ornament, or keepsake unless such person is an importer, manufacturer, dealer, or collector licensed by the Secretary of the Treasury pursuant to the Gun Control Act of 1968, U.S.C. Title 18, or unless such firearm is an "antique firearm" as defined in Subsection (3) of Section 571.080, RSMo., or unless such firearm has been designated a "collectors item" by the Secretary of the Treasury pursuant to the U.S.C. Title 26, Section 5845(a).~~

Note--Under certain circumstances this offense can be a felony under state law.

SECTION 210.260: DEFACING FIREARM

A person commits the offense of defacing a firearm if he/she knowingly defaces any firearm.

SECTION 210.265: FRAUDULENT PURCHASE OF FIREARM

As used in this section the following terms shall mean:

- (1) "Ammunition", any cartridge, shell, or projectile designed for use in a firearm;
- (2) "Licensed dealer", a person who is licensed under 18 U.S.C. Section 923 to engage in the business of dealing in firearms;
- (3) "Materially false information", any information that portrays an illegal transaction as legal or a legal transaction as illegal;
- (4) "Private seller", a person who sells or offers for sale any firearm, as defined in section 571.010 RSMo, or ammunition.

2. A person commits the offense of fraudulent purchase of a firearm if such person:

- (1) Knowingly solicits, persuades, encourages or entices a licensed dealer or private seller of firearms or ammunition to transfer a firearm or ammunition under circumstances which the person knows would violate the laws of this state or the United States; or
- (2) Provides to a licensed dealer or private seller of firearms or ammunition what the person knows to be materially false information with intent to deceive the dealer or seller about the legality of a transfer of a firearm or ammunition; or
- (3) Willfully procures another to violate the provisions of subdivision (1) or (2) of this subsection.

3. This section shall not apply to criminal investigations conducted by the United States Bureau of Alcohol, Tobacco, Firearms and Explosives, authorized agents of such investigations, or to a peace officer, as defined in section 542.261, acting at the explicit direction of the United States Bureau of Alcohol, Tobacco, Firearms and Explosives.

Note--Under certain circumstances this offense can be a felony under state law.

**SECTION 210.280: CARRYING CONCEALED FIREARMS PROHIBITED --
PENALTY FOR VIOLATION**

A. It shall be a violation of this Section, punishable as hereinafter provided, for any person to carry any concealed firearm into:

1. Any Police, Sheriff or Highway Patrol office or station without the consent of the Chief Law Enforcement Officer in charge of that office or station. Possession of a firearm in a vehicle

on the premises of the office or station shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

2. Within twenty-five (25) feet of any polling place on any election day. Possession of a firearm in a vehicle on the premises of the polling place shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

3. The facility of any adult or juvenile detention or correctional institution, prison or jail. Possession of a firearm in a vehicle on the premises of any adult, juvenile detention or correctional institution, prison or jail shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

4. Any courthouse solely occupied by the Circuit, Appellate or Supreme Court, or any courtrooms, administrative offices, libraries or other rooms of any such court whether or not such court solely occupies the building in question. This Subdivision shall also include, but not be limited to, any juvenile, family, drug or other court offices, any room or office wherein any of the courts or offices listed in this Subdivision are temporarily conducting any business within the jurisdiction of such courts or offices, and such other locations in such manner as may be specified by Supreme Court Rule pursuant to Subdivision (6) of this Subsection. Nothing in this Subdivision shall preclude those persons listed in [Subsection \(B\)\(1\) of Section 210.250](#) while within their jurisdiction and on duty, those persons listed in [Subsections \(B\)\(2\) and \(3\) of Section 210.250](#), or such other persons who serve in a law enforcement capacity for a court as may be specified by Supreme Court Rule pursuant to Subdivision (6) of this Subsection from carrying a concealed firearm within any of the areas described in this Subdivision. Possession of a firearm in a vehicle on the premises of any of the areas listed in this Subdivision shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

5. Any meeting of the City Council. Possession of a firearm in a vehicle on the premises shall not be ~~an-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

6. Any building owned, leased or controlled by the City of Creve Coeur identified by signs posted at the entrance to the building. This Subsection shall not apply to any building used for public housing by private persons, highways or rest areas, firing ranges, and private dwellings owned, leased or controlled by the City of Creve Coeur. Persons violating this Subsection may be denied entrance to the building, ordered to leave the building and, if employees of the City, be subjected to disciplinary measures for violation.

7. Any establishment licensed to dispense intoxicating liquor for consumption on the premises, which portion is primarily devoted to that purpose, without the consent of the owner or manager. The provisions of this Subdivision shall not apply to the licensee of said establishment. The provisions of this Subdivision shall not apply to any bona fide restaurant open to the general public having dining facilities for not less than fifty (50) persons and that receives at least fifty-one percent (51%) of its gross annual income from the dining facilities by the sale of food. This Subdivision does not prohibit the possession of a firearm in a vehicle on the premises of the establishment and shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises. Nothing in this Subdivision authorizes

any individual who has been issued a concealed carry endorsement to possess any firearm while intoxicated.

8. Any area of an airport to which access is controlled by the inspection of persons and property. Possession of a firearm in a vehicle on the premises of the airport shall not be ~~an offense~~ ~~violation~~ so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

9. Any place where the carrying of a firearm is prohibited by Federal law.

10. Any higher education institution or elementary or secondary school facility without the consent of the Governing Body of the higher education institution or a school official or the district school board. Possession of a firearm in a vehicle on the premises of any higher education institution or elementary or secondary school facility shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

11. Any portion of a building used as a child care facility without the consent of the manager. Nothing in this Subdivision shall prevent the operator of a child care facility in a family home from owning or possessing a firearm or a driver's license or non-driver's license containing a concealed carry endorsement.

12. Any riverboat gambling operation accessible by the public without the consent of the owner or manager pursuant to rules promulgated by the Gaming Commission. Possession of a firearm in a vehicle on the premises of a riverboat gambling operation shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

13. Any gated area of an amusement park. Possession of a firearm in a vehicle on the premises of the amusement park shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

14. Any church or other place of religious worship without the consent of the minister or person or persons representing the religious organization that exercises control over the place of religious worship. Possession of a firearm in a vehicle on the premises shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

15. Any private property whose owner has posted the premises as being off-limits to concealed firearms by means of one (1) or more signs displayed in a conspicuous place of a minimum size of eleven (11) inches by fourteen (14) inches with the writing thereon in letters of not less than one (1) inch. The owner, business or commercial lessee, manager of a private business enterprise, or any other organization, entity or person may prohibit persons holding a concealed carry endorsement from carrying concealed firearms on the premises and may prohibit employees, not authorized by the employer, holding a concealed carry endorsement from carrying concealed firearms on the property of the employer. If the building or the premises are open to the public, the employer of the business enterprise shall post signs on or about the premises if carrying a concealed firearm is prohibited. Possession of a firearm in a vehicle on the premises

shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises. An employer may prohibit employees or other persons holding a concealed carry endorsement from carrying a concealed firearm in vehicles owned by the employer.

16. Any sports arena or stadium with a seating capacity of five thousand (5,000) or more. Possession of a firearm in a vehicle on the premises shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

17. Any hospital accessible by the public. Possession of a firearm in a vehicle on the premises of a hospital shall not be ~~ana-criminal~~ offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

B. Any person violating any of the provisions of Subsection (A) of this Section shall be punished as follows:

1. If the violator holds a concealed carry endorsement issued pursuant to State law, the violator may be subject to denial to the premises or removal from the premises. If such person refuses to leave the premises and a Peace Officer is summoned, such person may be issued a citation for an amount not to exceed one hundred dollars (\$100.00) for the first (1st) offense. If a second (2nd) citation for a similar violation occurs within a six (6) month period, such person shall be fined an amount not to exceed two hundred dollars (\$200.00). If a third (3rd) citation for a similar violation is issued within one (1) year of the first (1st) citation such person shall be fined an amount not to exceed five hundred dollars (\$500.00). Upon conviction of charges arising from a citation issued pursuant to this Section, the court shall notify the Sheriff of the County which issued the certificate of qualification for a concealed carry endorsement and the Department of Revenue.

2. If the violator does not hold a current valid concealed carry endorsement issued pursuant to State law, upon conviction of a charge of violating this Section the defendant shall be punished as provided in [Section 100.090](#) of this Code of Ordinances.

3. Employees of the City of Creve Coeur may, in addition to any other punishment hereby, be subject to disciplinary action.

C. It shall be a violation of this Section, punishable by a citation for an amount not to exceed thirty-five dollars (\$35.00), for any person issued a concealed carry endorsement pursuant to State law to fail to carry the concealed carry endorsement at all times the person is carrying a concealed firearm, or to fail to display the concealed carry endorsement upon the request of any Peace Officer.

SECTION 210.283: DANGEROUS PROJECTILES

A. ~~Because such conduct is dangerous to the inhabitants of the City due to the population of the City, No~~ person shall throw, release, discharge or in any way propel any dangerous projectiles as defined herein upon or at any property, at any person or group of persons or at any type of animal(s).

BILL NO. 5330

ORDINANCE No _____

B. For the purpose of this Section, dangerous projectiles are identified, but not limited to projectiles shot out of:

1. Pellet rifles.
2. BB guns.
3. Slingshot or wrist rockets.
4. Bow and arrows or crossbows.
5. Blow guns.

6. Any manufactured or homemade gas or vapor ignited gun (i.e., paint gun, tube gun, potato gun, foil gun, etc.) or other pneumatic gun.

Provided, however, the foregoing provisions do not prohibit the use of pneumatic guns at approved shooting ranges.

SECTION 2. This ordinance shall take effect in accordance with the provisions of section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALY
PRESIDENT OF CITY
COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: August 2, 2011

TO: Mark Perkins, City Administrator

FROM: Chief Glenn Eidman

SUBJECT: City Ordinance Updates

The attached ordinances are reflective of changes from current state statutes that require the current ordinances to be amended or replaced.

- 1) Chapter 210, changes in order to be compliant with House Bill 294 regarding weapons and firearms offenses.
- 2) Update Chapter 210 regarding Sexual Offenses to be consistent with the state statute as well as addressing court opinions prohibiting retroactive imposition of additional penalties for such conduct.
- 3) Updating the traffic code in reference to the traffic regulations. This ordinance would bring us in compliance with changes in the state statute.
- 4) Defining the ordinance and giving the Municipal Court and Judge the authority to make use of a public or private probation program of the Court's choice if such program or programs are available for the referral of defendants for any of the following purposes: To conduct a pre-sentence investigation and prepare a report thereof for the Court; to enroll the defendant in a counseling program or short-term educational or treatment program appropriate to the offense for which the defendant has been charged; to supervise defendants placed on probation by the Court, to include electronic home detention, remote alcohol monitoring, or ignition interlock device; to administer community service programs; and for such other purposes as the Municipal Judge may direct.

All ordinances have been reviewed and prepared by Mr. Carl Lumley for the consideration of the City Council.

**AN ORDINANCE AMENDING CHAPTER 340 OF THE CODE OF
ORDINANCES OF THE CITY OF CREVE COEUR, REGARDING TRAFFIC
REGULATIONS.**

WHEREAS, the City Council has determined it to be in the best interest of the citizens of the City of Creve Coeur to update Chapter 340 of the Code of Ordinances of the City of Creve Coeur, regarding traffic regulations; and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage:

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
CREVE COEUR, ST. LOUIS, MISSOURI THAT:**

SECTION 1. A new Section 340.290 is hereby adopted as follows:

340.290.

A. As used in this section, the following terms shall mean:

(1) "Active emergency", any incident occurring on a highway, as the term "highway" is defined in section 302.010 RSMo, that requires emergency services from any emergency responder;

(2) "Active emergency zone", any area upon or around any highway, which is visibly marked by emergency responders performing work for the purpose of emergency response, and where an active emergency, or incident removal, is temporarily occurring. This area includes the lanes of highway leading up to an active emergency or incident removal, beginning within three hundred feet of visual sighting of:

(a) Appropriate signs or traffic control devices posted or placed by emergency responders; or

(b) An emergency vehicle displaying active emergency lights or signals;

(3) "Emergency responder", any law enforcement officer, paid or volunteer firefighter, first responder, emergency medical worker, tow truck operator, or other emergency personnel responding to an emergency on a highway.

B. 1. Upon the first conviction, finding of guilt, or plea of guilty by any person for a moving violation, as the term "moving violation" is defined in section 302.010

RSMo, or any offense listed in section 302.302 RSMo, other than a violation described in subsection B2, when the violation or offense occurs within an active emergency zone, the court shall assess a fine of thirty-five dollars in addition to any other fine authorized by law. Upon a second or subsequent conviction, finding of guilt, or plea of guilty, the court shall assess a fine of seventy-five dollars in addition to any other fine authorized by law.

2. Upon the first conviction, finding of guilt, or plea of guilty by any person for a speeding violation, or a passing violation under subsection C, when the violation or offense occurs within an active emergency zone and emergency responders were present in such zone at the time of the offense or violation, the court shall assess a fine of two hundred fifty dollars in addition to any other fine authorized by law. Upon a second or subsequent conviction, finding of guilt, or plea of guilty, the court shall assess a fine of three hundred dollars in addition to any other fine authorized by law. However, no person assessed an additional fine under this subsection shall also be assessed an additional fine under subsection B1.

C. The driver of a motor vehicle may not overtake or pass another motor vehicle within an active emergency zone.

D. 1. A person commits the offense of endangerment of an emergency responder for any of the following offenses when the offense occurs within an active emergency zone:

- (1) Exceeding the posted speed limit by fifteen miles per hour or more;
- (2) Passing in violation of subsection C;
- (3) Failure to stop for an active emergency zone flagman or emergency responder, or failure to obey traffic control devices erected, or personnel posted, in the active emergency zone for purposes of controlling the flow of motor vehicles through the zone;
- (4) Driving through or around an active emergency zone via any lane not clearly designated for motorists to control the flow of traffic through or around the active emergency zone;
- (5) Physically assaulting, attempting to assault, or threatening to assault an emergency responder with a motor vehicle or other instrument;
- (6) Intentionally striking, moving, or altering barrels, barriers, signs, or other devices erected to control the flow of traffic to protect emergency

responders and motorists unless the action was necessary to avoid an obstacle, an emergency, or to protect the health and safety of an occupant of the motor vehicle or of another person; or

(7) Committing any of the following offenses for which points may be assessed under section 302.302 RSMo:

(a) Leaving the scene of an accident in violation of section 577.060 RSMo;

(b) Careless and imprudent driving in violation of subsection 4 of section 304.016 RSMo;

(c) Operating without a valid license in violation of subdivision (1) or (2) of subsection 1 of section 302.020 RSMo;

(d) Operating with a suspended or revoked license;

(e) Driving while in an intoxicated condition or under the influence of controlled substances or drugs or driving with an excessive blood alcohol content;

(f) Any felony involving the use of a motor vehicle.

2. A person commits the offense of aggravated endangerment of an emergency responder upon a finding of guilt or a plea of guilty for any offense under subsection D1 when such offense results in the injury or death of an emergency responder.

3. Except for the offense established under subdivision (6) of subsection D1, no person shall be deemed to have committed the offense of endangerment of an emergency responder except when the act or omission constituting the offense occurred when one or more emergency responders were responding to an active emergency.

4. No person shall be cited for, or found guilty of, endangerment of an emergency responder or aggravated endangerment of an emergency responder, for any act or omission otherwise constituting an offense under subsection D1, if such act or omission resulted in whole or in part from mechanical failure of the person's vehicle, or from the negligence of another person or emergency responder.

SECTION 2. This ordinance shall take effect in accordance with the provisions of section 3.11(g) of the City Charter.

BILL NO. 5331

ORDINANCE No _____

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALY
COUNCIL PRESIDENT

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: August 2, 2011

TO: Mark Perkins, City Administrator

FROM: Chief Glenn Eidman

SUBJECT: City Ordinance Updates

The attached ordinances are reflective of changes from current state statutes that require the current ordinances to be amended or replaced.

- 1) Chapter 210, changes in order to be compliant with House Bill 294 regarding weapons and firearms offenses.
- 2) Update Chapter 210 regarding Sexual Offenses to be consistent with the state statute as well as addressing court opinions prohibiting retroactive imposition of additional penalties for such conduct.
- 3) Updating the traffic code in reference to the traffic regulations. This ordinance would bring us in compliance with changes in the state statute.
- 4) Defining the ordinance and giving the Municipal Court and Judge the authority to make use of a public or private probation program of the Court's choice if such program or programs are available for the referral of defendants for any of the following purposes: To conduct a pre-sentence investigation and prepare a report thereof for the Court; to enroll the defendant in a counseling program or short-term educational or treatment program appropriate to the offense for which the defendant has been charged; to supervise defendants placed on probation by the Court, to include electronic home detention, remote alcohol monitoring, or ignition interlock device; to administer community service programs; and for such other purposes as the Municipal Judge may direct.

All ordinances have been reviewed and prepared by Mr. Carl Lumley for the consideration of the City Council.

AN ORDINANCE ADOPTING AND ENACTING THE NEW ELECTRICAL, PLUMBING AND MECHANICAL CODES OF ST. LOUIS COUNTY AS THE ELECTRICAL, PLUMBING AND MECHANICAL CODES OF THE CITY OF CREVE COEUR, MISSOURI.

WHEREAS, the City of Creve Coeur, St. Louis County, Missouri is desirous of adopting new minimum requirements and standards for the installation of electrical, plumbing and mechanical equipment and systems to protect the health, safety and welfare of the citizens of Creve Coeur, St. Louis County, Missouri.

WHEREAS, copies of the proposed new codes to be adopted by reference have been filed in the City Clerk's office and available for public use, inspection and examination for a period of at least 90 days prior to adoption of this Ordinance pursuant to Section 67.280 RSMo. And notice thereof has been publicly posted.

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

SECTION 1: Section 500.390 of the City Code is hereby amended to read as follows:

Section 500.390: ELECTRICAL CODE ADOPTED

"The National Electrical Code, 2008 Edition" which was amended and adopted by the St. Louis County Council on July 14, 2010 by Ordinance No. 24,439 as the Electrical Code of St. Louis County, is hereby adopted as so amended as the Electrical Code of the City of Creve Coeur as if it were fully set out herein. Such document and County Ordinance are on file with the City Clerk.

SECTION 2: Section 500.400 of the City Code is hereby amended to read as follows:

Section 500.400: PLUMBING CODE ADOPTED

"The Uniform Plumbing Code, 2009 Edition" which was amended and adopted by the St. Louis County Council on July 14, 2010 by Ordinance No. 24,441 as the Plumbing Code of St. Louis County, is hereby adopted as so amended as the Plumbing Code of the City of Creve Coeur as if it were fully set out herein. Such document and County Ordinance are on file with the City Clerk.

SECTION 3: Section 500.410 of the City Code is hereby amended to read as follows:

SECTION 500.410: MECHANICAL CODE ADOPTED

"The International Mechanical Code, 2009 Edition" which was amended and adopted by the St. Louis County Council on July 14, 2010 by Ordinance No. 24,438 as the Mechanical Code of St. Louis County, is hereby adopted as so amended as the Mechanical Code of the City of Creve Coeur as if it were fully set out herein. Such document and County Ordinance are on file with the City Clerk.

SECTION 4: The penalties for violating the foregoing adopted codes are set forth in sections 100.090 through 100.110 of the City's Code of Ordinances, which read as follows:

SECTION 100.090 GENERAL PENALTY – CONTINUING VIOLATIONS

A. Where, by any provision of this code or any other ordinance of the City or any rule or regulation promulgated pursuant thereto, the doing or the failure to do any thing or any act is prohibited, declared to be a misdemeanor, an offense or unlawful and no other penalty or punishment is provided therefor, the same shall be punishable by a fine not to exceed one thousand dollars (\$1,000) or a jail sentence not to exceed three (3) months, or by both such fine and jail sentence unless a lesser penalty be required by law, in which the punishment shall not exceed such lesser penalty required by law, any provision of this Code or other ordinance to the contrary notwithstanding.

"Misdemeanor" shall be construed to mean a violation of any ordinance of the City.

B. Prisoners shall be discharged upon payment of fines and costs, when such are assessed and upon the service of the period of imprisonment imposed, if any is imposed.

C. Except as otherwise provided, every day any such violation shall continue shall constitute a separate offense.

SECTION 100.100: WHEN SAME OFFENSE PUNISHABLE UNDER DIFFERENT ORDINANCES, ETC.

In all cases wherein the same offense may be made punishable or shall be created by different provisions of this Code or other ordinances of the City or by different clauses or Sections of the same ordinance, the prosecuting officer may elect under which to proceed, but not more than one (1) recovery or penalty shall be had or enforced against the same person for the same offense, provided that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty or recovery being enforced or had.

SECTION 100.110: PARTIES TO AN OFFENSE

Every person who commits, attempts to commit, conspires to commit or aids or abets in the commission of any act declared herein to be unlawful or an offense or a misdemeanor, whether individually or in connection with one (1) or more other persons or as a principal, agent or accessory, shall be guilty of such unlawful act or offense or misdemeanor and every person who falsely or fraudulently, or forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty.

SECTION 5: This ordinance shall become effective pursuant to Section 3.11 (g) of the City Charter.

BILL NO. 5332

ORDINANCE NO. _____

Adopted this _____ day of _____, 2011

Tara Nealey
Council President

Approved this _____ day of _____, 2011

Harold L. Dielmann, Mayor

Attest:

Deborah Ryan
City Clerk

**CITY OF CREVE COEUR
BUILDING DIVISION**

MEMORANDUM

TO: Mark Perkins, City Administrator

CC: Paul Langdon, Director of Community Development

FROM: Steve Unser, Chief Building Official

DATE: August 3, 2011

RE: Proposed Ordinance to Adopt St. Louis County's Electrical, Plumbing and Mechanical Codes as the City of Creve Coeur's Electrical, Plumbing and Mechanical Codes.

The city contracts with St. Louis County to issue electrical, plumbing and mechanical permits and to make those subsequent inspections when this type of work is done within the City of Creve Coeur.

In order for St. Louis County to continue to fulfill their contractual obligations to the city, the city is required to adopt the same electrical, plumbing and mechanical codes as the county.

All three (3) codes and St. Louis County's adopting ordinances for all three (3) codes have been available for public use, inspection and examination since April 14, 2011. Notice thereof has been publicly posted since the same date.

One substantial change has occurred with St. Louis County's mechanical code. This code now requires RESIDENTIAL mechanical contractors (furnace and air conditioner installers) to be licensed by the county. Previously, the county had required only COMMERCIAL mechanical contractors to be licensed.

This new requirement will ensure that furnaces and air conditioners installed in Creve Coeur homes, condominiums and apartments are being installed by qualified residential mechanical contractors and not by persons of questionable credentials.

A list of licensed mechanical contractors is available on St. Louis County's website.

BILL No 5333

ORDINANCE No. _____

AN ORDINANCE AUTHORIZING THE INSTALLATION OF ONE (1) FIRE HYDRANT FOR THE LADUE COURT SUBDIVISION DEVELOPMENT LOCATED NORTH AND WEST OF THE INTERSECTION OF LINDBERGH BOULEVARD AND LADUE ROAD IN THE CITY OF CREVE COEUR, MISSOURI.

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

SECTION 1: The Missouri American Water Company, shall in accordance with the terms of franchise contract, Ordinance No. 165, between the City of Creve Coeur and the Missouri American Water Company, install one (1) public fire hydrant in the City of Creve Coeur at the following location, to-wit:

One (1) new public fire hydrant west of Ladue Court and approximately 560 feet north of the north side of Ladue Road.

SECTION 2: All of said work shall be done under the supervision of the City Council or its proper representative, and for the purpose of this ordinance, the Missouri American Water Company is hereby given permission to make all necessary excavations for the proper execution of said work.

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

ADOPTED THIS ____ DAY OF _____, 2011.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

Cross Development of Mo

1609 Prospect Village Dr.
Lake Saint Louis, Mo. 63367
Phone 636-300-1010

RECEIVED

AUG 03 2011

PLANNING DEPT.

August 3, 2011

Paul Langdon
City of Creve Coeur
300 N. New Ballas Rd
Creve Coeur, Mo. 63141

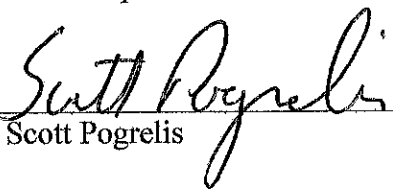
Dear Paul,

We would like to request an ordinance passed for the installation of a new fire hydrant at our project known as Ladue Court. The new hydrant will be located in the culdasic of Ladue Ct. approximately 560 feet north of Ladue rd. The fire district has approved this as well as Mo. American Water. This ordinance is required by Mo. American and must be obtained prior to any construction of new water main. All other approvals are in place and construction has already started on the project. In order to not delay construction that has access blocked to an existing unit on the site, we would also respectfully request that this be read twice at the next meeting so that it can be passed and forwarded to the water company.

Thanks for your time and consideration of this matter.

Sincerely,
Cross Development of Mo

By:


Scott Pogrelis

RESOLUTION NO. 974

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR TO ENTER INTO A RETAINER AGREEMENT WITH CURTIS, HEINZ, GARRETT & O'KEEFE, P.C., KOREIN TILLERY, LLC, JOHN F. MULLIGAN, JR. AND HOWARD PAPERNE AS SPECIAL COUNSEL IN CONNECTION WITH CLAIMS AGAINST UNION ELECTRIC COMPANY D/B/A AMEREN UE AND/OR AMEREN MISSOURI.

WHEREAS, the City of Creve Couer desires to enter into a Retainer Agreement with Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr. and Howard Paperner as special counsel;

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

SECTION 1 – The Retainer Agreement between the City of Creve Couer, Missouri, in the form 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 Retainer 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 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.

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

ADOPTED THIS _____ day of _____, 2011.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

RETAINER AGREEMENT

The City of _____, Missouri (hereinafter "The City") hereby retains Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner as Special Counsel to assist it in investigating the books and records of Union Electric Company d/b/a AmerenUE and/or Ameren Missouri, including any parent companies, subsidiaries, officers, directors or affiliates (hereinafter "Companies"), for compliance with its business license, utility, and occupational tax ordinances, franchise agreements, street lighting agreements, utility tariffs, and similar ordinances, agreements and tariffs, including, but not limited to, any matters related to pole counts and pole rentals, and pursuing any claims, accountings, tax enforcement actions, "tax protest" suits or compulsory counterclaims relating thereto. The City understands that Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner will provide representation pursuant to a Co-Counsel Agreement, a copy of which is attached hereto.

Aside from the foregoing, The City understands that no other claims, lawsuits or matters involving The City are covered by this Retainer Agreement. Further, The City understands that it shall be responsible for immediately notifying Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner if it becomes aware of additional claims and causes of action against any of the Companies, and that Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner shall have the authority to, but are not obligated to, pursue such additional claims identified by the City or by them at their sole discretion.

Notwithstanding the hiring of Special Counsel, the City expressly retains ultimate decision-making authority and responsibility for the accounting(s), investigation(s), case(s) and matters covered by this Agreement.

ATTORNEYS' FEES/COSTS

Except as set forth below (under TERMINATION), The City understands that it will not be required to pay any attorneys' fees to Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner other than through a deduction for the payment of fees from any recoveries obtained on behalf of The City.

The City and other municipalities executing this form of Agreement (and/or a certified class of municipalities) agree that, except as limited herein, Special Counsel shall be entitled to 25% of all back taxes, prospective taxes, fees, benefits, refunds, credits, savings and sums recovered by or on behalf of The City and such other municipalities individually, collectively, or as part of a class. Special Counsel shall be entitled to such attorneys' fees regardless of whether such recovery is a result of an accounting, settlement, litigation, legislation, voluntary payment, credit, refund, adjustment, offset, reduction in future charges, or some other method or source.

In the case of prospective relief, discussed above, attorneys' fees will be based upon the amount of all taxes, fees, benefits, refunds, credits, savings and sums, regardless of character, recovered by The City and other municipalities executing this form of Agreement (and/or a certified class

of municipalities) during or for the first five years of such prospective relief, and Special Counsel will not seek, petition for, or attempt to collect attorneys' fees based upon relief obtained beyond those first five years, unless The City or another municipality enters into an arrangement that defers future recoveries beyond the first five years, in which case Special Counsel reserve the right to seek, petition for, or attempt to collect attorneys' fees based on a full five (5) years of prospective relief. In the case of prospective relief, fees shall be due when each tax, fee, benefit, refund, credit, savings and sum, regardless of character, actually accrues to or is received by The City.

The City further agrees that Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner may divide any attorneys' fees obtained as part of any recoveries pursuant to the provisions of the Co-Counsel Agreement.

The City understands that Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner may have to pay certain costs in order to properly represent The City in these matters. These costs may include, but not be limited to, filing fees, fees for service of process and subpoenas, expert witness fees, consultant fees, accountant and auditor fees, data processing fees, stenographer fees, computer research fees, computer programming fees, travel and lodging expenses, copying charges, settlement administration fees, notice costs, and all other charges associated with an accounting, investigation, litigation and/or settlement. Whenever possible, counsel will try to get the Companies to pay for these costs. If Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner cannot obtain payment of costs from the Companies and The City obtains a recovery, The City agrees to repay Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner, jointly and severally with any other participating municipalities, for all costs incurred from the money it receives. The City further understands that it may not impose a requirement to incur costs that the attorneys believe is unreasonable unless it is willing to advance and pay those costs itself. The City also understands that it alone is responsible for paying any fines, penalties, judgments, awards or damages assessed against it.

SETTLEMENT

No individual (i.e., non-class action) settlement of The City's claim(s) will be made without The City's approval.

CLIENT RESPONSIBILITIES

The City agrees to make full and honest disclosures to Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner of all facts relevant to these matters, including any new facts that may arise during the course of the accounting(s), investigation(s) and claim(s). The City further agrees to notify Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner within ten (10) days if it retains or employs additional counsel to monitor, participate in, negotiate, or provide legal services in connection with the City's claim(s), or otherwise engages counsel to act upon any of the matters covered by this Agreement.

As a client of Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner, The City understands that it has the responsibility to keep Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner informed of any significant changes in its circumstances. The City will promptly inform Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner if it should receive any settlement offers, documents or other communications directly from the Companies, their attorneys, or any third-parties in regard to these matters. The City understands that, as its counsel, Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner are to participate in all such communications with regard to these matters, and that they are the only counsel authorized to negotiate or act on its behalf with regard to these matters. The City understands that as a result of the contingency fee arrangement described herein, Special Counsel has a lien upon any and all amounts owed by the Companies to The City.

The City also understands that its employees and representatives may have to appear in court, to attend depositions, to produce documents and/or to provide information, and it will assist and cooperate with Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner to the fullest extent possible in their representation of The City’s interests in these matters.

The City also understands that its claim(s) may be certified as a class action and that in making any decisions concerning the claim(s), Special Counsel and The City must consider, in addition to The City’s own interests, the interests of the class(es) if The City is named as a representative. In the event The City enters into a settlement of a class action(s) with the Companies, or any of them, that is not recommended by Special Counsel, or withholds support from or otherwise objects to a class action settlement that is recommended by Special Counsel, The City recognizes that Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner reserve the right to withdraw as counsel if they believe the terms of the proposed settlement do not adequately address the interests and claims of the putative or certified class(es), or the actions of the City undermine, interfere with or otherwise prevent a class action settlement believed to be fair and reasonable by Special Counsel. Special Counsel is hereby authorized and may seek to remove or to prevent The City from serving as a representative of the putative or certified class(es) in such circumstances.

COUNSEL RESPONSIBILITIES

Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner agree to handle The City’s accounting(s), investigation(s) and claim(s), including any tax enforcement actions, “tax protest” suits or compulsory counterclaims relating thereto, competently and diligently, to exercise professional judgment, and to respond promptly to reasonable requests for information about the matters covered by this Agreement.

TERMINATION

The City understands that it is free at any time to discharge Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner from representing it by

a signed, written letter executed by a duly authorized City representative. However, if The City chooses to discharge Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner, any remaining counsel are under no obligation to find a replacement or to continue representation of The City. In addition, if after discharging Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner, The City thereafter obtains relief, The City agrees to pay Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner a reasonable fee based upon such recovery and the extent and value of counsels' services up to a maximum of 25% of any recovery as aforesaid for the services actually provided to The City and for all costs and expenses and fees expended and incurred by Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner on The City's behalf.

The City agrees that Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner may, upon giving advance written notice, seek to terminate their involvement in these matters for any reason, including if (a) they become frivolous, unreasonable, or groundless in their view, or (b) the facts are found to be materially and significantly different than The City has stated them, or (c) The City refuses a settlement offer that Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner consider reasonable under the circumstances and/or given the objectives of the accounting(s) or case(s), or (d) the representation of The City requires taking a position contrary to the rules of professional conduct, or (e) The City employs counsel who interferes in, disagrees with, does not defer to, or obstructs the handling of these matters by Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner, or (f) The City otherwise fails to cooperate with Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner in any manner whatsoever. If Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner terminate their involvement under any of these circumstances, The City agrees that they retain the right to recover their costs and a reasonable fee for their services from The City.

PUBLICITY

These cases are of public interest. The City understands that Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and/or Howard Paperner may make recommendations to it concerning such publicity. Based on the public need to know the law and the facts of its accounting(s), investigation(s) and case(s), The City agrees to reasonably cooperate with such efforts.

MISCELLANEOUS

The City recognizes that no result has been guaranteed by Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., or Howard Paperner and that this Retainer Agreement is not based upon any such promise or anticipated result. The City further acknowledges that it is exclusively responsible for all personal liability, or potential liability, awarded against it by a court as part of a claim, counterclaim or tax protest suit and that, by undertaking to represent The City pursuant to this Retainer Agreement, Curtis, Heinz, Garrett &

O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner assume none of The City’s joint and/or individual liability.

This Agreement constitutes the entire agreement between the parties with regard to the subject matters contained herein, and all prior and contemporaneous negotiations and understandings between the parties shall be deemed merged into the Agreement. No waiver, modification or amendment of the terms of this Agreement shall be valid or binding unless in writing, signed by all parties, and then only to the extent set forth in such written waiver, modification or amendment, and subject to any required Court approval.

The parties may execute this Agreement in counterparts and execution in one or more counterparts shall have the same force and effect as if all parties had signed the same instrument. If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

This Agreement shall be governed by and construed according to the laws of the State of Missouri, regardless of any contrary choice-of-law provisions.

THE CITY OF _____,
MISSOURI, By And Through Its
Authorized Representative

CARL LUMLEY, President, By And On
Behalf Of Curtis, Heinz, Garrett & O’Keefe,
P.C.

STEVE TILLERY, By And On
Behalf Of Korein Tillery, LLC

JOHN F. MULLIGAN, JR.

HOWARD PAPERNE

[Date]

Re

Dear:

This letter constitutes the Co-Counsel Agreement between Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner relating to the representation of the municipalities identified in Retainer Agreements to be executed in the form attached hereto (collectively “The Municipalities” or “The Cities”) and the putative class(es) regarding their proposed and/or pending claims involving Union Electric Company d/b/a AmerenUE and/or Ameren Missouri, including its parent companies, subsidiaries, officers, directors or affiliates (collectively “The Defendants”), for compliance with business license, utility, and occupational tax ordinances, franchise agreements, street lighting agreements, utility tariffs, and similar ordinances, agreements and tariffs, including, but not limited to, any matters related to pole counts and pole rentals, and any claims, accountings, tax enforcement actions, “tax protest” suits or compulsory counterclaims relating thereto.

Aside from the foregoing, no other legal claims, lawsuits or matters involving The Cities are covered by this co-counseling arrangement. In the event that counsel become aware of other potential claims and causes of action during the course of their representation of The Cities’ interests, then Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner shall have the right to, but are not obligated to, pursue those additional claims at their sole discretion. If Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner decide to pursue such additional claims, they agree to do so on the same terms as set forth herein.

Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner will share responsibility for the preparation and presentation of these cases, although Korein Tillery, LLC is expected to carry on the day-to-day activities of the litigation. Because of their direct, existing relationships with The Municipalities, Curtis, Heinz, Garrett & O’Keefe, P.C., John F. Mulligan, Jr., and Howard Paperner will serve as Lead Special Counsel. Korein Tillery, LLC will serve as Associate Special Counsel.

Korein Tillery, LLC will keep Curtis, Heinz, Garrett & O’Keefe, P.C., John F. Mulligan, Jr. and Howard Paperner advised at all times as to the status of the work performed by, or on behalf of, it (and vice versa). Curtis, Heinz, Garrett & O’Keefe, P.C., John F. Mulligan, Jr., and Howard Paperner will be primarily responsible for advising The Municipalities on the progress of their case(s). Korein Tillery, LLC will communicate with The Municipalities only as requested by Lead Special Counsel or in response to direct inquiries received from The Municipalities or as may be necessary to prosecute this litigation.

Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr., and Howard Paperner reserve the right to have their attorneys’ fees and litigation expenses paid out of any recoveries by The Cities. In recognition of the division of responsibility and labor in representing The Municipalities, Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC,

John F. Mulligan, Jr. and Howard Paperner have agreed that, unless otherwise ordered by a court, attorneys' fees will be divided between us on the basis of 20% for Curtis, Heinz, Garrett & O'Keefe, P.C., 60% for Korein Tillery, LLC, 15% for John F. Mulligan, Jr., and 5% for Howard Paperner. There shall be no division of legal fees and expenses incurred prior to the date of execution of this Agreement.

In the event that the amount of the attorneys' fees and expenses are disputed by The Defendants, or any third-parties, Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr. and Howard Paperner will each submit their respective fee applications to the court. Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr. and Howard Paperner will at all times endeavor to ensure that there is no unreasonable duplication of work performed.

Litigation costs and expenses will be reimbursed pursuant to the terms of the Retainer Agreement(s). As between Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr. and Howard Paperner, Korein Tillery, LLC will be responsible for costs and expenses as they are incurred, and it shall have the right to full reimbursement of its costs and expenses out of any recoveries obtained in these matters prior to a division of fees.

Korein Tillery, LLC reserves the right to terminate this Agreement and to seek withdrawal of representation of The Cities and the putative class(es) if Curtis, Heinz, Garrett & O'Keefe, P.C., John F. Mulligan, Jr. and/or Howard Paperner do not honor the terms reached herein or for any just reason as permitted or required by the Missouri Rules of Professional Conduct or as permitted by law. Steve Tillery will provide you with advance notice of Korein Tillery, LLC's decision to seek withdrawal prior to any filing with the court. Korein Tillery, LLC also retains the right to seek reimbursement of attorneys' fees and expenses from any recoveries for all work performed prior to the termination of the Agreement or withdrawal. Curtis, Heinz, Garrett & O'Keefe, P.C., John F. Mulligan, Jr. and Howard Paperner shall have the same rights to terminate this Agreement in the event that Korein Tillery, LLC or other counsel fails to honor its terms, and they shall have the same rights as Korein Tillery, LLC under this paragraph.

If it is subsequently decided by Curtis, Heinz, Garrett & O'Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr. and Howard Paperner that additional counsel should be brought into the case(s) to assist in the representation of The Municipalities and the putative class(es), this Agreement will be revised, via addendum, to reflect any new arrangements that are negotiated.

Finally, Curtis, Heinz, Garrett & O'Keefe, P.C., John F. Mulligan, Jr. and Howard Paperner understand that Korein Tillery, LLC will require The Municipalities and any other named class representatives to sign Retainer Agreements with Korein Tillery, LLC, in the form attached hereto. Curtis, Heinz, Garrett & O'Keefe, P.C., John F. Mulligan, Jr. and Howard Paperner agree that they will be primarily responsible for obtaining signatures on the Retainer Agreements from such cities as are willing and in such numbers as are deemed necessary by all parties hereto. In the event that a separate legal action or defense of a counterclaim becomes necessary as part of the litigation of The Municipalities' claims (other than representation in connection with any accountings, tax enforcement actions, "tax protest" suits or compulsory

counterclaims arising out of the same underlying facts and circumstances), Curtis, Heinz, Garrett & O’Keefe, P.C., Korein Tillery, LLC, John F. Mulligan, Jr. and Howard Paperner will have the right to determine whether to provide The Municipalities with legal representation in any such ancillary case or cases.

If this letter accurately represents your understanding of our Agreement, please execute a copy on the line provided and return it to Steve Tillery. We look forward to working with you on these matters.

Steve Tillery, on behalf
of Korein Tillery, LLC

Date

Carl Lumley, President, on
behalf of Curtis, Heinz, Garrett
& O’Keefe, P.C.

Date

John F. Mulligan, Jr.

Date

Howard Paperner

Date

RESOLUTION NO. 975

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT INCREASE OF \$151,834.15 WITH FORD ASPHALT COMPANY, INC. FOR THE 2011 ASPHALT PAVEMENT RESURFACING PROJECT.

WHEREAS, it is necessary to resurface asphalt roadway pavement in order to maintain the quality of life expected by the community;

WHEREAS, the City provides safe public rights of way for its commercial and residential communities;

WHEREAS, the 2011 Asphalt Pavement Resurfacing Project was competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, the City Council of the City of Creve Coeur approved funding for the 2011 Asphalt Pavement Resurfacing Project through Council Resolution 971 on June 27, 2011;

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

Section 1. The Contract change order between **Ford Asphalt Company, Inc.** and the City, attached hereto as "Change Order #1," with a **sum of one-hundred-fifty-one thousand, eight hundred, and thirty-four dollars and fifteen cents (\$ 151,834.15)**, is hereby approved and the execution is hereby authorized. The Contract change order as executed shall be in substantially the form of "Change Order #1," 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 8th day of August, 2011.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan, MRCC
City Clerk

CHANGE ORDER #1**2011 ASPHALT PAVEMENT RESURFACING PROJECT
CITY OF CREVE COEUR, MISSOURI**Date of Issuance: August 9, 2011 Effective Date: August 9, 2011Contractor: Ford Asphalt Company, Inc.

The City hereby directs the Contractor to make the following changes to the Contract Documents.

Description of Change: The change in the Work involves the addition of several streets not originally included in the contract.

Reason for Change Order: Low bid prices have allowed for expansion of the scope of work.

Attachments: 1. Department of Public Works Memorandum dated Aug. 3, 2011.
2. Creve Coeur City Council Resolution XXX authorizing increasing the scope of work for this change order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 260,648.72</u>	Original Contract Times Substantial Completion: <u>60 days</u> (days or dates)
Net changes from previous Change Orders (Number 0 to Number 0): <u>\$ 0.00</u>	Net changes from previous Change Orders (Number 0 to Number 0): <u>0 days</u> (days or dates)
Contract Price Prior to this Change Order: <u>\$ 260,648.72</u>	Contract Times prior to this Change Order: Substantial Completion: <u>60 days</u> (days or dates)
Net increase/(decrease) of this Change Order: <u>\$ 151,834.15</u>	Net increase/(decrease) of this Change Order: <u>0 days</u> (days or dates)
Contract Price with all approved Change Orders: <u>\$ 412,482.87</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>60 days</u> (days or dates)

RECOMMENDED:**APPROVED:****ACCEPTED:**By: _____
DIRECTOR OF PUBLIC WORKS
(Authorized Signature)By: _____
CITY ADMINISTRATOR
(Authorized Signature)By: _____
CONTRACTOR
(Authorized Signature)



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: August 3, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommended Increase in Scope of Work
2011 Concrete Pavement Replacement Project
2011 Asphalt Pavement Resurfacing Project

The City received good bid prices for both of the referenced projects related to the 2011 roadway maintenance program, and bids for both of the referenced projects were below the estimated costs. City staff was also presented with the need to adjust the scope of work according to utility work. These factors combined to allow City staff to explore the available options to allocate the remaining roadway budget to improve the streets in Creve Coeur. This memorandum describes in detail the resulting recommendation from City staff.

Old Ballas Road Update

City staff has been informed by Missouri American Water Company that the planned water main replacement under Old Ballas Road between Olive Boulevard and Olde Cabin Road has been postponed. Considering the acceptable pavement condition of this section of Old Ballas Road and the fact that Missouri American Water will eventually replace the water main, City staff has removed the resurfacing of this section of Old Ballas Road from the referenced asphalt project.

This section of Old Ballas Road represented a significant portion of the original project proposal, as indicated below, and City staff and the asphalt resurfacing contractor have agreed to adjust the resurfacing scope to include the second half of the Ladue Meadows subdivision as a replacement for this work. (The original contract included half of the Ladue Meadows subdivision; now all of this subdivision will be completed with this contract.)

The remaining portion of Old Ballas Road, which runs east from New Ballas Road to Olde Cabin Road, will be resurfaced as originally planned.

Proposed Scope of Work Increase

City staff has reviewed the City's various roadway repair and improvement needs and has developed a significant expansion of the scopes of work for the current concrete and asphalt resurfacing projects. In general, the streets that are proposed to be added to these projects were identified as probable future projects during the presentation of the current pavement maintenance program to the City Council in April 2011. Those streets listed below that were not identified as future projects have localized pavement failures that require attention as soon as possible.

City staff recommends that the current pavement maintenance program be expanded to include work as described below:

1. Ladue Meadows Drive. Half of this subdivision was originally included as part of both the asphalt resurfacing and concrete projects. The work on Ladue Meadows Drive involves removal of the asphalt paving surface, extensive concrete pavement repairs, and the installation of a new asphalt driving surface. The current proposal would expand the resurfacing and concrete replacement work to include the entire subdivision.
2. Mosley Road. City staff has identified several areas of Mosley Road that have failed and require immediate attention, and the City's Public Works crews had planned to excavate these areas and replace them with full-depth patches. Unfortunately, even though these patches would fix the pavement failures, a series of patches would not fix the uneven ride for motorists using Mosley Road. The current proposal for Mosley Road is to have the asphalt contractor remove the top few inches of the asphalt pavement in areas needing repairs, allow time for the City's crews to perform the patching, and then have the asphalt contractor install a new driving surface over the patched areas. This will improve the pavement and ride quality of Mosley Road in these areas. It must be stressed, however, that this work fixes only some of the worst areas of Mosley Road, and a roadway reconstruction project will likely be necessary in the future.
3. Mosley Acres Lane. This cul-de-sac street is made of a concrete base with an asphalt overlay and is in poor condition. The current proposal would be to remove the asphalt driving surface, perform significant concrete pavement repairs, and to install a new asphalt driving surface. The current proposal also includes the reduction and formalization of the cul-de-sac island in an effort to reduce the on-going problem of truck tires damaging the current island.
4. Paget Drive, Woodfield Drive, and Gateway Drive. These three streets are located in the light-industrial district in the northeast corner of Creve Coeur. All three of the streets are in generally poor condition and are proposed to be resurfaced.
5. Graeser Road. A short section of Graeser Road south of Rondelay Drive has been patched extensively and is now proposed to be overlaid with asphalt. The work on Graeser will be minimal, as the City has pursued a grant for the resurfacing of the entire street.
6. Sona Lane and New Salem Drive. Two sections on Sona Lane and one section of New Salem Drive have failed and need to be replaced. Each of these streets consists of a concrete base with an asphalt driving surface, so repairs will involve concrete base replacement and asphalt overlay.
7. Lake School Park Parking Lot. The Lake School Park parking lot has deteriorated to the extent that some sort of resurfacing is necessary. The proposal is to include an asphalt overlay, new asphalt curbing, and new parking lot striping into the asphalt project. The City's Public Works crews have patched the most deteriorated sections of the parking lot and will provide pavement and curb removal support in an effort to limit costs for this work.
8. Sidewalk and Curbing Work. City staff is aware of various locations around the City where the curbing and sidewalks have deteriorated and replacements are warranted. The current proposal includes additional quantities of several curbing and sidewalk items to begin to address these needs. This project will likely be the beginning of a multi-year focused effort to address failed curb and sidewalk throughout the City.

The cost of these scope-of-work increases and adjustments is summarized below. For the sake of space, the 2011 Asphalt Pavement Resurfacing Project has been abbreviated as “Asphalt Project” and the 2011 Concrete Pavement Replacement Project has been abbreviated as “Concrete Project.” A quantity and cost breakdown for this proposal is attached for reference.

Street	Asphalt Project	Concrete Project	Street Subtotal
Original Contract	\$ 260,648.72	\$ 442,016.75	\$ 702,665.47
Old Ballas Removal.....	(\$57,198.23).....	**\$ 0.00**.....	(\$57,198.23)
Ladue Meadows	\$ 37,444.24.....	\$ 25,060.00.....	\$ 62,504.24
Mosley Road.....	\$ 21,851.85.....	\$ 0.00.....	\$ 21,851.85
Mosley Acres Lane.....	\$ 34,366.00.....	\$ 28,760.50.....	\$ 63,126.50
Paget Drive	\$ 16,234.40.....	\$ 905.00.....	\$ 17,139.40
Woodfield Drive.....	\$ 22,498.91.....	\$ 905.00.....	\$ 23,403.91
Gateway Drive.....	\$ 38,385.38.....	\$ 5,300.00.....	\$ 43,685.38
Graeser Road	\$ 5,257.25.....	\$ 0.00.....	\$ 5,257.25
Sona Lane	\$ 1,259.50.....	\$ 9,143.25.....	\$ 10,402.75
New Salem Drive	\$ 1,139.00.....	\$ 3,757.50.....	\$ 4,896.50
Lake School Park.....	\$ 28,745.85.....	\$ 0.00.....	\$ 28,745.85
Sidewalk and Curbs.....	\$ 0.00.....	\$ 24,105.00.....	\$ 24,105.00
Program totals:	\$ 412,482.87	\$ 539,953.00	\$ 952,435.87

*** The \$ 5,415.00 originally intended for the section of Old Ballas Road that was removed will be used for similar work on the various other concrete streets in the 2011 Concrete Pavement Replacement Project.*

Proposal Summary

The current proposal is to increase the 2011 Asphalt Pavement Resurfacing Project from \$260,648.72 to \$ 412,482.87, an increase of \$ 151,834.15 or approximately 58.3%.

The current proposal would also increase the 2011 Concrete Pavement Replacement Project from \$ 442,016.75 to \$ 539,953.00, an increase of \$ 97,936.25 or approximately 22.2%.

Pavement Maintenance Program and Fiscal Year Impacts

City staff presented the planned pavement maintenance program for the 2012 fiscal year (July 2011 through June 2012) to the City Council on April 11, 2011. As part of this presentation, City staff indicated that a micro-surfacing project was planned for June 2012. City staff recommends that this planned micro-surfacing project be postponed by one or two months, to July or August 2012. This scheduling change would not only maintain a micro-surfacing project in the summer of 2012, but it would also move the funding of the project into the 2013 fiscal year, thus freeing approximately \$150,000.00 from the 2012 fiscal year budget.

The proposed asphalt resurfacing project increase would use the funding originally intended for the 2012 micro-surfacing project. A micro-surfacing project would still be performed in 2012, but it would be postponed so to be in the 2013 fiscal year.

The changes described herein for the 2011 Concrete Pavement Replacement Project would be made within the current budget for concrete pavement repairs and would not significantly impact the construction schedule of the current contract for these services.

2012 Fiscal Year Summary

The scope of the current proposal has been set to remain within the FY2012 budget. Funding for asphalt and concrete work has been allocated through the FY2012 Capital Improvements Fund, and the current proposal compares to the budget, as summarized below:

Account 02-61-71-9510-12601: Street Improvements – Asphalt

Budget:	\$ 560,000.00
Original Contract:	\$ 260,648.72
Current Proposal:	\$ 151,834.15
Total Proposed Contract:	\$ 412,482.87

Account 02-61-71-9510-12602: Street Improvements – Concrete

Budget:	\$ 540,000.00
Original Contract:	\$ 442,016.75
Current Proposal:	\$ 97,936.25
Total Proposed Contract:	\$ 539,953.00

To date, no significant charges have been made to either of the capital improvement accounts impacted by this proposal. Funding will still be available in the asphalt account for the City's planned patching on Mosley Road, the typical preparation work associated with the micro-surfacing projects, and other asphalt work that becomes necessary.

Recommendation

City staff recognizes that the current proposal represents a significant increase for both projects. However, City staff also believes that the current contracts for these projects involve low construction costs with contractors who have done excellent work for the City in the past. City staff seeks to use this situation to the City's advantage to address recognized street repair needs with the current contracts.

As indicated above, most of the streets included with the current proposal involve both projects. It would be impossible to implement the proposed increase to only one of the projects. Therefore, City staff recommends that the current proposal be approved in its entirety or not at all.

Attachments: Existing and proposed program maps

Quantity and cost breakdown



Legend

- Project Roadways
■ Proposed Project Expansion (Roadway)
■ Proposed Project Expansion (Curbing)
■ Other Roadways

Proposed Expansion of Contract Scope of Work
2011 Roadway Maintenance Program
Creve Coeur, Missouri

2011 Asphalt Pavement Resurfacing Project				Original Bid		Old Ballas Road (North/South) Removed		Second Half of Ladue Meadows Subdivision		Resulting Base Bid		Mosley Road		Paget Drive		Woodfield Drive		Gateway Drive		Mosley Acres Lane		Graeser Road		Sona Lane		New Salem Drive		Lake School Park Parking Lot Overlay		TOTAL Proposed Asphalt Program			
Item No.	Bid Item	Unit	Unit Price	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount				
109500A	SOFT SOILS FORCE ACCOUNT	\$	\$ 1.00	3,000	\$ 3,000.00	0	\$ -	0	\$ -	3,000	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,000	\$ 3,000.00		
402001A	PAVEMENT MILLING	SY	\$ 1.95	20,735	\$ 40,433.25	(4879)	\$ (9,514.05)	3,623	\$ 7,064.85	19,479	\$ 37,984.05	2,023	\$ 3,944.85	1,105	\$ 2,154.75	1,532	\$ 2,987.40	3,151	\$ 6,144.45	3,075	\$ 5,996.25	105	\$ 204.75	0	\$ -	0	\$ -	0	\$ -	30,470	\$ 59,416.50		
403001A	GEOSYNTHETIC INTERLAYER - SYSTEM A	SY	\$ 1.92	9,358	\$ 17,967.36	(4879)	\$ (9,367.68)	0	\$ -	4,479	\$ 8,599.68	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,130	\$ 4,089.60	6,609	\$ 12,689.28		
403002A	GEOSYNTHETIC INTERLAYER - SYSTEM C	SY	\$ 3.18	11,377	\$ 36,178.86	0	\$ -	3,623	\$ 11,521.14	15,000	\$ 47,700.00	0	\$ -	1,105	\$ 3,513.90	1,532	\$ 4,871.76	3,151	\$ 10,020.18	3,075	\$ 9,778.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	23,863	\$ 75,884.34		
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	\$ 60.25	2,101	\$ 126,585.25	(562)	\$ (33,860.50)	313	\$ 18,858.25	1,852	\$ 111,583.00	233	\$ 14,038.25	143	\$ 8,615.75	199	\$ 11,989.75	363	\$ 21,870.75	265	\$ 15,966.25	60	\$ 3,615.00	18	\$ 1,084.50	16	\$ 964.00	245	\$ 14,761.25	3,394	\$ 204,488.50		
407001	TACK COAT	GAL	\$ 8.75	0	\$ -	0	\$ -	0	\$ -	0	\$ -	170	\$ 1,487.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	70	\$ 612.50	20	\$ 175.00	20	\$ 175.00	0	\$ -	280	\$ 2,450.00		
604201A	ADJUST MANHOLE TO GRADE	EA	\$ 1.00	19	\$ 19.00	(6)	\$ (6.00)	0	\$ -	13	\$ 13.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	13	\$ 13.00		
604205A	REBUILD MANHOLE	VLF	\$ 100.00	25	\$ 2,500.00	0	\$ -	0	\$ -	25	\$ 2,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	25	\$ 2,500.00		
609200A	VERTICAL ASPHALT CURB	LF	\$ 17.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	410	\$ 6,970.00	410	\$ 6,970.00		
613500A	PARTIAL-DEPTH PATCH REPAIR	SY	\$ 30.00	200	\$ 6,000.00	0	\$ -	0	\$ -	200	\$ 6,000.00	0	\$ -	30	\$ 900.00	30	\$ 900.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	260	\$ 7,800.00
613550A	FULL-DEPTH PATCH REPAIR	SY	\$ 35.00	100	\$ 3,500.00	0	\$ -	0	\$ -	100	\$ 3,500.00	0	\$ -	30	\$ 1,050.00	50	\$ 1,750.00	10	\$ 350.00	75	\$ 2,625.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	265	\$ 9,275.00		
619000A	MOBILIZATION - MILLING	LS	\$ 1,850.00	1	\$ 1,850.00	1	\$ 1,850.00	0	\$ -	2	\$ 3,700.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 3,700.00		
619001A	MOBILIZATION - PAVING	LS	\$ 9,100.00	1	\$ 9,100.00	0	\$ -	0	\$ -	1	\$ 9,100.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 9,100.00		
621110A	4" WHITE EPOXY PAVEMENT MARKINGS	LF	\$ 0.75	320	\$ 240.00	(100)	\$ (75.00)	0	\$ -	220	\$ 165.00	75	\$ 56.25	0	\$ -	0	\$ -	0	\$ -	0	\$ -	550	\$ 412.50	0	\$ -	0	\$ -	0	\$ -	845	\$ 633.75		
621120A	4" YELLOW EPOXY PAVEMENT MARKINGS	LF	\$ 0.75	8,100	\$ 6,075.00	(3230)	\$ (2,422.50)	0	\$ -	4,870	\$ 3,652.50	2,400	\$ 1,800.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	550	\$ 412.50	0	\$ -	0	\$ -	1,100	\$ 825.00	8,920	\$ 6,690.00		
621130A	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS, AND LEGENDS	SF	\$ 10.50	395	\$ 4,147.50	(110)	\$ (1,155.00)	0	\$ -	285	\$ 2,992.50	50	\$ 525.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	200	\$ 2,100.00	535	\$ 5,617.50		
622000A	TEMPORARY PAVEMENT MARKINGS	LF	\$ 0.55	4,050	\$ 2,227.50	(1450)	\$ (797.50)	0	\$ -	2,600	\$ 1,430.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,600	\$ 1,430.00		
904001	VEHICLE LOOP DETECTOR	LF	\$ 13.75	60	\$ 825.00	0	\$ -	0	\$ -	60	\$ 825.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	60	\$ 825.00		
ASPHALT PROGRAM BID ITEMS SUBTOTAL:				\$ 260,648.72		\$ (55,348.23)		\$ 37,444.24		\$ 242,744.73		\$ 21,851.85		\$ 16,234.40		\$ 22,498.91		\$ 38,385.38		\$ 34,366.00		\$ 5,257.25		\$ 1,259.50		\$ 1,139.00		\$ 28,745.85		\$ 412,482.87			

2011 Concrete Pavement Replacement Project				Original Bid		Old Ballas Road (North/South) Removed		Second Half of Ladue Meadows Added		Resulting Base Bid		Mosley Road		Paget Drive		Woodfield Drive		Gateway Drive		Mosley Acres Lane		Graeser Road		Sona Lane		New Salem Drive (in addition to original)		Sidewalk and Curbing (Various Locations)		TOTAL Concrete Program			
Item No.	Bid Item	Unit	Unit Price	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		
109500A	SOFT SOILS FORCE ACCOUNT	\$	\$ 1.00	5,000	\$ 5,000.00	0	\$ -	0	\$ -	5,000	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5,000	\$ 5,000.00		
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	\$ 40.65	7,295	\$ 296,541.75	0	\$ -	0	\$ -	7,295	\$ 296,541.75	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	7,295	\$ 296,541.75		
502002A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (HIGH EARLY)	SY	\$ 41.75	1,000	\$ 41,750.00	0	\$ -	560	\$ 23,380.00	1,560	\$ 65,130.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	650	\$ 27,137.50	0	\$ -	219	\$ 9,143.25	90	\$ 3,757.50	0	\$ -	2,519	\$ 105,168.25		
604201A	ADJUST MANHOLE TO GRADE	EA	\$ 100.00	5	\$ 500.00	0	\$ -	0	\$ -	5	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 300.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 800.00		
604205A	REBUILD MANHOLE	VLF	\$ 30.00	20	\$ 600.00	0	\$ -	0	\$ -	20	\$ 600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20	\$ 600.00		
608001A	CONCRETE SIDEWALK	SY	\$ 38.50	230	\$ 8,855.00	(50)	\$ (1,925.00)	0	\$ -	230	\$ 8,855.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	250	\$ 9,625.00	480	\$ 18,480.00		
608010A	CONCRETE SIDEWALK RAMP	SY	\$ 42.00	620	\$ 26,040.00	(40)	\$ (1,680.00)	40	\$ 1,680.00	660	\$ 27,720.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	660	\$ 27,720.00		
608100A	CONCRETE APPROACH	SY	\$ 41.00	55	\$ 2,255.00	0	\$ -	0	\$ -	55	\$ 2,255.00	0	\$ -	0	\$ -	0	\$ -	40	\$ 1,640.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	95	\$ 3,895.00		
609101A	ROLLED CURB & GUTTER (VARIOUS WIDTHS)	LF	\$ 18.10	1,250	\$ 22,625.00	(100)	\$ (1,810.00)	0	\$ -	1,250	\$ 22,625.00	0	\$ -	50	\$ 905.00	50	\$ 905.00	150	\$ 2,715.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	400	\$ 7,240.00	1,900	\$ 34,390.00
609105A	ROLLED CURB & GUTTER WITH ASPHALT OVERLAY (VARIOUS WIDTHS)	LF	\$ 18.10	1,500	\$ 27,150.00	0	\$ -	0	\$ -	1,500	\$ 27,150.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	400	\$ 7,240.00	1,900	\$ 34,390.00
609110A	VERTICAL CURB AND GUTTER (VARIOUS WIDTHS)	LF	\$ 21.00	200	\$ 4,200.00	0	\$ -	0	\$ -	200	\$ 4,200.00	0	\$ -	0	\$ -	0	\$ -	45	\$ 945.00	63	\$ 1,323.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	308	\$ 6,468.00		
609115A	VERTICAL CURB (DOWELED ON)	LF	\$ 10.00	200	\$ 2,000.00	0	\$ -	0	\$ -	200	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	200	\$ 2,000.00		
619000A	MOBILIZATION	LS	\$ 4,500.00	1	\$ 4,500.00	0	\$ -	0	\$ -	1	\$ 4,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 4,500.00		
CONCRETE PROGRAM BID ITEMS SUBTOTAL:				\$ 442,016.75		\$ (5,415.00)		\$ 25,060.00		\$ 467,076.75		\$ -		\$ 905.00		\$ 905.00		\$ 5,300.00		\$ 28,760.50		\$ -		\$ 9,143.25		\$ 3,757.50		\$ 24,105.00		\$ 539,953.00			
				(Reappropriated)																													

TOTAL (ASPHALT SUBTOTAL + CONCRETE SUBTOTAL):				Original Bids	Old Ballas Road (North/South) Removed	Second Half of Ladue Meadows Added	Resulting Base Bids	Mosley Road	Paget Drive	Woodfield Drive	Gateway Drive	Mosley Acres Lane	Graeser Road	Sona Lane	New Salem Drive		TOTAL
				\$ 702,665.47	\$ (60,763.23)	\$ 62,504.24	\$ 709,821.48	\$ 21,851.85	\$ 17,139.40	\$ 23,403.91	\$ 43,685.38	\$ 63,126.50	\$ 5,257.25	\$ 10,402.75	\$ 4,896.50		\$ 952,435.87

RESOLUTION NO. 976

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT INCREASE OF \$97,936.25 WITH M&H CONCRETE CONTRACTORS, INC. FOR THE 2011 CONCRETE PAVEMENT REPLACEMENT PROJECT.

WHEREAS, it is necessary to replace concrete street pavement, curbs, and sidewalks in order to maintain the quality of life expected by the community;

WHEREAS, the City provides safe public rights of way for its commercial and residential communities;

WHEREAS, the 2011 Concrete Pavement Replacement Project was competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, the City Council of the City of Creve Coeur approved funding for the 2011 Concrete Pavement Replacement Project through Council Resolution 970 on June 27, 2011;

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

Section 1. The Contract change order between **M & H Concrete Contractors, Inc.** and the City, attached hereto as "Change Order #1," with a **sum of ninety-seven thousand, nine hundred, and thirty-six dollars and twenty-five cents (\$97,936.25)**, is hereby approved and the execution is hereby authorized. The Contract change order as executed shall be in substantially the form of "Change Order #1," 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 8th day of August, 2011.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan, MRCC
City Clerk

CHANGE ORDER #1**2011 CONCRETE PAVEMENT REPLACEMENT PROJECT
CITY OF CREVE COEUR, MISSOURI**Date of Issuance: August 9, 2011 Effective Date: August 9, 2011Contractor: M&H Concrete Contractors, Inc.

The City hereby directs the Contractor to make the following changes to the Contract Documents.

Description of Change: The change in the Work involves the addition of several streets not originally included in the contract.

Reason for Change Order: Low bid prices have allowed for expansion of the scope of work.

Attachments: 1. Department of Public Works Memorandum dated Aug. 3, 2011.
2. Creve Coeur City Council Resolution XXX that authorizes increasing the scope of work for this change order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 442,016.75</u>	Original Contract Times Substantial Completion: <u>150 days</u> (days or dates)
Net changes from previous Change Orders (Number 0 to Number 0): <u>\$ 0.00</u>	Net changes from previous Change Orders (Number 0 to Number 0): <u>0 days</u> (days or dates)
Contract Price Prior to this Change Order: <u>\$ 442,016.75</u>	Contract Times prior to this Change Order: Substantial Completion: <u>150 days</u> (days or dates)
Net increase/(decrease) of this Change Order: <u>\$ 97,936.25</u>	Net increase/(decrease) of this Change Order: <u>0 days</u> (days or dates)
Contract Price with all approved Change Orders: <u>\$ 539,953.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>150 days</u> (days or dates)

RECOMMENDED:**APPROVED:****ACCEPTED:**

By: _____
DIRECTOR OF PUBLIC WORKS
(Authorized Signature)

By: _____
CITY ADMINISTRATOR
(Authorized Signature)

By: _____
CONTRACTOR
(Authorized Signature)



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: August 3, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommended Increase in Scope of Work
2011 Concrete Pavement Replacement Project
2011 Asphalt Pavement Resurfacing Project

The City received good bid prices for both of the referenced projects related to the 2011 roadway maintenance program, and bids for both of the referenced projects were below the estimated costs. City staff was also presented with the need to adjust the scope of work according to utility work. These factors combined to allow City staff to explore the available options to allocate the remaining roadway budget to improve the streets in Creve Coeur. This memorandum describes in detail the resulting recommendation from City staff.

Old Ballas Road Update

City staff has been informed by Missouri American Water Company that the planned water main replacement under Old Ballas Road between Olive Boulevard and Olde Cabin Road has been postponed. Considering the acceptable pavement condition of this section of Old Ballas Road and the fact that Missouri American Water will eventually replace the water main, City staff has removed the resurfacing of this section of Old Ballas Road from the referenced asphalt project.

This section of Old Ballas Road represented a significant portion of the original project proposal, as indicated below, and City staff and the asphalt resurfacing contractor have agreed to adjust the resurfacing scope to include the second half of the Ladue Meadows subdivision as a replacement for this work. (The original contract included half of the Ladue Meadows subdivision; now all of this subdivision will be completed with this contract.)

The remaining portion of Old Ballas Road, which runs east from New Ballas Road to Olde Cabin Road, will be resurfaced as originally planned.

Proposed Scope of Work Increase

City staff has reviewed the City's various roadway repair and improvement needs and has developed a significant expansion of the scopes of work for the current concrete and asphalt resurfacing projects. In general, the streets that are proposed to be added to these projects were identified as probable future projects during the presentation of the current pavement maintenance program to the City Council in April 2011. Those streets listed below that were not identified as future projects have localized pavement failures that require attention as soon as possible.

City staff recommends that the current pavement maintenance program be expanded to include work as described below:

1. Ladue Meadows Drive. Half of this subdivision was originally included as part of both the asphalt resurfacing and concrete projects. The work on Ladue Meadows Drive involves removal of the asphalt paving surface, extensive concrete pavement repairs, and the installation of a new asphalt driving surface. The current proposal would expand the resurfacing and concrete replacement work to include the entire subdivision.
2. Mosley Road. City staff has identified several areas of Mosley Road that have failed and require immediate attention, and the City's Public Works crews had planned to excavate these areas and replace them with full-depth patches. Unfortunately, even though these patches would fix the pavement failures, a series of patches would not fix the uneven ride for motorists using Mosley Road. The current proposal for Mosley Road is to have the asphalt contractor remove the top few inches of the asphalt pavement in areas needing repairs, allow time for the City's crews to perform the patching, and then have the asphalt contractor install a new driving surface over the patched areas. This will improve the pavement and ride quality of Mosley Road in these areas. It must be stressed, however, that this work fixes only some of the worst areas of Mosley Road, and a roadway reconstruction project will likely be necessary in the future.
3. Mosley Acres Lane. This cul-de-sac street is made of a concrete base with an asphalt overlay and is in poor condition. The current proposal would be to remove the asphalt driving surface, perform significant concrete pavement repairs, and to install a new asphalt driving surface. The current proposal also includes the reduction and formalization of the cul-de-sac island in an effort to reduce the on-going problem of truck tires damaging the current island.
4. Paget Drive, Woodfield Drive, and Gateway Drive. These three streets are located in the light-industrial district in the northeast corner of Creve Coeur. All three of the streets are in generally poor condition and are proposed to be resurfaced.
5. Graeser Road. A short section of Graeser Road south of Rondelay Drive has been patched extensively and is now proposed to be overlaid with asphalt. The work on Graeser will be minimal, as the City has pursued a grant for the resurfacing of the entire street.
6. Sona Lane and New Salem Drive. Two sections on Sona Lane and one section of New Salem Drive have failed and need to be replaced. Each of these streets consists of a concrete base with an asphalt driving surface, so repairs will involve concrete base replacement and asphalt overlay.
7. Lake School Park Parking Lot. The Lake School Park parking lot has deteriorated to the extent that some sort of resurfacing is necessary. The proposal is to include an asphalt overlay, new asphalt curbing, and new parking lot striping into the asphalt project. The City's Public Works crews have patched the most deteriorated sections of the parking lot and will provide pavement and curb removal support in an effort to limit costs for this work.
8. Sidewalk and Curbing Work. City staff is aware of various locations around the City where the curbing and sidewalks have deteriorated and replacements are warranted. The current proposal includes additional quantities of several curbing and sidewalk items to begin to address these needs. This project will likely be the beginning of a multi-year focused effort to address failed curb and sidewalk throughout the City.

The cost of these scope-of-work increases and adjustments is summarized below. For the sake of space, the 2011 Asphalt Pavement Resurfacing Project has been abbreviated as “Asphalt Project” and the 2011 Concrete Pavement Replacement Project has been abbreviated as “Concrete Project.” A quantity and cost breakdown for this proposal is attached for reference.

Street	Asphalt Project	Concrete Project	Street Subtotal
Original Contract	\$ 260,648.72.....	\$ 442,016.75.....	\$ 702,665.47
Old Ballas Removal.....	(\$57,198.23).....	**\$ 0.00**.....	(\$57,198.23)
Ladue Meadows	\$ 37,444.24.....	\$ 25,060.00.....	\$ 62,504.24
Mosley Road.....	\$ 21,851.85.....	\$ 0.00.....	\$ 21,851.85
Mosley Acres Lane.....	\$ 34,366.00.....	\$ 28,760.50.....	\$ 63,126.50
Paget Drive	\$ 16,234.40.....	\$ 905.00.....	\$ 17,139.40
Woodfield Drive.....	\$ 22,498.91.....	\$ 905.00.....	\$ 23,403.91
Gateway Drive.....	\$ 38,385.38.....	\$ 5,300.00.....	\$ 43,685.38
Graeser Road	\$ 5,257.25.....	\$ 0.00.....	\$ 5,257.25
Sona Lane	\$ 1,259.50.....	\$ 9,143.25.....	\$ 10,402.75
New Salem Drive	\$ 1,139.00.....	\$ 3,757.50.....	\$ 4,896.50
Lake School Park.....	\$ 28,745.85.....	\$ 0.00.....	\$ 28,745.85
Sidewalk and Curbs.....	\$ 0.00.....	\$ 24,105.00.....	\$ 24,105.00
Program totals:	\$ 412,482.87	\$ 539,953.00	\$ 952,435.87

*** The \$ 5,415.00 originally intended for the section of Old Ballas Road that was removed will be used for similar work on the various other concrete streets in the 2011 Concrete Pavement Replacement Project.*

Proposal Summary

The current proposal is to increase the 2011 Asphalt Pavement Resurfacing Project from \$260,648.72 to \$ 412,482.87, an increase of \$ 151,834.15 or approximately 58.3%.

The current proposal would also increase the 2011 Concrete Pavement Replacement Project from \$ 442,016.75 to \$ 539,953.00, an increase of \$ 97,936.25 or approximately 22.2%.

Pavement Maintenance Program and Fiscal Year Impacts

City staff presented the planned pavement maintenance program for the 2012 fiscal year (July 2011 through June 2012) to the City Council on April 11, 2011. As part of this presentation, City staff indicated that a micro-surfacing project was planned for June 2012. City staff recommends that this planned micro-surfacing project be postponed by one or two months, to July or August 2012. This scheduling change would not only maintain a micro-surfacing project in the summer of 2012, but it would also move the funding of the project into the 2013 fiscal year, thus freeing approximately \$150,000.00 from the 2012 fiscal year budget.

The proposed asphalt resurfacing project increase would use the funding originally intended for the 2012 micro-surfacing project. A micro-surfacing project would still be performed in 2012, but it would be postponed so to be in the 2013 fiscal year.

The changes described herein for the 2011 Concrete Pavement Replacement Project would be made within the current budget for concrete pavement repairs and would not significantly impact the construction schedule of the current contract for these services.

2012 Fiscal Year Summary

The scope of the current proposal has been set to remain within the FY2012 budget. Funding for asphalt and concrete work has been allocated through the FY2012 Capital Improvements Fund, and the current proposal compares to the budget, as summarized below:

Account 02-61-71-9510-12601: Street Improvements – Asphalt

Budget:	\$ 560,000.00
Original Contract:	\$ 260,648.72
Current Proposal:	\$ 151,834.15
Total Proposed Contract:	\$ 412,482.87

Account 02-61-71-9510-12602: Street Improvements – Concrete

Budget:	\$ 540,000.00
Original Contract:	\$ 442,016.75
Current Proposal:	\$ 97,936.25
Total Proposed Contract:	\$ 539,953.00

To date, no significant charges have been made to either of the capital improvement accounts impacted by this proposal. Funding will still be available in the asphalt account for the City's planned patching on Mosley Road, the typical preparation work associated with the micro-surfacing projects, and other asphalt work that becomes necessary.

Recommendation

City staff recognizes that the current proposal represents a significant increase for both projects. However, City staff also believes that the current contracts for these projects involve low construction costs with contractors who have done excellent work for the City in the past. City staff seeks to use this situation to the City's advantage to address recognized street repair needs with the current contracts.

As indicated above, most of the streets included with the current proposal involve both projects. It would be impossible to implement the proposed increase to only one of the projects. Therefore, City staff recommends that the current proposal be approved in its entirety or not at all.

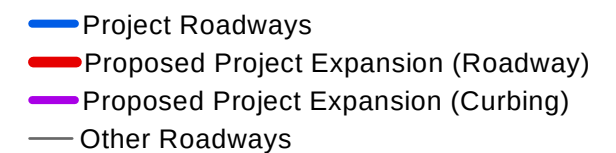
Attachments: Existing and proposed program maps

Quantity and cost breakdown



Legend

- Proposed Project Expansion
 Project Roadways
 Other Roadways



Proposed Expansion of Contract Scope of Work
2011 Roadway Maintenance Program
Creve Coeur, Missouri

2011 Asphalt Pavement Resurfacing Project				Original Bid		Old Ballas Road (North/South) Removed		Second Half of Ladue Meadows Subdivision		Resulting Base Bid		Mosley Road		Paget Drive		Woodfield Drive		Gateway Drive		Mosley Acres Lane		Graeser Road		Sona Lane		New Salem Drive		Lake School Park Parking Lot Overlay		TOTAL Proposed Asphalt Program			
Item No.	Bid Item	Unit	Unit Price	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount				
109500A	SOFT SOILS FORCE ACCOUNT	\$	\$ 1.00	3,000	\$ 3,000.00	0	\$ -	0	\$ -	3,000	\$ 3,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,000	\$ 3,000.00		
402001A	PAVEMENT MILLING	SY	\$ 1.95	20,735	\$ 40,433.25	(4879)	\$ (9,514.05)	3,623	\$ 7,064.85	19,479	\$ 37,984.05	2,023	\$ 3,944.85	1,105	\$ 2,154.75	1,532	\$ 2,987.40	3,151	\$ 6,144.45	3,075	\$ 5,996.25	105	\$ 204.75	0	\$ -	0	\$ -	0	\$ -	30,470	\$ 59,416.50		
403001A	GEOSYNTHETIC INTERLAYER - SYSTEM A	SY	\$ 1.92	9,358	\$ 17,967.36	(4879)	\$ (9,367.68)	0	\$ -	4,479	\$ 8,599.68	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,130	\$ 4,089.60	6,609	\$ 12,689.28		
403002A	GEOSYNTHETIC INTERLAYER - SYSTEM C	SY	\$ 3.18	11,377	\$ 36,178.86	0	\$ -	3,623	\$ 11,521.14	15,000	\$ 47,700.00	0	\$ -	1,105	\$ 3,513.90	1,532	\$ 4,871.76	3,151	\$ 10,020.18	3,075	\$ 9,778.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	23,863	\$ 75,884.34		
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	\$ 60.25	2,101	\$ 126,585.25	(562)	\$ (33,860.50)	313	\$ 18,858.25	1,852	\$ 111,583.00	233	\$ 14,038.25	143	\$ 8,615.75	199	\$ 11,989.75	363	\$ 21,870.75	265	\$ 15,966.25	60	\$ 3,615.00	18	\$ 1,084.50	16	\$ 964.00	245	\$ 14,761.25	3,394	\$ 204,488.50		
407001	TACK COAT	GAL	\$ 8.75	0	\$ -	0	\$ -	0	\$ -	0	\$ -	170	\$ 1,487.50	0	\$ -	0	\$ -	0	\$ -	0	\$ -	70	\$ 612.50	20	\$ 175.00	20	\$ 175.00	0	\$ -	280	\$ 2,450.00		
604201A	ADJUST MANHOLE TO GRADE	EA	\$ 1.00	19	\$ 19.00	(6)	\$ (6.00)	0	\$ -	13	\$ 13.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	13	\$ 13.00		
604205A	REBUILD MANHOLE	VLF	\$ 100.00	25	\$ 2,500.00	0	\$ -	0	\$ -	25	\$ 2,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	25	\$ 2,500.00		
609200A	VERTICAL ASPHALT CURB	LF	\$ 17.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	410	\$ 6,970.00	410	\$ 6,970.00		
613500A	PARTIAL-DEPTH PATCH REPAIR	SY	\$ 30.00	200	\$ 6,000.00	0	\$ -	0	\$ -	200	\$ 6,000.00	0	\$ -	30	\$ 900.00	30	\$ 900.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	260	\$ 7,800.00
613550A	FULL-DEPTH PATCH REPAIR	SY	\$ 35.00	100	\$ 3,500.00	0	\$ -	0	\$ -	100	\$ 3,500.00	0	\$ -	30	\$ 1,050.00	50	\$ 1,750.00	10	\$ 350.00	75	\$ 2,625.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	265	\$ 9,275.00		
619000A	MOBILIZATION - MILLING	LS	\$ 1,850.00	1	\$ 1,850.00	1	\$ 1,850.00	0	\$ -	2	\$ 3,700.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 3,700.00		
619001A	MOBILIZATION - PAVING	LS	\$ 9,100.00	1	\$ 9,100.00	0	\$ -	0	\$ -	1	\$ 9,100.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 9,100.00		
621110A	4" WHITE EPOXY PAVEMENT MARKINGS	LF	\$ 0.75	320	\$ 240.00	(100)	\$ (75.00)	0	\$ -	220	\$ 165.00	75	\$ 56.25	0	\$ -	0	\$ -	0	\$ -	0	\$ -	550	\$ 412.50	0	\$ -	0	\$ -	0	\$ -	845	\$ 633.75		
621120A	4" YELLOW EPOXY PAVEMENT MARKINGS	LF	\$ 0.75	8,100	\$ 6,075.00	(3230)	\$ (2,422.50)	0	\$ -	4,870	\$ 3,652.50	2,400	\$ 1,800.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	550	\$ 412.50	0	\$ -	0	\$ -	1,100	\$ 825.00	8,920	\$ 6,690.00		
621130A	EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS, AND LEGENDS	SF	\$ 10.50	395	\$ 4,147.50	(110)	\$ (1,155.00)	0	\$ -	285	\$ 2,992.50	50	\$ 525.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	200	\$ 2,100.00	535	\$ 5,617.50		
622000A	TEMPORARY PAVEMENT MARKINGS	LF	\$ 0.55	4,050	\$ 2,227.50	(1450)	\$ (797.50)	0	\$ -	2,600	\$ 1,430.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,600	\$ 1,430.00		
904001	VEHICLE LOOP DETECTOR	LF	\$ 13.75	60	\$ 825.00	0	\$ -	0	\$ -	60	\$ 825.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	60	\$ 825.00		
ASPHALT PROGRAM BID ITEMS SUBTOTAL:				\$ 260,648.72		\$ (55,348.23)		\$ 37,444.24		\$ 242,744.73		\$ 21,851.85		\$ 16,234.40		\$ 22,498.91		\$ 38,385.38		\$ 34,366.00		\$ 5,257.25		\$ 1,259.50		\$ 1,139.00		\$ 28,745.85		\$ 412,482.87			

2011 Concrete Pavement Replacement Project				Original Bid		Old Ballas Road (North/South) Removed		Second Half of Ladue Meadows Added		Resulting Base Bid		Mosley Road		Paget Drive		Woodfield Drive		Gateway Drive		Mosley Acres Lane		Graeser Road		Sona Lane		New Salem Drive (in addition to original)		Sidewalk and Curbing (Various Locations)		TOTAL Concrete Program			
Item No.	Bid Item	Unit	Unit Price	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		
109500A	SOFT SOILS FORCE ACCOUNT	\$	\$ 1.00	5,000	\$ 5,000.00	0	\$ -	0	\$ -	5,000	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	5,000	\$ 5,000.00		
502001A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SY	\$ 40.65	7,295	\$ 296,541.75	0	\$ -	0	\$ -	7,295	\$ 296,541.75	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	7,295	\$ 296,541.75		
502002A	CONCRETE PAVEMENT REMOVAL AND REPLACEMENT (HIGH EARLY)	SY	\$ 41.75	1,000	\$ 41,750.00	0	\$ -	560	\$ 23,380.00	1,560	\$ 65,130.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	650	\$ 27,137.50	0	\$ -	219	\$ 9,143.25	90	\$ 3,757.50	0	\$ -	2,519	\$ 105,168.25		
604201A	ADJUST MANHOLE TO GRADE	EA	\$ 100.00	5	\$ 500.00	0	\$ -	0	\$ -	5	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 300.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 800.00		
604205A	REBUILD MANHOLE	VLF	\$ 30.00	20	\$ 600.00	0	\$ -	0	\$ -	20	\$ 600.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20	\$ 600.00		
608001A	CONCRETE SIDEWALK	SY	\$ 38.50	230	\$ 8,855.00	(50)	\$ (1,925.00)	0	\$ -	230	\$ 8,855.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	250	\$ 9,625.00	480	\$ 18,480.00		
608010A	CONCRETE SIDEWALK RAMP	SY	\$ 42.00	620	\$ 26,040.00	(40)	\$ (1,680.00)	40	\$ 1,680.00	660	\$ 27,720.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	660	\$ 27,720.00		
608100A	CONCRETE APPROACH	SY	\$ 41.00	55	\$ 2,255.00	0	\$ -	0	\$ -	55	\$ 2,255.00	0	\$ -	0	\$ -	0	\$ -	40	\$ 1,640.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	95	\$ 3,895.00		
609101A	ROLLED CURB & GUTTER (VARIOUS WIDTHS)	LF	\$ 18.10	1,250	\$ 22,625.00	(100)	\$ (1,810.00)	0	\$ -	1,250	\$ 22,625.00	0	\$ -	50	\$ 905.00	50	\$ 905.00	150	\$ 2,715.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	400	\$ 7,240.00	1,900	\$ 34,390.00
609105A	ROLLED CURB & GUTTER WITH ASPHALT OVERLAY (VARIOUS WIDTHS)	LF	\$ 18.10	1,500	\$ 27,150.00	0	\$ -	0	\$ -	1,500	\$ 27,150.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	400	\$ 7,240.00	1,900	\$ 34,390.00
609110A	VERTICAL CURB AND GUTTER (VARIOUS WIDTHS)	LF	\$ 21.00	200	\$ 4,200.00	0	\$ -	0	\$ -	200	\$ 4,200.00	0	\$ -	0	\$ -	0	\$ -	45	\$ 945.00	63	\$ 1,323.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	308	\$ 6,468.00		
609115A	VERTICAL CURB (DOWELED ON)	LF	\$ 10.00	200	\$ 2,000.00	0	\$ -	0	\$ -	200	\$ 2,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	200	\$ 2,000.00		
619000A	MOBILIZATION	LS	\$ 4,500.00	1	\$ 4,500.00	0	\$ -	0	\$ -	1	\$ 4,500.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 4,500.00		
CONCRETE PROGRAM BID ITEMS SUBTOTAL:				\$ 442,016.75		\$ (5,415.00)		\$ 25,060.00		\$ 467,076.75		\$ -		\$ 905.00		\$ 905.00		\$ 5,300.00		\$ 28,760.50		\$ -		\$ 9,143.25		\$ 3,757.50		\$ 24,105.00		\$ 539,953.00			
				(Reappropriated)																													

TOTAL (ASPHALT SUBTOTAL + CONCRETE SUBTOTAL):				Original Bids	Old Ballas Road (North/South) Removed	Second Half of Ladue Meadows Added	Resulting Base Bids	Mosley Road	Paget Drive	Woodfield Drive	Gateway Drive	Mosley Acres Lane	Graeser Road	Sona Lane	New Salem Drive		TOTAL
				\$ 702,665.47	\$ (60,763.23)	\$ 62,504.24	\$ 709,821.48	\$ 21,851.85	\$ 17,139.40	\$ 23,403.91	\$ 43,685.38	\$ 63,126.50	\$ 5,257.25	\$ 10,402.75	\$ 4,896.50		\$ 952,435.87

RESOLUTION NO. 977

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH ROSCH COMPANY, LLC, FOR THE REPLACEMENT OF RETAINING WALLS AT CONWAY PARK FOR THE SUM OF \$44,699.51.

WHEREAS, it is necessary to maintain facilities in City parks; and

WHEREAS, the retaining walls at Conway Park have been identified as being in poor condition; and

WHEREAS, funding for this project is subsidized by Municipal Park Grant funding; and

WHEREAS, this project and/or these improvements have been competitively bid per the requirements, as 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 **Rosch Company, LLC**, and the City, attached hereto as "Exhibit A," with a **contract sum of forty four thousand, six hundred, ninety-nine dollars and fifty-one cents (\$ 44,699.51)**, 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 8th day of August, 2011.

Harold L. Dielmann
Mayor

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 **Rosch Company, LLC**, with offices at **406 East Wabash in O'Fallon, Missouri 63366** (hereinafter called the "Contractor") for the project identified as **Conway Park Retaining Wall Replacement Project** (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) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance Payment Bond
- 7) Construction Plans, Specifications, and Details
- 8) Construction Schedule

- 9) All Addenda and all Modifications issued after execution of this Contract
- 10) 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;
- 11) 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

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **Thirty (30)** consecutive working days from and including the date of said written notice to proceed.

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 **\$ 44,699.51** (the "Contract Sum") as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated into the Work, and ninety percent (90%) 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) Upon completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum, amended as necessary according to adjustments to the work made in compliance with Article VII of this Agreement; and

(3) Final payment within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.

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 in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, 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 shall not constitute a cause for granting an extension of time.

(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 the removal of four existing wooden retaining walls at Conway Park in the City of Creve Coeur and the construction of four modular block retaining walls to replace those that were removed. This scope of work and the items associated with it are more specifically described in the project 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 Perkins, City Administrator

(SEAL)

By _____
James Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

By: _____
"Contractor"

Printed Name

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: August 2, 2011

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation of Award
Conway Park Retaining Wall Replacement Project

The City of Creve Coeur pursued grant funding assistance from the Municipal Park Grant Commission in October 2010 for various improvements to Conway Park. The City was awarded a Municipal Parks Grant in January 2011, and City staff is coordinating several projects to implement the park improvements by the end of the 2011 construction season.

Project Discussion

The improvements to Conway Park can be grouped into three phases of the work, as follows:

Phase 1. Playground Improvements. The existing playgrounds at Conway Park are outdated and need repairs. These playgrounds are also not accessible to the handicapped. The proposed playground improvements will remove the existing playgrounds and replace them with a new, larger, and accessible playground just north of the tennis courts.

The new playground will be constructed to meet the current safety standards, and will include a rubberized safety surface similar to those at Bierne Park and Millennium Park.

Phase 2. Retaining Wall Replacement. Four wood-tie retaining walls will be replaced with longer-lasting modular block walls. These walls are located adjacent to the tennis courts and the existing playground areas.

Phase 3. Access Improvements and Picnic Areas. The final phase of the project will be to construct concrete bases for picnic areas at the locations of the existing playgrounds and to add sidewalk access to these areas and the new playground. New picnic tables will be installed as part of this phase.

The current discussion involves Phase 2 of the planned projects for Conway Park, namely, the Conway Park Retaining Wall Replacement Project.

Project Financing

This project will be completed using a combination of capital improvement funds and reimbursement through the Municipal Parks Grant. Funding is currently proposed for the

FY2012 budget for such work in account 02-61-71-9506-12301. The Municipal Parks Grant will reimburse 90% of the construction costs associated with this project.

Advertisement

The City advertised the Invitation for Bids for the subject project in the *St. Louis Countian* on July 12, 14, 19, and 21. The Invitation for Bids was also posted on the City's website, invitations to bid were sent by fax to nine companies, and a pre-bid conference was held at Conway Park to discuss the project with the potential bidders.

Bid Results

Bids for the subject project were publicly opened and read on Thursday, July 28, 2011. A total of three (3) bids were received for the project, as summarized below:

- | | |
|--|--------------|
| 1. Rosch Company, LLC. | \$ 44,699.51 |
| 2. Conoyer Brothers Landscaping, Inc. | \$ 61,487.00 |
| 3. Landesign, LLC. | \$ 72,377.50 |

A copy of the bid results is attached. No inconsistencies were found in the bids.

The lowest bid price is well below the \$61,410 originally estimated for the project in the application for the Municipal Parks Grant.

Wall Type and Color

The proposed walls will be constructed of modular concrete blocks, generally according to the style and color shown on the attached page.

Recommendation

The recommendation is to award the subject project to Rosch Company, LLC. due to their low bid for the work and positive feedback from the references provided. It is also worth noting that Rosch Company assisted with the application for the Municipal Parks Grant by providing the initial estimate for the work involved with this project.

The recommendation is to award the Conway Park Retaining Wall Replacement Project to the firm listed below for a total price of forty-four thousand, six hundred, ninety-nine dollars and fifty-one cents (\$ 44,699.51):

Rosch Company, LLC
406 East Wabash
O'Fallon, MO 63366
(636) 978-7770

Attachments: Bid Tabulation

Sample of Proposed Wall Style and Color

2011 CONWAY PARK RETAINING WALL PROJECT

Thursday, July 28th at 2:00 PM



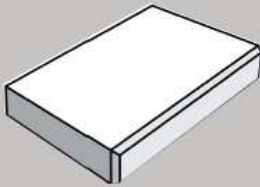
CONTRACTORS			ROSCH CO		CONOYER LANDSCAPING		LANDESIGN, LLC	
Item No.	Quantity	Item with Unit Bid Price Written in Words	Amount		Amount		Amount	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
625001A	1	WALL #1: TENNIS COURT WALL	29,054	.68	44,867	.00	49,125	.00
		at Conway Park						
		Per Lump Sum						
625002A	1	WALL #2: WALL W / STEPS BY TENNIS COURTS	7,151	.92	7,814	.00	9,825	.00
		at Conway Park						
		Per Lump Sum						
625003A	1	WALL #3: UPPER PLAYGROUND WALL	4,916	.95	4,092	.00	8,187	.50
		at Conway Park						
		Per Lump Sum						
625004A	1	WALL #4: LOWER PLAYGROUND WALL	3,575	.96	4,714	.00	5,240	.00
		at Conway Park						
		Per Lump Sum						

TOTAL BID:	\$44,699 .51	\$61,487 .00	\$72,377 .50
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CONWAY PARK RETIANING WALL REPLACEMENT PROJECT

Proposed Block Type

"Omega Straight Face" Unit (or similar)

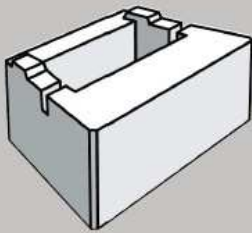


Retaining Wall Cap Unit

Dimensions: 4" H x 18" W x 12" D

Coverage/Cap = 1.5 linear ft.

Weight: 65 lbs



Omega Retaining Wall Straight Face Unit

Dimensions: 8" H x 18" W x 12" D

Face Area: 1.0 ft²

Weight: 78 lbs

CONWAY PARK RETIANING WALL REPLACEMENT PROJECT

Proposed Block Color

“Brown/Charcoal” mix (or similar)



RESOLUTION NO.

A RESOLUTION TO ADOPT A FORMAL INTERVIEW PROCESS FOR CITIZENS INTERESTED IN POSITIONS ON CERTAIN BOARDS AND COMMISSIONS FOR THE CITY OF CREVE COEUR.

WHEREAS, the City of Creve Coeur currently has fourteen standing Boards, Committees and Commissions and two ad hoc Task Forces, and

WHEREAS, Council wants to incorporate interviews into the procedures for appointment of qualified members to the Planning and Zoning Commission, Board of Adjustment, Finance Committee and the Employee Pension Board of Trustees,

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

SECTION 1: Nominating Committees shall interview eligible candidates for the Planning and Zoning Commission, Board of Adjustment, Finance Committee and the Employee Pension Board of Trustees, who are subject to appointment by the City Council, prior to deciding upon and presenting recommendations for appointments for consideration by the City Council. Nominating Committees should interview multiple applicants whenever possible and should not recommend an applicant who has not been recently interviewed.

SECTION 2: This resolution shall take effect immediately upon its adoption.

Adopted this _____ day of August, 2011.

Harold Dielmann, Mayor

Attest:

Deborah Ryan, City Clerk



Memorandum

DATE: August 3, 2011

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Fourth Quarter FY 2011 Financial Analyses

Attached are the 4th quarter 2011 results for the two major operating funds – the General Fund and the Municipal Enterprise Fund. The significant trends for the 4th quarter are as follows:

1. General Fund

a. Revenues

The revenues for 2011 were lower than those collected during 2010. However, the 2011 revenues were higher than originally anticipated. This increase is due primarily to higher electric and water gross receipt taxes and retail sales tax revenues that were higher than anticipated. Revenues were reduced in the areas of investment interest, court revenues and natural gas tax revenue. Overall General Fund revenues were around \$260,000 higher than anticipated.

b. Expenditures

Expenditures for the General Fund were higher than originally budgeted. The primary cause was additional expenditures due to increased trash and recycling fees. The 2011 budget anticipated payment of a portion of those fees by the citizens. In fact, only the Health and Welfare department was significantly in excess of their original 2011 budget. Most other departments were below their 2011 original budgets. Only the non-departmental, Court and Community Development were slightly over their budgets.

Overall, it was a very good performance by all General Fund departments.

2. Enterprise Fund

a. Revenues

Revenues were lower than anticipated in the Enterprise Fund. Both the Golf Course and Snack Bar were significantly less than anticipated. The shortfall in Golf Course revenues was due to bad weather and over budgeting for 2011. The Snack Bar shortfall was due to decreased operation of the food service, which also resulted in decreased expenditures.

The Ice Arena exceeded its anticipated 2011 Revenues. Overall Enterprise Fund revenues were significantly less than originally budgeted in 2011.

b. Expenditures

All the Enterprise Fund departments spent significantly less than originally budgeted. This was due primarily to reduction in personnel both part-time and full-time. This effort was made consciously in an attempt to offset revenue shortfalls.

Overall savings from reduced expenditures almost offset the revenue shortfall in 2011.

3. Capital Fund

a. Revenues

Sales tax revenues were higher than anticipated for 2011. Reimbursements were less than anticipated due to timing issues with grant reimbursements.

b. Expenditures

Expenditures were substantially less than originally budgeted for 2011. A number of large projects such as boiler replacement, Dautel realignment, New Ballas Road sidewalk and Conway Road improvements were not completed in 2011. All of these projects except for the North New Ballas Road sidewalk project were re-budgeted in FY2012.

4. Investments

Investment income was substantially lower than anticipated. Rates dropped substantially prior to FY2011 and have not recovered. It is anticipated that interest rates will remain low in 2012.

Summary

FY2012 was a good financial year for the City of Creve Coeur. The City's General Fund showed an operating surplus for the seventh year in a row. The immediate future for the General Fund also looks good. Due to the approval of the additional .25% sales tax last November, it appears the Fund balance will remain strong for at least the next five years.

The Enterprise Fund is however a concern especially in the Golf Course area. Revenues have steadily decreased in past years. In the past, it has usually been possible to reduce expenditures to offset declining revenues. However, as a result of the declining revenues it appears transfers from the General Fund will increase in the future. This situation will need to be closely monitored.

I would be pleased to respond to any questions.

CITY OF CREVE COEUR
Statement of Revenues and Expenditures
As of June 30, 2011
FY 2011

UNAUDITED

	ANNUAL BUDGET	ADJUSTED BUDGET	YTD ACTUAL	YTD ENCUMB	ACTUAL AS % of BUDGET	2010 4th Qtr Actual	2010 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	689,000	689,000	686,394		99.6%	608,082	100.3%
Utility Taxes	5,428,000	5,705,000	5,781,976		101.3%	6,151,967	98.1%
Intergovernmental	5,133,000	5,313,000	5,297,217		99.7%	5,018,485	99.2%
Licenses and Permits	584,550	584,550	618,616		105.8%	727,460	112.7%
Charges for Services	71,200	71,200	82,805		116.3%	94,293	144.6%
Municipal Court	1,866,000	1,866,000	1,817,716		97.4%	1,861,203	99.8%
Other Revenues	926,149	816,149	760,605		93.2%	910,620	97.1%
Transfers	148,537	148,537	59,609		40.1%	62,550	42.1%
Total Revenues	14,846,436	15,193,436	15,104,938		99.4%	15,434,660	99.0%
<u>General Fund Expenditures:</u>							
Legislative Services	362,114	353,160	312,983		88.6%	381,782	95.4%
Administrative Services	727,334	724,784	705,556		97.3%	711,023	94.7%
Non-Departmental	426,157	473,382	455,828		96.3%	398,756	93.6%
Maint. of Municipal Prop.	372,495	367,767	332,058	0	90.3%	355,845	90.5%
Municipal Court	826,279	884,611	767,281	62,500	93.8%	816,541	92.2%
Finance Department	451,571	452,636	437,641		96.7%	436,598	98.3%
Police Department	6,671,072	6,762,286	6,601,461	9,236	97.8%	6,400,628	97.9%
Park Maintenance	473,259	477,328	440,347	7,260	93.8%	467,689	90.4%
Community Services	65,598	67,005	62,423		93.2%	66,014	98.7%
Public Works - Admin.	374,082	373,138	355,977	501	95.5%	376,805	96.4%
Street Maintenance	1,721,119	1,665,634	1,551,117	27,738	94.8%	1,587,338	94.6%
Health and Welfare	863,178	1,337,950	1,321,174	331	98.8%	1,259,362	94.8%
Community Development	1,045,620	1,063,117	1,007,992	40,341	98.6%	981,915	96.1%
Annual Infrastructure Maintenance	0	0				0	0
Total Expenditures	14,379,878	15,002,798	14,351,838	147,907	96.6%	14,240,296	96.0%
Total Operating Surplus (-Deficit)	466,558	190,638	605,193			1,194,364	
Transfers To Other Funds(1)	900,000	900,000	885,000	0		495,000	
Operating Revenues Over (under) Expenditures	-433,442	(709,362)	(279,807)			699,364	

(1)- Actual Transfers- \$750,000 Capital Fund, \$135,000 Enterprise Fund

CITY OF CREVE COEUR
Statement of Revenues and Expenditures
As of June 30, 2011
FY 2011

UNAUDITED

UNAUDITED

	ANNUAL BUDGET	ADJUSTED BUDGET	YTD ACTUAL	YTD ENCUMB	ACTUAL AS % of BUDGET	2010 4th Qtr Actual	2010 Actual As % of Budget
<u>Municipal Enterprise Fund Revenues:</u>							
Golf Course	486,700	381,700	361,518		94.7%	411,417	92.2%
Food Service	71,000	60,500	54,569		90.2%	54,414	89.2%
Ice Arena	500,750	500,750	507,479		101.3%	518,684	105.8%
Other Revenues	0	0	5,173		#DIV/0!	4,462	1115.5%
Transfers-In	150,000	150,000	135,000		90.0%	95,000	79.2%
Total Revenue	1,208,450	1,092,950	1,063,739	0	97.3%	1,083,977	96.9%
<u>Municipal Enterprise Fund Expenditures:</u>							
Golf Course	574,471	533,096	499,992	0	93.8%	513,810	93.0%
Food Service	62,394	52,394	42,773	1,504	84.5%	42,531	82.4%
Ice Arena	495,920	484,520	452,923	2,680	94.0%	442,318	92.9%
Transfers	0	0	0	0	#DIV/0!	0	0.0%
Total Expenditures	1,132,785	1,070,010	995,688	4,184	93.1%	998,659	92.5%
Total Operating Surplus (-Deficit)	75,665	22,940	63,867	0		85,318	
Estimated Depreciation expense:							
Ice				204,624			
Golf				35,213			
Food Service				534			
Total Depreciation				240,371			
Annual Debt Repayment(1)	80,055	80,055	80,055	0	100.0%	75,987	
Fund Balance Adjustment				(176,504)			
Total Net Assets, July 1				2,731,095			
Total Net Assets, June 30				2,554,591			

(1) Annual Debt payment reduces cash but not Total Net Assets

6/30/2011

GENERAL FUND

Investment	Instrument	Holder	Principal	Purchase Date	Maturity Date	Interest Earning	Redeemed Principal
Commercial Paper							
Treasury	Fed	US BANK	401,375.00	5/10/2010	4/30/2012		
FHLB Bond	Fed	US BANK	524,000.00	2/4/2009	6/17/2013	10,550.00	500,000.00
FHLB Bond	Fed	US BANK	415,196.00	3/8/2010	12/13/2013	6,250.00	
FHLB Bond	Fed	US BANK	399,762.47	6/30/2010	12/30/2013	2,000.00	400,000.00
FHLB Bond	Fed	US BANK	349,475.00	4/16/2010	4/16/2014		
FHLB Bond	Fed	US BANK	502,554.99	7/30/2010	2/26/2015		
FHLB Bond	Fed	US BANK	399,500.00	9/23/2010	3/23/2015	1,000.00	400,000.00
FHLB Bond	Fed	US BANK	499,430.00	7/27/2010	7/27/2015		
Fannie Mae Bond	Fed	US BANK	402,035.20	10/26/2010	8/10/2015		
FHLB Bond	Fed	US BANK	499,625.00	5/16/2011	11/16/2015		
Freddie Mac	Fed	US BANK	399,600.00	11/24/2010	11/24/2015		
FHLB Bond	Fed	US BANK	400,000.00	12/7/2010	12/7/2015	2,000.00	
FHLB Bond	Fed	US BANK	399,300.00	12/10/2010	12/10/2015	4,000.00	
FFCB	Fed	US BANK	399,792.00	1/19/2011	1/3/2016		
FFCB	Fed	US BANK	398,875.00	2/4/2011	2/3/2016		
FHLB Bond	Fed	US BANK	399,625.00	3/23/2011	3/23/2016	2,700.00	400,000.00
FHLB Bond	Fed	US BANK	399,748.00	6/30/2011	6/30/2016		
Federal Instruments			5,467,006.19			25,800.00	1,300,000.00
Trade Funds							
MM							
Stifel							
Fifth Third Bank	CD	1stTEN	200,000.00	6/25/2010	6/25/2011	92.00	
Citizen National Bank	CD	Citi. Nat.	500,000.00	7/30/2010	7/30/2011		
Woodlands Commercial Bank	CD	1stTEN	199,620.19	9/14/2010	9/9/2011	162.78	
Everbank	CD	CDARS	236,500.00	10/7/2010	10/6/2011		
Flagstar Bank	CD	CDARS	37,221.72	10/7/2010	10/6/2011		
The Park National Bank	CD	CDARS	224,278.28	10/7/2010	10/6/2011		
GE Money Bank	CD	US BANK	95,000.00	12/18/2008	12/19/2011		
GE Capital Financial	CD	US BANK	95,000.00	12/18/2008	12/19/2011		
DMB Community Bank	CD	US BANK	95,000.00	12/31/2008	12/30/2011		
Parkway Bank and Trust	CD	US BANK	95,000.00	12/24/2008	12/27/2011		
Citizen National Bank	CD	Citi. Nat.	224,199.84	2/9/2011	2/8/2012		
The Business Bank	CD	Business Bar	303,304.51	4/15/2011	4/13/2012		
The Business Bank	CD	Business Bar	245,568.88	4/26/2011	4/26/2012	142.78	
First Republic Bank	CD	1stTEN	98,453.18	5/19/2010	5/11/2012	64.00	
VIST Bank	CD	1stTEN	148,390.76	6/10/2011	12/10/2012		
Discovery Bank	CD	US BANK	240,000.00	3/23/2011	3/24/2014		
GE Money Bank	CD	US BANK	150,000.00	5/13/2011	5/13/2014	1,847.42	
GE Capital Financial	CD	US BANK	150,000.00	5/20/2011	5/20/2014	1,847.42	
Suntrust Bank	CD	US BANK	97,000.00	5/28/2009	5/28/2014		
CIT Bank	CD	US BANK	240,000.00	6/22/2011	6/22/2015		
							FWNA
							FHLB
							402,035.20
							3,464,928.99

FHLMC
TREAS
FANMAE
FHLB
FFCB
TOTAL

0-1 years
1-2 years
2-3 years
3-4 years
4-5 years

400,000.00
401,375.00
402,035.20
3,464,928.99
798,667.00
5,467,006.19

4,338,449.19
148,390.76
1,304,671.00
839,554.99
3,798,405.20
10,429,471.14

7.32%
7.34%
7.35%
63.38%
14.61%
41.60%
1.42%
12.51%
8.05%
36.42%

3,476,537.36

1st Bank
Business Bank
CDARS
1ST TENN.
US BANK
Citi. Nat.
Commerce Bank
Nat City
MOSIP
Tradefunds
TOTAL

0.00
952688.59
500000.00
446464.13
7204006.19
1079312.23
0.00
247000.00
10,429,471.14

FREDMAC
FFCB
US TREASURY
CD's

400,000.00
798,667.00
401,375.00
4,962,464.95

7.90%
15.77%
7.92%
97.96%

mosip

10,429,471.14

10,429,471.14
5065631.19

CAPITAL IMPROVEMENT FUND

Investment	Instrument	Holder	Principal	Interest	Purchase Date	Maturity Date	Interest Earned	Redeemed Principal
MOSIPS	MM	MOSIPS		0.00%				
Bank of Oristown	CD	MOSIP	247,000.00	0.900%	11/4/2010	11/4/2011		
Ally Bank	CD	US BANK	240,000.00	1.350%	11/5/2010	11/5/2013		
Citizen National Bank	CD	Citi. Nat	355,112.39	1.000%	3/31/2011	3/30/2012		
TOTAL CAPITAL			842,112.39					

Wachovia MM Total 0.00 Wachovia Total 952,688.59

ESCROW FUND

Investment	Instrument	Holder	Principal	Interest	Purchase Date	Maturity Date	Interest Earned	Redeemed Principal
The Business Bank	CD	Business Bank	403,815.20	1.00%	7/7/2010	7/7/2011		
Aurora Bank	CD	US BANK	240,000.00	0.40%	6/29/2011	6/30/2012		
TOTAL ESCROW			643,815.20					

TIF FUND

Investment	Instrument	Holder	Principal	Interest	Purchase Date	Maturity Date	Accounting #
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TOTAL TIF 0.00

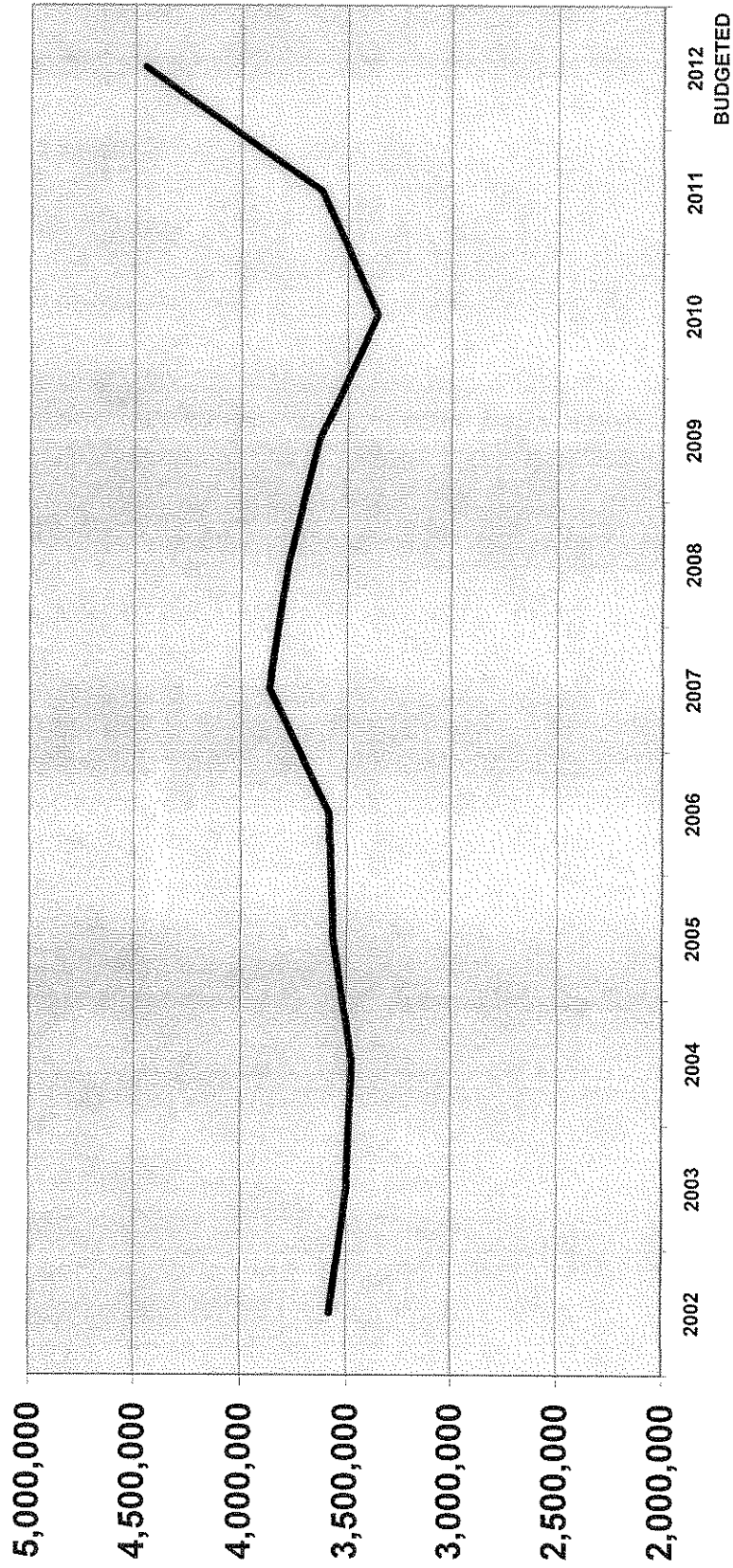
TOTAL INVESTMENTS

10,429,471.14

TOTAL INVESTMENTS

10,429,471.14

SALES TAX 2002-2012 BUDGETED





INTEROFFICE MEMORANDUM

Date: August 8, 2011

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Chicken and Pig Restrictions

The City has received multiple requests from residents in recent months to amend the Code to allow chickens to be kept within the City. Additionally, a resident has requested the City to permit domesticated pot-bellied pigs as pets. The following information is presented for the Council's consideration.

Chickens

Background.

The City has received multiple requests over the past several months to amend the Municipal Code to allow residents to keep chickens in their backyards. Like growing a backyard vegetable garden, many people view keeping chickens as an enjoyable hobby with economic, environmental (no trucking from farm to store), and health benefits. Home-grown eggs are believed to be generally healthier and better tasting than store-bought eggs.

Keeping backyard chickens appears to be growing in popularity. Neighboring cities including Clayton, Crestwood, Kirkwood, and Webster Groves currently allow residents to keep backyard chickens.

Current Code.

Prior to October 2009, the Creve Coeur Municipal Code did not prohibit backyard chickens; however, chickens and other fowl were added to the list of prohibited animals as part of the general revision to the Code in 2009. Section 205.020 of the new Code expressly states that it is unlawful to own, harbor, shelter, or possess chickens within the City limits. The same section also restricts hogs, which will be addressed later in this memo.

SECTION 205.020: RESTRICTIONS ON GOATS, HOGS, SHEEP, HORSES, MULES AND CATTLE

A. It shall be unlawful to own, harbor, shelter, keep, control, manage or possess any fowl [SECTION 205.010 defines Fowl as "chickens, ducks, geese, peacocks, and pigeons"], goat(s), hog(s) of any description, sheep, cattle or mules within the City limits.

B. No domestic fowl, goat(s), hog(s) of any description, sheep, cattle, mules or horses shall be allowed or permitted to run at large within the limits of the City. All domestic fowl, goat(s), hog(s) of any description, sheep, cattle, horses or mule(s) found running at large within the City limits shall be taken up and placed in some secure pound or pen by the Animal Control Officer and/or the Chief of Police or his/her designee. (R.O. 2008 §5-6; Ord. No. 1879 §1, 8-11-97)

It does not appear that adding chickens to the list of prohibited animals was the result of any problem or complaint that the City had experienced, and the City's code enforcement division

and Police Department do not recall any significant issues related to chickens. Likewise, City staff has contacted neighboring cities that permit backyard chickens and found those cities to report no significant issues or concerns.

Should the City decide to allow chickens, it is recommended that the Council amend Section 205.020 (A) to allow “chicken hens” and that a new paragraph be added to Section 205.020 as follows:

C. Chicken hens may be kept for private, non-commercial, and non-breeding use and must be adequately confined within a yard or other place surrounded by a wire netting or other fence sufficient to prevent their escape there from. The pen shall be maintained in a clean and wholesome manner. Any manure or other discharges from the birds shall be collected so as to prevent the spread of offensive smells or disease.

Hens are limited to parcels zoned “HE” (higher education) or “A, B, C, or D” (single family residential). Hens for lots less than 7,500 square feet or with less than 5,500 square feet of unimproved land area are prohibited. Eight (8) hens are allowed for lots 7,500 square feet or greater. An additional hen is allowed for each 2,500 additional lot square footage to a maximum number of twelve (12) hens. Areas containing any shelter, chicken coop, aviary or other outbuilding, and any appurtenances thereto must either be of level grade or graded in a direction away from the property line preventing run off to adjacent property.

Pot-Bellied Pigs

Background.

The City recently received a request from a resident to amend the Code to permit pot-bellied pigs as pets within the City. Pot-bellied pigs are smaller than standard farm pigs. Most adult pot-bellied pigs are about the size of a medium or large-breed dog, though their bodies are denser at 20 to 300 lbs. Unlike backyard chickens, which are kept for their eggs, pot-bellied pigs are typically kept strictly as pets.

According to a local veterinarian, pot-bellied pigs make good pets, but can be noisy if agitated. Pot-bellied pigs have become popular pets around the country, and many suburban municipalities have amended their ordinances to permit them. Cities that do permit pot-bellied pigs typically restrict them to less than 125 lbs. in order to distinguish them from farm pigs and mitigate the impact on neighbors.

Existing Code.

As stated above, Section 205.020 states that it shall be unlawful to own, harbor, shelter or possess “hogs of any description”, which presumably includes pot-bellied pigs.

Potential Concerns.

A survey of St. Louis County municipalities found one city (Ferguson) that currently permits pot-bellied pigs. The City of Kirkwood allows one pig on a lot of at least 5/10 of an acre (lot of 1 and 5/10 acre for two pigs, etc.). Kirkwood reported having a negative experience with a resident who had to find a new home for his 100 lb. pot-bellied pig due to complaints from neighbors about loud squealing and an unsightly mud pit in the neighbor’s backyard.

Municipal ordinances that permit pot-bellied pigs typically require a resident to be able to provide documentation of the pig’s pedigree to verify that it is a purebred pot-bellied pig.

However, it may not be possible to guarantee with certainty that a pig will not outgrow weight restrictions, which could result in enforcement challenges between a city and a resident who does not want to give up a loved pet. Along the same lines, pet pigs are sometimes abandoned by their owners when they unexpectedly grow to be much larger than anticipated.

Another issue that the City should be prepared to encounter is where to draw the line for other pet requests such as for pygmy goats or exotic animals that are currently prohibited as pets within the City.

Typical Ordinance Restrictions.

Should the City decide to amend the Code to permit pot-bellied pigs, staff recommends that the ordinance include the following restrictions typically included in the codes of other cities that permit pot-bellied pigs:

- pot-bellied pigs should be spayed/neutered
- should not exceed 125 lbs
- should be certified as purebred pot-bellied pigs
- should receive all appropriate vaccinations
- pens should be kept in rear yards only, at least 5 feet from the property line, and maintained so that no offensive odor arises

I would be happy to research or provide any additional information.



Memorandum

Date: August 2, 2011
To: Mark Perkins, City Administrator
From: Sharon Stott, Public Information Officer & Management Analyst
Re: Triennial Community Survey

The triennial community survey is scheduled for 2011 as the most recent survey occurred in 2008.

The survey data is useful in gaining feedback from citizens on city services as well as major issues facing the city. It is also useful in comparing how the city performs in addressing the resident issues from survey-to-survey. Recent surveys have provided guidance on important issues such as trash and recycling, city communications, red light cameras, community development and taxation issues. The survey also allows staff to track citizen satisfaction with city services over time, as well as data for benchmarking satisfaction levels with other cities.

Once approval is given to move forward, a Request for Proposals (RFP) will be issued to select a professional firm for this project will begin. An amount of \$15,000 has been budgeted for the survey.

The next step is to develop proposed questions for the survey instrument. Topic areas should include major issues and projects, resident satisfaction with city services and questions asked in previous years in order to benchmark the results. I've included the Executive Summary of the 2008 Warren Poll Report for your reference.

The questions are developed with input from all city departments, various city committees, commissions and City Council. The questions will be provided to the selected professional firm for input on wording, length and question order. Also included is a copy of the 2008 final survey instrument for reference.

As with previous survey, the scientific survey will include at least 400 responses to provide a margin of error of 4.9%. This sample size will provide a statistically robust analysis.

Based on previous surveys, the estimated timeline is as follows: 1) RFP process (21 days); 2) question development (21 days); 3) data collection (45 days); 4) draft report (30 days from data collection); and 5) final report (60 days from data collection).

Attachments: 2008 Warren Poll Report Executive Summary, 2008 Final Survey Instrument 2008

CREVE COEUR RESIDENT POLL: A SUMMARY REPORT

EXECUTIVE SUMMARY

The Warren Poll interviewed 603 Creve Coeur residents from October 10-20, 2008. Given the 603 interviewed, the error margin for this citizen survey is plus or minus 4% at 95% confidence.

As expected, *The Warren Poll* found that citizen demographics were virtually the same as the demographical findings for the 2005 citizen survey. That is, Creve Coeur still has a very stable and affluent citizenry with a majority of residents (58%) reporting they have lived in Creve Coeur for more than ten years, 41% saying over twenty years. Creve Coeur residents have yearly gross family incomes well above the average for other municipalities in the St. Louis metropolitan area with almost half of its residents reporting incomes of \$100,000 or more. Creve Coeur residents are slightly older with proportionately more females than males. The majority of residents (64%) live in housing units with only one or two people.

As reported in 2005, one reason people choose to live in Creve Coeur for so long is because they feel Creve Coeur is simply a nice place to live with 97.5% rating Creve Coeur as a “good” to “excellent” place to live. *The Warren Poll* found virtually the same percentage (96.5%) in its 2005 survey. Residents also expressed high praise for the overall quality of services provided by the City of Creve Coeur with 94.5% ranking the quality of services provided “good” to “excellent”. In addition, almost 93% of the Creve Coeur citizenry rated their treatment by city employees as “good” to “excellent”.

Regarding the ranking of individual city services, residents, as in the 2005 citizen poll, ranked police services the highest with 96.6% rating “police services” as “good” to “excellent”, followed the closest by the 94.4% rating for “parks and recreation”. “Building permits and inspections” did the least well in the rankings at 64.4% “good” to “excellent”, as it did in the 2005 survey with a similar score of 60.5% “good” to “excellent”.

It is easy to see from the poll results why citizens ranked “police services” so high. Not only do virtually all residents feel “safe” to very safe” from crime in Creve Coeur (99.2%), but the vast majority of citizens that have had contact with the police department, whether because of an emergency, non-emergency, or even for a traffic violation, believe that the police officers were “courteous” to “very courteous”. Residents who had contact with the police dispatchers also felt that they were “courteous” to “very courteous” (97.5%).

Poll findings, however, show that residents are fairly split over the need for photo-enforcements, although more residents support photo-enforcement cameras at intersections (57.8%) than photo-enforcement on residential streets to control traffic (49.1%). This may be because only a weak majority (57.3%) believe that there is a problem with speeding on residential streets.

Citizens rated the city newsletter very favorably with 93.6% giving the newsletter a “good” to “excellent” rating with almost 83% claiming that they read the newsletter every month. And it is interesting to note, even in the Internet Age, that the vast majority of residents (86.7%) still want to receive the city’s newsletter by mail. Given the popularity of the city newsletter, it is not surprising that ***The Warren Poll*** found that

nearly 85% of the respondents said the city does a “good” to “excellent” job in keeping residents informed.

As with the 2005 citizen survey, residents are “satisfied” to “very satisfied” with the trash service (94.6%), as well as the current recycling program (93.4%), although residents were less satisfied if they placed their trash at the curb.

Regarding the tearing down of older homes for newer, larger homes, most residents felt this represented a positive trend in Creve Coeur (68.6%). However, still a strong minority percentage (31.4%) asserted that it represented a negative trend, giving as their primary reason that the practice tended to destroy the character of the neighborhood (38.7%). Since other reasons were given as well, it would be expected that this respectable percentage of opponents could easily be very vocal against tear-downs, especially since many were quite emphatic when voicing their concerns.

“Parks and recreation” received high marks from the Creve Coeur’s citizenry and almost three-quarters of residents said that they had visited a city park in the last two years. In addition, citizens expressed very strong support for park and recreation improvements. About 90% or so were in support of developing “playground shelters”, “walking paths”, and “picnic shelters”. When residents were asked to offer their own suggestions on what they would like to see developed, a significant percentage favored building a swimming pool complex; improving or increasing the number of paths for various activities (e.g., running, biking); and creating more and improved dog parks.

When residents were asked whether they would rather see the city increase taxes to maintain the present level of city services or cut back some services, the majority of citizens (55.5%) answered that they preferred “cutting back on some city services”.

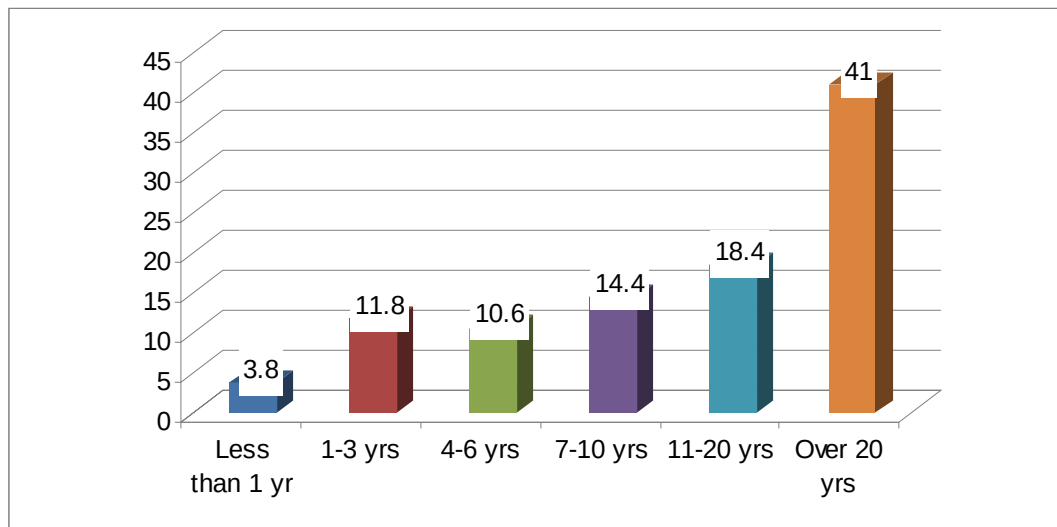
Predictably, if the city had to raise revenues, the vast majority of citizens were found to oppose an increase in property taxes with only 12.2% supporting this tax. In sharp contrast, about 63% favored increasing the business license fees, while about a quarter of the residents (25.3%) opted for increasing the trash service fee.

The overall results of this citizen poll make clear that Creve Coeur residents are extremely pleased with Creve Coeur as a place to live and with city services. City officials should be proud that citizens relate so positively to Creve Coeur and to the performance of their officials. The vast majority of citizens are also interested in supporting efforts to improve the quality of certain city services. However, at this time, probably because of the economic insecurity brought on by the recession, the majority of residents express concern over the prospect of paying more in taxes to maintain the present level of city services.

Demographical Characteristics of Creve Coeur Residents

The Warren Poll, as expected, found Creve Coeur demographics to be virtually the same for residents as in the 2005 citizen survey. That is, Creve Coeur is a very stable, affluent community with the majority of residents reporting that they have lived in Creve Coeur more than ten years (59.4%) with 41% noting that they have lived in Creve Coeur more than twenty years (See Graph 1). Residents are slightly older, more female, and a majority live in households with one to two people (64.2%). By comparison, ***The Warren Poll*** found in 2005 that 58.3% lived in Creve Coeur for more than ten years with 42% more than twenty years, while 59.3% had households of one to two people.

Graph 1: Years Living in Creve Coeur



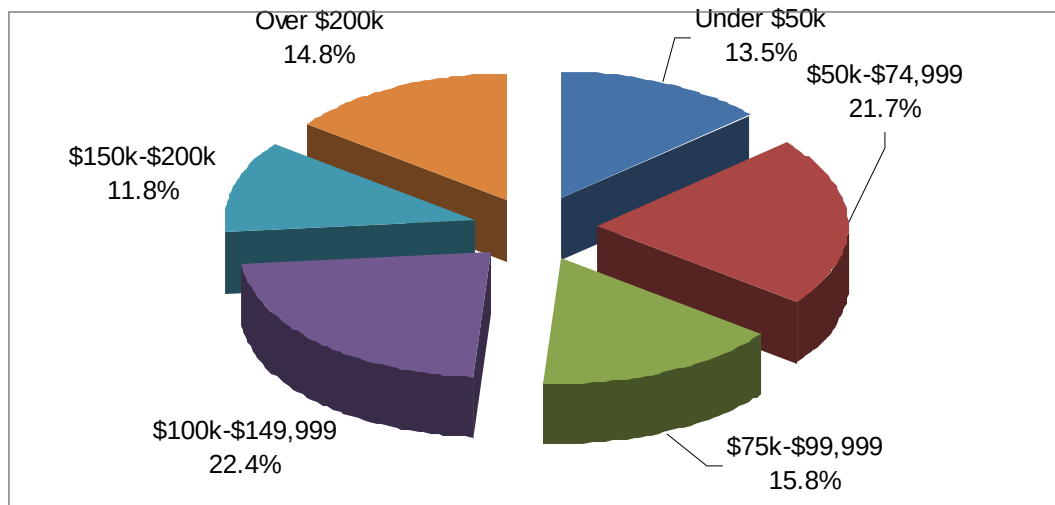
As noted in the 2005 Creve Coeur Citizen Poll Report, newer municipalities such as St. Peters, Valley Park, or even Ballwin do not report such a high percentage of long-time residents, yet older communities such as Webster Groves, Kirkwood, and Des Peres do. For example, in recent surveys, *The Warren Poll* found that 58% of Des Peres residents and 68% of Kirkwood residents had lived in their communities for over ten years with 36% having lived in Des Peres and 52% having lived in Kirkwood for over twenty years. While in a poll conducted for Ballwin, fewer residents (32%) reported having lived in Ballwin for over twenty years.

Naturally, if a large percentage of residents say that they have lived in Creve Coeur for many years, we would expect to find a more elderly population. In fact, *The Warren Poll* data reveal that three of five residents (58.6%) are between the ages of thirty and sixty-five, but with the largest percentage (42.7%) between forty-five and sixty-five years old. Similar percentages were found in the 2005 citizen poll with 63.1% between thirty and sixty-five with 45.5% between forty-five and sixty-five. These age statistics are typical for resident surveys because pollsters interview only adult residents. The fact

that those under eighteen years old constitute about 25% of the total population in the United States, according to the U.S. Census, means necessarily that the sampled population in citizen surveys represents an older population. This is particularly true for Creve Coeur since Creve Coeur housing is relatively expensive, making it difficult for younger adults to purchase homes or even rent in Creve Coeur. For the record, according to the U.S. Census, the medium age in 2007 for Creve Coeur residents is 43, while the medium for St. Louis County is 40.3 and for the U.S., 36.4. Of course, the mean age for just the 18+ population would be considerably higher.

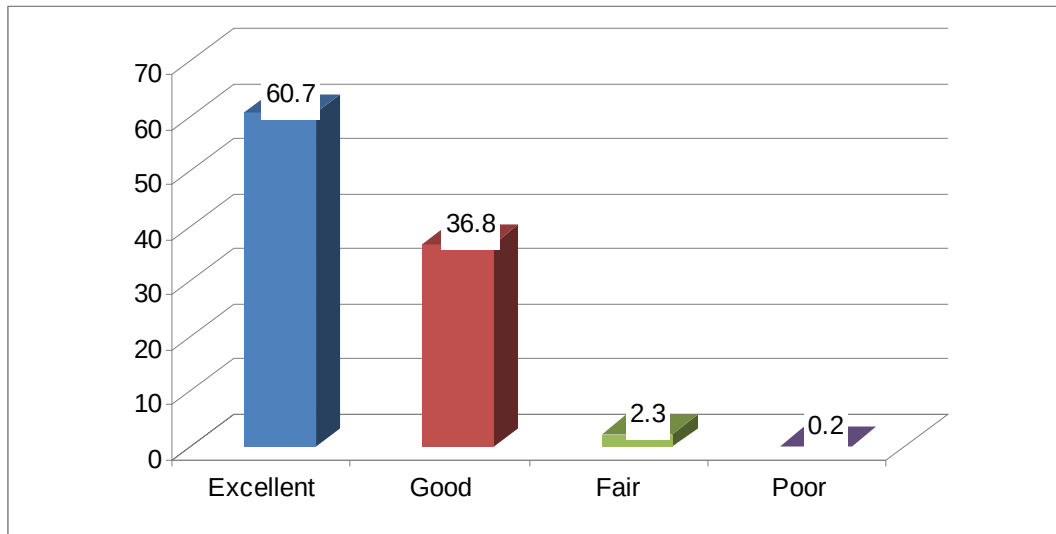
Poll findings disclose that Creve Coeur families are quite affluent, placing them far above the national average for household income and significantly higher than household incomes for St. Louis County. Almost half of the respondents (49.9%) reported household incomes of more than \$100,000, while 26.6% said they have yearly household incomes topping \$150,000 with 14.8% noting their household incomes exceed \$200,000 per year. Only 13.5% reported yearly household incomes below \$50,000 (See Graph 2). Nationally, the medium household income in 2007 was \$50,233, while for St. Louis County, \$61,173, by far the highest level of income for any county in Missouri, yet Creve Coeur's medium income was \$84,296 (up from \$75,032 in 2000).

Graph 2: Gross Yearly Household Income



The favorable attitudes Creve Coeur residents express about Creve Coeur help explain the demographical characteristics of Creve Coeur residents. That is, it is not unexpected to find residents living in a community for a long time if they perceive the community a very desirable place to live. **The Warren Poll** asked citizens: “In general, how would you rate Creve Coeur as a place to live?” Close to all respondents (97.5%) rated Creve Coeur as a “good” (36.8%) to “excellent” (60.7%) place to live (See Graph 3). And other poll findings tell why, as we shall see. For example, residents are happy with how they are treated by city personnel, very pleased with practically all city services, they feel safe from crime, and the community is quite prosperous with a variety of healthy businesses and attractive housing. To benchmark, 88% of Rockville, Maryland residents rated living in Rockville “good” to “excellent”, which ranked Rockville in the 68th percentile for this response. A 97.5% places Creve Coeur in about the highest percentile (See/google Citizen Surveys, National Research Center, Boulder Colorado, to compare Creve Coeur’s citizen survey results to 6000 citizen survey results).

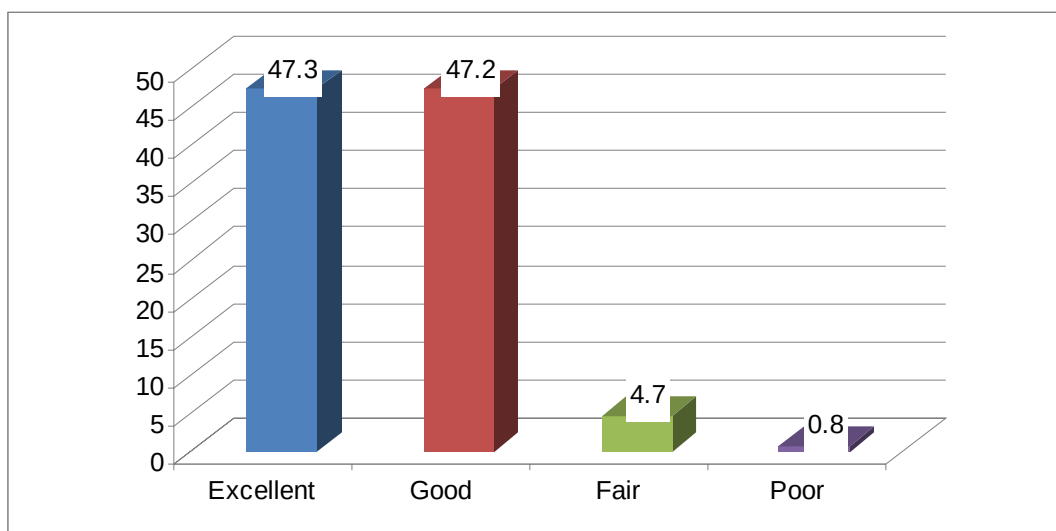
Graph 3: Citizen Ranking of Creve Coeur as a Place to Live



Resident Opinion of the Quality of City Services

As in the “2005 Creve Coeur citizen Poll”, residents expressed high satisfaction with the quality of city services overall, and with specific services provided by the City of Creve Coeur. In response to the question, “Overall how would you evaluate the quality of the services provided by the City of Creve Coeur?” an impressive percentage, 94.5%, said “good” (47.2%) to “excellent” (47.3%). (See Graph 4) This rating was even a little

Graph 4: Citizen Ranking of Overall Quality of City Services



higher than the 92.5% “good” to “excellent” rating Creve Coeur received for its city services in the 2005 resident survey and compares favorably to other ratings for cities in St. Louis County surveyed since 2003 by *The Warren Poll* (See Table 1). An additional question, not asked in 2005, asked citizens how they rate their treatment by city employees. Over nine of ten residents (92.7%) said they were treated “good” (53.2%) to “excellent” by city employees.

Table 1: Comparative City Rankings of Overall City Services

City	Excellent	Good	Fair	Poor
Des Peres ‘03	55%	41%	4%	0%
Creve Coeur ‘08	47.3%	47.2%	4.7%	.8%
Creve Coeur ‘05	45%	48%	6%	1%
Ballwin ‘03	46.5%	46%	7%	0%
Kirkwood ‘04	41.5%	50%	8%	1%

The Warren Poll also asked residents to rank the specific city services. Table 2 shows that all but two city services received near or over a 90% “good” to “excellent” rating by residents. Only “street maintenance” (82.9%) and “building permits and inspections” (64.4%) did not. Clearly, the 56.3% “excellent” rating for “police services” stands out from the rest, just as the ranking for “police services” did in the 2005 study with a 54% “excellent” score. The next-best “excellent” percentage is the “city newsletter”, at 46.2%, up from 37% in 2005. Yet this 46.2% “excellent” rating is still 10.1% below the lofty “excellent” percentage for “police services”. Citizens gave about the same “excellent” ratings to those services ranked 3, 4, and 5; “limb-chipping” (43.6%), “leaf vacuuming” (42.7%) and “park maintenance” (42%). Although sixth-ranked “parks and recreation” was not far behind with a 39.7% “excellent” score, other

city services fared much worse in their “excellent” rating, especially “street maintenance” (22.5%), “municipal court” (18.1%), and “building permits and inspections” (13%).

Table 2: Rank Ordering of Ten City Services*

City Service	Excellent	Good	Fair	Poor
1. Police Services (1)	56.3	40.3	3.0	.4
2. City Newsletter (4)	46.2	47.4	5.7	.7
3. Limb Chipping (5)	43.6	48.9	6.0	1.5
4. Leaf Vacuuming (5)	42.7	49.8	6.2	1.3
5. Park Maintenance (2)	42.0	53.2	4.1	.8
6. Parks and Recreation (3)	39.7	54.7	5.2	.4
7. Snow Removal (7)	32.7	55.2	10.5	1.6
8. Street Maintenance (9)	22.5	60.4	13.9	3.2
9. Municipal Court (7)	18.1	69.8	7.8	4.3
10. Building Permits and Inspections (10)	13.0	51.4	22.9	12.7

***Ratings 1-10 reflect the “excellent” percentages for each service. Combined “excellent” and “good” ranking is shown in parentheses beside each city service.**

In the 2005 citizen poll, “municipal court” and “building permits and inspections” received the lowest “excellent” ratings, as they did this time. *The Warren Poll* suggested in the 2005 survey report that “city officials should ask themselves why ‘police services’ received about four times the ‘excellent’ rating than did ‘municipal court’ or ‘building permits and inspections’ or about twice the rating of ‘street maintenance’?” Similar percentage differences were found in the 2008 resident survey with the gap between “municipal service” and “police services” showing slightly better, but the percentage discrepancy being somewhat worse for “building permits and inspections”.

In survey research approval and disapproval percentages are relative and only meaningful when compared or benchmarked with other ratings. Here we find that all city services provided by Creve Coeur receive majority approval by residents, yet “municipal court” and especially “building permits and inspections” scored measurable worse than

other rankings for city services. Again, *The Warren Poll* suggests that city officials should reflect on the reasons for why ratings for these two services are relatively low, especially for “building permits and inspections” because over a third of the citizenry (35.6%) gave this a “fair” to “poor” rating. The city should take into consideration, however, that Creve Coeur, compared to other cities nationally, ranks significantly higher (See City Surveys, *op. cit.*).

Resident Opinion Toward the City’s Trash and Recycling Services

The Warren Poll first asked residents whether they placed their trash at the curb or at the rear. About one-half said “at the rear” (50.3%), while the other half said “at the curb” (49.7%). Despite where residents placed their trash, close to all of the residents indicated that they were either “satisfied” (42.7%) or “very satisfied” (51.9%) with their trash service. Only 5.4% expressed dissatisfaction. In the 2005 citizen survey, about 10% more residents said that they were “very satisfied” (59.5%) if they placed their trash “at the rear” than if they placed their trash “at the curb” (49.8%)

When residents were asked about their use of the recycling program, the vast majority (83.5%) answered that they use the program “weekly”, while 6% said “biweekly”, 4.1% “monthly”, and 6.4%, said they use the recycling program “a few times a year or less”. Overall, virtually all residents said that they were either “very satisfied” (41.9%) or at least “satisfied” (51.5%) with the recycling program. However, those recycling “weekly” were more likely to say they were “very satisfied” than those recycling less often (“biweekly”, 21.9%; “monthly”, 22.7% “few times a year or less”, (12.5%), although the raw numbers in the “less often” categories were relatively low, thus making the percentages less reliable. (See Table 3)

Table 3: Citizen Satisfaction With Trash and Recycling Services

	Trash Service	Recycling
Very Satisfied	51.9%	41.9%
Satisfied	42.7%	51.5%
Dissatisfied	4.4%	4.4%
Very Dissatisfied	1.0%	2.3%

Citizen Opinion on City Communications

Poll results convey that residents believe that the city does a laudable job in keeping them informed and they are particularly pleased with the city’s newsletter. In response to the questions, “How would you rate the job the city is doing in keeping residents informed about important issues?”, 84.9% gave the city a “good” (52.9%) to “excellent” (31.9%) rating with only a small percentage giving the city a “fair” (12.4%) to “poor” (2.7%) ranking.

Residents indicated in this community survey that they rely on the city’s newsletter a lot for their news about the city with an impressive percentage (82.9%) saying they read the city’s newsletter “every month”. Only 12.6% said they read the newsletter as little as “a few times a year”, while just 4.5% noted that they “never” read it. Not unexpectedly, older residents and residents who have lived in Creve Coeur for a longer period of time were more likely to read the city’s newsletter more often than newer residents. For example, while 26.1% of residents living in Creve Coeur for less than a year said that they “never” read the newsletter, only 1.8% of those living in Creve Coeur over ten years said this and only 1.2% living in Creve Coeur over twenty years asserted that they “never” read the newsletter. Or, to put it another way, only 47.8% of

new residents answered that they read the city’s newsletter “every month”, while 88.3% living in Creve Coeur over ten years said they read it “every month”.

Citizen Opinion on Community Development

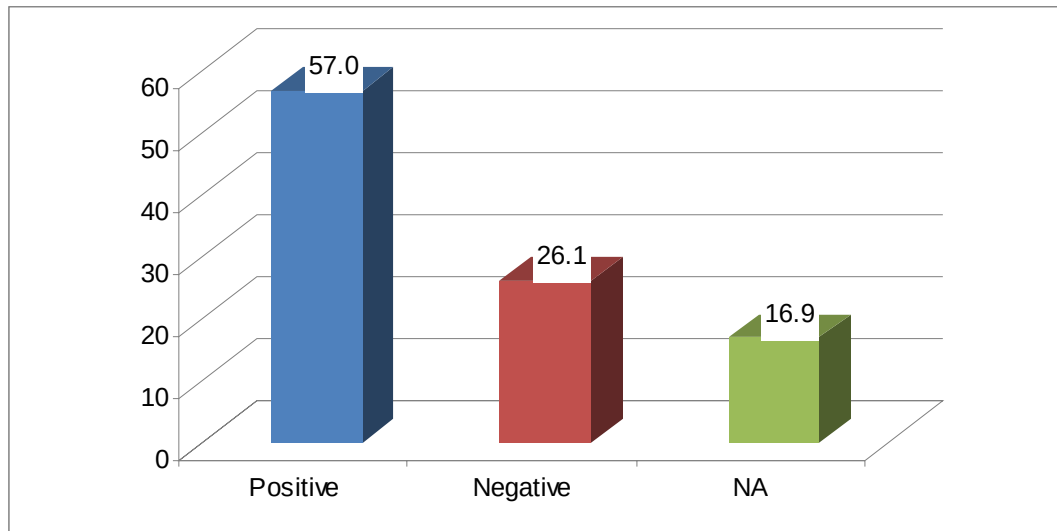
A couple of questions in this 2008 citizen survey were asked about community development. First, ***The Warren Poll*** asked about city ordinances pertaining to standards for the condition of residential properties. In this regard, citizens were asked, “How would you rate the city’s enforcement of exterior property maintenance?” A hefty majority (80.3%) felt the enforcement was “about right”, while 5.9% said “too strict” and 13.9% answered “not strict enough”.

A controversial trend in many municipalities is a policy that allows older homes to be torn down so that new, larger homes can be built. Consequently, ***The Warren Poll*** asked Creve Coeur residents about this policy: “Does the tearing down of older homes in favor of newer, larger homes represent a positive or negative trend?” Although about two-thirds (68.6%) of Creve Coeur citizens felt that this represented a “positive” trend, still about a third (31.4%) believed it represented a negative trend. Those residents over 65 with lower household incomes, and especially females, were less likely to think “tear-downs” represented a positive trend (males 78.4% positive as contrasted to 52.4% positive for females, a difference of 16%).

In a follow-up open-ended question, residents answering that it represented a negative trend were asked why they thought so. A variety of answers were given, but the largest plurality by far (38%) said that it tends to destroy the character of the neighborhood with some saying specifically (4.3%) that it destroys the history of the

neighborhood. A small percentage (4.9%) felt it tended to de-value existing homes; another 3.5% felt that it had the impact of driving up taxes, while 1.7% believed it had a negative environmental impact. Regardless of the objections, the fact remains that residents favor “tear-downs” by more than a two to one ratio (See Graph 5).

Graph 5: Citizen Perception of Tearing Down Older Homes for New Larger Homes



Citizen Opinion on Parks and Park Development

Warren Poll findings show that Creve Coeur residents not only give laudable grades to the maintenance of city parks (95.1% “good” to “excellent”), as noted earlier in the report, but almost three-quarters of them (72.3%) say they have “visited a Creve Coeur city park in the last two years?” The city instructed **The Warren Poll** to find out what percentage of its citizenry had visited Fountain Park in particular in the past two years. Survey results reveal that only 11.9% of residents had, while 53.7% said “no” and another 34.4% noted that they were “not familiar with Fountain Park”. Clearly, the city needs to promote the existence of Fountain Park to its citizenry through its city newsletter and other communication outlets.

When residents were asked about whether they would support the development of “playground equipment”, “walking paths”, and/or “picnic shelters” in city parks, support was strongest for building “walking paths” with 45% of the respondents saying they are “very supportive” followed by 49.2% asserting that they are “supportive” (See Table 4).

Table 4: Citizen Support for Various Park Improvements

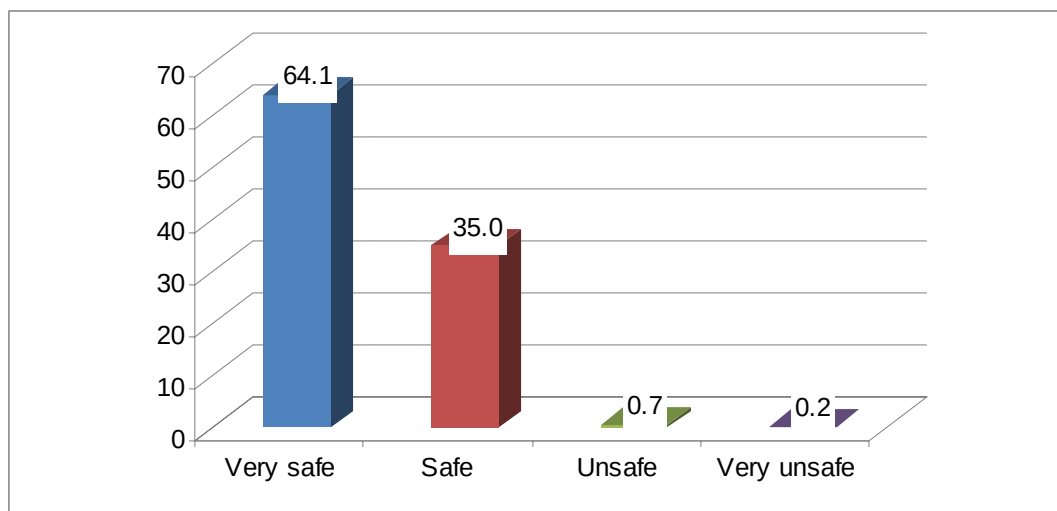
	Very Supportive	Supportive	Not Supportive	Very Unsupportive
Playground Equipment	28.6%	61.2%	9.4%	.9%
Waling Paths	45.0%	49.2%	5.1%	.7%
Picnic Shelters	27.5%	61.5%	10.5%	.5%

Residents were also asked in an open-ended question: “What other recreational facilities, equipment, or services would you like in your city parks?” More than half of the sample (376 respondents) did not respond to this question with many saying that the “parks are find as-is”, but 228 residents did make suggestions. The largest plurality (21.1%) said that they would like a swimming pool built, 17.5% opted for more recreational facilities and equipment in general in city parks; 16.5% pushed for more paths of all kinds for biking, running, and walking; 10.5% specifically called for more and improved dog parks; 8.8% wanted more and improved tennis courts; while the rest suggested a variety of improvements too numerous to cite here (see raw questionnaires). It should be mentioned that 5.7% called for better park maintenance, mostly wanting the restrooms and park playgrounds to be cleaner (see raw questionnaires).

Resident Opinions on Police Services

As noted previously, in a ranking of ten specific city services, police services received the highest “good” to “excellent” rating from the Creve Coeur citizenry with a 96.6% “good” to excellent” rating by respondents, putting this rating in the top percentile compared to other cities nationally (to benchmark, Rockville, Maryland received a 64% rating, placing it in the 56th percentile; google Citizen Surveys, op. cit.). In every measure in this community survey, as in 2005, police services received rave reviews. This is largely due to the fact that virtually all residents in Creve Coeur feel “safe” (35%) or “very safe” (64.1%) from crime. Less than 1% of the citizenry said they feel “unsafe” (.7%) or “very unsafe” (.2%) or only five residents out of 603 surveyed. Since the chief goal of a police department is to keep their citizens safe, the Creve Coeur Police Department, as far as Creve Coeur residents are concerned, have achieved this goal (See Graph 6).

Graph 6: Citizen Perceptions on How Safe From Crime They Feel Living in Creve Coeur



Citizens also believe that police treat them in a courteous manner when they have dealings with them, and a majority (57.6%) report that they have had contact at least once

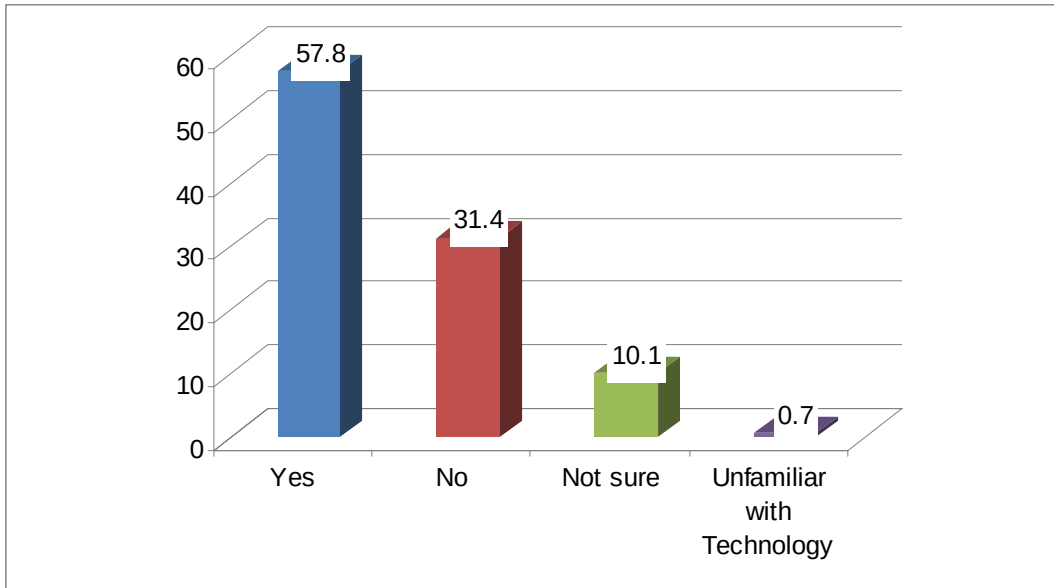
with the Police Department in the past three years. Of those, 26.9% had contact with police because of an emergency, 61.7% for a non-emergency, while 11.4% because of a traffic violation. Regardless of the kind of contact citizens had with the police, virtually all residents (97.8%) said they were treated in a “courteous” (24.6%) to “very courteous” (73.8%) manner. An almost identical percentage (97.5%) noted that they received “courteous” (37.6%) to “very courteous” treatment from the police dispatcher. Clearly, in the eyes of the residents, the Creve Coeur Police Department is doing a very fine job. Thus, the city should be proud of this acknowledgement by its residents.

Citizen Opinion on the Use of Photo-enforcement Cameras

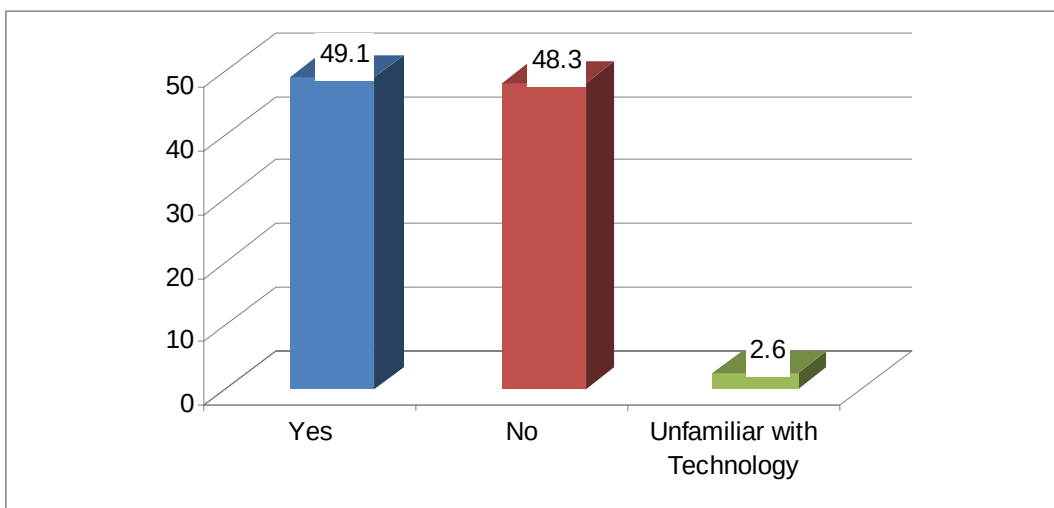
The use of photo-enforcement cameras by police has been controversial and attracted a lot of media attention. Legal scholars have debated their legality and citizens have questioned, *inter alia*, the ethics of using such devices, especially since “vehicles” are issued the traffic violation, not necessarily their drivers, causing innocent people having to prove their innocence, thus mucking the burden of proof standard (google “Controversies and Objections Raised by Motorists Opposed to the Use of Photo Enforcement Devices” by Lynn Bryant). Consequently, as expected, residents in Creve Coeur do not express overwhelming enthusiasm for the use of photo-enforcement cameras. Only a flimsy majority of citizens (57.8%) support the use of photo-enforcement cameras at intersections, 31.4% oppose, 10.1% say they are unsure, while .7% note they are unfamiliar with such cameras (See Graph 7). One could argue that citizen support is solid for the use of these cameras in Creve Coeur to promote traffic safety because citizens approve of their use by almost a two to one ratio. However, the reality is that still only 7% above 50% endorse their use. This does not constitute

overwhelming approval of the use of such cameras. Also, opponents are normally more outspoken than proponents, thus the city should expect more complaints from opponents than from proponents.

Graph 7: Citizen Support for Photo-Enforcement Cameras at Intersections



Graph 8: Citizen Support for Photo-Enforcement Cameras on Residential Streets

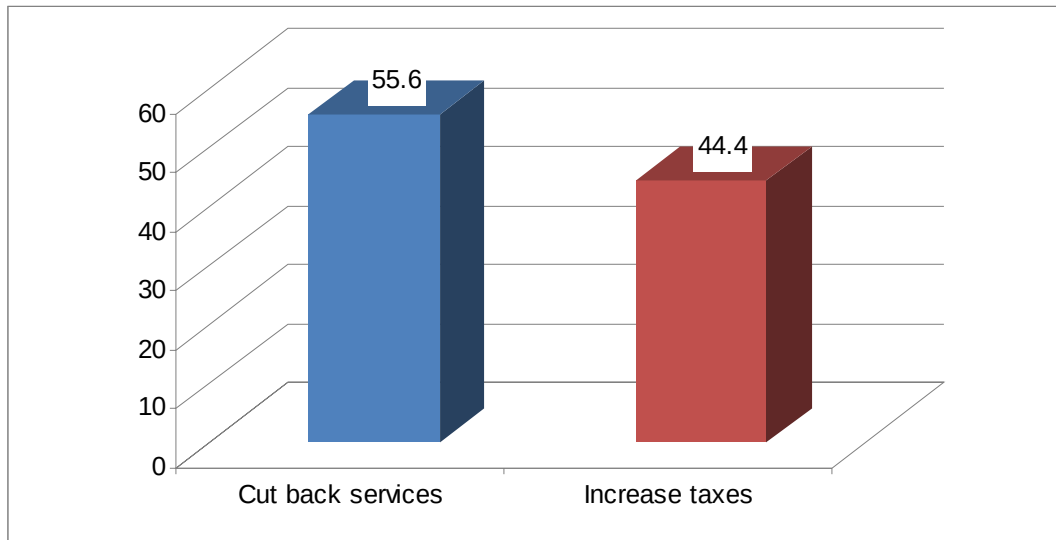


Slightly less than a majority (49.1%) support the use of photo-enforcement cameras on residential streets to help control speeding. Support for the use of these cameras on residential streets is weak in large part because a hefty minority of citizens (42.7%) does not think that there is a problem with speeding on residential streets. Cross-tabulations disclose that women are somewhat more apt to support the use of photo-enforcement cameras at intersections than men (61.1% to 52.8%), yet males and females are about evenly divided about their use on residential streets. Given the fact that support is so divided over the use of these cameras, especially on residential streets, city officials should give careful consideration to the cost-effectiveness of their use, as well as to the ethical and legal questions that they raise.

Citizen Opinion on Cutting Back Services v. Increasing Taxes to Maintain Current Level of Services

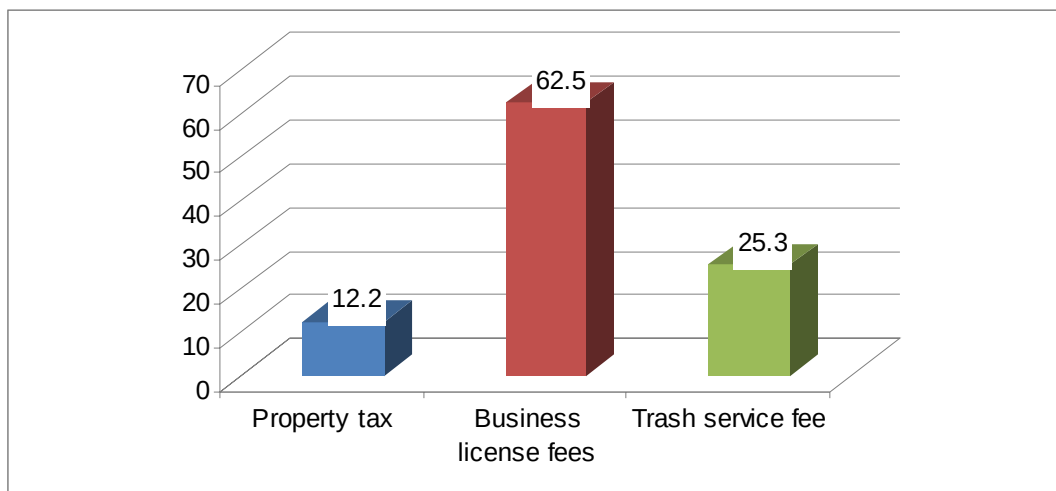
The Warren Poll asked residents: “As with many cities, Creve Coeur officials are concerned about being able to maintain the current level of services in the face of rising costs and decreasing revenues. Given such realities, which option would you prefer?” The majority of respondents (55.6%) preferred “cutting back on some city services”, while 44.4% favored “increasing taxes to maintain the present level of city services” (See Graph 9). Citizen preference for cutting back is not surprising, especially given the reality that we are now in a recession and many are experiencing difficult economic circumstances. In 2004, *The Warren Poll* asked Kirkwood residents this identical question and 54% preferred “cutting back some city services”, even in much better economic times.

Graph 9: Citizen Preference for Cutting Back Some Services or Increasing Taxes



Residents were also asked: “If city officials felt that they had to raise revenues, which one option would you prefer?” As expected, only a small percentage (12.2%) favored the “property tax” option, 25.3% favored increasing the “trash service fee”, while the vast majority (62.5%) opted for increasing “business license fees” (See Graph 10).

Graph 10: Citizen Preference for Raising Revenues



The fact that so few residents elected the property tax option was expected. The property tax is the least favored tax among Americans by far, according to numerous

studies (Google, e.g., the “Gallup Poll and property tax” for the latest poll statistics on the unpopularity of the property tax compared to other taxes). The reality is, as pollsters know, people favor taxes that they would least have to pay. In *The Warren Poll’s* 2004 study of Kirkwood, only 10.5% preferred the property tax, 16.5% a “utility sales tax”, while 73% the “general sales tax” option. Why? While residents would have to pay the entire property tax themselves, “outsiders” would share in the paying a sales tax increase, while business would have the burden of paying for an increase in business license fees.

Concluding Comments

Ratings by residents are so consistently high for Creve Coeur as a place to live, as well as for city services, that readers would be tempted to think that the citizen survey is flawed in some way; that is, that the ratings are too good to be true. But the reality is that these lofty ratings are true. The sample is quite representative, representing the city’s demographics and the four wards almost perfectly. Thus, resident opinion is represented quite accurately in this survey. In addition, the 2008 survey results confirm the 2005 citizen survey findings in that the findings are almost identical for responses to questions that can be compared directly (e.g., ratings for city services), although the overall ratings show slight improvement. Replicating results in the sciences tend to substantiate their reliability.

Also, the fact is that citizens do express negative feelings toward government and their officials when they are not pleased with their actions. Recently, for example, the U.S. Congress has received job approval scores as low as 9% in a Zogby Poll, while President Bush’s job approval ratings in 2008 have ranged consistently between 22%-

29%. Various community surveys in our area, as well as across the United States, have shown citizens giving only 40%-50% approval ratings (e.g., City of St. Louis; also google Citizen Surveys, op.cit.). Consequently, the mayor, city council members, city administrators, and other Creve Coeur personnel, should be proud of the fact that its residents feel so positively toward their community and the services provided by the City of Creve Coeur.

APPENDIX

Respondent Tel # _____

Questionnaire I.D. # _____

Hello, I am (give your name) and I am conducting an opinion poll for **THE WARREN POLL**, a polling organization hired by the City of Creve Coeur to obtain citizen opinions on matters concerning Creve Coeur. Your phone number, not identified with your name, was selected randomly. Are you an adult resident (i.e., 18 years or older) living in Creve Coeur? _____

Yes ____ No ____

(Interviewer Note: If "no", ask to speak to an adult or call back when one will be at home. If this is not a Creve Coeur telephone number, go to another number.)

Let's start with a few general questions:

1. How long have you lived in Creve Coeur?
__ Less than 1 year __ 4-6 years __ 11-20 years
__ 1-3 years __ 7-10 years __ Over 20 years
2. In general, how would you rate Creve Coeur as a place to live?
__ Excellent __ Good __ Fair __ Poor
3. Overall, how would you evaluate the quality of services provided by the City of Creve Coeur?
__ Excellent __ Good __ Fair __ Poor
4. In general, how would you rate your treatment by city employees?
__ Excellent __ Good __ Fair __ Poor

Please rate the following city services as "Excellent", "Good", "Fair", or "Poor".

	Excellent	Good	Fair	Poor	N/A
5. Park Maintenance					
6. Street Maintenance					
7. Limb Chipping					
8. Leaf Vacuuming					
9. Snow Removal					
10. Police Services					
11. Parks and Recreation					
12. Building Permits And Inspections					
13. Municipal Court					
14. City Newsletter					

Turning to a few questions on trash collection and recycling

15. Do you place your trash at the rear or at the curb? ___At rear ___At curb
___NA

16. How satisfied are you with the city's current trash pick-up service?
___Very satisfied ___Satisfied ___Dissatisfied ___Very Dissatisfied

17. How often do you typically use the recycling program?
___Weekly ___Biweekly ___Monthly ___A few times a year or less ___NA

18. How satisfied are you with the city's current recycling program?
___Very Satisfied ___Satisfied ___Dissatisfied ___Very Dissatisfied

Turning to a few questions on communications:

19. How would you rate the job the city is doing in keeping residents informed about important issues?
___Excellent ___Good ___Fair ___Poor

20. How often would you say you read the city's newsletter?
___Every month ___A few times a year ___Never

21. Would you prefer to receive the city's newsletter by e-mail or by mail?
___ By e-mail ___ By mail ___ NA

Now turning to a few questions regarding community development:

22. City ordinances contain standards for the condition of residential properties. How would you rate the city's enforcement of exterior property maintenance?
___ Too strict ___ About right ___ Not strict enough

23. Does the tearing down of older homes in favor of newer, larger homes represent a positive or negative trend in Creve Coeur? ___ Positive ___ Negative ___NA

24. **(Interviewer Note: If respondent answered "Negative" to Question 23, ask Question #24).** What is the main reason for why you feel it represents a negative trend?

Turning to a few questions on parks:

25. Have you visited a Creve Coeur City park in the last two years?
___ Yes ___ No ___ NA

26. Have you visited Fountain Park in the last two years?
___Yes ___ No ___ Not familiar with Fountain Park ___ NA

How supportive would you be in developing the following recreational amenities in our city parks?

	Very Supportive	Supportive	Not Supportive	Very Unsupportive
27. Playground Equipment				
28. Walking Paths				
29. Picnic Shelters				

30. What other recreation facilities, equipment or services would you like in your city parks?

Turning to a few questions on your Police Department:

31. How safe from crime do you feel living in Creve Coeur?
☐ Very safe ☐ Safe ☐ Unsafe ☐ Very Unsafe

32. Have you had any contact with the Creve Coeur Police Department in the last 3 years?
☐ Yes ☐ No ☐ NA

(Interviewer Note: Skip to Question #36 if respondent answered “No” to Question #32.)

33. Was the contact the result of an emergency, non-emergency or traffic violation?
☐ Emergency ☐ Non-emergency ☐ Traffic violation

34. If you had contact with a police dispatcher, was the dispatcher
☐ Very Courteous ☐ Courteous ☐ Discourteous ☐ Very Discourteous

35. If you had contact with a police officer, was the officer
☐ Very Courteous ☐ Courteous ☐ Discourteous ☐ Very Discourteous

36. Do you support the City’s use of photo-enforcement cameras at intersections?
☐ Yes ☐ No ☐ Not Sure ☐ Unfamiliar with photo-enforcement cameras

37. Do you think that there is a problem with speeding vehicles on residential streets?
☐ Yes ☐ No ☐ NA

38. **(Interviewer Note: Ask Question #38 only if respondent answered “Yes” to Question #37).** Would you support the use of photo-enforcement on residential streets to help control speeding?
☐ Yes ☐ No ☐ Unfamiliar with photo-enforcement cameras

Now a few questions on city finance and services

39. As with many cities, Creve Coeur City officials are concerned about being able to maintain the current level of services in the face of rising costs and decreasing revenues. Given such realities, which option would you prefer

☐ Cutting back on some city services

☐ Increasing taxes to maintain the present level of city services

40. If city officials felt they had to raise revenues, which one option would you prefer?

☐ Property tax ☐ Business license fees ☐ Charge a trash service fee

So we can plot citizen opinion by various demographical categories, we need your help on the remaining few questions.

41. Could you please give a general estimate of your yearly gross family income?

☐ Under \$50,000

☐ \$100,000-\$149,999

☐ \$50,000-\$74,999

☐ \$150,000-\$200,000

☐ \$75,000-\$99,999

☐ Over \$200,000

42. Could you please indicate the number of people in your household, including yourself?

☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six ☐ Seven or more

43. Could you please indicate your general age category?

☐ Under 30 ☐ 30-44 ☐ 45-65 ☐ Over 65

44. If you know for sure what city Ward you live in, please tell me: Ward #_____. If you do not know your Ward, please tell me your trash day since your trash day is determined by ward. Your trash day is _____. If you do not know your ward or your trash day and you live in a multi-family complex, could you please tell me the name of your multi-family complex. _____.

45. **(Interviewer Note: Don't ask, just indicate respondent's gender.)**

☐ Male ☐ Female

Thanks for your time and courtesy. The poll's results will be posted on the city's Website upon completion. If you would like to discuss any aspects of the survey, please contact the Office of the City Administrator (314-872-2511) or Dr. Warren, President of **The Warren Poll**. (314) 977-3036, office; (314) 963-0451, home office).

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4. In general, how would you rate your treatment by city employees?
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Please rate the following city services as “Excellent”, “Good”, “Fair”, or “Poor”.

	Excellent	Good	Fair	Poor	N/A
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____ Very satisfied ____ Satisfied ____ Dissatisfied ____ Very Dissatisfied
17. How often do you typically use the recycling program?
____ Weekly ____ Biweekly ____ Monthly ____ A few times a year or less ____ NA

18. How satisfied are you with the city's current recycling program?
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Turning to a few questions on communications:

19. How would you rate the job the city is doing in keeping residents informed about important issues?
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20. How often would you say you read the city's newsletter?
☐ Every month ☐ A few times a year ☐ Never
21. Would you prefer to receive the city's newsletter by e-mail or by mail?
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☐ Too strict ☐ About right ☐ Not strict enough
23. Does the tearing down of older homes in favor of newer, larger homes represent a positive or negative trend in Creve Coeur? ☐ Positive ☐ Negative ☐ NA
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26. Have you visited Fountain Park in the last two years?
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35. If you had contact with a police officer, was the officer
___Very Courteous ___Courteous ___Discourteous ___Very Discourteous
36. Do you support the City’s use of photo-enforcement cameras at intersections?
___ Yes ___ No ___ Not Sure ___ Unfamiliar with photo-enforcement cameras
37. Do you think that there is a problem with speeding vehicles on residential streets?
___ Yes ___ No ___ NA
38. **(Interviewer Note: Ask Question #38 only if respondent answered “Yes” to Question #37).** Would you support the use of photo-enforcement on residential streets to help control speeding?
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___ Cutting back on some city services
___ Increasing taxes to maintain the present level of city services
40. If city officials felt they had to raise revenues, which one option would you prefer?
___ Property tax ___ Business license fees ___ Charge a trash service fee

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- | | |
|--|--|
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| ☐ \$50,000-\$74,999 | ☐ \$150,000-\$200,000 |
| ☐ \$75,000-\$99,999 | ☐ Over \$200,000 |
42. Could you please indicate the number of people in your household, including yourself?
- ☐ One ☐ Two ☐ Three ☐ Four ☐ Five ☐ Six ☐ Seven or more
43. Could you please indicate your general age category?
- ☐ Under 30 ☐ 30-44 ☐ 45-65 ☐ Over 65
44. If you know for sure what city Ward you live in, please tell me: Ward #_____. If you do not know your Ward, please tell me your trash day since your trash day is determined by ward. Your trash day is _____. If you do not know your ward or your trash day and you live in a multi-family complex, could you please tell me the name of your multi-family complex. _____.
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