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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, February 27, 2012
7:00 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

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

However, the March 12th and 26th Council meetings are scheduled to begin at 7:30 due to extended work sessions to review the CIP.

FUTURE PUBLIC HEARINGS

April 9, 2012 – 7:00 p.m. - Public Hearing on FY13-17 Capital Improvement Plan

1. CONSENT AGENDA

a. Council meeting minutes dated February 13, 2012

b. Request to solicit a donation in the amount of \$2,500 each from Monsanto Corporation and Isle of Capri, on behalf of the St. Louis Area Police Chief's Association (SLAPCA)

Summary: The St. Louis Area Police Chief's Association holds a memorial breakfast annually in an effort to recognize the Police Officers who have died in the line of duty. The event requires sponsors to help pay the expenses of the breakfast as well as creating an opportunity for SLAPCA to raise money for operating expenses as well as making annual donations to different charities.

BILLS PAYABLE REPORT

For Information Only



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, February 27, 2012
7:00 PM

Summary: A report of bills payable dated February 22, 2012 in the amount of \$404,909.60 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5360 - An Ordinance Amending The Adopted 2011-2012 General Fund, Enterprise Fund And Capital Fund Budgets Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. Final Reading and Passage**

Summary: An ordinance amending the adopted 2011-2012 General, Enterprise and Capital Fund budgets for the City of Creve Coeur.

NEW BUSINESS

3. **Bill No. 5361 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For Used-Only Automotive Dealer At 10623 Baur Boulevard. First Reading**

Summary: An application was submitted by Wally Overstreet, owner of Classic Cars Plus, LLC D/B/A "Overstreet House of Cars", for a conditional use permit for the sale of used automobiles, where all activity will occur inside the building at 10623 Baur Boulevard. Section 405.380(C), all used-only automotive dealers in the "LI" Light Industrial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. Planning and Zoning Commission recommended approved on February 21, 2012.

4. **Bill No. 5362 - An Ordinance Repealing Ordinance Number 1851 And Authorizing The Issuance Of A New Conditional Use Permit For A Restaurant Within The CityPlace Retail Located At 11615 Olive Boulevard. First Reading**

Summary: Section 405.370(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. Ordinance #1851, was approved by the City Council on March 10, 1997, for the operation of a 1,500 sq. ft. food service establishment within Provisions Marketplace. An application was submitted by Jose Sanabria, of John W. Lister, Architect., on behalf of Todd Stimson of Potbelly Sandwich Works, for a 2,418 sq. ft. restaurant in a portion of the former Provisions



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Marketplace. Planning and Zoning Commission recommended approved on February 21, 2012.

5. Resolution No. 995 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With N. B. West Contracting Company For The Conway Road Resurfacing Project For The Amount Of \$732,740.90.

Summary: City staff has reviewed the bids for the Conway Road Resurfacing Project and recommends retaining the services of N. B. West Contracting Company for the work. This project will receive federal reimbursement for approximately 80% of the construction cost.

6. Resolution No. 996 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of The Necessary Documents For Submitting The Project Proposal Application And Later For Executing An Agreement For A Grant-In-Aid From The Federal Transportation Improvement Program Grant Commission As An STP -S Application For The Coeur De Ville Lane Improvement Project.

Summary: City staff recommends the pursuit of a federal STP grant to fund up to 80% of the design and construction costs involved with pavement and sidewalk improvements to Coeur de Ville Lane.

7. Resolution No. 997 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With Murphy Lawn And Landscape, LLC, For The Purchase And Installation Of Trees And Bushes For The 2012, 2013, And 2014 Calendar Years.

Summary: City staff has reviewed the bids received for tree and bush planting services and recommends that the City hire Murphy's Lawn and Landscape, LLC, to provide these services for 2012-2014. These planting services include trees planted through the City's Street Tree Planting Program.

APPOINTMENTS

8. Appointments to the Horticultural, Environmental and Beautification Committee

Summary: Nominating Committee met on Tuesday, February 21, 2012 and is recommending appointments.



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Monday, February 27, 2012
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BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

9. Deer Mitigation Program Review

Summary: Staff will review the first season of the city's deer bow hunting program.

10. Submittal of Capital Improvement Plan 2013-2017

Summary: City staff will distribute the proposed Capital Improvement Plan (CIP) for 2013 through 2017. Extended work sessions for review of the draft CIP are scheduled for March 12 and 26.

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 2/23/2012

Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, February 13, 2012
7:30 PM**

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Council Mayor Dielmann at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, February 13, 2012.

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. Dielmann	Mayor
Mrs. Kistner	Council Member Ward I
Mrs. Nealey	Council Member Ward II
Mr. Wang	Council Member Ward II
Mr. Hoffman	Council Member Ward III
Mrs. D'Alfonso	Council Member Ward III
Mr. Saunders	Council Member Ward IV

* - Absent: Council Member Kreuter, Ward I and Council Member Rhoades, Ward IV

PRESENTATION – FY 2011 Audit

Robert Offerman of Hochschild, Bloom and Company, LLP presented and reviewed the FY 2011 Audit report to the Mayor and Council.

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

Council Member Kistner presented Mayor Dielmann and the City with a Smokefree Leadership Award from Tobacco Free Missouri for the City's commitment in creating a healthier Missouri.

Barb Hughs resident of 101 Hawthorne Est, Town and Country read and submitted a letter from The Humane Society of the United States regarding the City's deer hunting program. Ms. Hughs stated thinning the deer by killing is not the answer and sterilization is a better solution. (Exhibit A)

Council Member Nealey suggested Ms. Hughs reach out to St. Louis County also given all of their parks.



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ACCEPTANCE OF AGENDA

Council Member Hoffman moved, seconded by Council Member Wang to accept the agenda as presented, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye

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

ANNOUNCEMENTS

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

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5358 - An Ordinance Amending Section 210.410 Of The Code Of Ordinances Regarding Stealing Rented Personal Property. Final Reading**

City Clerk read Bill No. 5358 for the final time.

2. CONSENT AGENDA

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

- a. Council Minutes dated January 23, 2012**

- b. Bill No. 5358 - An Ordinance Amending Section 210.410 Of The Code Of Ordinances Regarding Stealing Rented Personal Property. Final Passage**

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

Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye



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The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5358 becomes Ordinance No. 5242.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated February 7, 2012 in the amount of \$352,640.19 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 3. Bill No. 5359 - An Ordinance To Amend Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, And Other Code Sections Regarding Disabled Parking.**

Final Reading and Passage

City Clerk read Bill No. 5359 for the final time.

Council Member Hoffman moved, seconded by Council Member Kistner to approve Bill No. 5359, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye

The vote on the motion being 6 ayes and 0 nays, motion carried. Bill No. 5359 becomes Ordinance No. 5243.

NEW BUSINESS

- 4. Bill No. 5360 - An Ordinance Amending The Adopted 2011-2012 General Fund, Enterprise Fund And Capital Fund Budgets Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. First Reading**

City Clerk read Bill No. 5360 for the first time.

- 5. Resolution No. 993 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Purchase Of Crafc0 SS 125 Diesel Melter Crack Sealing Machine From Clayco Midwest Co. For \$32,830.32.**

City Clerk read Resolution No. 993.



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Council Member Wang moved, seconded by Council Member D'Alfonso to approve Resolution No. 993, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

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

6. Resolution No. 994 - A Resolution Designating UMB Bank as the City's Depository Pursuant To Section 2-221(B) of the Code of Ordinances.

City Clerk read Resolution No. 994.

Council Member Kistner moved, seconded by Council Member Hoffman to approve Resolution No. 994.

Dan Smith stated staff sent out eleven proposals and received back four and had two banks decline to submit and the other five didn't respond. After careful consideration with regard to level and cost of services and strength of the bank, staff is recommending United Missouri Bank (UMB). It was based on the cost of service over a three year period; we will save \$9,000 over that time period. There is no branch located within the city limits but there is one located in Maryland Heights. One of the services UMB offers over the other banks is a program called Positive Pay. It is a primary fraud prevention device that we implemented here at the City. Every time we issue a check here at the City, staff sends an electronic copy of the check over to the bank and the bank will then match the checks up as they clear our accounts. The City has experienced fraudulent checks in the past and it is becoming more common. In researching with the other banks, UMB's process is quite complex and a better method than the other banks involved. Currently we are with Pulaski Bank and over the past three years their service has been very good. Based on the evaluation of the services provided for each bank, the cost involved and the strength of the bank, of the four banks UMB was the strongest.

Mayor Dielmann stated it is his opinion that to go outside of the city limits to do the City's banking business is a slap in the face to all of the people that we have and not very nice for the City to do that. We should be able to find a bank here that can do the job for us.

Dan Smith stated for clarification, when he came on at the City the actual banking services to the City were provided by a bank that was not located within the city limits.



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Council Member Hoffman stated he goes out of his way as a community person to do all of his business in Creve Coeur and would question the utilization of a police officer as a courier to deliver the bank bag every day.

Dan Smith stated he has discussed this with the Chief of Police and for the last three years we have had a courier service through Pulaski Bank. But the last time Pulaski Bank bid they didn't charge us any fees and that is an expensive service. Regardless of where we do business the Chief and Mr. Smith have had discussions regarding this issue. Dan Smith stated there have been days when he made the deposit himself and has carried over \$10,000 in cash into the bank. The point is well taken in if they have to go to Maryland Heights it is a longer trip than it is here but wanted to clarify the intentions.

Council Member Hoffman asked how one answer would if a police officer is needed and they are in Maryland Heights how that would be handled.

Dan Smith stated the Chief would be inclined to use the command staff and hopefully at a time when they are headed home. We would not be taking an officer off the street accomplish the daily deposit.

Council Member Wang asked if the check fraud feature has been an issue in the past.

Dan Smith stated the other banks do have the same service but the UMB offers a different process that is more secure and the other banks don't offer it.

Council Member Nealey asked how the other banks were ranked by the service if UMB was ranked third.

Dan Smith stated the service uses a criteria of one hundred and we require a minimum of three stars. UMB was about a sixty on the grade but they are all least three stars. Even if we put our money with a one star bank we protect it with federal home loan bank letter of credit in excess of the amount of the amount insured by FDIC insurance.

Council Member Nealey asked about the bank with the highest ranking, did the cost of doing business with them offset their strength.

Dan Smith stated that was part of it but had some concerns with past experiences with that bank and their service level.

Council Member Kistner stated she is going to assume under our contract practices that staff cannot go back to any of the other banks and negotiate further.

Dan Smith stated he personally thinks that it could potentially be viewed as unethical and it has not been the City's policy in the past to do that.



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Council Member Kistner stated there are other contracting schemes that would award points based on various factors and one of them could be location within the city limits.

Dan Smith stated the City's purchasing policy indicates when it is permissible based on a number of factors that the City would prefer to do business within the city limits.

Mark Perkins stated from a cost stand point it is really negligible. The consideration here would be more of the services, positive pay and fraud protection. Staff is sensitive to the desire to stay within the city limits to do business.

Council Member Saunders asked we solicited bids from eleven banks.

Dan Smith stated yes.

Council Member Saunders asked if that was all of the potential banks that we could solicit from in Creve Coeur.

Dan Smith stated a number of years ago we sent bids to every bank in town and what staff discovered was there are many banks that don't want to deal with municipal business and don't have the wherewithall to deal with municipal business. This time staff sent out bids to those banks that had previously expressed an interest or who had submitted proposals last time.

Carl Lumley stated there is one correction that needs to be made if we could substitute Section 2-221(B) with Section 140.060(B) so it would apply to our current code.

Council Member Hoffman moved, seconded by Council Member D'Alfonso to substitute the Section listed in the Code Book, with the upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye

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

Council Member Wang stated before the Council there is a resolution for UMB and what happens if the Council votes against it.

Mark Perkins stated we would continue to use our current bank but there could always be a substitution for the Resolution for consideration.

Council Member D'Alfonso asked what is the next bank staff recommends that is located within the city limits of Creve Coeur?



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Dan Smith stated the next less expensive bank, based on the evaluation is PNC Bank. With that said if you have ever gone through a banking change over at this level it is very time consuming and staff would like to stay with Pulaski Bank. PNC Bank is a stronger bank and they are nationally known and the ratings indicate that they are a stronger bank. Dan Smith stated for various reasons both banks are equal but if he had to choose a bank based on a factor PNC is a bigger, stronger bank.

Council Member Nealey stated the staff memo indicates that an agreement was not able to be reached for an extension with Pulaski Bank and asked if that information is relevant to the discussion.

Dan Smith stated when Pulaski put in a bid three years ago they didn't put in any charges for services which made the decision very easy, plus they threw in free courier service. Obviously they did it to attract business and do some things and after three years they didn't want to not charge for services any more, which is understandable.

Council Member Kistner stated given that information Pulaski Bank went out of their way to get our business and form a relationship.

Council Member Hoffman moved, seconded by Council Member D'Alfonso to substitute Pulaski Bank for UMB Bank in the language for Resolution No. 994, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – 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 Substitute Resolution No. 994, with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

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



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BUSINESS FROM THE MAYOR and CITY COUNCIL

7. Mainstreet Fairness Act

Council Member Saunders stated he asked for this to be placed on the agenda as this was an item that was brought to the Council's attention by Mr. Caldwell on a couple of occasions. The objectives of this legislation actually are attempting to do something really important. Council Member Saunders stated in his personal opinion the tax laws are quite antiquated related to the internet. It is arguable a case to make the internet some sort of safe haven of tax free sales retail sales and is a reflection of the fact that the tax laws never anticipated the contribution the internet would make to retail sales. There is certainly an issue of lost revenue to taxing bodies but more importantly is the point that it really creates this unlevel playing field and not only is there a loss of revenue but we are actually doing it to the detriment of our brick and mortar businesses in our community. What this legislation is trying to attempt to achieve is in the right direction of fixing the issue. Council Member Saunders stated it is fair to point out what it doesn't do. It is not going to increase tax revenue in Creve Coeur at all because we don't have a use tax at the moment. There is no way the State, without Federal law, which potentially is coming, for the State to officially demand sales tax reimbursement but as a result of these initiatives in other states it has resulted in 1,400 companies that have voluntarily begun collecting sales tax and reimbursing to those states who have signed on who have use taxes in either the local communities or at the state level. Importantly within those states and those locals there is a situation where local businesses are on a much more even footing. If you look around at some of the businesses we have here in Creve Coeur and look at your net purchases there is a real risk for some of our stores to potentially become showrooms for the internet. People will go into and try products on, touch and feel them and then go home and order on the internet often times with no shipping or sales tax. That is not fair to businesses. With so many states already on board with this issue it is clear that it is moving this way nationwide. Amazon which opposed this in most states previously is actually now supporting in a systematic way this type of legislation in various states. Council Member Saunders stated he thinks it is because companies have realized that there is something in it for the internet businesses and what the legislation does is create a systematic way for them to collect sales tax using automated systems and vendors that holds them non-labile for errors that are made in sales tax calculations which really streamline and make it more efficient for their businesses. This is something Council should give serious consideration to. The caveat is there are five bills out there at the moment. Each of the bills is a little different and there should be on our part a little bit of time taken to carefully look at the ramifications of each bill. The St. Louis County Municipal League has endorsed this legislation and the Missouri Municipal League is on the fence. The goal of this legislation is something really important and the Council should think about endorsing and supporting.

Council Member Kistner stated she concurs and feels there has been an inequity and unlevel playing field. Although it is an issue that needs to be addressed at the state and federal level it



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has real meaning in our local community and is appropriate for the Council to discuss and at least symbolically voice our collective support for.

Carl Lumley stated a related piece of information for Council to consider goes back to the use tax issue. The Courts just rendered a decision regarding tax based on motor vehicles. It has been based on your place of residence and not where the vehicle was purchased. That was created for those cities that primarily have dealerships and the taxes were spread out. Until this court decision if you lived in Creve Coeur and purchased your vehicle in Illinois you paid Creve Coeur sales tax, but the Courts now decided that it was an interstate sale and not subject to sales tax.

8. Novus International

Council Member D'Alfonso stated Novus is a local company that just received a national award for sustainability and the HEB Committee wanted to see if the Council would join them on a tour of their facility either at a work session or on a weekend.

Mark Perkins stated he will work with the HEB on some possible dates and get back with Council.

BUSINESS FROM CITY ADMINISTRATOR

9. Second Quarter FY 2012 Financial Report

Dan Smith stated the second quarter 2012 results for the two major operating funds – the General Fund and the Municipal Enterprise Fund. The significant trends for the 2nd quarter are as follows:

1. General Fund - The revenues for 2012 are above those for the same time period in 2011. The increases are primarily in the area of Intergovernmental. This increase results primarily from the additional .25% sales tax approved by voters in November 2010. In addition, it appears the retail sales tax is also increasing partially as a result of the Creve Coeur population increase pursuant to the 2010 census. The utility gross receipt revenues are slightly lower for 2012. Electric gross receipts have increased while water, telephone and gas revenues are down slightly. In addition, building permits are higher than in 2011. They have increased by over 40% for the 2nd quarter. These revenue increases are offset by a decrease in property tax revenues. This appears to result from a timing issue. Also, other revenues are down primarily as a result of the expiration of Mercy's contract with the City for inspection services in 2011.

b. Expenditures - Expenditures are currently anticipated to be slightly higher than the original FY 2012 budgeted amounts. The only departments substantially outside of the prorated amounts for the 2nd quarter are the Municipal Court, Health & Welfare and Non-Departmental. Some of these variances result from encumbrances of large contracts. The court encumbrance is for American Traffic Solutions (ATS) photo enforcement and the Health & Welfare encumbrance is for trash and recycling services. In Non-Departmental 100% of insurance premiums were paid during the 1st 6 months. However the pension payment which will be expensed in January will add an additional \$157,000 in cost to the General Fund. It is anticipated there will be savings to offset most of those increased costs.



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2. Municipal Enterprise Fund - Revenues for FY 2012 are higher than 2011. This increase is for both the golf course and the ice arena. At the golf course cart rentals are up. Green fees are similar to 2011. This is due to the fact that more rounds have been played but the discounts offered have reduced revenues. At the ice arena figure skating revenues are up. Overall revenues are anticipated to be at budgeted levels or slightly higher. Expenses in the 2nd quarter are lower than in FY 2011. The primary decrease is in expenses at the golf course. This reduction resulted primarily from savings by reducing one full-time position and certain one-time payments due to a retirement occurring in FY 2011. Overall, staff projects expenditures to be close to FY 2012 budgeted amounts.

3. Capital Fund - At this time staff anticipates revenues for the Capital Fund will be close to FY 2012 budgeted amounts except for Other Revenues. Since the energy retrofit project will be only partially completed in FY 2012 estimated revenues will be reduced by approximately \$471,000. Expenditures need to be increased for a number of projects that were budgeted in FY 2011 and will be completed in FY 2012 or were not budgeted in 2012. The 2011 projects include landscaping for the Dielmann sign project, a new sign for Millennium Park and purchase of capital equipment. The unbudgeted project is the bus shelter on Olive which will be substantially financed with private funds. In addition a number of budgeted projects will not be completed in 2012 thereby reducing costs. These include the energy retrofit, energy loan repayment and the annual contribution for the Olive/Graeser TDD. As a result expenditures will be substantially less than anticipated.

4. Interest Rates - At this time it is projected interest revenues will be at or slightly higher than budgeted.

10. Legislation of Interest

Mark Perkins stated he wanted to give a review of the update from St. Louis County Municipal League which they send out every month regarding pending legislation. On the issue of sales tax distribution in St. Louis County and there are three bills noted in the update and one of which was filed by St. Louis County basically going to an all per capita distribution system for sales tax in St. Louis County, which would pool the sales tax in the County and distribute it based on population. That bill was filed in reaction to the other two bills that were filed to make the entire County point of sale. If the County went all per capita then Creve Coeur would lose millions of dollars and would be very detrimental to the City. The St. Louis County League is opposing that bill as well as the other two bills there have been filed. What the County League has done is endorse very moderate changes to the current sales tax system and one of the changes is to allow the cities that have passed the quarter cent sales tax local option sales tax, which includes Creve Coeur, to keep 100% of those funds as opposed to sharing. Part of that proposal is that St. Louis County would be able to obtain a quarter cent sales tax in the unincorporated areas or obtain the ability to put that on the ballot. The other is to end the annexation penalty. Two percent of all the sales tax collected in the County goes to St. Louis County for an annexation make up in the theory that the County has lost revenues due to annexation over the years. As in years past we have talked about streamline sales tax and there are several bills to either eliminate or significantly reduce the use of traffic cameras by setting money to other taxing districts which is schools or prohibit the use of the cameras. The



CITY OF CREVE COEUR – MINUTES
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League is opposing those bills. There is an everything tax and it could affect Creve Coeur. It is basically a statewide sales tax that would reduce or eliminate income tax in the state. There is a bill for a statewide smoking ban one of which is being sponsored by Representative Jill Schupp which is similar to what we have here in Creve Coeur. There are some property tax bills as well regarding freezing property tax receipts for seniors. These bills are pretty common each year and hard to say what the likelihood of passage is. HB 1636 has been interesting to Creve Coeur and this would allow special needs cases to be transferred to the County Court if the County Court has specified dockets for mental health. This is something that Carl Lumley and the Chief have worked on so that we can refer certain mental health cases over to St. Louis County who would be better equipped to handle certain cases. Mark Perkins stated HB 1304 prohibits political subdivisions from issuing bonds without voter approval unless the bond payment will be paid by revenue generated by the project. This appears to be a reaction to problems in Moberly, MO regarding issues from ManTech. Mark Perkins stated there are a lot more bills out there right now and we do rely heavily on the MML and St. Louis County Muny League to track these bills for us and let us know when we should be aware of bills.

11. Olive Graeser TDD - Note Purchase and Settlement Agreement

Mark Perkins stated he wanted to submit and include in the packet so it will be part of the record that the City has entered into an agreement with Pace Properties establishing interest rates and reducing the interest rates for refunding of the Series A Notes. What this will do is the City will effectively reduce the rates on these notes to 5.55% annually and it can fluctuate but go no higher than 8% and in return Pace agrees to not include any duplicative payments in its application for its Series B TDD Notes. This was an issue when their contractor ran into financial problems and Pace made payments to subcontractors in order to keep the project moving and in order to avoid a dispute later. We have asked them not to include the duplicative payment in the future as Series B TDD Notes. That agreement has been executed by both the City as well as Pace and wanted to bring that forward in a public fashion.

Council Member Kistner moved, seconded by Council Member Hoffman to go into Executive Session at 8:59 p.m., pursuant to Section 610.021(1) (legal matters) and (2) real estate and Section 610.022, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades - Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye

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



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Council Member Hoffman moved, seconded by Council Member Kistner, to resume regular session at 9:17 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council member Hoffman – Aye
Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member D’Alfonso – Aye
Council Member Wang – Aye

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

Council Member D’Alfonso moved, seconded by Council Member Wang to adjourn at 9:22 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Wang – Aye
Council Member D’Alfonso – Aye
Council Member Nealey – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Kistner – Aye

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

Submitted by:

Deborah Ryan
City Clerk

Harold Dielmann
Mayor



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: February 21, 2012

TO: Mark Perkins, City Administrator

FROM: Glenn Eidman, Chief of Police

SUBJECT: SLAPCA Annual Prayer Breakfast

The St. Louis Area Police Chief's Association holds a memorial breakfast annually in an effort to recognize the Police Officers who have died in the line of duty. The event requires sponsors to help pay the expenses of the breakfast as well as creating an opportunity for SLAPCA to raise money for operating expenses as well as making annual donations to different charities.

I am requesting permission to solicit a donation in the amount of \$2500 from Monsanto Corporation, and Isle of Capri. The money is donated directly to SLAPCA for the purpose of putting on the prayer breakfast. The date of the Prayer Breakfast is April 27th, 2012.

If granted permission to request the support of Monsanto and Isle of Capri, I will forward a letter requesting their financial support.

Thank you for your consideration.



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

DATE: February 22, 2012

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 February 22, 2012 in the amount of \$404,909.60.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00066	1		201668	24-Jan-12	FROESEL OIL	UNLEADED FUEL	01-00-00-1651	23,761.68	
00829	1		107428	25-Jan-12	MORPHOTRAK, INC.	MAINT FEES FOR LIVESCAN	01-00-00-2410	2,894.06	
01623	0		021612	16-Feb-12	NIEDT, DOUGLAS	SEWER LATERAL REIMBURSEMNT	02-00-00-1901	2,788.80	
01449	0		021512	15-Feb-12	SEVERIN FINANCIAL GROUP	OVERPMT 2012 BUS LICENSE	01-00-00-4402	40.00	
Sum of Invoices									29,484.54



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-11-12-6253	191.82
00019	0		82228	02-Feb-12	CURTIS, HEINZ, GARRETT & O'KEEFE	PROFESSIONAL FEES JAN 2012	01-11-12-6201	8,174.00
00019	0		82227	02-Feb-12	CURTIS, HEINZ, GARRETT & O'KEEFE	JAN 2012 RETAINER FEE	01-11-12-6201	<u>3,500.00</u>
Sum of Invoices								11,865.82



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

2/22/2012

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-12-11-6253	87.14
00053	0		37301-61	03-Feb-12	MERCY CORPORATE HEALTH	PHYSICAL EXAM-D HOWE	01-12-11-6271	85.00
00053	0		879749-001	02-Feb-12	MERCY CORPORATE HEALTH	5 PANEL DRUG SCREEN	01-12-11-6271	70.00
00026	0		021312	13-Feb-12	PERKINS, MARK	REIMBURSE MEETINGS	01-12-11-6264	117.00
01262	0	P001267	25426	06-Feb-12	SPECIALTY MAILING	6 MONTH HANDLING AND MAILING O	01-12-11-6203	258.86
Sum of Invoices								530.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

FINANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-13-11-6253	<u>71.84</u>	
							Sum of Invoices		71.84



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00779	0	P001277	INV00007620	30-Nov-11	AMERICAN TRAFFIC SOLUTIONS, INC.	CAMERA FEES-NOV 2011	01-13-14-6248	45,430.00	
00779	0	P001277	INV00007902	31-Dec-11	AMERICAN TRAFFIC SOLUTIONS, INC.	CAMERA FEES-DEC 2011	01-13-14-6248	<u>53,830.00</u>	
							Sum of Invoices		99,260.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00014	0		0215132 3/12	06-Feb-12	CHARTER COMMUNICATIONS	CABLE CHARGE 3/12	01-13-15-6255	76.68
00014	1		0215116 3/12	06-Feb-12	CHARTER COMMUNICATIONS	TV SVC AT GARAGE	01-13-15-6255	62.00
00080	0		3967-118-5	06-Feb-12	DIERBERGS	CAKE FOR LISA HAHN	01-13-15-6272	39.99
01169	0		112197173	30-Jan-12	STAPLES ADVANTAGE	WALL BOARDS-PD	01-13-15-7312	122.66
Sum of Invoices								301.33



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4335048	07-Feb-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (020712)	06-14-31-7301	0.80
01550	0		452-4361475	14-Feb-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (021412)	06-14-31-7301	0.80
01550	0		452-4335048	07-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORMS (020712)	06-14-31-7308	3.60
01550	0		452-4361475	14-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORMS (021412)	06-14-31-7308	3.60
00114	11		832132988X 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	06-14-31-6253	72.14
00080	0		5476-126-5	04-Feb-12	DIERBERGS	CLEANING SUPPLIES	06-14-31-7301	3.99
00080	0		5476-126-5	04-Feb-12	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00080	0		2051-140-5	11-Feb-12	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	29.99
00080	0		1252-114-5	13-Feb-12	DIERBERGS	PARTY CAKES	06-14-31-7304	24.12
01303	0		1567	01-Feb-12	GATEWAY CASH REGISTER	CASH REGISTER RIBBONS	06-14-31-6213	41.70
00117	0		0020589	09-Feb-12	HOME DEPOT	REPAIR	06-14-31-6212	46.36
00117	0		0020589	09-Feb-12	HOME DEPOT	BATTERIES, TAPE, MOVERS	06-14-31-7302	54.72
00082	0		0528707	13-Feb-12	METROLIFT PROPANE	PROPANE FOR OLYMPIA\	06-14-31-7307	261.06
00711	1		5919977	16-Feb-12	TERMINIX	PEST CONTROL ICE ARENA	06-14-31-6212	33.00
Sum of Invoices								597.87



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01415	0		INV0003627	31-Jan-12	GREENSPRO, INC.	PESTICIDE	06-14-32-7303	288.00	
00117	0		9065447	10-Feb-12	HOME DEPOT	SILICONE CAULK	06-14-32-6212	<u>4.56</u>	
							Sum of Invoices		292.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00711	1		5919977	16-Feb-12	TERMINIX	PEST CONTROL PRO SHOP	06-14-33-6212	<u>33.00</u>
Sum of Invoices								33.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4335048	07-Feb-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (020712)	06-14-34-7301	2.50
01550	0		452-4361475	14-Feb-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (021412)	06-14-34-7301	2.50
00084	2	P001369	3808170323	14-Feb-12	COCA-COLA	SODA PRODUCTS FOR RESALE	06-14-34-8317	416.99
01471	0		86267	14-Feb-12	RL MUELLER NATIONAL DIST., INC.	NACHOS & PRETZELS FOR RESALE	06-14-34-8319	105.40
Sum of Invoices								527.39



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4361474	14-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/14/12)	01-16-11-7308	7.20
01550	0		452-4335047	07-Feb-12	ARAMARK UNIFORM SERVICES	CH UNIFORM RENTAL (2/7/12)	01-16-11-7308	7.20
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-16-11-6253	32.28
00081	1		9745111733	02-Feb-12	GRAINGER	BOOT BRUSH FOR CH	01-16-11-6212	58.16
00117	0		9020679	11-Jan-12	HOME DEPOT	MTRLS TO FIX PD SHOWER	01-16-11-6212	57.95
00117	0		1011173	08-Feb-12	HOME DEPOT	MTRLS FOR PD SHELF	01-16-11-6212	222.12
00039	0		759316	01-Feb-12	INDUSTRIAL SOAP	BROWN TOWELS-RESTROOMS	01-16-11-6212	506.50
00123	0		3000117667	01-Feb-12	THYSSENKRUPP ELEVATOR CORP.	ELEVATOR MAINT 2/1 TO 4/30	01-16-11-6211	755.61
00054	1		01851278	02-Feb-12	WALTER KNOLL FLORIST	CH PLANT MAINT 3/12	01-16-11-6212	80.00
Sum of Invoices								1,727.02



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X0208	31-Jan-12	AT&T	WIRELESS PHONES FOR ADMIN	01-21-11-6253	168.65
01068	1		082188-1	15-Feb-12	DNT	QTR MAINT FEE CHIEFS COPIER	01-21-11-6213	99.00
00146	0		021612	16-Feb-12	HODAK, GEORGE	FBINAA	01-21-11-6264	18.00
00053	0		880213-001	02-Feb-12	MERCY CORPORATE HEALTH	HEP B VACCINE FOR NEW OFFICER	01-21-11-6271	68.00
01378	0		98604	31-Jan-12	PERSONNEL EVALUATION INC.	(5) PERSONNEL EVAL PROFILES	01-21-11-6203	100.00
00116	0		6156	16-Feb-12	SAM'S CLUB	PRISONER MEALS	01-21-11-7309	97.74
00093	0		010312	03-Jan-12	SOUTHWEST FAMILY TESTING	PSYCH EXAM FOR NEW OFFICER	01-21-11-6203	425.00
00092	4	P001257	35161	06-Feb-12	ST LOUIS COUNTY TREASURER	FEB 2012 C.A.R.E. SERVICES CON	01-21-11-6202	23.91
00260	0		1937	03-Feb-12	TOTAL LOCK & SECURITY	SALLYPORT	01-21-11-6202	694.88
01436	0	P001322	12-008	01-Jan-12	WEST CENTRAL DISPATCH CENTER	FY 2012 3RD QTR UTILIZATION FE	01-21-11-6202	81,965.00
Sum of Invoices								83,660.18



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00114	11		826147039X0208	31-Jan-12	AT&T	WIRELESS PHONES FOR INVEST	01-21-21-6253	187.95	
01228	0		1432814-20120131	31-Jan-12	LEXISNEXIS	JANUARY USER FEES	01-21-21-6202	<u>180.25</u>	
							Sum of Invoices		368.20



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

2/22/2012

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		826147039X0208	31-Jan-12	AT&T	WIRELESS PHONES FOR PATROL	01-21-22-6253	351.40
00096	0		125120	04-Feb-12	EVS	CAR 2419 REPLACE DEFECTIVE LED	01-21-22-6210	25.00
00096	0		125107	01-Feb-12	EVS	CAR 2424 INSTALL LED MIR LIGHT	01-21-22-6210	100.00
00096	0		125120	04-Feb-12	EVS	CAR 2416 INSTALL & WIRE GUN RA	01-21-22-9503	60.00
00094	1		146490	02-Feb-12	FIRESTONE	CAR 2409 REPLACE AB PAD IND	01-21-22-6210	137.37
00094	1		146547	03-Feb-12	FIRESTONE	CAR 2413 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		146813	11-Feb-12	FIRESTONE	CAR 2405 REPLACED LF HDLIGHT	01-21-22-6210	25.99
00094	1		146768	10-Feb-12	FIRESTONE	CAR 2417 REAR BRKS,WIPER MOTOR	01-21-22-6210	408.75
00094	1		146555	03-Feb-12	FIRESTONE	CAR 2405 REPLACE A/C CONDENSER	01-21-22-6210	534.29
00094	1		146908	14-Feb-12	FIRESTONE	CAR 2403 3000 MILE SVS	01-21-22-6210	22.99
00094	1		146920	15-Feb-12	FIRESTONE	CAR 2410 FRONT BRAKES, 3000 M	01-21-22-6210	386.76
01614	0	P001383	FLT2129	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 2012 6 CYLINDER DODGER CHARG	01-21-22-9502	21,135.00
01614	0	P001383	FLT2129	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA VINYL REAR SEAT	01-21-22-9502	120.00
01614	0	P001383	FLT2129	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEALER PREP	01-21-22-9502	863.00
01614	0	P001383	FLT2129	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEACTIVATE REAR DOORS AND	01-21-22-9502	25.00
01614	0	P001383	FLT2129	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA KEY ALIKE (FREQUENCY 3)	01-21-22-9502	40.00
01614	0	P001383	FLT2129	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA FULL SIZE SPARES	01-21-22-9502	160.00
01614	0	P001383	FLT2130	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA FULL SIZE SPARES	01-21-22-9502	160.00
01614	0	P001383	FLT2130	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 2012 6 CYLINDER DODGER CHARG	01-21-22-9502	21,135.00
01614	0	P001383	FLT2130	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEACTIVATE REAR DOORS AND	01-21-22-9502	25.00
01614	0	P001383	FLT2130	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA KEY ALIKE (FREQUENCY 3)	01-21-22-9502	40.00
01614	0	P001383	FLT2130	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA VINYL REAR SEAT	01-21-22-9502	120.00
01614	0	P001383	FLT2130	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEALER PREP	01-21-22-9502	863.00
01614	0	P001383	FLT2137	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEACTIVATE REAR DOORS AND	01-21-22-9502	25.00
01614	0	P001383	FLT2137	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 2012 6 CYLINDER DODGER CHARG	01-21-22-9502	21,135.00
01614	0	P001383	FLT2137	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA FULL SIZE SPARES	01-21-22-9502	160.00
01614	0	P001383	FLT2137	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA KEY ALIKE (FREQUENCY 3)	01-21-22-9502	40.00
01614	0	P001383	FLT2137	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEALER PREP	01-21-22-9502	863.00
01614	0	P001383	FLT2137	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA VINYL REAR SEAT	01-21-22-9502	120.00
01614	0	P001383	FLT2138	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 2012 6 CYLINDER DODGER CHARG	01-21-22-9502	21,135.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01614	0	P001383	FLT2138	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEACTIVATE REAR DOORS AND	01-21-22-9502	25.00	
01614	0	P001383	FLT2138	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA KEY ALIKE (FREQUENCY 3)	01-21-22-9502	40.00	
01614	0	P001383	FLT2138	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA FULL SIZE SPARES	01-21-22-9502	160.00	
01614	0	P001383	FLT2138	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEALER PREP	01-21-22-9502	863.00	
01614	0	P001383	FLT2138	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA VINYL REAR SEAT	01-21-22-9502	120.00	
01614	0	P001383	FLT2139	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA VINYL REAR SEAT	01-21-22-9502	120.00	
01614	0	P001383	FLT2139	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 2012 6 CYLINDER DODGER CHARG	01-21-22-9502	21,135.00	
01614	0	P001383	FLT2139	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA FULL SIZE SPARES	01-21-22-9502	160.00	
01614	0	P001383	FLT2139	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA KEY ALIKE (FREQUENCY 3)	01-21-22-9502	40.00	
01614	0	P001383	FLT2139	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEACTIVATE REAR DOORS AND	01-21-22-9502	25.00	
01614	0	P001383	FLT2139	14-Feb-12	LOU FUSZ CHRYSLER JEEP DODGE	1 EA DEALER PREP	01-21-22-9502	863.00	
00309	0		10902	10-Feb-12	ST LOUIS AREA MAPS, INC.	20 STREET DIRECTORIES	01-21-22-7304	248.00	
00178	0		200366	13-Jan-12	WARNER COMMUNICATIONS CORP.	(2) WALKIE ANTENNAS	01-21-22-6211	28.00	
Sum of Invoices									114,066.54



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-31-11-6253	256.79
00368	0		7-785-52440	09-Feb-12	FEDEX	DOCS TO MO DEPT NATURAL RES	01-31-11-6203	24.41
00126	0		INV0182363	02-Feb-12	ROTOLITE	PAPER FOR ROTOLITE MACHINE	01-31-11-7304	39.90
Sum of Invoices								321.10



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

2/22/2012

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	1		111709988	31-Jan-12	AIRGAS MID AMERICA	GAS RENTAL @ GARAGE	01-31-41-7307	46.28
01550	0		452-4335045	07-Feb-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES	01-31-41-6212	8.10
01550	0		452-4335045	07-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/7/12)	01-31-41-7308	38.13
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-31-41-6253	132.92
00870	0		69326	03-Feb-12	B&J-PEERLESS RESTAURANT SUPPLY	KITCHEN SUPPLIES-SHOP	01-31-41-7304	362.50
00007	0		379-604982	06-Feb-12	BATTERIES PLUS - 270	BATTERIES SHOP LIGHTING	01-31-41-6212	140.86
00007	0		379-604991	06-Feb-12	BATTERIES PLUS - 270	RETN/REPURCHASE SHOP LIGHTING	01-31-41-6212	(8.79)
00010	0		900696	03-Feb-12	BRANNEKY HARDWARE	SMALL TOOLS FOR SHOP	01-31-41-7302	133.12
00010	0		901134	10-Feb-12	BRANNEKY HARDWARE	COAT HANGERS FOR SHOP	01-31-41-7304	14.97
01440	0		16707	27-Dec-11	BRONER GENERATOR SERVICE INC	REPAIR ALTERNATOR LEAF VAC	01-31-41-6211	165.00
01440	0		16707	27-Dec-11	BRONER GENERATOR SERVICE INC	SNOW PLOW MOTOR	01-31-41-7310	185.00
00099	0		3436504	08-Feb-12	CEEKAY SUPPLY	CUTTING TORCH SUPPLIES	01-31-41-7302	192.14
00099	0		1259831	31-Jan-12	CEEKAY SUPPLY	GAS RENTAL @ GARAGE	01-31-41-7307	64.08
00729	1		15885641	15-Dec-11	CERTIFIED POWER, INC.	SWITCHES-CALCIUM SYSTEM #313	01-31-41-7310	176.00
00394	0		11-2169	09-Feb-12	CHUCK'S BOOTS	BOOTS FOR STREET CREW	01-31-41-7308	229.98
00394	0		11-2175	13-Feb-12	CHUCK'S BOOTS	BOOTS FOR STREET CREW	01-31-41-7308	109.99
00235	0	P001303	STFB38-1112-124	15-Feb-12	CITY OF CHESTERFIELD	SALT PURCHASE 2/14/12 THRU CO	01-31-41-7310	13,270.33
01427	1		74717	02-Feb-12	CONTRACTORS WELDING INC.	WELDING REPAIR #312/313	01-31-41-6210	221.36
01466	0		140034501	02-Feb-12	CROSS MIDWEST TIRE	TIRES-TAR POT TRAILER	01-31-41-6211	203.00
01466	0		140034554	07-Feb-12	CROSS MIDWEST TIRE	TIRE REPAIR BACKHOE #410	01-31-41-6211	132.75
00080	0		07991105	11-Feb-12	DIERBERGS	FOOD FOR SNOW CREW	01-31-41-7310	82.09
00049	4		268	09-Feb-12	EMPLOYEE SOLUTIONS GROUP	TEMP HELP FOR STREETS	01-31-41-6207	540.00
00049	4		281	16-Feb-12	EMPLOYEE SOLUTIONS GROUP	TEMP HELP FOR STREETS	01-31-41-6207	540.00
00143	0		1220260144	26-Jan-12	F&C TRUCK SALES	AIR FILTERS #312/311	01-31-41-6210	211.56
00143	0		1213560044	22-Dec-11	F&C TRUCK SALES	EXHAUST MTLs TRUCK #312	01-31-41-6210	142.69
01231	0	P001338	010612	06-Jan-12	FICK SUPPLY SERVICE INC	DECEMBER 2011 LEAF HAULING	01-31-41-6202	17,375.50
01624	0		100-052	13-Feb-12	FORTELS PIZZA DEN	FOOD FOR SNOW CREW	01-31-41-7310	164.82
00128	1		S3064367.001	31-Jan-12	FROST ELECTRIC	CONDUIT FOR PW KITCHEN	01-31-41-7305	12.32
00105	2		0347-000142298	31-Jan-12	JOHNNY ON THE SPOT #347	RENTAL @ 2 SITES	01-31-41-6266	190.32
00789	0		367476	06-Feb-12	K&K SUPPLY	SAFETY GLOVES-STREETS	01-31-41-7308	54.12



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00819	0		SLS29975	16-Feb-12	KNAPHEIDE TRUCK EQ CENTER	PART-SALT SPREADER #309	01-31-41-6210	27.64
00515	0		1195	14-Feb-12	KRANZ AUTOMOTIVE BODY CO.	REPAIR-SALT SPREADER #311	01-31-41-6210	664.58
00156	0		0050857	09-Feb-12	L & C TRUCK REPAIR, INC.	TRUCK REPAIR #308	01-31-41-6210	2,001.77
00156	0		0050997	14-Feb-12	L & C TRUCK REPAIR, INC.	BRAKE REPAIR #209	01-31-41-6210	234.43
00156	0		0051013	14-Feb-12	L & C TRUCK REPAIR, INC.	BRAKE REPAIR #309	01-31-41-6210	574.41
00103	0		449485	01-Feb-12	MIDWESTERN PEST CONTROL	GARAGE PEST CONTROL	01-31-41-7301	67.50
00411	0		102773	07-Feb-12	N.B. WEST CONTRACTING CO.	ASPHALT STREET REPAIR	01-31-41-7305	169.00
00411	0		102765	07-Feb-12	N.B. WEST CONTRACTING CO.	COLD PATCH STREET REPAIRS	01-31-41-7305	514.00
00809	0		116594	03-Feb-12	RED BUD SUPPLY, INC.	MISC ITEMS FOR SHOP	01-31-41-7308	393.78
00110	0		310246	31-Jan-12	RICMAR INDUSTRIES	SNOW AWAY-SNOW PLOWS	01-31-41-7310	119.62
00241	0	P001340	31450	17-Nov-11	TREELAND NURSERY	12 SPARTAN JUNIPER TREES FOR C	01-31-41-6212	1,580.00
00178	0		200514	01-Feb-12	WARNER COMMUNICATIONS CORP.	REPAIR TRUCK 312	01-31-41-6210	159.00
Sum of Invoices								41,636.87



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-31-42-6253	32.44	
01480	1		2110529395	31-Jan-12	IESI MO - CHAMP LANDFILL LLC	DEER REMOVAL	01-31-42-6214	<u>89.09</u>	
							Sum of Invoices		121.53



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4335045	07-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/7/12)	01-31-43-7308	38.12
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-31-43-6253	37.03
00394	0		11-2175	13-Feb-12	CHUCK'S BOOTS	BOOTS FOR STREET CREW	01-31-43-7308	109.02
00394	0		11-2136	07-Feb-12	CHUCK'S BOOTS	BOOKS FOR JIM CONDELLA	01-31-43-7308	120.00
00117	0		5015261	25-Jan-12	HOME DEPOT	CONCRETE MTRLS-CURB REPAIR	01-31-43-6212	205.20
00789	0		367204	01-Feb-12	K&K SUPPLY	MTRLS CONWAY PK WATER LINES	01-31-43-6212	190.65
00209	0		142320/1	30-Jan-12	KIRKWOOD MATERIAL SUPPLY	ROCK FOR CONWAY PARK	01-31-43-6212	721.00
00155	0		2925/2924	31-Jan-12	KURTZ NURSERY & TOP SOIL CO.	LOAD OF DIRT FOR PARKS	01-31-43-6212	496.00
00103	0		449485	01-Feb-12	MIDWESTERN PEST CONTROL	GARAGE PEST CONTROL	01-31-43-7301	67.50
00040	0		775543	08-Feb-12	MILBRADT	OIL GAS CANS FOR SHOP	01-31-43-6211	19.50
00040	0		775236	02-Feb-12	MILBRADT	PART FOR PARK BLOWER	01-31-43-6211	22.26
00100	0		26002	07-Feb-12	MISSOURI PETROLEUM	CRACK SEAL FOR PARKS	01-31-43-6212	362.70
00113	0		416783	09-Feb-12	MISSOURI VOCATIONAL ENTERPRISES	CONSERVATION SIGN-LC PARK	01-31-43-6212	23.75
00110	0		310246	31-Jan-12	RICMAR INDUSTRIES	TP FOR PARKS	01-31-43-6212	127.56
00241	0		32260	17-Nov-11	TREELAND NURSERY	GINKGOS TREES-MILLENNIUM PK	01-31-43-6212	199.00
Sum of Invoices								2,739.29



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00114	11		832132988 1/12	31-Jan-12	AT&T	CELL PHONE USAGE JAN 2012	01-32-11-6253	168.88	
00303	1		10312246	30-Jan-12	MISSOURI LAWYERS MEDIA	P&Z MTG 2/21	01-32-11-6260	33.64	
00303	1		10312299	30-Jan-12	MISSOURI LAWYERS MEDIA	P&Z MEETING 2/21	01-32-11-6260	<u>37.12</u>	
							Sum of Invoices		239.64



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00316	0		020612	06-Feb-12	METROPOLITAN FIRE MARSHALS ASSOC.	FIRE MARSHALLS RENEWAL-S UNSER	01-32-61-6262	25.00	
01435	0		021612	16-Feb-12	MOSEIA	SEMINAR-DENNIS WOODS	01-32-61-6261	125.00	
00791	0		020912	09-Feb-12	MULLEN DIANA	MILEAGE REIMBURSEMENT	01-32-61-7307	9.99	
00044	1		265992316-122	09-Feb-12	NEXTEL	INSPECTORS CELL PHONES	01-32-61-6253	<u>305.48</u>	
							Sum of Invoices		465.47



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/22/2012

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00606	0	P001296	41431	09-Feb-12	HORNER & SHIFRIN INC	STORM WATER MASTER PLAN	02-61-71-9509-12521	9,020.75	
00606	0	P001342	41525	14-Feb-12	HORNER & SHIFRIN INC	PROJECT MANUAL AND FINAL DESIG	02-61-71-9510-12605	6,641.00	
00880	0	P001334	120108	31-Jan-12	INTUITION & LOGIC	PROJECT MANUAL AND FINAL DESIG	02-61-71-9510-12604	500.00	
00303	1		10311789	24-Jan-12	MISSOURI LAWYERS MEDIA	ADV-TREE PLANTING BID	02-61-71-9510-12603	436.80	
							Sum of Invoices		16,598.55
GRAND TOTAL OF ALL INVOICES									404,909.60

BILL NO. _____

ORDINANCE NO. _____

Bill No. 5360

Ordinance No. _____

AN ORDINANCE AMENDING THE ADOPTED 2011-2012 GENERAL FUND, ENTERPRISE FUND AND CAPITAL
FUND BUDGETS OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS
AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 27, 2011 BY ORDINANCE NO. 5199 AND AMENDED BY ORDINANCE NO. 5232 APPROVED ON NOVEMBER 28, 2011.

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

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL, ENTERPRISE AND CAPITAL FUNDS FOR THE 2011-2012 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$382,311 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND

LEGISLATIVE (CITY CLERK)	\$	3
ADMINISTRATION		9,008
INFORMATION SERVICES		2,474
FINANCE		7,024
MUNICIPAL COURT		3,361
COMMUNITY SERVICES		1,041
BUILDING MAINTENANCE		2,994
POLICE - ADMIN		16,583
POLICE - INVESTIGATIONS		13,061
POLICE - PATROL		86,384
PUBLIC WORKS - ADMIN		6,559
PUBLIC WORKS - STREETS		22,311
PUBLIC WORKS - PARKS		9,283
COMMUNITY DEVELOPMENT - BUILDING		13,655
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	\$	193,741

ENTERPRISE FUND

ICE ARENA	\$	13,205
GOLF MAINTENANCE		1,660
GOLF PROSHOP		6,162
TOTAL ADDITIONAL APPROPRIATIONS-ENTERPRISE FUND	\$	21,027

CAPITAL FUND

DIELMANN COMPLEX/MILLENIUM PARK SIGNAGE	\$	6,411
CAPITAL EQUIPMENT		87,132
CONWAY ROAD IMPROVEMENTS		45,000
BUS SHELTER		29,000
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	\$	167,543

TOTAL ALL ADDITIONAL APPROPRIATIONS	\$	<u>382,311</u>
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SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND, ENTERPRISE FUND AND CAPITAL FUND FOR THE 2011-2012 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF \$740,564.

GENERAL FUND	
POLICE - ADMINISTRATION	\$ 19,664
PUBLIC WORKS - HEALTH & WELFARE	95,000
PUBLIC WORKS - STREETS	30,000
TOTAL UNAPPROPRIATIONS-GENERAL FUND	<u>\$ 144,664</u>
ENTERPRISE FUND	
GOLF PROSHOP	\$ 5,900
TOTAL UNAPPROPRIATIONS-ENTERPRISE FUND	<u>\$ 5,900</u>
CAPITAL FUND	
ENERGY EFFICIENCY RETROFIT	\$ 440,000
PERFORMANCE CONTRACT - ENERGY EFFICIENCY	50,000
STREET IMPROVEMENTS - ASPHALT	45,000
GRAESER/OLIVE TDD CONTRIBUTION	55,000
TOTAL UNAPPROPRIATIONS-CAPITAL FUND	<u>\$ 590,000</u>
TOTAL ALL ADDITIONAL UNAPPROPRIATIONS	<u><u>\$ 740,564</u></u>

SECTION 3. THE ANNUAL GENERAL FUND OPERATING BUDGET FOR FISCAL YEAR 2011-2012 AS ADOPTED, IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES:

ACCOUNT	AMOUNT
SALES TAX	\$ 250,000
UTILITY TAX (ELECTRIC)	100,000
TOTAL GENERAL FUND REVENUES	<u>\$ 350,000</u>

SECTION 4. THE ANNUAL ENTERPRISE FUND BUDGET FOR FISCAL YEAR 2011-2012 AS ADOPTED IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES:

ACCOUNT	AMOUNT
REDUCTION IN REVENUE	\$ (10,000)
TOTAL ENTERPRISE FUND REVENUES	<u>\$ (10,000)</u>

SECTION 5. THE ANNUAL CAPITAL IMPROVEMENT FUND BUDGET FOR FISCAL YEAR 2011-2012 AS ADOPTED IS HEREBY AMENDED BY THE FOLLOWING INCREASES OR (DECREASES) IN BUDGETED REVENUES:

ACCOUNT	AMOUNT
OTHER REVENUES	\$ (471,500)
TOTAL ENTERPRISE FUND REVENUES	<u>\$ (471,500)</u>

BILL NO. _____

ORDINANCE NO. _____

SECTION 6. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2012.

TARA NEELEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____ 2012.

HAROLD DIELMANN
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: February 7, 2012

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Fiscal Year 2012 Budget Amendments

During the fiscal year it becomes necessary to adjust the adopted budget. Since the last budget adjustment in November 2011 a number of events have occurred that will require adjustment to the fiscal year 2012 budget adopted on June 27, 2011. Some of the more significant adjustments are:

1. Pension funding throughout city departments. As a result of the recent actuarial study the City's annual contribution was recommended at \$163,704 higher than budgeted.
2. Vehicle purchase deferred. Purchase of a city vehicle for the police department budgeted in the amount of \$19,664 will be deferred until FY 2013. Instead the money will be used for additional vehicle changeover costs as a result of the vehicle type change.
3. Reduction in refuse and recycling costs. The costs are being reduced by \$75,000 in refuse and \$20,000 in recycling. These reductions result from changes in the current contract and less than anticipated increase in the actual collection costs.
4. Reduction of \$30,000 in snow removal costs.
5. Increase in Enterprise Fund expenses of \$9,000 for modifying a portion of the pro shop into a meeting room.
6. Increase of \$87,132 for purchase of capital equipment from the Capital Improvement Fund. This was equipment budgeted and purchased in FY 2011 but not paid for until FY 2012.
7. Reduction in capital projects that will not be completed in FY 2012.
 - (1) Energy retrofit - \$440,000.
 - (2) Performance contract, energy improvements - \$50,000.
 - (3) Graeser/Olive TDD contribution - \$55,000.
8. Adjustment to street improvement account in the Capital Fund to increase Conway Road funding by \$45,000 with a reduction in the annual asphalt account by the same amount.

In addition some revenues will be adjusted. These include:

1. Sales Tax increased by \$250,000. This increase is primarily due to increase in city population and increase in retail sales.
2. Utility tax (electric) increase of \$100,000 primarily due to higher electric rates and increase in usage as a result of the hot summer.
3. Decrease in Capital Improvement Fund revenues of \$471,500. As mentioned, the energy retrofit will not be done this year and therefore no loan will be received.

Throughout this year it is anticipated that other budget amendments will be necessary. If you have any questions I will be pleased to answer them.

**PRELIMINARY BUDGET ADJUSTMENTS
2012**

ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	DEPT
GENERAL FUND REVENUES				
Utility tax Electric	01-00-00-4201		100000	
Sales Tax	01-00-00-4301		250000	
TOTAL REVENUE ADJUSTMENTS			350,000	
GENERAL FUND EXPENDITURES				
Legislative/City Clerk-Pension	01-11-13-5241	Pension Payment higher than anticipated due to Actuarial report	3	3
Administration-Pension	01-12-11-5241	Pension Payment higher than anticipated due to Actuarial report	9,008	9,008
Information Services-Pension	01-12-51-5241	Pension Payment higher than anticipated due to Actuarial report	2,474	2,474
Finance-Pension	01-13-11-5241	Pension Payment higher than anticipated due to Actuarial report	7,024	7,024
Municipal Court-Pension	01-13-14-5241	Pension Payment higher than anticipated due to Actuarial report	3,361	3,361
Maintenance-Municipal Property-Pension	01-16-11-5241	Pension Payment higher than anticipated due to Actuarial report	2,994	2,994
Police Administration-Pension	01-21-11-5241	Pension Payment higher than anticipated due to Actuarial report	16,583	
Police Administration-Vehicles	01-21-11-9502	Vehicle purchase deferred	(19,664)	(3,081)
Police Investigation-Pension	01-21-21-5241	Pension Payment higher than anticipated due to Actuarial report	13,061	13,061
Police Patrol-Pension	01-21-22-5241	Pension Payment higher than anticipated due to Actuarial report	66,720	
Police Patrol-Vehicle maintenance	01-21-22-6210	Additional change over costs due to vehicle type change. Money taken from Admin	19,664	86,384
Community Services-Pension	01-14-11-5241	Pension Payment higher than anticipated due to Actuarial report	1,041	1,041
Public Works-Admin-Pension	01-31-11-5241	Pension Payment higher than anticipated due to Actuarial report	6,559	6,559
Public Works-Health and Welfare-Refuse	01-31-42-6214	Less cost than anticipated in FY 2012	(75,000)	
Public Works-Health and Welfare-Recycling	01-31-42-6217	Less cost than anticipated in FY 2012	(20,000)	(95,000)
Public Works - Parks-Pension	01-31-43-5241	Pension Payment higher than anticipated due to Actuarial report	2,783	
Public Works - Parks-Water and Sewer	01-31-43-6254	More irrigation required than anticipated	6,500	9,283
Public Works - Streets-Pension	01-31-41-5241	Pension Payment higher than anticipated due to Actuarial report	12,311	
Public Works- Streets-Water and Sewer	01-31-41-6254	More irrigation required than anticipated	10,000	
Public Works- Streets-Snow Removal	01-31-41-7310	Less snow removal supplies needed than anticipated	(30,000)	(7,689)
Public Works- H & W-Pension	01-31-42-5241	Pension Payment higher than anticipated due to Actuarial report	0	
Community Dev-Planning-Pension	01-32-11-5241	Pension Payment higher than anticipated due to Actuarial report	0	0
Communitu Dev-Building-Pension	01-32-61-5241	Pension Payment higher than anticipated due to Actuarial report	13,655	13,655
TOTAL EXPENDITURE ADJUSTMENTS			49076	49,076
ACCOUNT	ACCOUNT NUMBER	DESCRIPTION	AMOUNT	

ENTERPRISE FUND-REVENUES

Golf Clubs Revenue	06-00-00-4511	Revenues over budgeted	-2500
Golf Balls Revenue	06-00-00-4512	Revenues over budgeted	-4000
Misc. Merchandising Revenue	06-00-00-4517	Revenues over budgeted	-3500

ENTERPRISE FUND-REVENUES-CONTINUED

TOTAL ENTERPRISE FUND REVENUE ADJUSTMENTS			-10000
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ENTERPRISE FUND-EXPENDITURES

Ice Arena	06-14-31-5241	Pension Payment higher than anticipated due to Actuarial report	4205	
Ice Arena_Building Improvements	06-14-31-9501	Conversion of Proshop area into a meeting Room	9000	13205
Golf Course Maintenance	06-14-32-5241	Pension Payment higher than anticipated due to Actuarial report	1660	1660
Golf Course Pro Shop	06-14-33-5241	Pension Payment higher than anticipated due to Actuarial report	262	
Golf Course Pro Shop	06-14-33-6210	Replacement Batteries for older Golf carts required	5900	
Golf Course Pro Shop	06-14-33-8320	Less merchandise purchased than required	-5900	262

TOTAL ENTERPRISE FUND EXPENDITURE ADJUSTMENTS			0	
			15127	15127

CAPITAL FUND REVENUES

Other Revenues_Energy Retrofit Loan	02-00-00-4755	Project will not be done this year	-471500
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TOTAL CAPITAL FUND REVENUE ADJUSTMENTS			-471500
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CAPITAL FUND EXPENDITURES

Dielmann Complex/Millennium Park Signage	02-61-71-9501-11105	Work Budgeted for FY 2011 but will be completed in FY 2012	6411
Bus Shelter	02-61-71-9501	Bus Shelter to be paid for with Private Funds	29000
Energy efficiency Retrofit	02-61-71-9501-12101	Retrofit reduced in scope	-440000
Street Improvements-Asphalt	02-61-71-9510-12601	Reduced funding to pay for Conway Road increase	-45000
Conway Rd. Improvements	02-61-71-9510-12602	Increased funding for Conway Road Improvements	45000
Performance contract-Energy improvements	02-61-71-9514-12301	Program will not be done this year	-50000
Graeser/Olive TDD contribution	02-61-71-9514-12302	City purchased Note so Contribution not required	-55000
Capital Equipment	02-61-71-9516	Equipment budgeted in FY 2011 but not received and actually paid for until 2012	87132
TOTAL CAPITAL FUND EXPENDITURE ADJUSTMENTS			-422457

EXPENDITURE SUMMARY

GENERAL FUND ADDITIONAL APPROPRIATIONS	193741
GENERAL FUND UNAPPROPRIATIONS	144664
NET INCREASE/DECREASE IN GENERAL FUND APPROPRIATIONS	49077
ENTERPRISE FUND ADDITIONAL APPROPRIATIONS	21027
ENTERPRISE FUND UNAPPROPRIATIONS	5900
NET INCREASE/DECREASE IN ENTERPRISE FUND APPROPRIATIONS	15127
CAPITAL FUND ADDITIONAL APPROPRIATIONS	167543

CAPITAL FUND UNAPPROPRIATIONS	590000
NET INCREASE/DECREASE IN CAPITAL FUND APPROPRIATIONS	-422457
 TOTAL ADDITIONAL APPROPRIATIONS ALL FUNDS	 382311
TOTAL UNAPPROPRIATIONS ALL FUNDS	740564

REVENUE SUMMARY

GENERAL FUND ADDITIONAL REVENUES	350000
GENERAL FUND REDUCTION IN REVENUES	
 ENTERPRISE FUND ADDITIONAL REVENUES	 0
ENTERPRISE FUND REDUCTION IN REVENUES	10000
 CAPITAL FUND ADDITIONAL REVENUES	 471500
CAPITAL FUND REDUCTION IN REVENUES	
 TOTAL ADDITIONAL REVENUES ALL FUNDS	 350000
TOTAL REDUCTION IN REVENUES ALL FUNDS	481500

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR USED-ONLY AUTOMOTIVE DEALER AT 10623 BAUR BOULEVARD

WHEREAS, under Section 405.380(C), all used-only automotive dealers in the “LI” Light Industrial zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Wally Overstreet, owner of Classic Cars Plus, LLC D/B/A “Overstreet House of Cars”, for a conditional use permit for the sale of used automobiles, where all activity will occur inside the building at 10623 Baur Boulevard; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, February 21, 2012, 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 6-0 vote, recommended approval of the improvements, subject to the conditions contained herein, at its meeting on February 21, 2012; and

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

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

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

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

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a whose legal description is as follows:

A part of Section 2 of Lindbergh-Warson Industrial Center, as per plat recorded in Plat Book 76 page 13 of the St. Louis County records and described as follows: Beginning at

a point In the Northern line of Baur Boulevard, 50 feet wide, at its intersection with the Western line of tract conveyed to United Biscuit Co., by deed recorded in Book 3620 page 480 of the St. Louis County records; thence along the West line of said tract so conveyed North 0 degrees 25 minutes East 268.01 feet to the Southern line of the right of way of the Chicago, Rock Island and Pacific Railroad Co., thence along said Southern line North 80 degrees 59 minutes West 251.23 feet to the Eastern line of tract conveyed to Compton and Sons, Inc., by deed recorded in Book 3641 page 476 of the St. Louis County records; thence along said Eastern line South 0 degrees 25 minutes West 303.50 feet to the Northern line of Baur Boulevard and thence along said Northern line South 89 degrees 35 minutes East 248.44 feet to the place of beginning.

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

1. The Conditional Use Permit shall be for the operation of a used-only automotive dealer located at 10623 Baur Boulevard.
2. All business operations shall take place indoors, and at no time will any vehicle that is on the premises for display, sale or service be parked or displayed outdoors.
3. The hours of operation shall be: 9:00 a.m. to 4:00 p.m. Monday through Friday; or by appointment only.
4. Additional business hours may be permitted with the Zoning Administrator's approval, including but not limited to, the catering of special events.
5. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
6. Any future enlargement, extension, expansion or exterior 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 exterior alteration may be issued.
7. Parking shall be provided per the site plan submitted with Application 12-002. Additional parking shall be striped and fencing shall be removed to create a minimum of 43 total parking spaces, without creating additional site coverage, in accordance with Section 405.800(H)(3), at the owner's expense, at any time upon written notification from the Planning and Zoning Commission.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
9. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
10. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the

BILL NO. 5361

ORDINANCE NO. _____

time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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 _____, 2012.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

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
#12-002 FOR A NEW CONDITIONAL USE PERMIT FOR USED-ONLY
AUTOMOTIVE DEALER FOR OVERSTREET HOUSE OF CARS
LOCATED AT 10623 BAUR BOULEVARD**

FOR THE MEETING OF: February 21, 2012

LOCATION: 10623 Baur Boulevard, in "LI" Light Industrial District

REQUEST:

Wally Overstreet, owner of Classic Cars Plus, LLC D/B/A "Overstreet House of Cars", has submitted a request for a conditional use permit for the sale of used automobiles, where all activity will occur inside the building. The property is located at 10623 Baur Boulevard, west of N. Warson Road and east of Lindbergh Boulevard and Research Boulevard near the northeast city boundary.

ADDITIONAL INFORMATION:

On October 24, 2011, the City Council approved a text amendment to include the sale of used-only automotive dealers in the "LI" District as a conditional use, provided that all business operations will take place indoors, and at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors.

APPLICANTS: Wally Overstreet
Classic Cars Plus, LLC D/B/A
"Overstreet House of Cars"
10623 Baur Boulevard
Creve Coeur, MO 63112

Key Issues:

- Does the request integrate with the surrounding uses?
- Does the request further the goals and/or implement the Comprehensive Plan?

Comp. Plan References

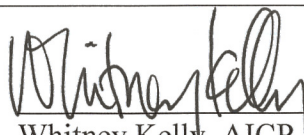
- Commerce Center Action Area

Zoning Code References

- Section 405.380 "LI" Light Industrial District
- Section 405.470 Conditional Uses
- Article VII Off-Street Parking And Loading Regulations



REPORT PREPARED BY:


Whitney Kelly, AICP, City Planner

2/17/2012
Date

ATTACHMENTS: Applicant's Materials received December 30, 2011
Draft Ordinance

INTRODUCTION

Wally Overstreet, owner of Classic Cars Plus, LLC D/B/A “Overstreet House of Cars”, has submitted a request for a conditional use permit for the sale of used automobiles. The applicant is a small, low-volume classic car dealer specializing in fully restored antique, vintage and collector cars. All activity occurs indoors where only routine maintenance is done on site. The hours of operation are Monday through Friday, 9:00 a.m. to 4:00 p.m., or by appointment, with the use of the internet as the primary source for sales. The applicant maintains a rotating inventory of approximately 70 classic vehicles, with 50 of that part of his private collection. The applicant has made significant building code upgrades to the interior of the building to create a “nostalgic showroom” atmosphere, including a 50’s style diner that is strictly for ambiance purposes and is only used to serve popcorn and soda refreshments to visitors. The applicant is not seeking a conditional use permit for food service as an eating and drinking establishment, nor is it generally open to the public. However, small groups may come and tour the facility.

The existing 27,337 sq. ft. warehouse building was originally built in 1959 on a site of approximately 1.624 acres. The property is located within the “LI” Light Industrial District at 10623 Baur Boulevard, west of N. Warson Road and east of Lindbergh Boulevard and Research Boulevard near the northeast city boundary. The applicant is not proposing any changes to the site or exterior of the building.

BACKGROUND AND ZONING HISTORY

The building was originally built in 1959 in unincorporated St. Louis County, prior to annexation into the city as part of the Lindbergh-Warson Industrial Center. The property is currently zoned “LI” Light Industrial.

On October 24, 2011, the City Council approved a text amendment to include the sale of used-only automotive dealers in the “LI” District as a conditional use, provided that all business operations will take place indoors, and at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors. Addition site conditions were also included and discussed further below under Zoning Review.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Industrial	Unincorporated St. Louis Co.	N/A
South	Industrial	“LI” Light Industrial	Baur Boulevard
East	Industrial	“LI” Light Industrial	NA
West	Industrial	“LI” Light Industrial	NA

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Commerce Center Action Area located on the east end of Olive Boulevard. The Comprehensive Plan does not provide much direction for this area except for “Monitor development in the Lindbergh-Warson Industrial Park and explore ways to encourage long-term viability of this area” under the Residential Preservation and Economic Development goals and objectives (page 71). The Comprehensive Plan also discusses upgrading the architectural quality of the building stock as businesses expand or redevelop. The applicant is the first to introduce this use to the “LI” District and has made significant upgrades to the

architecture to create a “nostalgic showroom” atmosphere. He is not proposing any exterior modifications to the building, but instead, has cleaned and repaired the original mid-century modular façade. Therefore, the proposed use would satisfy the goals and objectives of the Comprehensive Plan.

ZONING REVIEW

Pre-conditions:

Used-only automotive dealers are permitted with conditions in the “LI” Light Industrial District subject to the provisions of Section 405.470:

SECTION 405.470: CONDITIONAL USES

12. Motor vehicle, new and used, used only, and motorcycle dealers--SIC Codes 551, 552, and 557 (conditional use in the "LI" District).
 - a. Indoor operations only. All business operations (including, but not limited to, vehicle service, cleaning and storage) will take place indoors, and at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors. This shall not be interpreted to require service bay doors to be closed except as may be required by an approved conditional use permit.
 - b. Site size. Shall be located on lots of not less than one (1) acre.
 - c. Trash disposal and storage. All used tires and parts, trash and similar objects shall be stored and fully screened from view of the public right-of-way.

The applicant has indicated that all cars and any maintenance occur inside the building in order to protect them from the elements (including washing the cars within the heated garage area). The trash dumpster is located behind the main entrance of the building and not viewable from the public right-of-way. The property consists of 1.6 acres, thus satisfying all of the requirements for the conditional use.

Parking:

Parking regulations for Automotive Dealers are discussed under Section 405.820(F)(1) of the Required Off-Street Parking Spaces regulations:

- F. Wholesale And Retail Trade (SIC codes 50-59).
 1. Automotive (SIC Code 55) (not including automobile repair (SIC Code 75)):
 - a. Automobile or boat dealers (SIC Codes 5510, 5520, 5550, 5560 and 5590). One (1) space per two hundred fifty (250) square feet of show room floor area plus three (3) parking spaces per service bay plus one (1) space per one thousand two hundred fifty (1,250) square feet of total aggregate building area. Parking spaces typically occupied by new or used automobiles for sale shall not be counted towards the required off-street parking requirements. Such parking spaces occupied by automobiles for sale do not have to meet the minimum parking space requirements specified in this Chapter.

Under these requirements, the parking needed on site would be approximately 43 spaces. The site is currently striped for 27 spaces. The Planning and Zoning Commission may approve a lesser amount of parking if the applicant can demonstrate that the demand is not typical to the use, and that should their become a problem, that adequate parking can be provided, per Section 405.800 General Provisions of Article VII Off-Street Parking And Loading Regulations:

SECTION 405.800: GENERAL PROVISIONS

H. Variance In The Required Number Of Parking And Loading Spaces. The number of parking and loading spaces to be constructed may be less than the number of spaces required herein in the event that the following conditions are met to the satisfaction of the Planning and Zoning Commission:

1. Evidence is submitted firmly documenting that the special nature of the use, activity or building proposed requires less parking area or spaces than required by this Chapter for the same.
2. The site development plan submitted to and approved by the Planning and Zoning Commission in accordance with Section 405.810 or Section 405.1080 indicates that the location and layout of that portion of the parking requirement deemed unnecessary can and will be constructed accordingly on the surface of the site in the event that the Planning and Zoning Commission determines at any time that all or any portion of this parking is necessary.

In no event shall any portion of the required parking or loading that is so designated for future construction as provided herein be counted as open space or other non-paved area required by other provisions of this Chapter.

3. The owner shall initiate construction of the approved "future" parking area(s), as identified on the approved site development plan, within three (3) months of the date of the first (1st) letter sent to the owner of record from the Planning and Zoning Commission Chairperson, identifying that such parking is determined to be necessary. (R.O. 2008 §26-91; Ord. No. 1903 §1, 11-24-97; Ord. No. 1926 §1, 3-12-98)

The applicant has indicated that with only two employees and only a handful of other cars visiting at any one point in time (customers or friends/family, etc.) there is no need for more parking than currently available. Further the applicant states that "in fact, current parking is more than adequate for the small volume of activity (usually 3 or 4 cars and never more than 10) that visit the site". Staff has verified that a total of 53 spaced could be created with the removal of the fenced area (see figure below) which exceeds the Zoning Code requirement of 43 spaces.

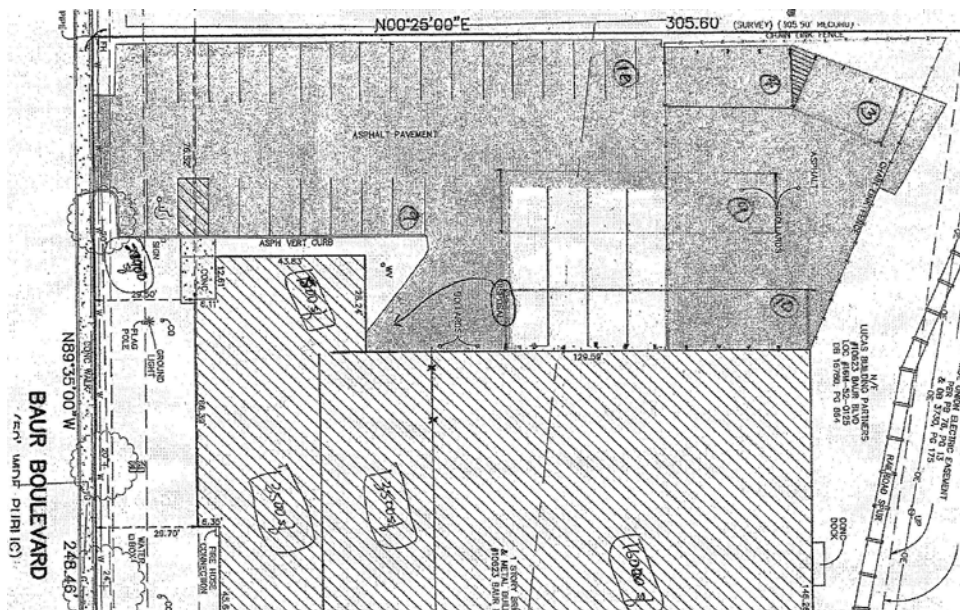


Figure 1: Close-up of Site plan of the parking area with the designation of "future" parking.

Given that the applicant is utilizing an existing warehouse building, the low volume “inside” classic car use, and the unique nature of the business (in that it does not operate in the same manner as general automotive dealers by attracting the general public), Staff does not anticipate a problem with the existing parking available, and recommends approval of the parking variance.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the requirements of the Comprehensive Plan and Zoning Ordinances. Staff recommends approval subject to the conditions below which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of a used-only automotive dealer located at 10623 Baur Boulevard.
2. All business operations shall take place indoors, and at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors.
3. The hours of operation shall be: 9:00 a.m. to 4:00 p.m. Monday through Friday; or by appointment only.
4. Additional business hours may be permitted with the Zoning Administrator’s approval, including but not limited to, the catering of special events.
5. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code.
6. Any future enlargement, extension, expansion or exterior 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 exterior alteration may be issued.
7. At any time, upon written notification from the Planning and Zoning Commission, the area designated as additional “future” parking, shall be striped in accordance with Section 405.800(H)(3) at the owner’s expense.

ACTION

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

MOTION

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

“I move to recommend approval of Application #12-002 for the Conditional Use Permit for Overstreet House of Cars for used-only automotive dealer located at 10623 Baur Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report dated February 17, 2012” (conditions may be added, eliminated, or modified by preceding motion).

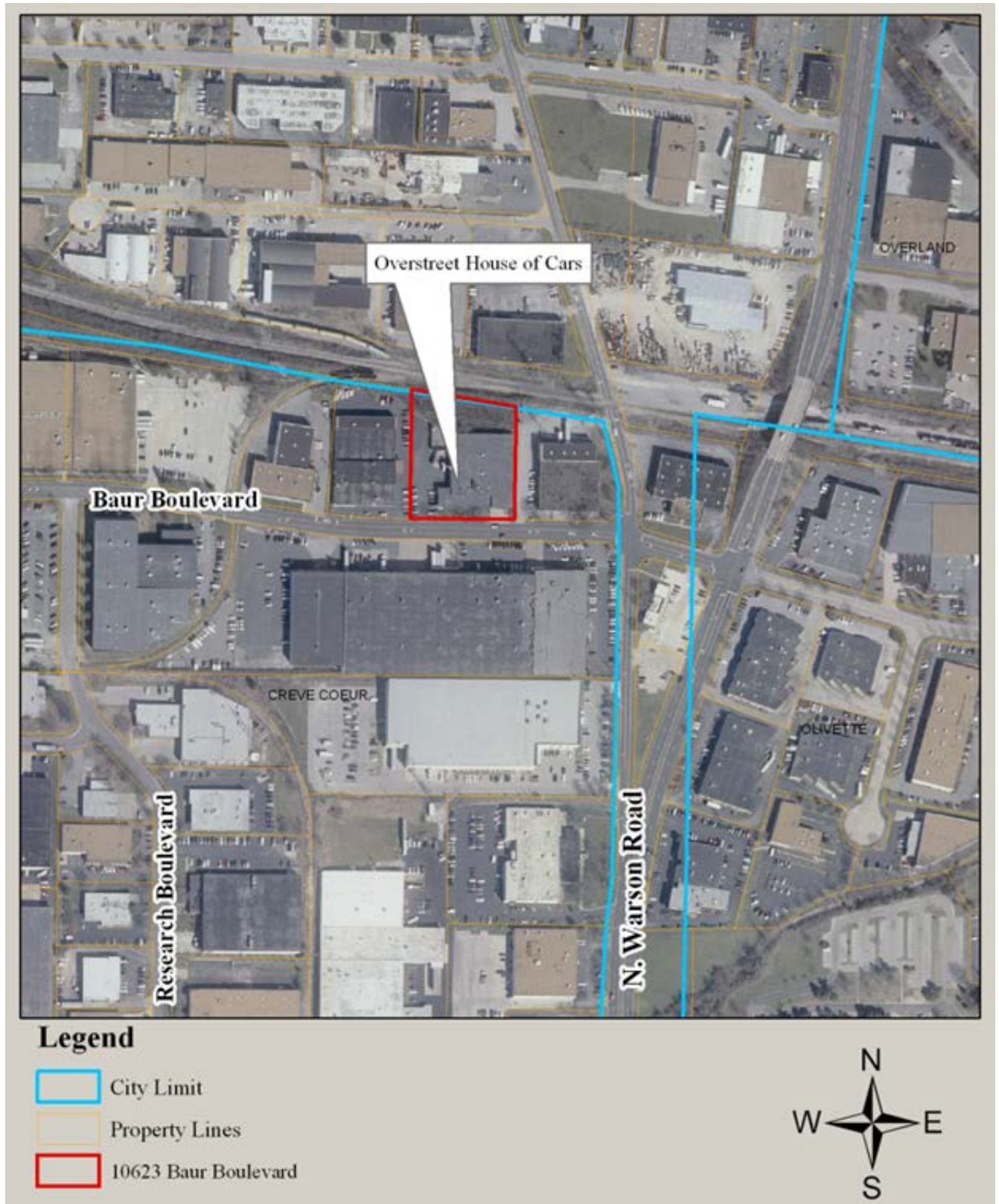
APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 9/26/2011 & 1/30/2012
	Description: View of the front entrance from the southwest corner of the property.
	Description: View of the parking area from Baur Boulevard, note that the dumpster is screened from view by the front of the building and landscaping.
	Description: View of the parking lot looking northeast toward the west side of the building, note the dumpster is behind the main entrance and office area of the building, generally out of view from the public right-of-way.



city
of

CREVE COEUR

PLANNING DIVISION

300 North New Ballas Road Creve Coeur, Missouri 63141

Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
<u>Wally Overstreet</u> Name <u>Classic Cars Plus, LLC D/B/A</u> <u>Overstreet House of Cars</u> Company (If Applicable) <u>10623 Baur Blvd</u> Address <u>Creve Coeur, Mo 63132</u> Address Telephone # <u>(636) 734-3239</u> Fax # _____ Email: <u>Wallstreet1828@yahoo.com</u>	 Name _____ Company (If Applicable) _____ Address <u>N/A</u> Address _____ Telephone # _____ Fax # _____ Email: _____
<u>Wally Overstreet</u> Applicant's Signature	_____ Applicant's Representative's Signature

Property Information:	Owner's Acknowledgement (if different from applicant):
<u>10623 Baur Blvd</u> Address <u>Creve Coeur, Mo 63132</u> Address Development Name (if any) <u>"L1" - Light Industrial</u> Current Zoning Prior CUP Approvals (if known) _____ _____ _____	 Name _____ Company (If Applicable) _____ Address <u>N/A</u> Address _____ Telephone # _____ Fax # _____ Email: _____ _____ Owner's Signature

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Classic Car dealer storing & selling cars
via the internet. All cars stored & maintained inside the
building in showroom atmosphere. Occasional tours for small
groups (family, friends, car clubs, retirees, school kids) free of charge.

Gross Floor Area – Existing and Proposed: 27,XXX sq

Number of Seats (for restaurant only): N/A

Number of Employees at the busiest shift: 1 full time - 2 part time employees

Hours of Operation: 9A-4P Mon-Fri (or) By Appointment Only

Current or Most Recent Use of the Property: Commercial Roofing distributor

Will the applicant apply for a liquor license: Yes _____ No ✓

Rationale

Please describe in detail, on an attached sheet, the reasons why you believe the request for a conditional use permit should be approved and what steps are being taken to lessen any impacts on surrounding residences and businesses. An explanation of the building and landscape designs (if changes are proposed) should also be included.

Submittal Checklist

- | | |
|---|---|
| ☒ Rationale | ☐ Building elevations for new construction |
| ☒ Site plan | ☐ Photographs of existing structures |
| ☐ Access and parking plan; (may be shown on site plan) | ☐ Materials samples |
| ☐ Landscape plan | ☐ Fees: \$250 (non-refundable) |
| ☐ Floor plan | ☐ \$2000 (refundable deposit) |
| ☐ Electronic copies of all materials | ☐ Other items as requested by staff |

Preferred Public Hearing Date: Tuesday ~~Monday~~ February 21, 2012.

****See attached schedule and confirm available meeting dates with Planning Division staff****

Office Use Only

____ All Sections Complete

____ All Documents, incl. e-Copies

____ Fees Paid

Received By: _____

Date: _____

Paul Langdon, AICP, Planning Director

Whitney Kelly, AICP, City Planner

Julie Lowery, Administrative Assistant (872-2501)

Revised: 11/11



Planning & Zoning Commission Meeting Schedule - Alternate 2012

Meeting Date	Agenda Items	Application Deadline	Publication Deadline
January 3 (Tuesday) January 17 (Tuesday)	Old Business/Work Session Public Hearing/New Business	December 19, 2011	December 30, 2011
February 6 February 21 (Tuesday)	Old Business/Work Session Public Hearing/New Business	January 23, 2012	February 3, 2012
March 5 March 19	Old Business/Work Session Public Hearing/New Business	February 20	March 2
April 2 April 16	Old Business/Work Session Public Hearing/New Business	March 19	March 30
May 7 May 21	Old Business/Work Session Public Hearing/New Business	April 23	May 4
June 4 June 18	Old Business/Work Session Public Hearing/New Business	May 21	June 1
July 2 July 16	Old Business/Work Session Public Hearing/New Business	June 18	June 29
August 6 August 20	Old Business/Work Session Public Hearing/New Business	July 23	August 3
September 4 (Tuesday) September 17	Old Business/Work Session Public Hearing/New Business	August 20	August 31
October 1 October 15	Old Business/Work Session Public Hearing/New Business	September 17	September 28
November 5 November 19	Old Business/Work Session Public Hearing/New Business	October 22	November 2
December 3 December 17	Old Business/Work Session Public Hearing/New Business	November 19	November 30

Rationale for Conditional Use Permit

Classic Cars Plus, LLC D/B/A “Overstreet House of Cars” is a small, low-volume classic car dealer specializing in antique, vintage and collector cars. Starting as hobbyist and collectors in 1998 we became a car dealer in 2002 and have sold about 90 classic cars since then (24 sales in 2011). Our rotating inventory of approximately 70 classic vehicles includes around 50 that we like to call our “collection” that’s part of a longer term inventory available for sale. The remaining 20 cars are shorter-term inventory purchased for immediate sales. The internet is the primary source of lead flow for sales. We don’t attempt to display cars outside to draw in the public, as serious buyers will usually contact us to schedule an appointment. In addition, with one full-time employee to handle sales, maintenance, etc. we really don’t want to tour unscheduled “tire kickers” through the building.

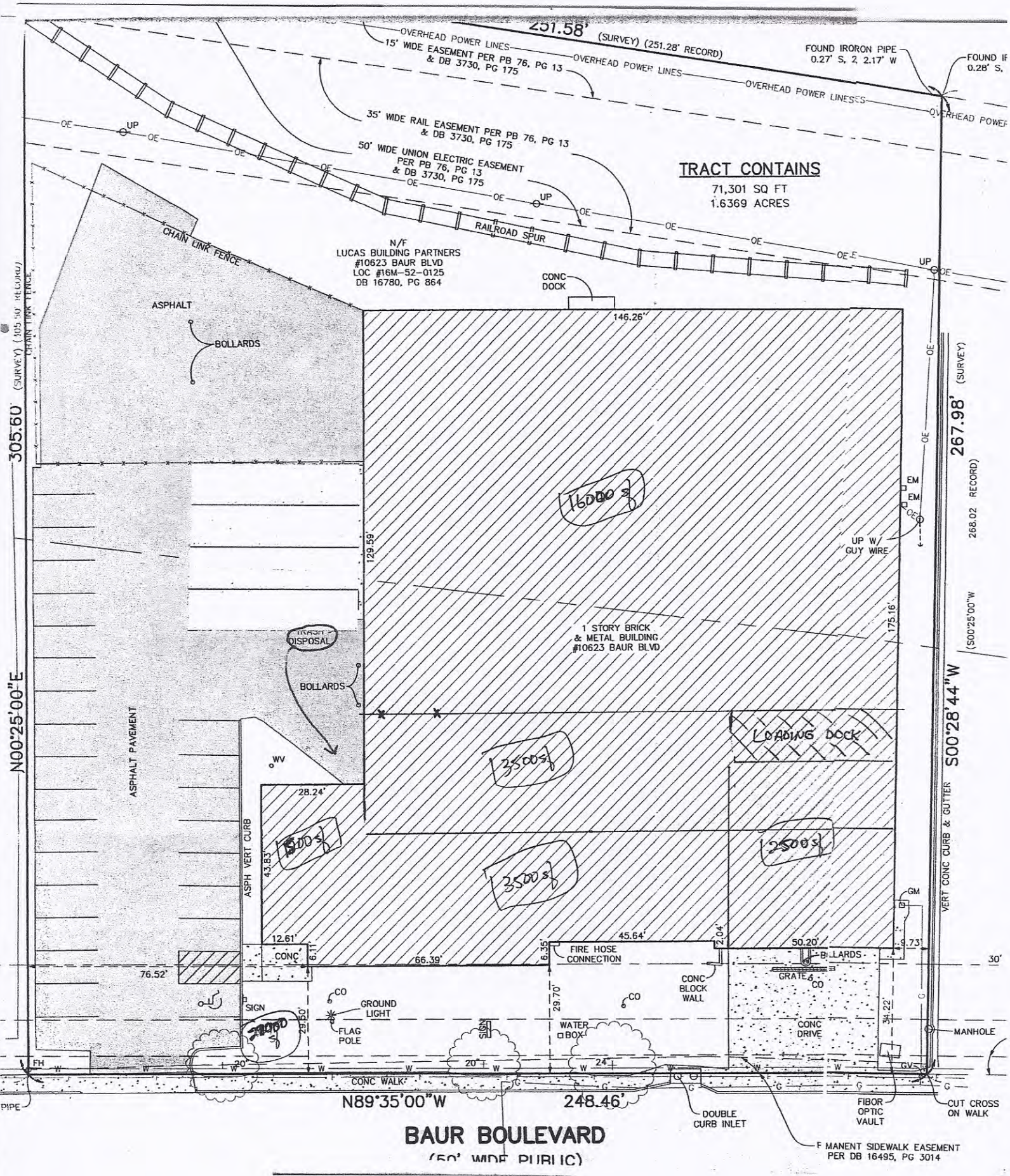
Our classic cars, from the 1920s-1970s are purchased fully restored or well maintained originals including hotrods, “muscle” cars, fabulous 1950s cars, sports cars and exotics. Accordingly, they are all stored inside to protect them from the elements. Since these cars are fully restored, only routine maintenance is done at our building such as oil changes and minor repairs/tune ups. Cars are washed inside also in our heated garage area.

We have invested many dollars in the building to comply with code regulations for proper ventilation of carbon monoxide exhaust, fire code compliance, etc. We have also decorated the building inside to give a “nostalgic showroom” atmosphere for occasional tours for family, friends, potential customers

and collector car hobbyists. We also plan to invite small groups such as retirees residing in retirement homes and school age kids “free of charge” as a way to give back to the community. These small tours would be both entertaining and educational. We do not have plans to host parties such as wedding receptions or corporate events.

In summary, “Overstreet House of Cars” at 10623 Baur Blvd. is a well-maintained, beautifully landscaped property that generates minimal activity outside the building. We are a low volume “inside” classic car dealer that has complied with code regulations necessary for inside car sales and storage including tours of small groups.

(Please see attached site plans and photographs)





QUARTER
House of Cars
10623 BAUR BLVD.









OVERSTREET
House of Cars
10623 BAUR BLVD.



DO NOT
PARK
TOWARD CURB

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WASTE MANAGEMENT
1-800-98-WASTE
WWW.WM.COM







MEMORY LANE





1934
Ford
Coupe
Custom



CLASSIC CAR DRIVE

MEMORY LANE

EASY STREET











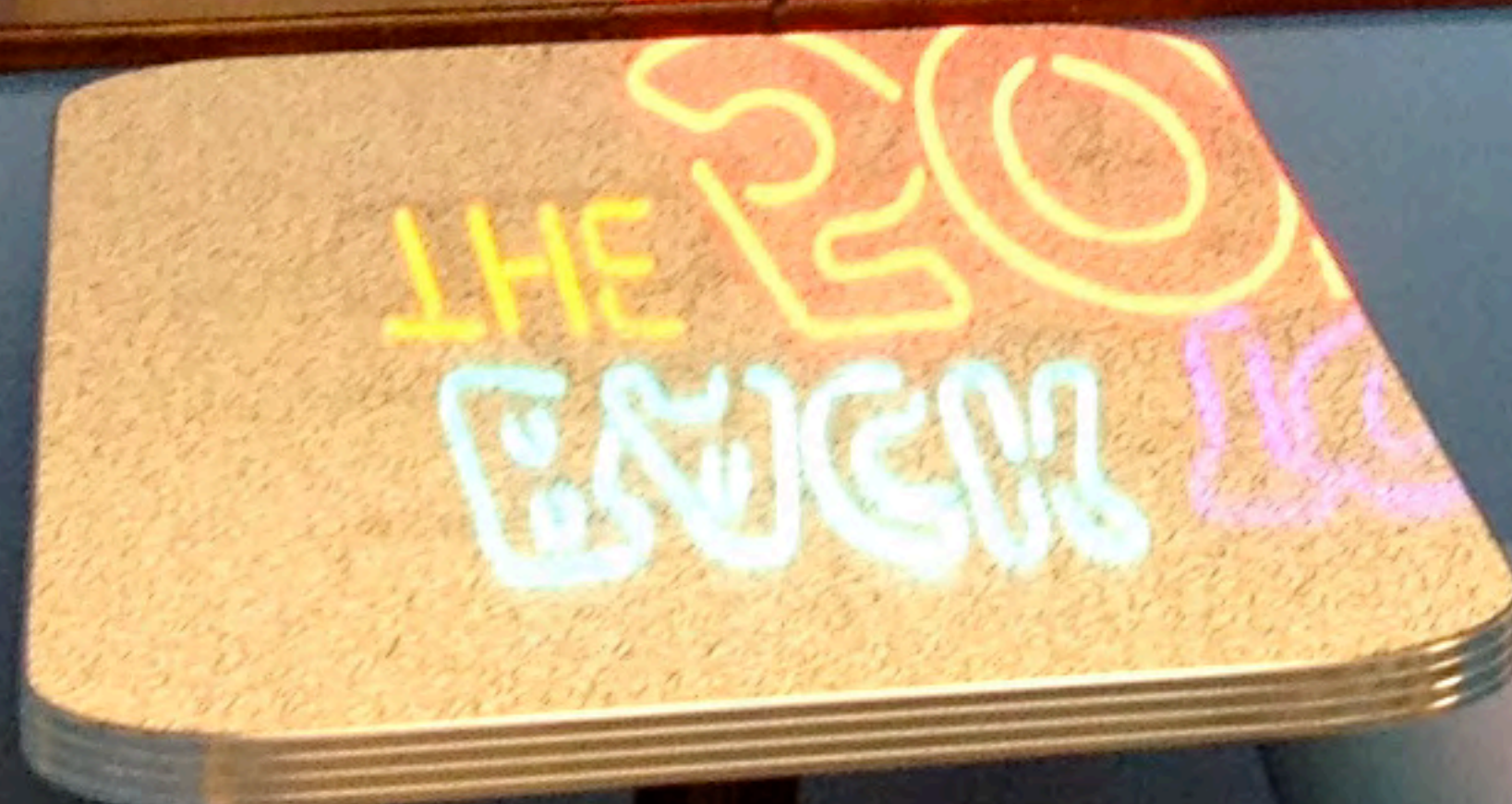




2006
Chevrolet
Corvette

CAUTION









Dennis Woods

April 23, 2010

Building Inspector

City of Creve Coeur

300 N. New Ballas Road

Creve Coeur, Mo 63141

Dear Dennis,

As you know, we are using the building at 10623 Baum to maintain & store our classic cars. Our goal is to have a showroom/museum atmosphere.

Please note that all major repairs are done away from the building by outside vendors. Accordingly, our supplies are limited to those of an average "household" garage as follows:

- ① General cleaning supplies: car washing soap, window cleaner, car detail/wax spray
- ② Case of motor oil, few containers of anti-freeze, transmission/power steering/brake fluids
- ③ 5 Gallon can of gasoline & can of quick start spray
- ④ Battery charger & air compressor

If you have any questions let me know.

Sincerely,

W. J. [Signature]
Building Owner



Nick Overstreet 636-675-1828
www.OverstreetHouseOfCars.com



Nick Overstreet 636-675-1828

Wally Overstreet 636-734-3239

www.OverstreetHouseOfCars.com

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, FEBRUARY 21, 2012

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Dr. Michael Barton

Mr. Gary Eberhardt, Vice Chair

Ms. Cynthia Kramer

Mr. James Faron

Mr. Ken Howard

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: Good evening.

I'd like to call to order the Planning & Zoning
Commission Meeting for the City of Creve Coeur, Missouri
for Tuesday, February 21st, 2012.

We'll start with roll call.

I don't see Dr. Barton.

Page 1

7 Mr. Gary Eberhardt?
8 MR. EBERHARDT: Present.
9 CHAIRMAN MADDEN: Mr. James Faron?
10 MR. FARON: Present.
11 CHAIRMAN MADDEN: Mr. Ken Howard?
12 MR. HOWARD: Present.
13 CHAIRMAN MADDEN: Ms. Cynthia Kramer?
14 MS. KRAMER: Present.
15 CHAIRMAN MADDEN: I don't see Mr. Schnarr.
16 Mr. Carl Lumley, our City 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: Julie Lowery, our Recording
25 Secretary?

2

1 MS. LOWERY: Present.
2 CHAIRMAN MADDEN: And Dr. Barton?
3 MR. BARTON: Present.
4 CHAIRMAN MADDEN: Okay.
5 So we'll go to new business.
6 Application No. 11-032: Request for a new
7 conditional use permit for used-only automotive dealer for
8 Sherman Motors located at 10665 Baur Boulevard.
9 And that's been withdrawn.
10 So we'll go to Public Hearing Application
11 No. 12-002: Request for a new conditional use permit for

12-002.Used Auto Sales CUP.Hearing transcript.txt
12 used-only automotive dealer for Overstreet House of Cars
13 located at 10623 Baur Boulevard.

14 And anybody that's involved in this, if they'd
15 like to come up and get sworn in, or if you're going to be
16 commenting on this, if you want to get sworn in now.

17 (The speakers were sworn in by the court
18 reporter.)

19 CHAIRMAN MADDEN: Sir, and for the record, could
20 you please state your name and your address, please.

21 MR. OVERSTREET: Sure.

22 My name is Wally Overstreet. I'm the owner of
23 Overstreet House of Cars. And I live at 12 Woods Hill in
24 Town and Country.

25 CHAIRMAN MADDEN: Okay. Thank you.

1 MR. OVERSTREET: Before I get started here, just³
2 give you a quick background on myself.

3 I'm a St. Louis native. Went to McClure High
4 School. UMSL for my undergraduate. Then I went right out
5 into the CPA world for ten years with KPMG Pete Marwick.
6 And then I was a CFO for five years for a small trucking
7 outfit. And after 15 years of being an accountant, I
8 decided I wanted to do something different, so I started a
9 accounts receivable management company that's still in
10 existence, and that's my main business.

11 That allowed me to start collecting cars in the
12 mid '90s. That's how I got into this car hobby.

13 I bought my first car in '98, and after four or
14 five years of doing that, I decided that I better become a
15 dealer and try to sell some of these cars, and prove to my
16 wife that these cars are investments and you can make
17 money on them now and then.

18 I needed to pay for my hobby, which was getting
19 bigger, so we've actually been a dealer since '02. We
20 haven't sold a lot of cars. We've been through about 90
21 cars since then. Our biggest year was last year; we sold
22 24 cars. And we would like to try to sell about 50 to
23 cover our hobby costs and pay for my son's job.

24 My son is a main employee. He's the one that's
25 in charge of selling the cars.

1 My job is really to drive them and exercise
2 them. And it's really an internet business.

3 I'll try to give you the highlights here on my
4 conditional use permit application.

5 It's really an internet business. We've got a
6 website. We advertise on a few other car websites.
7 People generally make an appointment to come in to look at
8 the car, although that's not mandatory.

9 We have, you know, regular business hours, but
10 we're not looking to attract the public in because we've
11 got a small crew; just my son and my mechanic friend that
12 keeps the cars maintained.

13 So, you know, a car club person or someone
14 that's really into cars, we would love to show off the
15 place, so we have people come in, but we're really not
16 staging cars or anything like that to draw in the -- in
17 the public. We want to keep it low-key. We don't want to
18 be Johnny Londoff or Dave Sinclair.

19 We have all kinds of cars. Quite a variety. We
20 started out muscle cars, and then we got into the fabulous
21 '50s, and then we went through a hot rod phase. We got a
22 lot of hot rods and sports cars. So we got a little bit

12-002.Used Auto Sales CUP.Hearing transcript.txt
23 of everything, and they're all, you know, restored cars.

24 We don't do the restoration work. We buy them
25 done and just try to keep them maintained, so they're all

1 stored inside. 5

2 We have one drive-in door where we pull the cars
3 in. We do oil changes, tune-ups and that's about it. But
4 we have two garage doors in front of the building, which
5 is actually a big heated garage where we do our clean-up
6 work. There's no truck docks on the outside. It's really
7 one of the nicer properties, I think, in the -- in the
8 district. 1959 vintage building. It was very well
9 maintained.

10 We did a lot of work in the inside; putting a
11 nice floor in; we painted a couple murals -- murals on the
12 big walls; got a little mock-up '50s diner, so we can
13 have -- let people sit down that are coming through; maybe
14 give them some soda and popcorn for refreshments, but
15 really don't have a lot of activity there.

16 You know, most activity is usually when my two
17 granddaughters come by and want to go for a ride on the
18 golf cart through the -- through the warehouse.

19 When we moved in the building, we did all the
20 code compliance; put in the carbon monoxide detectors, so
21 human beings can go through and if a car happens to be
22 running, they're not going to fall over.

23 Our trash container is actually in the back of
24 the building behind in a little corner between our kitchen
25 and where the warehouse is. You can't see it from the

1 street. You might be able to see that in the pictures. 6

2 I was talking with Whitney, and I know code, I
Page 5

3 think, is for that size building to have 43 or 44 spaces.
4 We actually have 27 spaces. I could probably put six or
5 seven up against the building and make it 33. We never
6 use more than five or six. If we do have a few people in
7 there while I'm there, my son's there, and we might get as
8 many as nine or ten cars at the most. But really there's
9 been more than sufficient parking for us.

10 You know, I feel fortunate to have accumulated
11 this collection of cars and to have this second business
12 going with my son.

13 So we -- we used to have these cars in airplane
14 hangers at the Creve Coeur Airport. That's the flying
15 field. And they were squished in there and they were
16 always dirty, and you had to jump two to move one, and now
17 we have them all nice and neat; decorated in there.

18 And so I like to show it off to friends and
19 family. And I had the idea to get school groups going
20 through there, like a field trip, instead of going to the
21 museum or the zoo, go to the car place and learn about hot
22 rods and muscle cars. So that's something we would like
23 to do one of these days, as well as senior citizen homes,
24 retirement homes, they have their buses where they take a
25 crew out for a little daytime excursion. We'd like to

1 show it off free of charge just to kind of give back to ⁷
2 the community a little.

3 In summary, I think we've got a well-maintained,
4 beautifully landscaped property. We're really a low-key
5 business. All inside. That's about it.

6 CHAIRMAN MADDEN: Does anybody have any
7 questions for Mr. Overstreet?

9 Whitney, are you --

10 MR. EBERHARDT: I have.

11 CHAIRMAN MADDEN: Oh, excuse me.

12 MR. EBERHARDT: I'm sorry.

13 Are all of the cars that you will have in this
14 building for sale or some of part of your private
15 collection that you really wouldn't sell? And I guess
16 maybe you'd sell anything if the price is right, but
17 generally are you -- have some collectors items that you
18 view as your cars?

19 MR. OVERSTREET: Yeah. Let me answer the
20 question this way.

21 Everything is for sale, so to speak, you know,
22 everything's got a price. But we've had lots of cars for
23 many, many years.

24 My first car that I purchased in '98 is a '67
25 Chevelle that's in the warehouse. A lot of cars that I

1 accumulated in the early years of collecting that I have a⁸
2 hard time parting with, you know, and we were trying to
3 keep a revolving collection of about 50 cars, and then
4 have 20 or 25 cars over that.

5 The building holds about 75. Try to churn the
6 other 20 to 25 to help pay for our hobby and give my son a
7 job; pay for my mechanic friend that keeps the cars
8 maintained. So they're all available for sale. They all
9 have a price. They're all on our website. But we're
10 looking to turn some faster than others.

11 MR. EBERHARDT: Okay. Thank you.

12 MR. OVERSTREET: You're welcome.

13 MR. FARON: I have a few questions, if I could.
Page 7

14 CHAIRMAN MADDEN: Mr. Faron.

15 MR. FARON: The first question was the diner.
16 That's just for food that you might bring in? There's
17 never an intent to have --

18 MR. OVERSTREET: Right, no cooking. We're not
19 going to open up a restaurant operation. I bought a
20 popcorn -- 8-ounce popcorn machine that makes so many
21 bags; makes the place smell great. We do it now and then.
22 Got a little Coke cooler. We put Cokes in there when we
23 have groups come in.

24 MR. FARON: Is the primary entrance going to be
25 on Baur or the side of the building? Will cars be coming

1 in and out of the two overheads or the side location to ⁹
2 the parking lot?

3 MR. OVERSTREET: Well, for visitors, main
4 entrance is that front door.

5 All the cars are really going in the side
6 entrance, the drive-in door.

7 The -- the other garage door is just end in the
8 garage. They don't go through the building. Just stops
9 right there.

10 MR. FARON: They won't be opened that much at
11 all, those two large doors on Baur?

12 MR. OVERSTREET: No. No. There's really no
13 reason for them to be open at all except when we put a car
14 in and out for cleaning.

15 MR. FARON: My last question, you said the only
16 oil change and minor maintenance, there won't be any air
17 jacks, tire work or anything like that, or is that
18 included with -- curious about what might be done with the

12-002.Used Auto Sales CUP.Hearing transcript.txt
19 cars.

20 MR. OVERSTREET: You know, first thing we want
21 to do is put a car up and see what it looks like
22 underneath, and do like a safety inspection of hoses,
23 belts.

24 MR. FARON: But they're put together when they
25 come?

1 MR. OVERSTREET: They're put together, yeah,¹⁰
2 we're not doing any restoration work. That's the last
3 thing we want to do.

4 MR. FARON: Sure. Thank you, sir.

5 MR. OVERSTREET: You're welcome.

6 CHAIRMAN MADDEN: Whitney.

7 MS. KELLY: Good evening.

8 Whitney Kelly, City Planner, City of Creve
9 Coeur.

10 As the Applicant has stated, Mr. Overstreet of
11 Overstreet House of Cars, has submitted a request for
12 conditional use permit for used-only sale of automobiles.

13 If you may remember, in October 2004, 2011 City
14 Council approved the text amendment to include the sale of
15 used-only automotive dealers in the LI District as a
16 conditional use provided that all business operations will
17 take place indoors, and at no time will any vehicle that
18 is on the premise for sale or service be parked or
19 displayed outdoors.

20 The subject property is located in the Commerce
21 Center Action Area and located in the LI, Light Industrial
22 District.

23 And this Applicant is the first to introduce the
24 use in this district and has made significant upgrades to

25 the architecture creating a nostalgia showroom atmosphere.

1 He is not proposing any exterior modifications¹¹
2 to the building. And, therefore, the proposed use would
3 satisfy the goals and objectives of the Comprehensive
4 Plan.

5 As the Applicant has indicated, the warehouse
6 was originally built in 1959. It consists of 27,337
7 square feet on approximately 1.6 acres.

8 Parking regulations for automobile dealers are
9 discussed under 405.820 of the required off-street
10 required parking spaces. And the site is currently
11 required to have 43 spaces, but it's currently striped for
12 27.

13 Planning & Zoning Commission may approve a
14 lesser amount of parking if the Applicant can demonstrate
15 that the demand is not typical for the use and that should
16 there be a problem, adequate parking can be provided per
17 section 405.800.

18 This is the site plan of the existing parking.
19 And we have verified that ten spaces could be here, nine
20 spaces could be created here, three here and four here,
21 and this would bring any future parking, if required, but
22 as the Applicant has indicated, due to the unique nature
23 of the used automobile dealer of this kind, it's very low
24 volume.

25 Therefore, we'd recommend approval of the

1 variance for the parking.¹²

2 And given that the nature of the business and
3 staff has recommended approval based upon the conditions

12-002.Used Auto Sales CUP.Hearing transcript.txt
4 that are listed in the staff report.
5 CHAIRMAN MADDEN: Thank you.
6 Any questions?
7 MR. LUMLEY: I have one on the condition about
8 if parking needs changed and requiring striping.
9 Is it a fenced area where we would also need to
10 require them to remove some fencing to make it accessible?
11 I wasn't clear about that.
12 MS. KELLY: Yes.
13 MR. LUMLEY: So clarify that.
14 MS. KELLY: Okay.
15 MR. LUMLEY: Striping and remove fencing.
16 MS. KELLY: Okay.
17 MR. LUMLEY: Okay.
18 CHAIRMAN MADDEN: And, Mr. Faron.
19 MR. FARON: And would the removal of that area
20 include the -- what is that area being used now as?
21 MS. KELLY: It's just storage.
22 MR. FARON: Would that have to be a requirement
23 to move that to some other site if the parking --
24 MS. KELLY: Yes, sir.
25 MR. FARON: -- order?

1 Do we have any idea where that might go if that¹³
2 comes to that?
3 MS. KELLY: They would have to move all the
4 stuff inside.
5 MR. FARON: Okay. All the storage, the
6 dumpsters in the corner there wouldn't be, right?
7 MS. KELLY: This dumpster is currently right
8 here, and it is not visible from Baur Boulevard. It's
9 located behind the main entrance of the building.

10 MR. FARON: Stay the same?

11 MS. KELLY: Yeah.

12 MR. FARON: Not interfere with the conditional,
13 okay. Thank you.

14 CHAIRMAN MADDEN: Is there anybody in the
15 audience that would like to comment?

16 Okay.

17 MR. LUMLEY: Need to offer exhibits.

18 CHAIRMAN MADDEN: Okay.

19 Oh, I'm sorry. Mr. Eberhardt.

20 MR. EBERHARDT: I have a minor suggestion, and
21 it's really in the order of a nit, but lawyers are
22 nitpickers, as you know, so I'm going to at least say my,
23 see if you think it's worthwhile.

24 The -- one of the conditions says that all
25 business operations shall take place indoors and at no

1 time any vehicle that is on the premises for sale or ¹⁴
2 service shall be parked or displayed outdoors.

3 The reason for my question about whether or not
4 all of the vehicles were for sale was really geared to
5 what would happen if you have some in your private
6 collection that you really weren't going to sell, could
7 you then technically, I don't accuse you of trying to be
8 cute with the wording, but if you had a vehicle that
9 wasn't for sale, could it be displayed outside?

10 Now, I understand that all of the automobiles,
11 from your answers, are for sale, maybe at a higher price,
12 certain of the vehicles that you're particularly attached
13 to.

14 But just to pick something out of the air,

12-002.Used Auto Sales CUP.Hearing transcript.txt
15 suppose that you decided to -- someone decided to loan you
16 a car for display purposes, a Bearcat, or some really neat
17 older car that you weren't going to sell, but it would be
18 nice to display a car like that on the front of your -- of
19 your facility to sort of draw people's interest.

20 So my nit is to suggest that we modify slightly
21 Condition 2 of the -- of the proposed ordinance to say
22 that all business operations take place indoors and at no
23 time will any vehicle that is on the premises for display,
24 sale or service be displayed in outdoors.

25 A nit.

1 CHAIRMAN MADDEN: Come forward, Mr. Oversteet.¹⁵

2 MR. OVERSTREET: Yeah. Just to respond to that
3 a little bit. I know -- I know what your concern is
4 because we really don't want to attract people in.

5 And I do exercise the cars. I have a couple at
6 home in my garage, and I drive them all the time. I'll
7 pull it in, just like I can pull my '06 Dodge Charger in,
8 pull in a spot.

9 If my older son happens to take one of his older
10 cars from home and not drive his truck, now we all of a
11 sudden, we have two old classic cars out there.

12 A car guy that comes in to look at a car, he
13 brings his '57 Chevy in, pulls up in the parking spot, all
14 of a sudden starts looking like a miniature car show.

15 Very seldom does it look like that. I know if
16 you look at the picture you'll see a green Cobra parked in
17 front. My son happened to drive that in that day and it
18 got in the picture.

19 But I don't want it to look like a car show in
20 front of the building. It brings people in, and it just

21 stops us in our tracks. We can't get anything done,
22 because we don't want anybody walking through unattended.

23 My son's trying to make phone calls, handle
24 emails. I'm trying to do whatever I'm doing.

25 We enjoy showing people through there, but we're

1 really not trying to attract them in, so it is possible¹⁶
2 that somebody could drive by and see an old vintage car,
3 but we don't have them on a rotisserie; we don't have them
4 spread out all over the place, and if it ever starts
5 looking like a showplace around there, I say, hey, bring
6 some cars in. We don't want to bring people in. We
7 always know when that happens cause people will start
8 coming in. It's not what we want so.

9 I -- your wording, I'm not sure if I followed
10 the wording, but I don't know if we should, you know, make
11 it acceptable to have just, you know, transportation cars
12 on the lot.

13 MR. EBERHARDT: My wording was only intended to
14 say if you brought a car in that wasn't for sale, that was
15 you didn't own, perhaps, that was something that you
16 wanted to show off, you could --

17 MR. OVERSTREET: Like a consignment car.

18 MR. EBERHARDT: -- display it outside, you still
19 had to put it inside. That was all.

20 MR. OVERSTREET: Oh, I understand what you're
21 saying.

22 CHAIRMAN MADDEN: Can you live with that?

23 MR. OVERSTREET: I can live with that.

24 CHAIRMAN MADDEN: Okay.

25 MR. EBERHARDT: Okay.

1 CHAIRMAN MADDEN: Any other questions?

2 Well, does somebody -- somebody want to make a
3 motion -- I'm sorry, we got to enter the exhibits.

4 MR. LUMLEY: Offer the following exhibits into
5 the record of this public hearing: Documentation in
6 possession of the City Clerk reflecting the notice that's
7 been provided to the public regarding the hearing; the
8 staff report regarding the application; the documents
9 presented this evening; the City's Code of Ordinances and
10 Charter and the City's Comprehensive Plan, and the public
11 file regarding the application.

12 CHAIRMAN MADDEN: Okay. So that will close our
13 public hearing on this.

14 (The proceedings went off the record.)

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10 (The public hearings ended at 7:36 p.m.)

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

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

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

12-002.Used Auto Sales CUP.Hearing transcript.txt

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**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
TUESDAY, FEBRUARY 21, 2012
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, February 21, 2012, 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
 Mr. Ken Howard
 Ms. Cynthia Kramer

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

2. NEW BUSINESS

A. Public Hearing

Application #12-002: Request for a new conditional use permit for used-only automotive dealer for Overstreet House of Cars, located at 10623 Baur Boulevard.

Applicant/Agent: Wally Overstreet
 Classic Cars Plus, LLC D/B/A "Overstreet House of Cars"
 10623 Baur Boulevard
 Creve Coeur, MO 63112

Mr. Wally Overstreet, 10623 Baur Boulevard, owner of Overstreet House of Cars, gave a background on himself and how he got started in the used-car business. Mr. Overstreet started collecting cars in the mid 1990's and began selling them in 2002. Mr. Overstreet's business sold 24 cars in 2011. This is primarily an internet business and to see the cars in person, it is "by appointment only". This is a business that does not want to attract crowds, so they are not staging cars in the parking lot in order to keep a low profile. There are several types of cars sold at Overstreet House of Cars, including muscle cars, Fabulous 50's, and hot rods. All cars are stored inside and there is only one drive up door. They do perform oil changes, tune-ups, and clean-ups on the vehicles at the facility. There is a mock diner in the facility for customers to have a soda and popcorn while they wait. When the interior was being redone and they moved into the building they were sure to be compliant with all building codes. There is a trash

receptacle that sits in the back of the building, where it is not visible from the street. Eventually, Mr. Overstreet would like to let schools and senior citizen groups take field/day trips through the facility at no charge, to give back to the community.

Mr. Eberhardt asked if all the cars in the facility are for sale, and Mr. Overstreet answered that everything is for sale, however, they gear certain cars to sell faster than others. Mr. Overstreet stated, for example, that he still has the cars he purchased when he first started this hobby.

Mr. Faron wanted to know if the diner in the facility was to be used for something more in the future. Mr. Overstreet replied that it is only intended for customers to sit and have a soda and that he bought a small popcorn machine to pop popcorn to give to customers as they wait. Mr. Faron also asked what the primary entrance to be used was, and Mr. Overstreet told him the front door by the street. There are not any other options to get into the building for customers. Mr. Faron also asked if the only work they performed was oil changes and tune-ups, and if no tire changes or air jacks are being used. Mr. Overstreet replied that “yes,” they do oil changes and tune-ups and look at the cars for safety issues, but no tire changes or air jacks are used, the cars are already assembled and restored.

Ms. Kelly, City Planner, spoke about the ordinance City Council passed on October 24, 2011, which was a text amendment to include the sale of used-only automotive dealers in the “LI” District (Light Industrial) as a conditional use, provided that all business operations will take place indoors, and at no time will any vehicle that is on the premises for sale or service be parked or displayed outdoors. Ms. Kelly also presented on the parking lot and spaces needed at the facility. Under current requirements, the parking needed on the site is 43 spaces and the site is only striped for 27 spaces. The Commission can approve a lesser amount of parking if the applicant can demonstrate that the demand is not needed. Mr. Overstreet has indicated that with only 2 employees and a “handful” of other cars visiting during business hours there is no need for more parking than what is currently available. Staff recommends approval of the variance in striped parking as allowed by the Zoning Code.

Mr. Lumley wanted to know about the condition covering a change in parking needs, specifically, is it an area where some fencing would have to be removed to make it accessible? Ms. Kelly replied that it is, and Mr. Lumley stated that needed to be clarified in the draft ordinance.

Mr. Faron wanted clarification on what needs to be removed to provide the additional parking. Ms. Kelly stated it is only a storage area. Mr. Faron wanted to know if it would be required that the storage area be moved to another spot on the property if the parking was upgraded. Ms. Kelly said it would need to be moved, but it would be moved to indoors.

Mr. Eberhardt suggests that condition 2 in the proposed draft ordinance be modified to say “All business operations shall take place indoors, and at no time will any vehicle that is on the premises for display, sale or service be parked or displayed outdoors”.

Mr. Overstreet understands Mr. Eberhardt's concerns and does not want the parking lot to look like a car show, it brings too many people in the facility and that is not what they want.

No comments or questions from the audience.

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)

There being no further comments, the motion was made by Mr. Faron to recommend approval of Application #12-002 for the Conditional Use Permit for Overstreet House of Cars for used-only automotive dealer located at 10623 Baur Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report dated February 17, 2012, with the changes to condition 2 to include vehicles for display, sale or service be parked or displayed indoors only, and to condition 7, such that fencing be removed if additional parking spaces are required. Ms. Kramer seconded the motion with the resultant vote as follows:

Mr. Howard – aye
Mr. Faron – aye

Mr. Eberhardt – aye
Ms. Kramer – aye

Dr. Barton – aye
Chair - 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 7:55 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

February 23, 2012

Mr. Wally Overstreet
Classic Cars Plus, LLC D/B/A "Overstreet House of Cars"
10623 Baur Boulevard
Creve Coeur, MO 63112

Re: Application #12-002: Request for a new conditional use permit for used-only automotive
Overstreet House of Cars – 10623 Baur Boulevard

Mr. Overstreet:

The Planning and Zoning Commission, at its meeting of February 21, 2012, reviewed your request for a new conditional use permit for a used-only automotive dealer doing business as Overstreet House of Cars, located at 10623 Baur Boulevard.

By unanimous vote, the Planning Commission recommends approval of the new conditional use permit for Overstreet House of Cars, subject to the conditions contained in the draft ordinance (see attached). The first reading of the draft ordinance by the City Council is scheduled for Monday, February 27th, 2012. You or a representative should plan to be in attendance to speak for the request.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible. Note that significant changes to the draft ordinance may require that the matter be returned to the Planning and Zoning Commission prior to City Council approval.

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

**AN ORDINANCE REPEALING ORDINANCE NUMBER 1851 AND AUTHORIZING
THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A RESTAURANT
WITHIN THE CITYPLACE RETAIL LOCATED AT 11615 OLIVE BOULEVARD**

WHEREAS, under Section 405.370(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 #1851, was approved by the City Council on March 10, 1997, for the operation of a 1,500 sq. ft. food service establishment within Provisions Marketplace; and

WHEREAS, an application was submitted by Jose Sanabria, of John W. Lister, Architect., on behalf of Todd Stimson of Potbelly Sandwich Works, for a 2,418 sq. ft. restaurant in a portion of the former Provisions Marketplace; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, February 21, 2012, 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 6-0 vote, recommended approval of the improvements, subject to the conditions contained herein, at its meeting on February 21, 2012; 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 #1851 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 11615 Olive Boulevard, in the "CB" Core Business zoning district, within the "CityPlace Retail" development whose legal description is as follows:

Unit 2 of CityPlace Condominium created pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri.

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

1. The Conditional Use Permit shall be for the operation of 2,418 square foot eating and drinking establishment at 11651 Olive Boulevard.
2. Maximum seating permitted is limited to 42 seats indoor, a maximum of 16 seats for outdoor dining.
3. Hours of operation shall be 10:00 a.m. to 9:00 p.m., seven (7) days a week.
4. The landscaped beds along the walkway in front of the building may be redesigned to include planter boxes, in accordance with the plans submitted on February 13, 2012, and attached to this ordinance as Exhibit A.
5. Employee parking, delivery and company vehicles shall be parked behind the complex within the structured parking deck in conformance with the management operational requirements.
6. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, 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. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code, and in substantial compliance with the CityPlace Master Sign Plan Ordinance NO. 5169.
9. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
10. Any mechanical equipment installed for the site shall be properly screened with approved materials.
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. 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.
13. 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

BILL NO. 5362

ORDINANCE NO. _____

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.

14. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 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 _____, 2012.

TARA NEALEY
PRESIDENT OF CITY COUNCIL

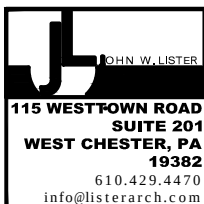
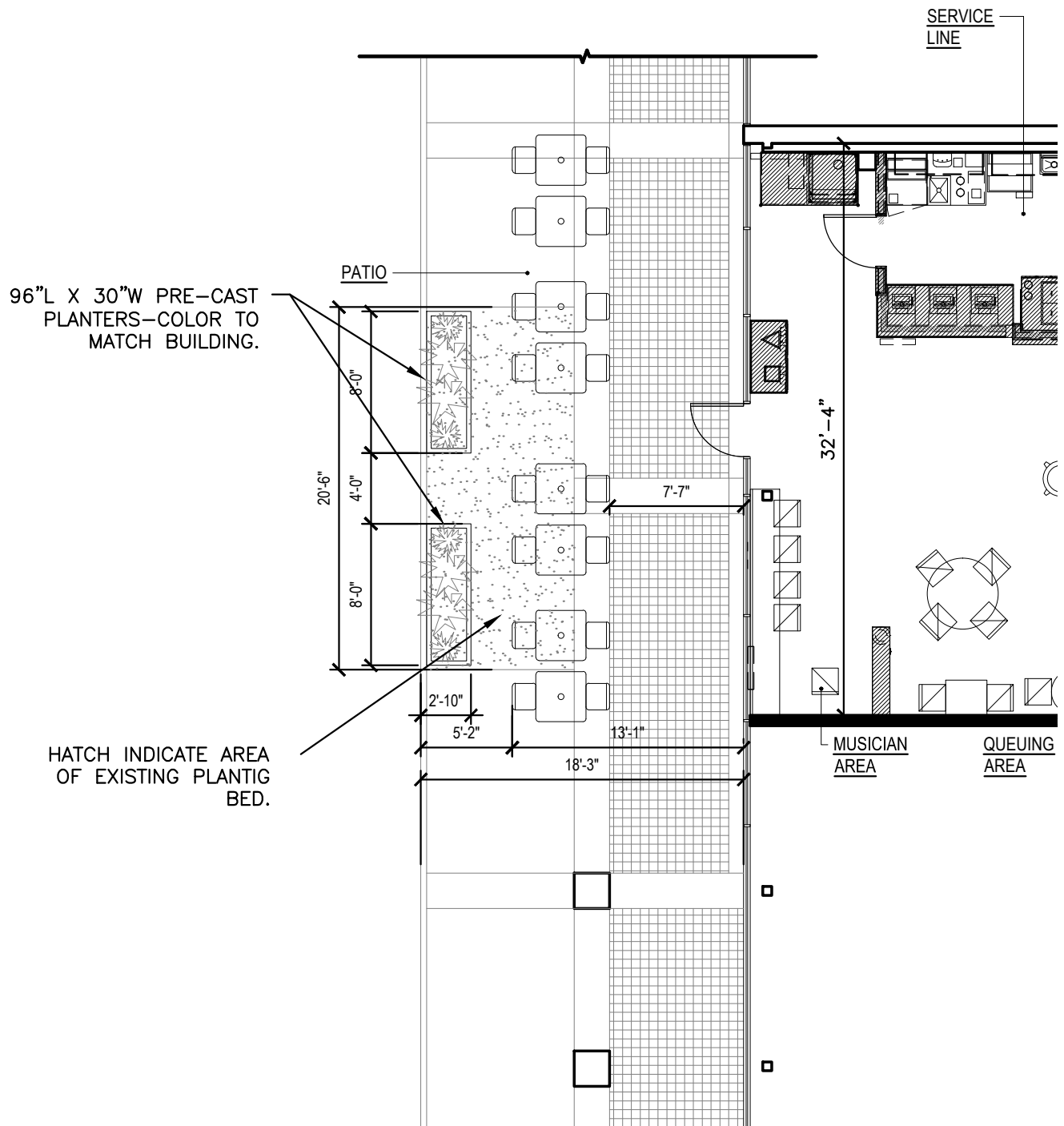
APPROVED THIS ____ DAY OF _____, 2012.

HAROLD DIELMANN
MAYOR

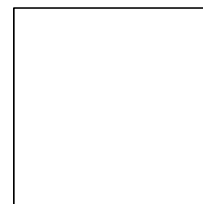
ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Exhibit A



ST. LOUIS CITYPLACE
RETAIL 1
11615 OLIVE BOULEVARD
ST. LOUIS, MO 63141



SHEET TITLE			
LANDSCAPING PROPOSAL			
2-10-12	DATE	SHEET NUMBER	
N.T.S.	SCALE	1 of 1	
J.F.S.	DRAWN BY		
	CHECKED BY		
11-077	PROJECT #		



APPROXIMATE
LOCATION OF
POTBELLY
SPACE

remove planting
bed-replace with
planters

this planting bed
remains.

for the sake of symmetry, remove
this planting bed as well and
replace with planters matching
other side

POTBELLY- St Louis MO
Feb 9, 2012

Retail Raised Fountain/Planter



Knockout Rose shrub pink



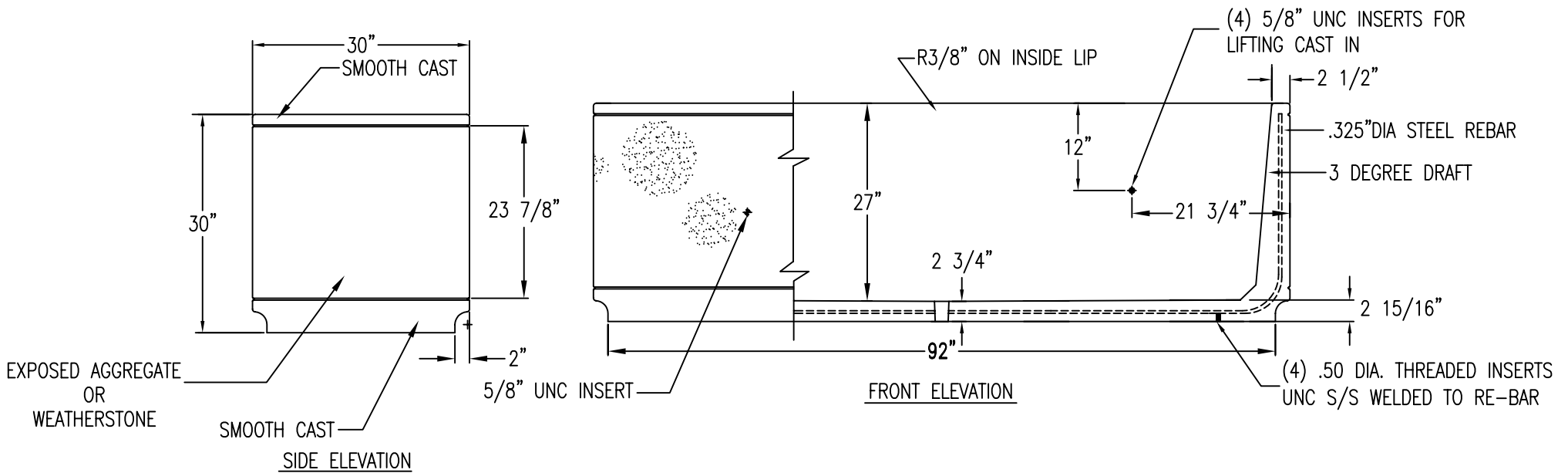
Buddleia shrub Lo & Behold



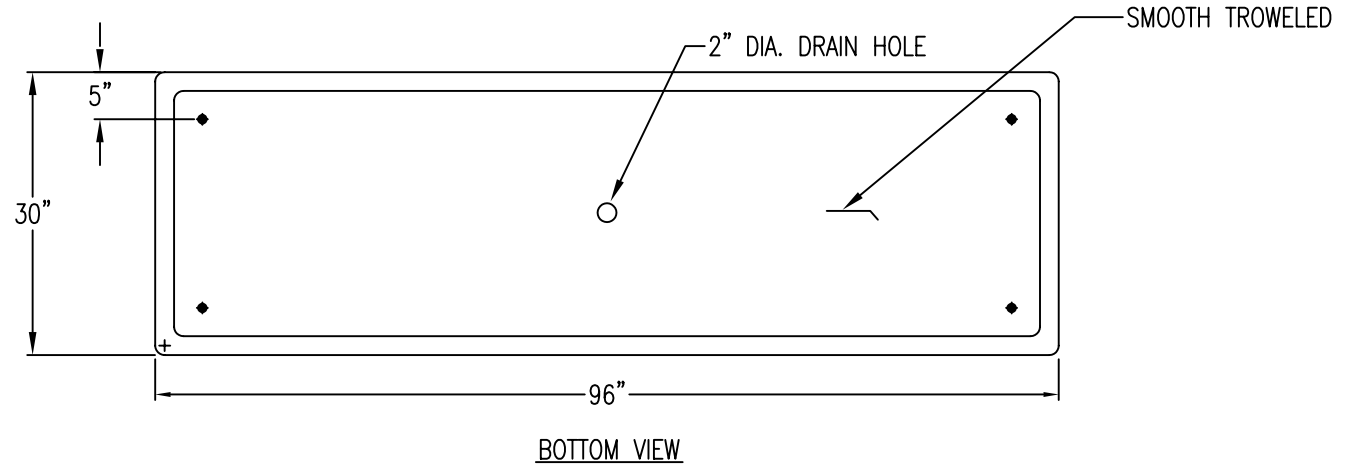
Lantana yellow



Fountaingrass Little Bunny



TF4180

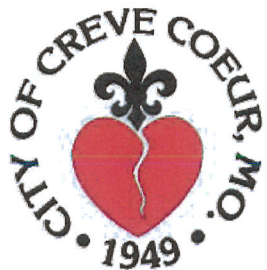


CONFIDENTIAL INFORMATION
 These drawings, specifications and the other information and documents accompanying them are the confidential and proprietary property of Wausau Tile, Inc. The drawings themselves shall belong to the owner for use only on this project. Any additional use shall require the prior written approval of Wausau Tile, Inc. The proprietary information contained within the drawings and the documents is and shall remain the sole property of Wausau Tile, Inc.

WAUSAU TILE SITE FURNISHINGS

P.O. BOX 1520 WAUSAU, WISCONSIN 54402-1520 800/388-8728
 P.O. BOX 967 BANNING, CALIFORNIA 92220 877-849-5695

REVISIONS						DRAWN BY RJH		JOB PLANTER TF4180 96-30-30				MATERIAL CONCRETE	
NO.	DATE	BY	NO.	DATE	BY	TITLE TF4180		LOCATION:				WEIGHT 2,400 LBS	
1			4			SCALE 1/8" = 1"		UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES ANGLES ±0.5° 2-PL ±0.01 3 PL ±0.005		DATE 8/15/06		FINISH OPTIONS XXXX	
2			5			JOB NO. XXXXXX						DWG. NO. 006-8-391	
3			6										



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
#12-005 TO REPEAL ORDINANCE NUMBER 1851 AND REPLACE WITH A
NEW CONDITIONAL USE PERMIT FOR POTBELLY SANDWICH WORKS
LOCATED AT 11615 OLIVE BOULEVARD**

FOR THE MEETING OF: February 21, 2012

LOCATION: 11615 Olive Boulevard

REQUEST:

Todd Stimson, of Potbelly Sandwich Works, has submitted a request for a conditional use permit for a 2,413 square-foot eating and drinking establishment, at 11615 Olive Boulevard. The restaurant will take up a portion of the former Provisions Market within the CityPlace Retail development, with 42 interior seats and 16 seasonal outdoor seats. The property is currently zoned "CB" Core Business District.

ADDITIONAL INFORMATION:

All eating and drinking places are permitted by conditional use permit in the "CB" Core Business District [Section 405.370(C)(1)(g)]. Ordinance No. 1851 authorizing the conditional use permit for Provisions Marketplace limited seating to a maximum 16 indoor seats and 8 outdoor seats. 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.

Key Issues:

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

Comp. Plan References

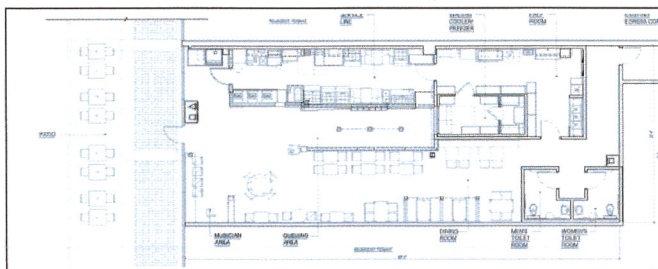
- Health and Connectivity Goals
- Central Business District
- Design Guidelines: Streetscape/Pedestrian Orientation

Zoning Code References

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

APPLICANTS: Todd Stimson
Potbelly Sandwich Works
125 Meramac Oak Ridge
Fenton, MO 63026

REPRESENTATIVE: Jose Sanabria
John W. Lister, Architect
115 Westlawn Rd #201
W. Chester, PA 19382



REPORT PREPARED BY:

Whitney Kelly, AICP, City Planner

Date

ATTACHMENTS: Applicant's Materials received January 24, 2012 and February 13, 2012
Draft Ordinance
Ordinance No. 1851

BACKGROUND AND ZONING HISTORY

The property is located at 11615 Olive Boulevard within the CityPlace Retail Development at the northeast corner of Old Ballas/City Place Drive and Olive Boulevard, and is currently zoned “CB” Core Business District. Because the original ordinance references outdated sections of the City’s Code of Ordinances, and the new restaurant facility will only take up a portion of the former space, Staff is recommending a repeal of the existing ordinance and replacing it with a new conditional use permit.

The CityPlace Retail development was originally built in 1988; the mixed-use portion of the development to the west was added in 2001. The combined mixed use/retail development includes 64,865 square feet of commercial space on the ground level, and offices over the western portion of the development. All eating and drinking establishments in the “CB” Core Business District require a conditional use permit.

The Koman Group received approval for a conditional use permit to operate food service within the Provisions Marketplace (Ordinance No. 1851) on March 10, 1997. The conditional use permit was for the operation of a 1,500 square-foot food service establishment within the 10,980 square-foot retail space, with a maximum seating of 16 seats indoors, and 8 outdoor seasonal seats. Hours of operation were limited to 6:00 a.m. to 11:00 p.m., daily. A condition of that permit includes:

“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 as an amendment to the Conditional Use Permit before a building permit for the enlargement or alteration may be issued.”

In November of 2009, the owners of CityPlace entered into a campus-wide comprehensive reciprocal easement agreement (REA) providing for shared parking amongst all CityPlace subdivided parcels. The Retail/Mixed Use complex parking is provided through the operational requirements where all tenants within the retail/mixed use complex require employees to park behind the complex where there are three structured parking facilities within 100 feet, easily accessible to employees and patrons, where no less than 62 available spaces are designated for the retail use. The parking decks for CityPlace 1 (West) and CityPlace 3 have a combined 918 parking spaces, and the parking deck for CityPlace 1 (East) holds an additional 447 parking spaces.

Jose Sanabria, of John W. Lister, Architect, on behalf of Potbelly Sandwich Works, has submitted a request for a new conditional use permit for a 2,418 square-foot restaurant that will be taking up a portion of the space left vacant by Provisions. The seating will include 42 interior and 16 exterior seats, with hours of operation from 10:00 a.m. to 9:00 p.m. The proposed outdoor seating will require the partial removal of the landscaped planter area on the south façade. No other changes are proposed for the exterior of the building, except for adding an entry door into the new space.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Office Buildings	“CB” Core Business	N/A
South	Retail	“CB” Core Business	Olive Boulevard
East	Office Building; vacant lot	“CB” Core Business	City Place Drive
West	Retail; Creve Coeur Camera	“CB” Core Business	NA

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. 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 proposed use will replace a portion of the former Provisions Marketplace, in space that was originally developed for a variety of uses, in compliance with the Comprehensive Plan. The outdoor seating provides public sitting amenities in a similar manner as the prior use. Therefore, the request meets with the Goals and Objectives of the Comprehensive Plan.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing a tenant space that previously included outdoor seating and food services within the CityPlace Retail/Mixed-Use Development that includes a mixture of retail and second floor offices. Ordinance No. 1851 authorized the conditional use permit for food service within the Provisions Marketplace in 1997, with seating limited to 16 seats indoors and 8 outdoor seasonal seats. The conditional use permit 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.

For the purpose of this report and analysis, comments have been limited to the ground floor of the retail development.

Use Intensity:

Section 405.470.14.b. limits restaurants to no more than 25% of the building square footage collectively. The only other restaurants operating within the retail center is the Il Bel Lago, which consist of 6,200 sq. ft. The addition of Potbelly Sandwich Works at 2,418 sq. ft. will increase the restaurant uses to approximately 13% of the retail development, well within the 25% allowed.

Site Coverage:

As discussed above the proposed restaurant will take up a portion of the former Provisions Marketplace next to Creve Coeur Camera. Along the walkway next to the building, are three landscaped beds. The proposed outdoor seating will require the removal of one of these

landscaped beds to create a path to the new tenant space and the outdoor seating area. The applicant is proposing to replace the landscaped bed with two precast planters that are 8 feet by 2 feet 10 inches each, and new plantings.

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.* Thus the proposed outdoor dining area is categorized as an exclusion of coverage, and does not represent additional site coverage on the property. The planting to be removed consists of Burning Bush which is listed as an invasive plant in the *Creve Coeur Landscaping Guide*. For the sake of uniformity, the applicants will also provide the same design, planters and planting for the landscaped bed further down the south façade (see the photo's below). The proposed landscape changes maintain the physical separation between the seating and drive aisle, as well as provide vegetation within the hardscape of the walkway.

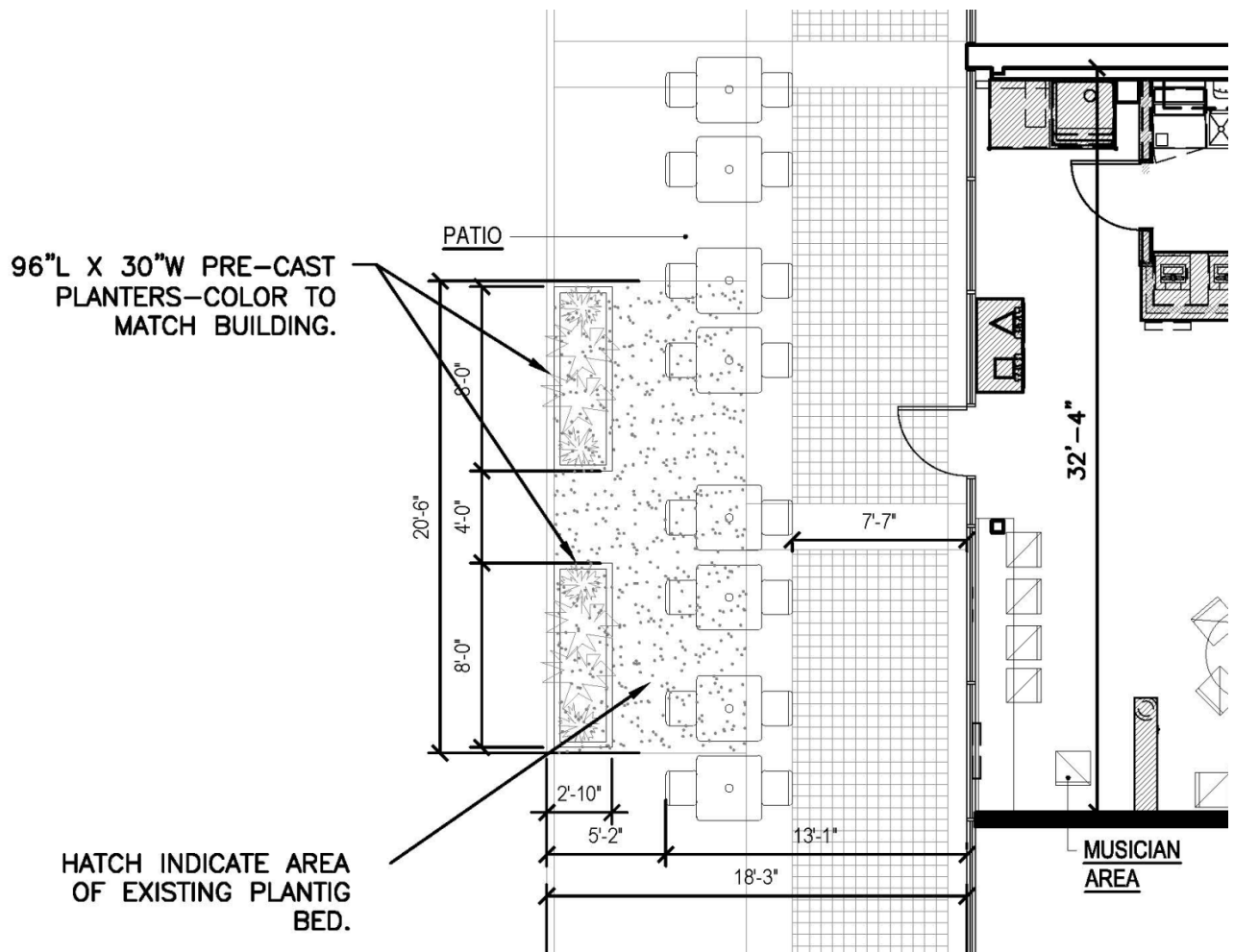


Figure 1: Close-up of the proposed outdoor seating and landscaping.



Figure 2: Aerial photo indicating which landscaped beds are to be replaced.

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. The required parking for Potbelly Sandwich Works is a total of 28 parking spaces. The surface lot in front of the retail development provides for 231 parking spaces for the retail customers. As discussed above, the owners of CityPlace entered into a campus-wide comprehensive reciprocal easement agreement (REA) providing for shared parking amongst all CityPlace subdivided parcels. All employees, delivery and company vehicles of the Retail/Mixed Use development are required to park behind the complex within the parking deck where no less than 62 spaces are available to use of retail tenants. It is anticipated that many of the lunch time patrons would be employees of the offices within the CityPlace Complex, and therefore parking for those are accounted for within the REA. Based on observations with the prior tenant, staff does not anticipate a parking problem for this area.

Signage:

The applicant has not submitted a sign application at this time. However, the entire CityPlace campus signage is governed by a Master Sign Plan that was approved by City Council on January 10, 2011 (Ordinance #5169), and any new signage will have to be in substantial compliance (similar format and design) with the approved signage.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the requirements, in the same degree or greater than the prior use, of the Comprehensive Plan and Zoning Ordinances. Staff recommends approval subject to the conditions below which are included in the draft ordinance:

1. The Conditional Use Permit shall be for the operation of 2,418 square foot eating and drinking establishment at 11651 Olive Boulevard.

2. Maximum seating permitted is limited to 42 seats indoor, a maximum of 16 seats for outdoor dining.
3. Hours of operation shall be 10:00 a.m. to 9:00 p.m., seven (7) days a week.
4. The landscaped beds along the walkway in front of the building may be redesigned to include planter boxes, in accordance with the plans submitted on February 13, 2012, and attached to this ordinance as Exhibit A.
5. Employee parking, delivery and company vehicles shall be parked behind the complex within the structured parking deck in conformance with the management operational requirements.
6. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, 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. All signs and banners shall be in conformance with Article VII, Sign Regulations, of the Zoning Code, and in substantial compliance with the CityPlace Master Sign Plan Ordinance NO. 5169.

ACTION

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

MOTION

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

"I move to recommend approval of Application #12-005 for a Conditional Use Permit for a eating and drinking establishment for Potbelly Sandwich Works located at 11615 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report dated February 17, 2012" (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 06/14/2011
	Description: View of the former Provisions Marketplace tenant space, looking North from Olive Boulevard where Potbelly Sandwich Works is seeking a Conditional Use Permit. The landscaped bed will be removed and replaced with two planters.
	Description: View looking northwest toward the parking and CityPlace Mixed/Use Retail development.
	Description: View of Creve Coeur Camera and the two landscaped beds in front of the walkway. The far left landscaped bed will be replaced with planters and landscaping similar to that proposed for in front of the new tenant space in order to maintain symmetry in the overall design.

115 Westtown Road
Suite 201
West Chester, PA 19382
610.429.4470 p
610.429.4472 f
nhouser@listerarch.com



LETTER OF TRANSMITTAL

City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

314-872-2501

DATE	1/23/12	JOB NO.	11-077
ATTN:	Whitney Kelly		
RE:	Potbelly Sandwich Works		
	11615 Olive Blvd		

We are sending you ATTACHED via **overnight delivery** the following items:

COPIES	DATE	NO.	DESCRIPTION
4			Planning and Zoning Commission Agenda Application
4			Conditional Use permit application
4			Site plans (letter size)
4			Floor plans
4			Rationale
4			Rent Roll
1			CD
1			Filing Fee \$250.00
1			Escrow Fee \$2,000.00

Remarks: For your review and approval to be scheduled on the 2/21/12 agenda.

If you have any questions or need additional information, please do not hesitate to contact me.

Copy to:

Signed: DeAnna Zynn
Permit Coordinator



CREVE COEUR

PLANNING DIVISION

300 North New Ballas Road Creve Coeur, Missouri 63141
Tel. (314) 872-2501 • Fax (314) 872-2505

PLANNING AND ZONING COMMISSION AGENDA APPLICATION CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant: Name: <u>Todd Stimson</u> Company (if applicable): <u>Potbelly Sandwich Works</u> Address: <u>125 Meramac Oak Ridge</u> <u>Fenton, MO 63026</u> Telephone #: <u>618-337-2500</u> Fax #: _____ Email: <u>stimson.todd@strogelbal.net</u> _____ Applicant's Signature	Applicant's Representative (if applicable): Name: <u>Jose Sanabria</u> Company (if applicable): <u>John W. Lister, Architect</u> Address: <u>115 Westtown Rd # 201</u> <u>W. Chester PA 19382</u> Telephone #: <u>610-429-4470</u> Fax #: <u>610-429-4472</u> Email: <u>jsanabria@listerarch.com</u> _____ Applicant's Representative's Signature
Property Information: Address: <u>11115 Olive Boulevard</u> _____ City/Place: <u>City Place I</u> Development Name (if any): <u>CB - Core Business</u> Current Zoning: <u>Provisions Gourmet Market</u> Prior CUP Approvals (if known): _____ _____ _____	Owner's Acknowledgement (if different from applicant): Name: <u>Josh Udelhofen</u> Company (if applicable): <u>The Korman Group</u> Address: <u>Six City Place Drive # 430</u> <u>St. Louis, MO 63141</u> Telephone #: <u>314-993-5800</u> Fax #: <u>314-787-1975</u> Email: <u>judelhofen@kormangroup.com</u> _____ Owner's Signature

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Restaurant, made to order sandwiches
Seating is as per attached plan.
A menu is also included as reference

Gross Floor Area – Existing and Proposed: 2418
Number of Seats (for restaurant only): 42 interior - 116 Seasonal exterior
Number of Employees at the busiest shift: 7
Hours of Operation: Sun. through Saturday 10:00am - 9:00pm.
Current or Most Recent Use of the Property: Provisions Gourmet market
Will the applicant apply for a liquor license: Yes _____ No X

Rationale

Please describe in detail, on an attached sheet, the reasons why you believe the request for a conditional use permit should be approved and what steps are being taken to lessen any impacts on surrounding residences and businesses. An explanation of the building and landscape designs (if changes are proposed) should also be included.

Submittal Checklist

☐ Rationale	☐ Building elevations for new construction
☐ Site plan	☐ Photographs of existing structures
☐ Access and parking plan; (may be shown on site plan)	☐ Materials samples
☐ Landscape plan	☐ Fees: \$250 (non-refundable)
☐ Floor plan	☐ \$2000 (refundable deposit)
☐ Electronic copies of all materials	☐ Other items as requested by staff

Preferred Public Hearing Date: Monday, February 21, 2012.
See attached schedule and confirm available meeting dates with Planning Division staff

Office Use Only	
☐ All Sections Complete	Received By: _____
☐ All Documents, incl. e-Copies	_____
☐ Fees Paid	Date: _____

Paul Langdon, AICP, Planning Director
Whitney Kelly, AICP, City Planner
Julie Lowery, Administrative Assistant (872-2501)

Revised: 11/11



CONDITIONAL USE PERMIT APPLICATION

This application should be prepared and submitted in consultation with Planning Division staff. Conditional Use Permit applicants must appear before the Planning and Zoning Commission and the City Council at a regular meeting.

Return To: The Department of Community Development
Government Center
300 N. New Ballas Road
Creve Coeur, Missouri, 63141

APPLICANT INFORMATION

Applicant Name: Potbelly Sandwich Works % Todd Stimson

Applicant Address: 125 Meramec Oak Ridge
Fenton, MO 63026

Phone Number: 618-337-2500

Fax Number: _____

Email: stimsonstodd@sbglobal.net

RELATIONSHIP OF THE APPLICANT TO THE PROPERTY

Owner: _____ Tenant: X

BUILDING/SITE OWNER INFORMATION

Owner Name: The Korman Group

Owner Address: Six City Place Dr. Ste 430, St. Louis, MO 63141

Phone Number: 314-787-1973

Fax Number: 314-787-1975

PROPERTY INFORMATION

Property Address: 11615 Olive Boulevard
Existing Use: Previous Tenant: "Provisions Gourmet Market"
Zoning District: CB - Core Business

AREA DATA

Zoning of Area Properties

North: _____ East: _____
South: _____ West: _____

Land Use of Area Properties

North: _____ East: _____
South: _____ West: _____

REQUEST

The applicant hereby requests a conditional use permit for the following land use activity, per Section 26-52 of the Creve Coeur Zoning Ordinance:

Fully identify the use: Restaurant: Potbelly Sandwich Works

PROPOSED USE INFORMATION

Gross Floor Area – Existing and Proposed: 2,418
Number of Parking Spaces – Existing and Proposed: Existing 231

Number of Handicapped Accessible Parking Spaces: 10

Number of Seats (for restaurant only): 42 interior - 16 seasonal exterior

Number of Employees at the busiest shift: 7 per shift

Hours of Operation: Sunday through Saturday 10:00am - 9:00pm

Will the applicant apply for a liquor license: Yes _____ No X

RATIONALE

Please describe in detail, on an attached sheet, the reasons why the applicant believes the request for a conditional use permit should be approved by the Planning Commission and City Council. Document the statement with all of the necessary supporting evidence.

SIGNATURES

 1/20/2012
Applicant Date

 1-23-12
Property Owner or Agent Date
(if different from applicant)

REQUIRED MATERIALS TO SUBMIT WITH THIS APPLICATION

- Rationale (see above)
- Legal description of all properties involved
- Plan/survey of existing conditions on site
- Plan of proposed conditions on site (if different)
- Elevations of proposed buildings
- Elevations of proposed signs
- Electronic copy of all materials

Rev.: 2/09

115 Westtown Road
Suite 201
West Chester, PA 19382
610.429.4470 p
610.429.4472 f
jsanabria@listerarch.com



January 20, 2012

Ms. Whitney Kelly, AICP
City Planner
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

Re: Conditional Use Application for - Potbelly Sandwich Works
11615 Olive Boulevard
Creve Coeur, MO

Dear Ms. Kelly,

This petition for a Conditional Use Permit should be approved because this type of establishment will be of benefit to people employed by the various and multiple businesses in the development, as well as local residents and visitors.

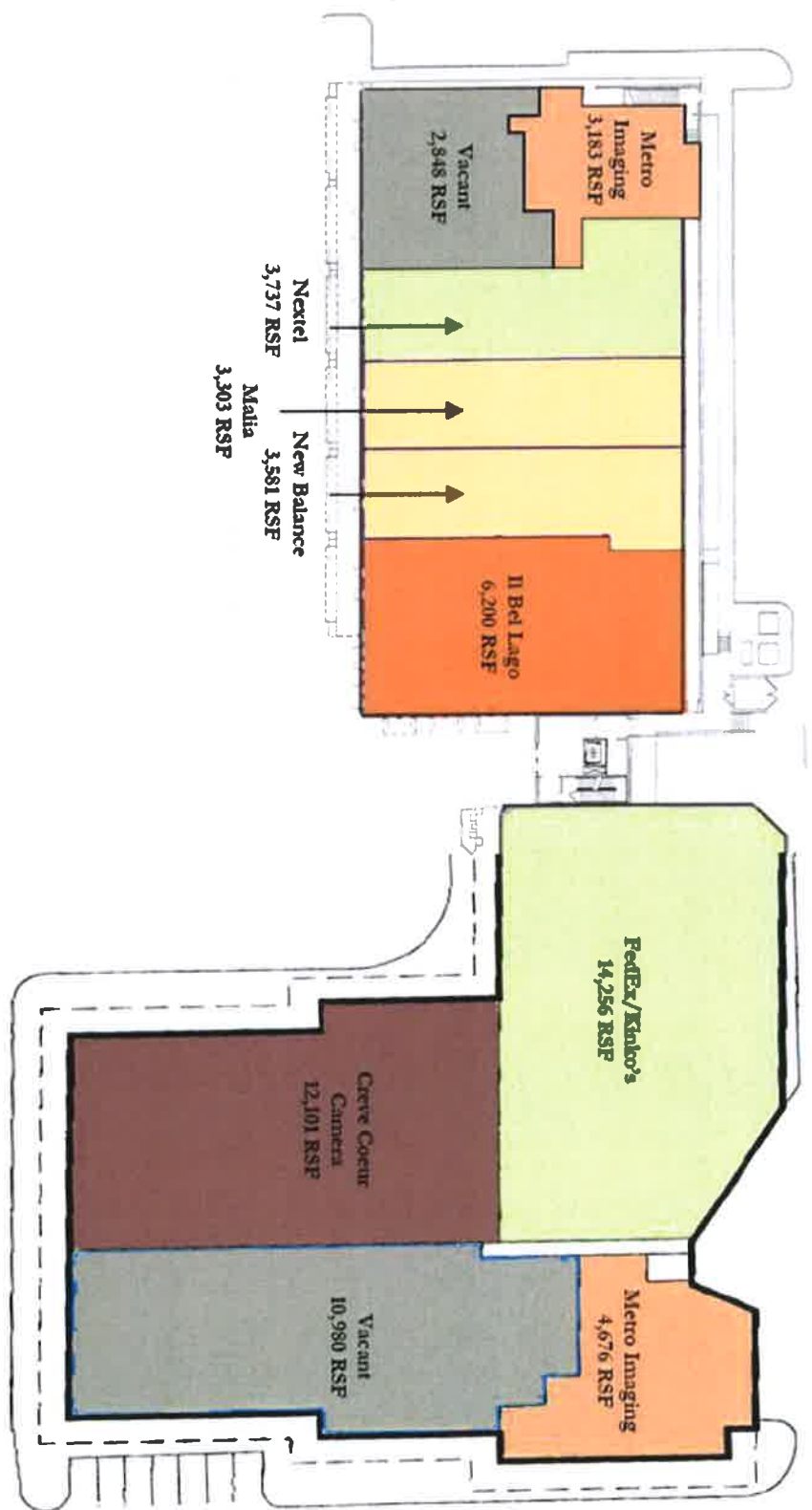
The space was previously occupied by an eating establishment, and although there are other eating establishments in the vicinity Potbelly Sandwich Shops will add diversity and convenience.

When the space was visited for verification, an employee of the adjacent camera store questioned me and said that another eating place would be welcomed, and is sorely missed.

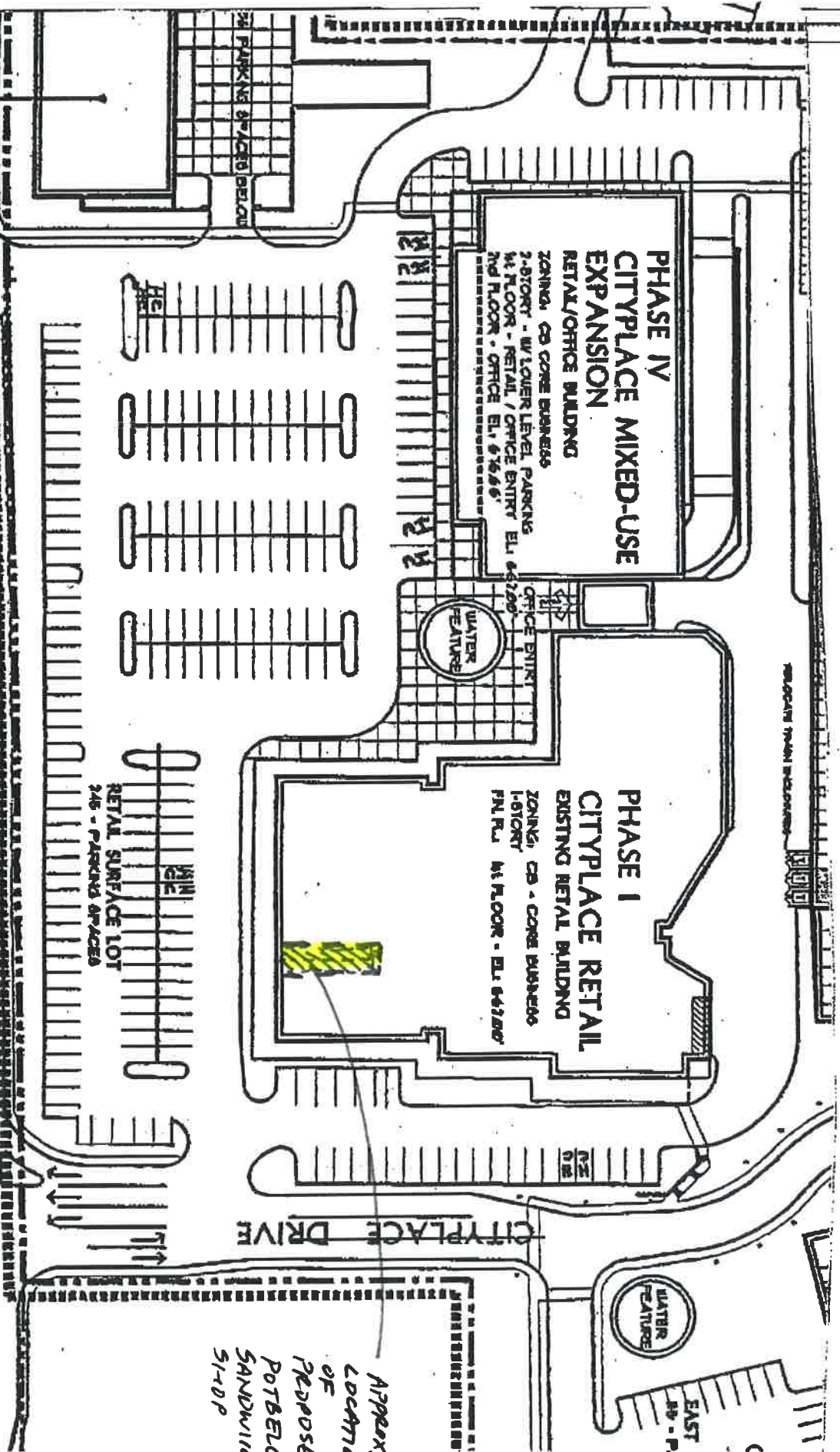
On these grounds we believe that a Conditional Use Permit should be granted.

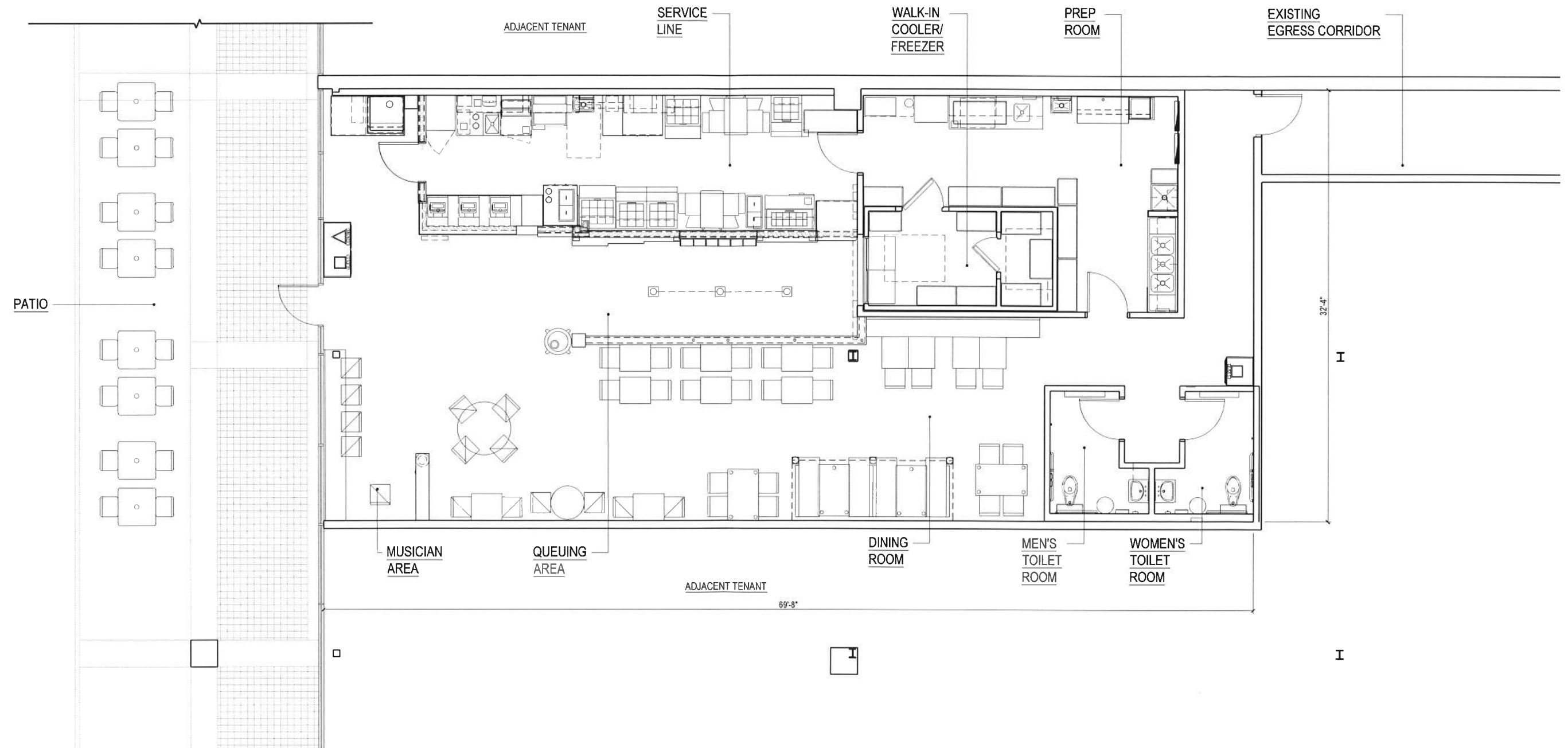
Sincerely,

Jose F. Sanabria, R.A.



70:105e





A PLAN
SCALE: 1/4" = 1'-0"

CITYPLACE RETAIL 1 11615 OLIVE BOULEVARD ST. LOUIS, MO 63141



JAN 23, 2012

SHEET TITLE
SITE PHOTO
PLAN
SHEET NUMBER
A1.0

BILL NUMBER 1907

ORDINANCE NUMBER 1851

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO OPERATE A FOOD SERVICE FACILITY WITHIN PROVISIONS AT 11615 OLIVE BOULEVARD, ON THE NORTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND CITYPLACE DRIVE, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE FOLLOWING CONDITIONS HEREIN SET FORTH.

WHEREAS, APPLICATION WAS MADE BY MR. WILLIAM J. KOMAN, OWNER OF THE KOMAN GROUP, FOR A CONDITIONAL USE PERMIT TO OPERATE A FOOD SERVICE WITHIN PROVISIONS AT 11615 OLIVE BOULEVARD, ON THE NORTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND CITYPLACE DRIVE, IN THE "CB" CORE BUSINESS DISTRICT OF THE CITY OF CREVE COEUR, AND

WHEREAS, THE PLANNING AND ZONING COMMISSION OF THE CITY OF CREVE COEUR RECOMMENDED APPROVAL OF SAID APPLICATION, AND

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CREVE COEUR CITY COUNCIL ON MONDAY, FEBRUARY 24, 1997, BEGINNING AT 7:30 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING, ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NUMBER 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON February 17, 1997 IN THE WEST COUNTY JOURNAL AND February 7, 1997 IN THE ST. LOUIS COUNTIAN, 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 BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION 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 CONFORMANCE WITH 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: A CONDITIONAL USE PERMIT IS AUTHORIZED TO BE ISSUED PURSUANT TO SECTION 3 HEREOF FOR THE OPERATION OF A FOOD SERVICE FACILITY WITHIN PROVISIONS TO BE LOCATED AT 11615 OLIVE BOULEVARD, ON THE NORTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND CITYPLACE DRIVE, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE HEREINAFTER STATED CONDITIONS ON THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND BEING PART OF THE NORTHEAST FRACTIONAL ONE-QUARTER OF SECTION 3, TOWNSHIP 45 NORTH - RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF OLIVE STREET ROAD (MISSOURI STATE HIGHWAY 340) WITH THE EAST LINE OF PROPERTY CONVEYED TO CITY OF CREVE COEUR BY DEED RECORDED IN BOOK 6822, PAGE 1365 IN THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 14 DEGREES 36 MINUTES 51 SECONDS WEST 403.03 FEET ALONG SAID EAST LINE OF CITY OF CREVE COEUR PROPERTY AND THE EAST LINE OF PROPERTY CONVEYED TO THE CITY OF CREVE COEUR BY DEED RECORDED IN BOOK 4268, PAGE 160 OF THE ST. LOUIS COUNTY RECORDS TO A POINT; THENCE NORTH 74 DEGREES 44 MINUTES 20 SECONDS EAST 340.00 FEET TO A POINT; ;THENCE SOUTH 41 DEGREES 18 MINUTES 34 SECONDS EAST 82.37 FEET TO A POINT; THENCE SOUTH 15 DEGREES 15 MINUTES 40 SECONDS EAST 187.75 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 74 DEGREES 44 MINUTES 20 SECONDS WEST 16.25 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 24.27 FEET TO A POINT; THENCE SOUTH 15 DEGREES 15 MINUTES 40 SECONDS EAST 96.05 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 74 DEGREES 44 MINUTES 20 SECONDS WEST 45.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 31.51 FEET TO SAID NORTH LINE OF OLIVE STREET ROAD (MISSOURI STATE HIGHWAY 340); THENCE SOUTH 74 DEGREES 44 MINUTES 20 SECONDS WEST 355.13 FEET ALONG SAID NORTH LINE OF OLIVE STREET ROAD (MISSOURI STATE HIGHWAY 340) TO THE POINT OF BEGINNING AND CONTAINING 33.424 ACRES.

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 APPROXIMATE 1,500 SQ. FT. FOOD SERVICE ESTABLISHMENT WITHIN PROVISIONS MARKETPLACE.

2. THE FOOD SERVICE ESTABLISHMENT SHALL OPERATE AS AN ACCESSORY USE TO THE PROVISIONS MARKETPLACE.

3. THE HOURS OF OPERATION SHALL BE FROM 6:00 A.M. TO 11:00 P.M. DAILY.

4. THE FLOOR PLAN FOR THE PROPOSED FOOD SERVICE ESTABLISHMENT SHALL BE FILED WITH THE CREVE COEUR ZONING ADMINISTRATOR, SHOWING THE TYPE AND LOCATION OF ALL EQUIPMENT, FURNITURE, AND OTHER INFORMATION WHICH MAY BE REQUESTED BY THE BUILDING OFFICIAL. THE FACILITY SHALL BE LIMITED TO SIXTEEN (16) SEATS INDOORS.

5. THE FOOD SERVICE ESTABLISHMENT SHALL NOT DISPLAY ANY SEPARATE EXTERIOR SIGNS OR IDENTIFICATION OF THE ESTABLISHMENT, AND PERMITS MUST BE OBTAINED FOR THE ERECTION OR MODIFICATION OF ANY SIGN ON THE PREMISES. BANNERS, PENNANTS, FRINGE, LIGHTS, 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.

6. THERE SHALL BE NO OUTDOOR STORAGE OR PLACEMENT OF ANY MATERIALS OR EQUIPMENT USED IN CONJUNCTION WITH THE FOOD SERVICE ESTABLISHMENT.

7. ANY MECHANICAL EQUIPMENT INSTALLED FOR THE FOOD SERVICE ESTABLISHMENT SHALL BE PROPERLY SCREENED WITH APPROVED MATERIALS.

8. 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 AS AN AMENDMENT TO THE CONDITIONAL USE PERMIT BEFORE A BUILDING PERMIT FOR THE ENLARGEMENT OR ALTERATION MAY BE ISSUED.

9. SEASONAL OUTDOOR SEATING SHALL BE LIMITED TO EIGHT (8) SEATS.

10. THE SEATING AREA MUST HAVE SUFFICIENT PROPER SIGNS TO COMPLY WITH THE "NO SMOKING" ORDINANCE NUMBER 1392 AND AMENDING ORDINANCE NUMBER 1548.

11. 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 MANGER(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.

12. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND THE OPERATOR OF SAID FACILITY.

13. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION OR MODIFICATION OF SAID PERMIT BY THE CITY COUNCIL PROVIDED, HOWEVER, NO PERMIT SHALL BE REVOKED OR MODIFIED WITHOUT PRIOR NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE OR MODIFY THIS PERMIT AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT OR REMEDY ANY SUCH BREACH OF CONDITION, EXCEPT FOR REPEATED BREACHES OR VIOLATIONS.

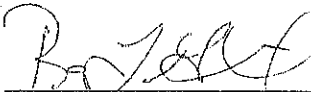
14. A HOSE BIB SHALL BE LOCATED WITHIN THE TRASH ENCLOSURE AREA SERVICING THIS FOOD SERVICE FACILITY.

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 NOT EXCEEDING ONE HUNDRED AND EIGHTY (180) DAYS EACH, UPON WRITTEN APPLICATION FILED AND GRANTED PRIOR TO THE EXPIRATION OF THE CONDITIONAL USE PERMIT PERIOD.

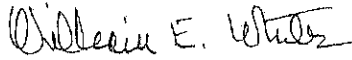
SECTION 3: THE CITY ADMINISTRATOR OF THE CITY OF CREVE
COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE
PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID
PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS
HEREINABOVE SET OUT IN SECTION 2 OF THIS ORDINANCE.

SECTION 4: THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT
UPON THE EXPIRATION OF FIFTEEN (15) DAYS AFTER THE ADOPTION BY THE
CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

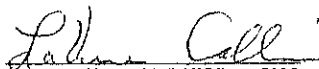
ADOPTED BY CITY COUNCIL THIS 10 DAY OF March, 1997.


BARRY GLANTZ
CITY COUNCIL PRESIDENT

APPROVED THIS 10 DAY OF March, 1997.


WILLIAM E. WINTER
MAYOR

ATTEST:


LAVERNE COLLINS, CMC
CITY CLERK

161/214

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, FEBRUARY 21, 2012

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Dr. Michael Barton

Mr. Gary Eberhardt, Vice Chair

Ms. Cynthia Kramer

Mr. James Faron

Mr. Ken Howard

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: Good evening.

I'd like to call to order the Planning & Zoning
Commission Meeting for the City of Creve Coeur, Missouri
for Tuesday, February 21st, 2012.

We'll start with roll call.

I don't see Dr. Barton.

Page 1

7 Mr. Gary Eberhardt?
8 MR. EBERHARDT: Present.
9 CHAIRMAN MADDEN: Mr. James Faron?
10 MR. FARON: Present.
11 CHAIRMAN MADDEN: Mr. Ken Howard?
12 MR. HOWARD: Present.
13 CHAIRMAN MADDEN: Ms. Cynthia Kramer?
14 MS. KRAMER: Present.
15 CHAIRMAN MADDEN: I don't see Mr. Schnarr.
16 Mr. Carl Lumley, our City 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: Julie Lowery, our Recording
25 Secretary?

2

1 MS. LOWERY: Present.
2 CHAIRMAN MADDEN: And Dr. Barton?
3 MR. BARTON: Present.
4 CHAIRMAN MADDEN: Okay.

[prior item]

1 CHAIRMAN MADDEN: Okay. Under New Business, ¹⁸C,
2 we'll have a public hearing for Application No. 12-005:
3 Request to repeal Ordinance 1851 and replace with a new
4 conditional use permit for an eating and drinking
5 establishment, Potbelly Sandwich Works, located at 11615

7 And anybody that's going to be coming before us
8 on this, if you could get sworn in, please.

9 (The speakers were sworn in by the court
10 reporter.)

11 CHAIRMAN MADDEN: State your name and address,
12 please.

13 MR. STIMSON: Todd Stimson, 125 Meramec Oak
14 Ridge, Fenton, Missouri.

15 CHAIRMAN MADDEN: Okay.

16 MR. STIMSON: I am the franchise owner of
17 Potbelly Sandwich Works.

18 Right now I have the St. Louis metropolitan area
19 franchise rights. Potbelly is a sandwich, salad, soup,
20 franchisor. They also own over 200 corporate stores.

21 Potbelly originated 30 years ago in Chicago by a
22 gentleman by the name of Charles Hastings. He, at the
23 time, owned a potbelly stove repair and sales shop.

24 With -- with heating and cooling changing, there
25 wasn't a whole lot of demand for potbelly stoves anymore

19
1 and to supplement his business, he started making
2 sandwiches on the stoves on Lincoln Avenue in Chicago.

3 People would stop in and it was cold, they would
4 run in there to warm up with the stoves. He would be
5 serving sandwiches, and it just -- it took off.

6 He ran that location for a good twenty years.
7 Was highly successful. And about thirteen years ago he
8 sold it to another gentleman who decided to franchise
9 after he had one of the sandwiches.

10 I will be their fifth franchisee. They just
11 started in 2010 offering franchises.

12-005.PotbellyCUP.Hearing transcript.02-21-2012.docx
17 here in town to talk about anything, if there's any
18 permitting kind of related issues.
19 CHAIRMAN MADDEN: Any questions for Mr. Stimson?
20 Okay.
21 Sorry. Mr. Faron.
22 MR. FARON: The musician there that I noticed in
23 the plans, that's just geared for lunchtime?
24 MR. STIMSON: Yeah, that's usually only
25 lunchtime. Every once in a while in other stores they've

21
1 had where they'll have a college kid or a high school kid
2 come in, you know, at seven o'clock for a special thing if
3 they're trying to promote themselves or something like
4 that. But it's usually only during lunchtime.

5 MR. FARON: Not at dinner or --

6 MR. STIMSON: Yeah.

7 MR. FARON: I know you say 9 p.m. is your --

8 MR. STIMSON: Yeah, it's usually -- really it's
9 ten to nine, I think.

10 MR. FARON: Provisions was open, I think, little
11 bit later.

12 MR. STIMSON: No, I -- the only -- it's real
13 hard to see with demand. I didn't -- Potbelly didn't want
14 to overcommit on hours. They kind of get say, you know,
15 how that -- how that works.

16 The latest I would ever think, and we would get
17 approval before we ever tried to stay open later, would be
18 ten o'clock at the latest. None of the franchises are
19 open after ten.

20 MR. FARON: Big lunch crowd?

21 MR. STIMSON: Yeah. Yeah. I'm excited about
22 it. I hope -- I think people in CityPlace will really

23 enjoy it; being able to walk out and utilize our concept.

24 MR. FARON: I had one other question --

25 MR. STIMSON: Sure.

1 MR. FARON: -- maybe the architect.

22

2 The planters in front, you're proposing to
3 change the one in the middle and keep the two on the sides
4 symmetrical?

5 MR. SANABRIA: Correct.

6 CHAIRMAN MADDEN: Could you -- sir, could you
7 state your name and address.

8 MR. SANABRIA: My name is Jose Sanabria. I'm a
9 architect with John W. Lister, West Chester, Pennsylvania.

10 We have done quite a few, just to fill you in, a
11 few of these in the Baltimore, Washington, D.C., Boston
12 area.

13 To your question regarding the planters. Part
14 of the appeal of these Potbellies is the ability to go and
15 sit on the -- when the weather permits, outside and have
16 your sandwich. They're big on shakes, ice cream shakes,
17 that kind of a thing.

18 The -- and the proposal was to have our space,
19 which is on here, have the ability to have seating
20 directly in front of it. There is an area that is
21 presently concrete in between these two planters, however,
22 it's not enough and it's off to one side, so we wanted to
23 limit the seating to in front of our space.

24 To that effect, what we were proposing was the
25 removing of one of the planted -- planting beds there in

1 the -- on the sidewalk there. And the request came back

23

12-005.PotbellyCUP.Hearing transcript.02-21-2012.docx
2 to have not the total removal of that, but the replacement
3 in some fashion with maintainability to have some planted
4 material out there.

5 Unfortunately, the thinking was that replacing
6 that just single planter was going to put the -- the
7 symmetry of the facade out of kilt. So we were
8 proposing -- trying to do something on the other side to
9 balance it out.

10 It's an esthetic thing. I don't know that it's
11 necessarily a functional thing.

12 The -- there is enough room between our
13 storefront and where we would have the seats, seven and a
14 half feet, almost eight feet clear, even with the
15 planters, so we are allowing for enough room there, and
16 we're allowing for the planters to have enough space so
17 that some decent size plant material can be put in.

18 MR. FARON: Is there enough circulation there
19 for people to still walk through there, Creve Coeur Camera
20 around to -- seem like it, I guess --

21 MR. SANABRIA: Yes.

22 MR. FARON: -- looks like seven there. Okay.

23 MR. SANABRIA: Seven.

24 MR. FARON: Is there an intent to have eating on
25 the other side, on the east side of the building?

1 MR. SANABRIA: No, only in front of our space.²⁴

2 MR. FARON: So you just moved the existing,
3 seems like, and created a symmetry there with the new
4 planters?

5 MR. SANABRIA: Correct.

6 MR. FARON: Have you talked to Creve Coeur
7 Camera at all?

8 MR. SANABRIA: I would say that would be the
9 landlord.

10 MR. FARON: I'm sorry.

11 MR. SANABRIA: Okay.

12 MR. FARON: Thank you.

13 MR. SANABRIA: Okay.

14 CHAIRMAN MADDEN: Any other questions for
15 Mr. Sanabria? Okay.

16 Whitney, are you --

17 MR. SANABRIA: Any more questions for me?

18 CHAIRMAN MADDEN: Not right now. We may have to
19 bring you back up.

20 MR. SANABRIA: Okay.

21 CHAIRMAN MADDEN: Thank you.

22 MS. KELLY: Good evening again. Whitney Kelly,
23 City Planner.

24 As the Applicant has indicated, they are taking
25 up a portion of the Provisions space, and it was

1 originally 10,980 square foot retail space. And in 1997²⁵
2 they received a conditional use permit for 1500 square
3 feet for food services with a maximum seating capacity at
4 sixteen seats indoors and eight seats outdoors, which
5 prompted, with the new use, a coming back to amend a
6 conditional use permit.

7 Because the original ordinance references
8 outdated sections of the Code, and the new restaurant
9 facility is only taking up a portion of that space, we are
10 recommending repealing the previous ordinance and
11 replacing it with a new one specifically for this tenant.

12 The Applicant is proposing 42 interior seats and

12-005.PotbellyCUP.Hearing transcript.02-21-2012.docx
13 sixteen exterior seats at approximately 2400 square feet
14 of restaurant space.

15 The remaining property will remain retail at
16 this moment. The Code does discuss that 25 percent of the
17 building square footage collectively must be within
18 25 percent for restaurant use. Sorry.

19 With this use and the existing restaurant
20 facility within this area, that will bring the square
21 footage up to 13 percent, well within the 25.

22 In 2009 the owners of CityPlace entered into a
23 reciprocal easement agreement to provide sharing amongst
24 all CityPlace property.

25 There is a parking deck, CityPlace I West and

26
1 CityPlace III, that is within a hundred feet of the
2 restaurant facility, and where no less than 62 parking
3 spaces are available for all employees of the retail uses.
4 The surface lot does contain 231 parking spaces available
5 that would be specific for customers.

6 And given our experience with the prior use, we
7 don't foresee any problems with the parking available on
8 site.

9 As the Applicant has indicated, the use of
10 outdoor seating is an objective of the Comprehensive Plan
11 and not considered coverage. And as they also discussed,
12 for the sake of uniformity, they are including landscaping
13 between the seating and the drive-out, and for the sake of
14 uniformity, providing similar planting to the plant bed
15 here.

16 Staff recommends approval subject to the
17 conditions listed within the staff report.

18 If you have any questions.

19 CHAIRMAN MADDEN: Any questions for Whitney?

20 Okay.

21 Is there anybody in the audience that wants to
22 come up and comment?

23 Do have -- oh, Mr. Stimson, you've already been
24 up here, and so have you, Mr. Sanabria.

25 So you want to offer your --

1 MR. LUMLEY: Offer the following exhibits into²⁷
2 the record of this public hearing: Documentation in
3 possession of the City Clerk reflecting the notice
4 provided to the public regarding the hearing; the staff
5 report regarding the application; materials shown this
6 evening; the City Code of Ordinances and Charter; City's
7 Comprehensive Plan, public file regarding the application.

8 CHAIRMAN MADDEN: Okay. That'll close our
9 public hearing.

10 (The public hearings ended at 7:36 p.m.)

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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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**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
TUESDAY, FEBRUARY 21, 2012
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, February 21, 2012, 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
 Mr. Ken Howard
 Ms. Cynthia Kramer

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

2. NEW BUSINESS

A. Public Hearing

Application #12-005: Request to repeal Ordinance No. 1851 and replace with a new conditional use permit for an eating and drinking establishment, Potbelly Sandwich Works, located at 11615 Olive Boulevard.

Applicant:	Todd Stimson	Applicant's	Jose Sanabria
	Potbelly Sandwich Works	Representative:	John W. Lister, Architect
	125 Meramec Oak Ridge		115 Westlawn Rd #201
	Fenton, MO 63026		W. Chester, PA 19382

Mr. Stimson, owner of Potbelly Sandwich Works St. Louis franchise, shared some background on Potbelly Sandwich Works. Potbelly was originated 30 years ago in Chicago, Illinois; it is a sandwich, salad, and soup franchise. They also own over 200 corporate stores. Mr. Stimson will be Potbelly's fifth franchisee; they just started in 2010 offering franchises. Mr. Stimson wanted to franchise a Potbelly Sandwich Works because he spends a considerable amount of time between Chicago and St. Louis. Mr. Stimson believes Potbelly to be unique and eclectic; they have live music during lunch, usually an acoustic guitar player, and he really enjoys the food. Mr. Stimson thinks St. Louis will really enjoy this concept, especially because it is different from all the other sub sandwich shops in the area. The Potbelly shop would be where Provisions used to be, and the lease has already been signed with The Koman Group.

Mr. Faron asked if the music was only geared for lunch hours. Mr. Stimson replied “yes,” however, every once in a while, he has seen in other stores a high school or college student play in the evening if they are trying to promote themselves. Mr. Faron wanted to know if they planned on keeping late evening hours and Mr. Stimson said they would likely close at 9pm or 10pm, at the latest, but it really depends on the demand. Potbelly did not want to over-commit on hours.

Mr. Faron also wanted to know about the proposal for the planters in the front of the building. Mr. Sanabria, JL Architects, states his firm has done several of the Potbellys in Baltimore and Boston areas. Mr. Sanabria replied in regards to the planters that part of the appeal to the Potbelly Sandwich Works is the ability, weather permitting, to sit outside. The proposal is to have seating directly in front of their space. There is an area that is concrete in between two of the planters, however it is not enough and it is off to one side, so the seating would have been too limited in the front of the building. Mr. Sanabria said they proposed to remove one of the planting beds in the sidewalk but the request came back to not totally removal of the plant material, so then they proposed to replace it with narrower, raised planters. Unfortunately, replacing the single planter was going to put the symmetry of the façade out of kilter, so the new proposal is to try and do same thing on the other side too. It is completely an aesthetic thing, not necessarily a functional thing. There is enough room between the store front and where the seats will be: almost 7 ½ - 8 feet clear, even with the planters. Mr. Faron wanted to know if there was enough room for people to walk through and Mr. Sanabria replied that there is. Mr. Faron wanted to know if there was intent to have seating on the east side of the building and Mr. Sanabria responded that there is not, only in the front of their space.

Ms. Kelly, City Planner, spoke to the Commission about the space being used by Potbelly, stating it was originally 10,980 square foot retail space and in 1997 received a conditional use permit for 1,500 square feet for food services with a maximum seating capacity of 16 seats indoor and 8 seats outdoors, which prompted the new use to amend the conditional use permit. The original ordinance references outdated sections of the code, and the new restaurant facility is only taking up a portion of the available space, so staff recommends repealing the previous ordinance and replacing it with a new one that is specific for this tenant. The applicant is proposing 42 interior seats and 16 exterior seats, with approximately 2,400 square feet of restaurant space. The remaining property will remain retail at this time. Staff does not see any parking issues with the site, given the prior use and the pre-existing shared parking easements throughout the CityPlace property. Staff recommends approval subject to the conditions listed within the staff report.

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)

There being no further comments, the motion was made by Dr. Barton to recommend approval of Application #12-005 for a Conditional Use Permit for an eating and drinking establishment for Potbelly Sandwich Works located at 11615 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report dated February 17, 2012. Mr. Faron seconded the motion with the resultant vote as follows:

Mr. Howard – aye
Mr. Faron – aye

Mr. Eberhardt – aye
Ms. Kramer – aye

Dr. Barton – aye
Chair - 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 7:55 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

February 23, 2012

Mr. Todd Stimson
Potbelly Sandwich Works
125 Meramec Oak Ridge
Fenton, MO 63026

Re: Application #12-005: Repeal Ordinance No. 1851 & replace with new conditional use permit
Potbelly Sandwich Works – 11615 Olive Boulevard

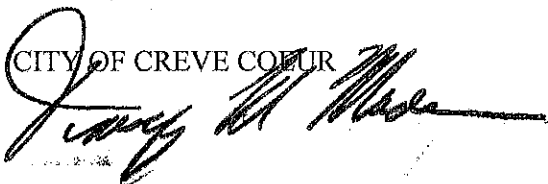
Mr. Stimson:

The Planning and Zoning Commission, at its meeting of February 21, 2012, reviewed your request to repeal Ordinance No. 1851 and replace it with a new conditional use permit for an eating and drinking establishment, Potbelly Sandwich Works, located at 11615 Olive Boulevard.

By unanimous vote, the Planning Commission recommends approval of the new conditional use permit for Potbelly Sandwich Works, subject to the conditions contained in the draft ordinance (see attached). The first reading of the draft ordinance by the City Council is scheduled for Monday, February 27th, 2012. You or a representative should plan to be in attendance to speak for the request.

If you have any questions, please contact the Planning Division staff (872-2501) as soon as possible. Note that significant changes to the draft ordinance may require that the matter be returned to the Planning and Zoning Commission prior to City Council approval.

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

RESOLUTION NO. 995

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH N. B. WEST CONTRACTING COMPANY FOR THE CONWAY ROAD RESURFACING PROJECT FOR THE AMOUNT OF \$732,740.90.

WHEREAS, the City provides safe public rights of way for its commercial and residential communities;

WHEREAS, it is necessary to resurface Conway Road in order to maintain the quality of life expected by the community;

WHEREAS, it is necessary to replace the existing asphalt path along Conway Road to provide a pedestrian route accessible to all users;

WHEREAS, a portion of the construction cost for this project is eligible for reimbursement through a federal Surface Transportation Program (STP) grant;

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;

WHEREAS, N. B. West Contracting Company submitted the lowest and best bid for the project and has a reputation for providing quality sidewalk and street improvement services;

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

Section 1. The Contract between N. B. West Contracting Company and the City, attached hereto as "Exhibit A," with a contract sum of \$ 732,740.90, 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 27th day of February, 2012.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A

**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2012, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and **N. B. West Contracting Company** with offices at 2780 Mary Avenue, Brentwood, MO 63144 (hereinafter called the "Contractor") for the project identified as **Conway Road Resurfacing Project, Mason Road to Interstate 270 Overpass** (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) Federal Wage Determination;
- 6) Asphalt Price Index Agreement;
- 7) Non-Collusion Affidavit;
- 8) Performance and Payment Bond;
- 9) Construction Plans, Specifications, and Details;

- 10) Construction Schedule;
- 11) All Addenda and all Modifications issued after execution of this Contract;
- 12) The Saint Louis County Standard Specifications for Highway Construction, dated February 18, 2011, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 13) The 2011 edition of the Missouri Standard Specifications for Highway Construction by the Missouri Highways and Transportation Commission, as referenced herein and applicable to the Work of this Contract by reference;
- 14) 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

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 **twenty (20) days** of the date of the written Notice to Proceed from the City to the Contractor and shall be completed, within **seventy-five (75) calendar 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 **\$ 732,740.90** (the "Contract Sum") as follows:

- (1) On or about the tenth day of each following month, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated into the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;
- (2) Funding may be retained by the City on various grounds which are believed by the City to potentially incur additional cost or damages upon the City, including, but not limited to: unsatisfactory job progress, failure to remedy defective work, or citation of the Contractor for violation of the City-Contractor Agreement;
- (3) Final payment within 30 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 calendar days (7) 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 shall indicate the dates for starting and completing the various stages of construction on a by-street basis; and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the Traffic Control Plan of the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration and signed and sealed by a licensed professional engineer in the state of Missouri.

The Notice to Proceed shall be issued within twelve (12) calendar days of the award, however no work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the City and MoDOT. 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 nine hundred and fifty dollars (\$950.00) 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 thereof 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 hereof.

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 paragraph (c) of Article V 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 construction. 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 to the City prior to the Contractor commencing the Work on this project. The certificates must state **"The City of Creve Coeur is an additional insured."**

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.

During performance of the obligations set forth in this Agreement, each party agrees that it shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, sex, age, national origin, handicap, or disability.

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. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII**The Work**

The Contractor shall furnish all labor, materials and equipment necessary to complete all activities within the project limits. The Scope of Work includes the structural pavement resurfacing and sidewalk replacement along Conway Road, from Mason Road to approximately 140 feet east of the Interstate 270 overpass, as more specifically described in the Technical Specifications and the construction plans.

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

The Contract contains a binding arbitration provision which may be enforced by the parties.

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

DATE: _____

By _____
"Contractor"

Printed Name

Title

(SEAL)

Attest: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 22, 2012

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation of Award
Conway Road Resurfacing Project

City staff has reviewed bids recently submitted for the Conway Road Resurfacing Project and makes the following recommendation of award of the contract to implement the project. Most of the funding for this project is to come from a federal grant administered by the Missouri Department of Transportation (MoDOT), and MoDOT has recently indicated their agreement with the recommendation of award by City staff.

Project Description

The subject project involves improvements to Conway Road beginning at Mason Road and ending just east of the Interstate 270 overpass. The scope of the project generally involves two aspects or phases: 1.) sidewalk replacement and improvements, and 2.) roadway resurfacing.

Sidewalk improvements. The first phase of the project will involve improvements to most of the sidewalk along the project limits. Some notable aspects of the sidewalk improvements include:

- all of the asphalt pathway along the Conway Road project limits will be replaced with a standard, five-foot-wide concrete sidewalk
- new accessible curb ramps will be constructed at all intersections so to comply with the requirements of the Americans with Disabilities Act (ADA)
- a pedestrian-activated flashing signal will be introduced to highlight the crosswalk at Laduemont Drive, and red flashing beacons will be added to the stop signs at Williamsburg Road/Balcon Estates Drive to improve awareness of the stop condition and the crosswalk there
- the shoulder area along the north side of Conway Road beneath the Interstate 270 overpass will be replaced to provide a designated pedestrian walkway

These sidewalk improvements are anticipated to be completed prior to the roadway resurfacing.

Roadway resurfacing. The second and final phase of the project will involve the replacement of the top two (2) inches of the existing asphalt pavement along the entire project limits. Some regrading will occur at Bal Arbor Lane and at Conway Wold Byway to improve known drainage concerns, but Conway will otherwise be changed little from the existing profile and grade. No expansion or widening of the roadway is planned through this project.

Construction Schedule

The sidewalk improvements involved with this project are anticipated to begin in April 2012, and the pavement resurfacing work is expected to be completed by the end of June 2012.

Due to the volume of traffic that uses Conway Road and the lack of working room along much of the road, the roadway resurfacing phase of the project will occur during nighttime hours. This means of construction has been used recently for similar projects on Spoede Road and Old Ballas Road and has provided the contractors with a working environment relatively free of vehicular traffic. Such an environment is safer for the contractor, allows for more rapid completion of the work, and allows for minimal disruption to daily use of the roadway. City staff expects the same benefits will be realized for the resurfacing of Conway Road.

Bid Advertisement

The Invitation for Bids for the subject project was posted on the Creve Coeur and MoDOT websites from December 21, 2011, through February 1, 2012. In addition, this Invitation for Bids was advertised four (4) times in *The Countian*, a daily newspaper published in St. Louis County, on the following dates:

- January 2, 2012
- January 5, 2012
- January 10, 2012
- January 12, 2012

Finally, notices were sent to contractors who have recently bid on similar City projects if they had not already responded to the other forms of advertisement by the middle of January.

Bid Results

Bids were publicly opened and read for the subject project at the Creve Coeur Government Center at 2:00 p.m. on Tuesday, January 31, 2012. A total of seven (7) bids were received, as detailed in the attached Bid Tabulation and as summarized below:

1. N. B. West Contracting Company\$ 732,740.90
2. Ford Asphalt Company, Inc.....\$ 741,512.70
3. Pace Construction.\$ 780,615.00
4. Gershenson Construction.....\$ 810,615.32
5. Byrne & Jones Construction\$ 886,032.35
6. Leritz Contracting, Inc.....\$ 896,405.65
7. Krupp Construction, Inc.....\$ 1,009,038.30

No inconsistencies or calculation errors were found in any of these bids.

Project Financing

The subject project will be completed using capital improvement funds allocated in the FY2012 budget under account number 02-61-71-9510-12603.

STP Grant. The City was awarded a federal Surface Transportation Program (STP) grant that will reimburse 80% of the construction costs incurred by the City for the subject project, with a maximum reimbursement of \$583,993.00. Based upon the lowest bid price for the project, the anticipated City share of the construction cost would be \$148,747.90.

Budget adjustment. It should be noted that the budget for the subject project was set at \$700,000 in the FY2012 budget. Because the various costs involved with the subject project will exceed the budget amount, a budget adjustment was made necessary to account for the difference. The details of the budget adjustment recommendation can be found in the attached "Project Accounting Summary for Budget Adjustment" dated February 8, 2012.

Evaluation of Bids and Bidders

City staff found that all seven (7) bidders appeared to be responsible bidders, meaning that City staff understands all of these bidders to be organized, equipped, and capable of performing the scope of work for the subject project.

Recommendation

The recommendation is to award the subject project to N. B. West Contracting Company (N. B. West) due to their low bid for the work and their past performance with similar work on grant projects in Creve Coeur. As an example, N. B. West successfully completed improvements to Olive Boulevard west of Interstate 270 as part of another federal grant project. N. B. West is familiar with the process and requirements associated with a grant-funded project, and City staff expects that this experience will help result in the successful completion of the subject project.

Concurrence in Award. MoDOT has reviewed the recommendation by City staff to award the subject project to N. B. West and has recently issued its concurrence in award. A copy of this letter is attached for reference.

The recommendation is to award the Conway Road Resurfacing Project to the firm listed below for a total price of \$ 732,740.90:

N. B. West Contracting Company
2780 Mary Avenue
Brentwood, MO 63144
(314) 962-3145

Attachments: Bid Tabulation

Memorandum: Project Accounting Summary for Budget Adjustment

MoDOT Concurrence in Award

Bid Tabulation

STP-5526(635) - Conway Road Resurfacing Project

Creve Coeur, Missouri

ROADWAY ITEMS																	
Bid Items and Quantities				N. B. West		Ford Asphalt Company		Pace Construction		Gershenson Construction		Byrne & Jones Construction		Leritz Contracting		Krupp Construction, Inc.	
Item Number	Item	Unit	Total Quantity	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal
202101A	CONCRETE BARRIER REMOVAL	LF	358	\$ 16.00	\$ 5,728.00	\$ 6.85	\$ 2,452.30	\$ 24.00	\$ 8,592.00	\$ 36.90	\$ 13,210.20	\$ 19.79	\$ 7,084.82	\$ 25.00	\$ 8,950.00	\$ 8.50	\$ 3,043.00
202201A	FULL-DEPTH SAW CUT	LF	1,365	\$ 4.00	\$ 5,460.00	\$ 3.45	\$ 4,709.25	\$ 1.50	\$ 2,047.50	\$ 3.00	\$ 4,095.00	\$ 1.51	\$ 2,061.15	\$ 6.30	\$ 8,599.50	\$ 3.25	\$ 4,436.25
202301	REMOVAL OF RIGID PAVEMENT	SY	340	\$ 16.00	\$ 5,440.00	\$ 7.10	\$ 2,414.00	\$ 8.00	\$ 2,720.00	\$ 18.60	\$ 6,324.00	\$ 24.74	\$ 8,411.60	\$ 9.75	\$ 3,315.00	\$ 25.00	\$ 8,500.00
203001A	PAVEMENT EXCAVATION (UNCLASSIFIED)	CY	50	\$ 20.00	\$ 1,000.00	\$ 35.00	\$ 1,750.00	\$ 12.00	\$ 600.00	\$ 60.30	\$ 3,015.00	\$ 67.34	\$ 3,367.00	\$ 21.00	\$ 1,050.00	\$ 50.00	\$ 2,500.00
205001	MODIFIED SUBGRADE	CY	50	\$ 25.00	\$ 1,250.00	\$ 60.00	\$ 3,000.00	\$ 35.00	\$ 1,750.00	\$ 44.60	\$ 2,230.00	\$ 108.21	\$ 5,410.50	\$ 26.25	\$ 1,312.50	\$ 85.00	\$ 4,250.00
402001A	PAVEMENT MILLING (0" TO 4")	SY	28,636	\$ 1.50	\$ 42,954.00	\$ 1.70	\$ 48,681.20	\$ 1.15	\$ 32,931.40	\$ 1.62	\$ 46,390.32	\$ 1.50	\$ 42,954.00	\$ 1.95	\$ 55,840.20	\$ 1.85	\$ 52,976.60
405001A	TYPE "C" BITUMINOUS PAVEMENT	TON	3,394	\$ 57.00	\$ 193,458.00	\$ 62.70	\$ 212,803.80	\$ 63.00	\$ 213,822.00	\$ 62.10	\$ 210,767.40	\$ 67.33	\$ 228,518.02	\$ 68.90	\$ 233,846.60	\$ 71.00	\$ 240,974.00
403003A	GEOSYNTHETIC INTERLAYER	SY	27,467	\$ 2.70	\$ 74,160.90	\$ 2.45	\$ 67,294.15	\$ 2.31	\$ 63,448.77	\$ 2.50	\$ 68,667.50	\$ 3.05	\$ 83,774.35	\$ 2.75	\$ 75,534.25	\$ 2.25	\$ 61,800.75
407001A	TACK COAT	GAL	140	\$ 5.00	\$ 700.00	\$ 6.50	\$ 910.00	\$ 3.65	\$ 511.00	\$ 4.00	\$ 560.00	\$ 15.04	\$ 2,105.60	\$ 10.00	\$ 1,400.00	\$ 5.10	\$ 714.00
600100A	ADJUST GAS SERVICE VALVE AND BOX TO GRADE	EA	10	\$ 10.00	\$ 100.00	\$ 85.00	\$ 850.00	\$ 85.00	\$ 850.00	\$ 10.00	\$ 100.00	\$ 112.49	\$ 1,124.90	\$ 250.00	\$ 2,500.00	\$ 250.00	\$ 2,500.00
603237	ADJUST WATER SERVICE VALVE AND BOX TO GRADE	EA	13	\$ 100.00	\$ 1,300.00	\$ 85.00	\$ 1,105.00	\$ 65.00	\$ 845.00	\$ 10.00	\$ 130.00	\$ 112.49	\$ 1,462.37	\$ 250.00	\$ 3,250.00	\$ 250.00	\$ 3,250.00
604201A	ADJUST MANHOLE TO GRADE	EA	5	\$ 700.00	\$ 3,500.00	\$ 125.00	\$ 625.00	\$ 115.00	\$ 575.00	\$ 156.00	\$ 780.00	\$ 223.04	\$ 1,115.20	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00
604205A	REBUILD MANHOLE	VLF	20	\$ 500.00	\$ 10,000.00	\$ 50.00	\$ 1,000.00	\$ 350.00	\$ 7,000.00	\$ 312.00	\$ 6,240.00	\$ 628.21	\$ 12,564.20	\$ 490.00	\$ 9,800.00	\$ 500.00	\$ 10,000.00
608100A	CONCRETE APPROACH	SY	53	\$ 68.00	\$ 3,604.00	\$ 52.00	\$ 2,756.00	\$ 65.00	\$ 3,445.00	\$ 71.20	\$ 3,773.60	\$ 91.31	\$ 4,839.43	\$ 60.00	\$ 3,180.00	\$ 82.50	\$ 4,372.50
608110A	ASPHALT APPROACH	SY	227	\$ 65.00	\$ 14,755.00	\$ 73.05	\$ 16,582.35	\$ 70.00	\$ 15,890.00	\$ 58.50	\$ 13,279.50	\$ 99.71	\$ 22,634.17	\$ 97.00	\$ 22,019.00	\$ 80.00	\$ 18,160.00
608200A	ASPHALT DRIVEWAY	SY	47	\$ 65.00	\$ 3,055.00	\$ 87.00	\$ 4,089.00	\$ 81.50	\$ 3,830.50	\$ 42.60	\$ 2,002.20	\$ 166.74	\$ 7,836.78	\$ 97.00	\$ 4,559.00	\$ 88.00	\$ 4,136.00
609101A	ROLLED CURB AND GUTTER (VARIOUS WIDTHS)	LF	245	\$ 42.00	\$ 10,290.00	\$ 55.65	\$ 13,634.25	\$ 25.00	\$ 6,125.00	\$ 38.60	\$ 9,457.00	\$ 24.76	\$ 6,066.20	\$ 25.00	\$ 6,125.00	\$ 80.50	\$ 19,722.50
609110A	VERTICAL CURB AND GUTTER (VARIOUS WIDTHS)	LF	40	\$ 45.00	\$ 1,800.00	\$ 37.80	\$ 1,512.00	\$ 27.00	\$ 1,080.00	\$ 55.80	\$ 2,232.00	\$ 29.19	\$ 1,167.60	\$ 29.00	\$ 1,160.00	\$ 80.00	\$ 3,200.00
609301	ASPHALT CURB	LF	326	\$ 12.00	\$ 3,912.00	\$ 6.00	\$ 1,956.00	\$ 19.50	\$ 6,357.00	\$ 18.80	\$ 6,128.80	\$ 15.65	\$ 5,101.90	\$ 24.00	\$ 7,824.00	\$ 26.50	\$ 8,639.00
612301A	STANDARD TRAFFIC CONTROL DEVICES	LS	1	\$ 4,400.00	\$ 4,400.00	\$ 24,000.00	\$ 24,000.00	\$ 42,736.63	\$ 42,736.63	\$ 2,080.00	\$ 2,080.00	\$ 54,774.43	\$ 54,774.43	\$ 45,000.00	\$ 45,000.00	\$ 12,000.00	\$ 12,000.00
613550A	FULL-DEPTH PAVEMENT REPAIR	SY	116	\$ 100.00	\$ 11,600.00	\$ 115.00	\$ 13,340.00	\$ 70.00	\$ 8,120.00	\$ 117.00	\$ 13,572.00	\$ 83.46	\$ 9,681.36	\$ 108.00	\$ 12,528.00	\$ 160.00	\$ 18,560.00
619001	MOBILIZATION	LS	1	\$ 37,000.00	\$ 37,000.00	\$ 23,000.00	\$ 23,000.00	\$ 90,000.00	\$ 90,000.00	\$ 75,775.00	\$ 75,775.00	\$ 19,107.43	\$ 19,107.43	\$ 62,100.00	\$ 62,100.00	\$ 90,000.00	\$ 90,000.00
621110A	4" WHITE EPOXY PAVEMENT MARKING	LF	17,359	\$ 0.40	\$ 6,943.60	\$ 0.50	\$ 8,679.50	\$ 0.36	\$ 6,249.24	\$ 0.48	\$ 8,332.32	\$ 0.53	\$ 9,200.27	\$ 0.38	\$ 6,596.42	\$ 0.36	\$ 6,249.24
621120A	4" YELLOW EPOXY PAVEMENT MARKING	LF	18,686	\$ 0.40	\$ 7,474.40	\$ 0.50	\$ 9,343.00	\$ 0.36	\$ 6,726.96	\$ 0.48	\$ 8,969.28	\$ 0.53	\$ 9,903.58	\$ 0.38	\$ 7,100.68	\$ 0.36	\$ 6,726.96
621210A	12" WHITE EPOXY PAVEMENT MARKING	LF	550	\$ 3.00	\$ 1,650.00	\$ 1.60	\$ 880.00	\$ 3.00	\$ 1,650.00	\$ 1.50	\$ 825.00	\$ 1.66	\$ 913.00	\$ 3.15	\$ 1,732.50	\$ 3.00	\$ 1,650.00
621310A	24" WHITE EPOXY PAVEMENT MARKING	LF	117	\$ 6.00	\$ 702.00	\$ 3.15	\$ 368.55	\$ 5.25	\$ 614.25	\$ 3.00	\$ 351.00	\$ 3.32	\$ 388.44	\$ 5.50	\$ 643.50	\$ 5.25	\$ 614.25
621320A	24" YELLOW EPOXY PAVEMENT MARKING	LF	75	\$ 6.00	\$ 450.00	\$ 3.15	\$ 236.25	\$ 5.25	\$ 393.75	\$ 3.00	\$ 225.00	\$ 3.32	\$ 249.00	\$ 5.50	\$ 412.50	\$ 5.25	\$ 393.75
621501A	WHITE EPOXY PAVEMENT MARKING, LEFT ARROW	EA	3	\$ 300.00	\$ 900.00	\$ 105.00	\$ 315.00	\$ 250.00	\$ 750.00	\$ 100.00	\$ 300.00	\$ 110.55	\$ 331.65	\$ 265.00	\$ 795.00	\$ 250.00	\$ 750.00
805001A	SEEDING	ACRE	1	\$ 6,000.00	\$ 6,000.00	\$ 3,775.00	\$ 3,775.00	\$ 8,470.00	\$ 8,470.00	\$ 8,470.00	\$ 8,470.00	\$ 33,796.04	\$ 33,796.04	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00
904598A	DUAL-BEACON COMPACT SOLAR CROSSWALK FLASHING BEACON (YELLOW)	EA	2	\$ 8,000.00	\$ 16,000.00	\$ 8,150.00	\$ 16,300.00	\$ 7,757.00	\$ 15,514.00	\$ 7,757.00	\$ 15,514.00	\$ 8,575.38	\$ 17,150.76	\$ 8,150.00	\$ 16,300.00	\$ 7,757.00	\$ 15,514.00
904599A	SINGLE-BEACON COMPACT SOLAR FLASHING BEACON (RED)	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 3,800.00	\$ 7,600.00	\$ 3,588.50	\$ 7,177.00	\$ 3,589.00	\$ 7,178.00	\$ 3,967.09	\$ 7,934.18	\$ 3,775.00	\$ 7,550.00	\$ 3,588.50	\$ 7,177.00
ROADWAY ITEMS SUBTOTAL:				\$ 483,586.90		\$ 495,961.60		\$ 560,822.00		\$ 540,974.12		\$ 611,029.93		\$ 624,273.65		\$ 619,059.80	

PEDESTRIAN AND BICYCLE ITEMS																	
Bid Items and Quantities				N. B. West		Ford Asphalt Company		Pace Construction		Gershenson Construction		Byrne & Jones Construction		Leritz Contracting		Krupp Construction, Inc.	
Item Number	Item	Unit	Total Quantity	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal
607400A	STEEL FENCE	LF	475	\$ 60.00	\$ 28,500.00	\$ 70.00	\$ 33,250.00	\$ 56.50	\$ 26,837.50	\$ 56.50	\$ 26,837.50	\$ 62.46	\$ 29,668.50	\$ 59.50	\$ 28,262.50	\$ 56.50	\$ 26,837.50
608015A	4 IN. RAISED CONCRETE ISLAND	LS	1	\$ 2,400.00	\$ 2,400.00	\$ 5,050.00	\$ 5,050.00	\$ 2,200.00	\$ 2,200.00	\$ 3,342.00	\$ 3,342.00	\$ 3,427.05	\$ 3,427.05	\$ 2,350.00	\$ 2,350.00	\$ 1,200.00	\$ 1,200.00
608301A	8 IN. CONCRETE MEDIAN STRIP	LF	482	\$ 18.00	\$ 8,676.00	\$ 33.60	\$ 16,195.20	\$ 18.00	\$ 8,676.00	\$ 14.50	\$ 6,989.00	\$ 13.71	\$ 6,608.22	\$ 13.00	\$ 6,266.00	\$ 29.00	\$ 13,978.00
608004A	CONCRETE SIDEWALK (4-INCH THICKNESS)	SY	2,562	\$ 43.00	\$ 110,166.00	\$ 41.50	\$ 106,323.00	\$ 36.50	\$ 93,513.00	\$ 44.50	\$ 114,009.00	\$ 52.24	\$ 133,838.88	\$ 51.00	\$ 130,662.00	\$ 81.00	\$ 207,522.00
608006A	CONCRETE SIDEWALK (6-INCH THICKNESS)	SY	659	\$ 48.00	\$ 31,632.00	\$ 44.35	\$ 29,226.65	\$ 38.50	\$ 25,371.50	\$ 49.30	\$ 32,488.70	\$ 63.21	\$ 41,655.39	\$ 53.50	\$ 35,256.50	\$ 64.00	\$ 42,176.00
608010A	ACCESSIBLE CURB RAMPS (7-INCH THICKNESS) (INCLUDES DETECTABLE WARNING STRIPS)	EA	37	\$ 1,600.00	\$ 59,200.00	\$ 790.00	\$ 29,230.00	\$ 1,650.00	\$ 61,050.00	\$ 1,856.00	\$ 68,672.00	\$ 1,375.94	\$ 50,909.78	\$ 1,700.00	\$ 62,900.00	\$ 2,250.00	\$ 83,250.00
609115A	TYPE "A" VERTICAL CURB	LF	715	\$ 12.00	\$ 8,580.00	\$ 36.75	\$ 26,276.25	\$ 3.00	\$ 2,145.00	\$ 24.20	\$ 17,303.00	\$ 12.44	\$ 8,894.60	\$ 9.00	\$ 6,435.00	\$ 21.00	\$ 15,015.00
PEDESTRIAN AND BICYCLE ITEMS SUBTOTAL:				\$ 249,154.00		\$ 245,551.10		\$ 219,793.00		\$ 269,641.20		\$ 275,002.42		\$ 272,132.00		\$ 389,978.50	

		N. B. West	Ford Asphalt Company	Pace Construction	Gershenson Construction	Byrne & Jones Construction	Leritz Contracting	Krupp Construction, Inc.
PROJECT TOTAL		\$ 732,740.90	\$ 741,512.70	\$ 780,615.00	\$ 810,615.32	\$ 886,032.35	\$ 896,405.65	\$ 1,009,038.30



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 8, 2012
TO: Jim Heines, Director of Public Works
FROM: Matt Wohlberg, P.E., City Engineer
SUBJECT: Project Accounting Summary for Budget Adjustment
Conway Road Resurfacing Project

The Conway Road Resurfacing Project will involve replacing the asphalt driving surface for Conway Road between Mason Road and the Interstate 270 overpass. This project was selected to receive up to 80% reimbursement for construction costs through a federal grant, which is administered by the Missouri Department of Transportation (MoDOT). As such, the City has been working with MoDOT to meet various state and federal requirements to progress this project from concept to construction.

Fiscal Year Change

The Conway Road project was originally identified in the FY2011 budget, as construction was anticipated for the spring of 2011. The City learned in December 2010 that roadway design plans would be required for this project, and the development of these plans resulted in a one-year delay in the construction phase.

Most of the funding for the Conway Road project was carried forward to FY2012, but a portion was held in FY2011 to allow for the roadway survey necessary for the design, as summarized below:

Original FY2011 Budget.....	\$ 730,000.00
Survey Budget.....	\$ 30,000.00
Budget Moved to FY2012	\$ 700,000.00

The site survey was performed within the budgeted amount.

Project Expenses and Budget

The City has incurred various expenses related to the Conway Road project during FY2012 and anticipates several others during and after the construction of the roadway improvements, namely:

- Design and Bidding. Miscellaneous costs associated with this phase of the project included hiring a consultant to finalize the design of the Conway Road project, printing the plans at Kinkos, and publicly advertising the project for bidding.
- Construction. Bids were received in late January 2012 for the construction of the project. The bids were consistent with the anticipated costs for the project, but the bids exceed the

amount allocated for this project in the FY2012 budget. The City will also need to hire a consulting firm to provide material testing services during the roadway work.

- Post-Construction. The City anticipates the need for an as-built survey for the portion of Conway Road that is within the MoDOT right of way.

These costs are summarized below:

Engineering Services	\$ 1,500.00
Printing.....	\$ 168.90
Advertisement of Bid.....	\$ 554.40
Roadway Construction.....	\$ 732,740.90
Pavement Testing **.....	\$ 5,000.00
As-Built Survey **	\$ 2,000.00
Estimated FY2012 Cost	\$ 741,964.20

** Denotes estimated cost for services

Because the final cost for the project will be more than the budgeted amount, a budget adjustment will be necessary to allocate additional funding to the project.

Budget Adjustment

A budget adjustment to increase the Conway Road budget by \$45,000.00 is recommended to provide adequate funding for the various aspects of the project identified above and to provide room within the budget for any additional costs not anticipated at this time.

City staff anticipated that the Conway Road project would exceed the \$700,000.00 budget and planned the asphalt street repair program accordingly. The FY2012 CIP identified \$560,000 for asphalt street improvements, of which the City has spent approximately \$425,000, leaving approximately \$135,000 in available funding. The recommended budget adjustment would move \$45,000 from the asphalt street improvement account to the Conway Road account, as follows:

Account	FY2012 Budget	Proposed Change	Adjusted Budget
Street Improvements – Asphalt (02-61-71-9510-12601)	\$ 560,000.00	- \$ 45,000.00	\$ 515,000.00
Conway Road Improvements (02-61-71-9510-12603)	\$ 700,000.00	+ \$ 45,000.00	\$ 745,000.00

The budget adjustment described above would not impair the City's plans for parking lot resurfacing, roadway patching, and other asphalt repairs in the spring of 2012.

February 15, 2012

Matt Wohlberg, P.E.
City Engineer
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

RE: Conway Road Resurfacing – STP-5526(635)
TIP # 5426-11
Concurrence in Award

Dear Mr. Wohlberg,

MoDOT concurs with the recommendation to award this contract to N. B. West Contracting with a low bid of \$732,740.90. MoDOT's External Civil Rights has approved the DBE participation submitted by the low bidder, N. B. West Contracting, to fulfill the DBE goal of 20%.

Please provide the following to Bob Gummershiemer of the MoDOT St. Louis District Office:

1. Final Plans Package given to Bidders (include all addenda that were issued)
2. Payment Bond, Performance Bond
3. Fully Executed Contract
4. Certification Regarding Affirmative Action (signed by prime contractor)
5. Insurance Certificate

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc. The documents that you have submitted to MoDOT's Central Office will be forwarded to the St. Louis District Office. Please contact Bob Gummershiemer at (314) 453-5068 to coordinate the scheduling of a pre-construction conference. If you have any questions please contact Laura Ellen at (314) 275-1542.

Sincerely,



Danica Stovall-Taylor, P.E.
Estimate and Review Engineer
(573)526-2918

RESOLUTION NO. 996

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS FOR SUBMITTING THE PROJECT PROPOSAL APPLICATION AND LATER FOR EXECUTING AN AGREEMENT FOR A GRANT-IN-AID FROM THE FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM GRANT COMMISSION AS AN STP-S APPLICATION FOR THE COEUR DE VILLE LANE IMPROVEMENT PROJECT.

WHEREAS, the City Council deems it necessary to improve its roads to serve its citizens as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes a need for improvements to its existing road system, and

WHEREAS, the City Council recognizes this STP-S Grant as an excellent opportunity to improve Coeur de Ville Lane road and sidewalk for the benefit of the community.

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

1. Application shall be made under the STP-S Grant for a grant-in-aid to assist with some of the costs to repave the City-maintained portion of Coeur de Ville Lane and to improve sidewalks along Coeur de Ville Lane from Olive Boulevard to Ladue Road.
2. That the project proposal described herein be prepared and submitted to the STP-S Grant Commission for reimbursement.
3. The governing body hereby authorizes the Mayor to sign and execute the necessary documents for forwarding the project proposal application for a grant-in-aid under the STP-S Grant Commission.
4. If a grant is awarded, the City of Creve Coeur will enter into an agreement or contract with the Commission regarding said grant.

Adopted this 27th day of February, 2012.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 21, 2012

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works
Matt Wohlberg, P.E., City Engineer

SUBJECT: Preliminary Scope of Work and Cost Estimate
Coeur de Ville Improvement Project

City staff proposes to pursue federal grant assistance for the rehabilitation of the City's portion of Coeur de Ville Lane. Grant applications are currently being accepted, and City staff expects that, should the proposal for Coeur de Ville be successful, construction would occur in 2015.

Project Location

Coeur de Ville Lane is an urban collector roadway that runs north and south for approximately 1.2 miles along the west side of Interstate 270 from Ladue Road north to Olive Boulevard. The Missouri Department of Transportation (MoDOT) maintains most of this street, which generally includes the north and south thirds extending south from Olive and north from Ladue. The City of Creve Coeur maintains approximately 1,876 linear feet of Coeur de Ville, generally the middle section of the road from just north of the Parc Provence retirement community through the intersection with Royal Valley Drive.

Coeur de Ville Lane serves as a vital vehicular and pedestrian connection among residential, recreational, and institutional uses on that street. A residential neighborhood and a retirement community branch off of the center portion of Coeur de Ville Lane and serve as bookends to the City's Lake School Park. Sidewalks along Coeur de Ville connect these areas to the two schools located at either end of the street: St. Monica School at Olive Boulevard and Parkway Northeast Middle School at Ladue Road.

Pavement Condition and Grant Funding Opportunity

MoDOT has recently resurfaced the sections of Coeur de Ville for which MoDOT is responsible to maintain, and these sections of the street are generally in good condition. The City's section of Coeur de Ville, however, is badly deteriorated and needs a structural resurfacing coupled with a partial roadway reconstruction.

Because Coeur de Ville Lane is classified as an urban collector, projects to improve the street qualify for federal grant funding through the Surface Transportation Program (STP). City staff aims to take advantage of this funding opportunity to improve the pavement and sidewalks of Coeur de Ville Lane.

Roadway Improvement Project

After internal discussions, pavement core testing, and site reviews, City staff proposes the roadway improvement project detailed below. With the City currently pursuing a federal grant to assist with the cost of the project, City staff anticipates that the project would be designed in 2014 with construction in 2015.

Scope of Work

The notable improvements envisioned for Coeur de Ville Lane include:

- roadway pavement resurfacing
- reconstruction of the bottom of the hill just south of Lake School Park, potentially with some vertical alignment improvements
- concrete curb replacement
- sidewalk reconstruction
- replacement of outdated accessible curb ramps
- introduction of a flashing yellow beacon and appropriate signage at the mid-block crosswalk just south of Olive Boulevard
- Partial reconstruction of the failing retaining wall south of Royal Valley Drive
- Introduction of a berm and plantings along Coeur de Ville Lane and Ladue Road to visually enhance the lot at the northeast corner of these streets.

Engineering Design

These improvements will require professional engineering design and the development of roadway construction plans that detail the various aspects of the project.

Preliminary Cost Estimate

The proposed roadway improvement project is expected to cost approximately \$525,000 (projected for 2015 construction), as follows:

Survey and Engineering	\$ 50,000
Roadway Improvements.....	\$ 295,000
Landscape and Streetscape Improvements	\$ 55,000
Sidewalk Improvements	\$ 125,000
Total Anticipated Cost	\$ 525,000

Even after professional services and inflation is factored into the estimated cost, the proposal for Coeur de Ville Lane is smaller in scope and lower in cost than the 2010 Spoede Road project or the 2012 Conway Road project, both of which were similarly funded through STP grants.

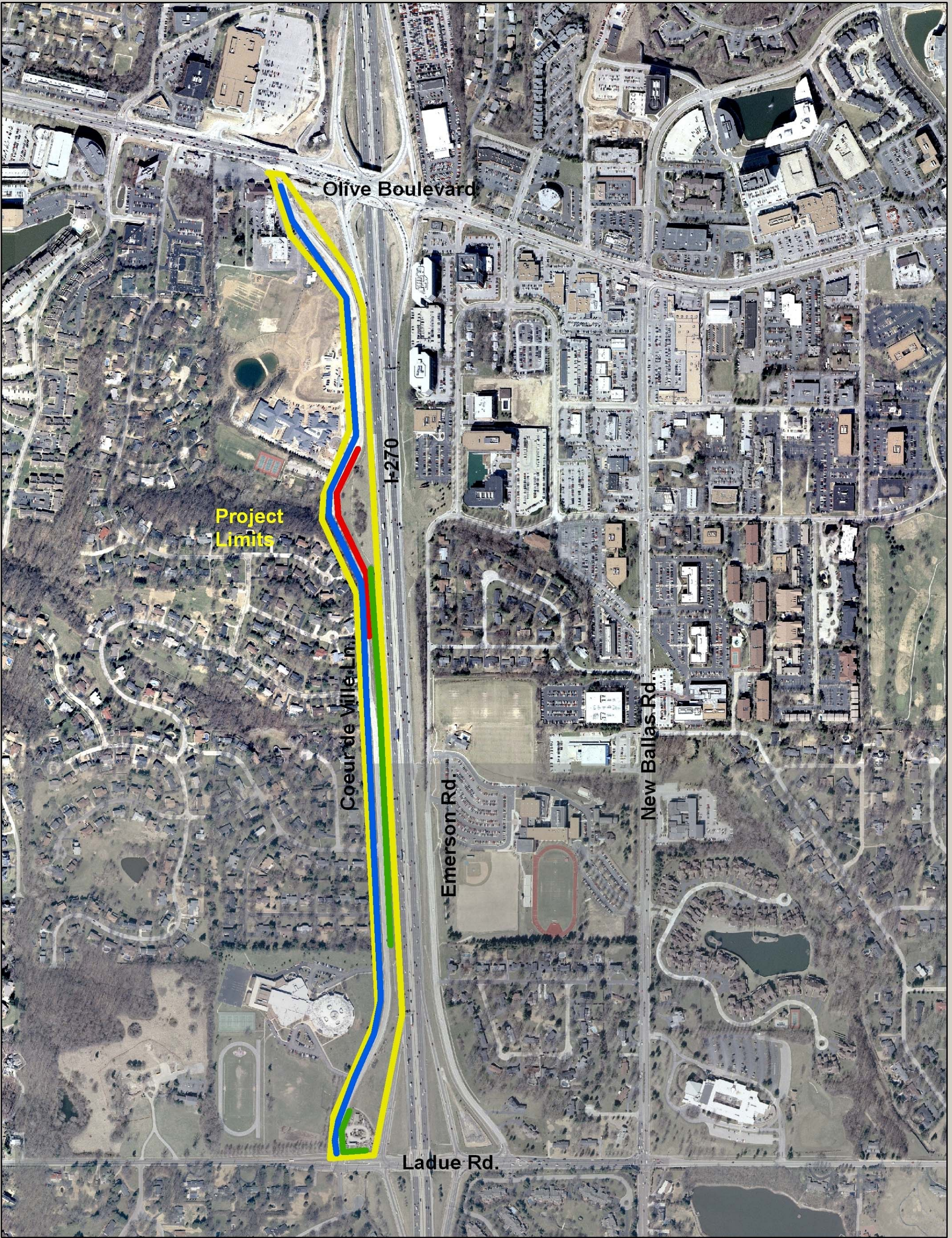
Grant Funding and City Share

The proposal is to divide the design and construction costs for the roadway improvement project between the federal government (through an STP grant) and the City of Creve Coeur, with the STP grant covering 80% of these costs. With the design and construction costs estimated to be \$525,000, the STP grant would fund \$420,000 and the City would fund \$105,000.

Recommendation

The City has found considerable success with federal grant funding for roadway improvements, including projects to resurface North New Ballas Road, Spoede Road, and Conway Road. Given the City's positive past and current experience with federal grants, the current funding opportunity, and the relatively modest size of the proposed project, City staff anticipates a successful grant application for Coeur de Ville Improvement Project. Therefore, City staff recommends pursuit of improvements to Coeur de Ville Lane in the current round of STP grant funding. As a commitment by the City Council is required to be eligible for such funding, City staff recommends that the City Council consider and approve the attached resolution in support of the pursuit of this grant opportunity.

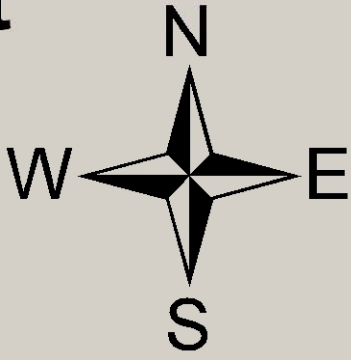
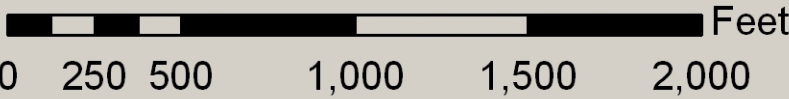
Attachments: Site map showing project limits ("Exhibit A")



Coeur de Ville Lane Overlay Project

"EXHIBIT A"

- Project Limits
- Road Improvements
- Sidewalk Improvements
- Street Trees & Plantings



RESOLUTION NO. 997

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH MURPHY LAWN AND LANDSCAPE, LLC, FOR THE PURCHASE AND INSTALLATION OF TREES AND BUSHES FOR THE 2012, 2013, AND 2014 CALENDAR YEARS.

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

WHEREAS, the City recognizes that the “Street Tree Planting Program” provides an opportunity to the residents for funding assistance to procure and install trees along the City’s right of way; and

WHEREAS, the purchase and installation of trees and bushes along City streets and within the City’s parks will offer an opportunity to beautify the City; and

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

WHEREAS, Murphy Lawn and Landscape, LLC, submitted the lowest and best bid, which provides for a three-year term, during which the unit bid price for trees and bushes will remain constant,

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

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

Adopted this 27th day of February, 2012.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A

**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2012, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and **Murphy Lawn and Landscape, LLC**, with offices at 809 N. Main Street, Palmyra, MO 63461 (hereinafter called the "Contractor") for the project identified as **2012-2014 Tree Purchase and Planting Services** (hereinafter called the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement;
- 2) General Conditions of City-Contractor Agreement;
- 3) Job Special Provisions;
- 4) Technical Specifications;

- 5) State Wage Determination;
- 6) Non-Collusion Affidavit;
- 7) Construction 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 February 18, 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

- (a) All time limits stated in the Contract Documents are of the essence.
- (b) The Work to be performed under the Contract shall be conducted on an as-needed basis during the spring and fall planting seasons of 2012, 2013, and 2014, as defined in the project Job Special Provisions.

ARTICLE IV**The Contract Sum and Payments**

Based upon Applications for Payment submitted by the Contractor at the end of each planting season for work performed and accepted in accordance with the Contract Documents, the City shall pay the Contractor for the performance of the Work the "Seasonal Contract Sum" as follows:

- (1) "Planting seasons" shall be as defined in the Job Special Provisions;
- (2) The "Seasonal Contract Sum" shall constitute the full cost for the Contractor to perform all of the work described in the Contract Documents to install the trees and other plantings requested by the City of Creve Coeur for each planting season;
- (3) The cost of the various plantings shall be as indicated in the Contractor's Itemized Bid Form, and these prices shall remain constant throughout the term of the City-Contractor Agreement;
- (4) At the end of each planting season, ninety percent (90%) of the portion of the Seasonal Contract Sum properly allocable to labor, materials, and equipment incorporated into the Work completed and accepted during that planting season;
- (5) Ten percent (10%) of the portion of the Seasonal Contract Sum properly allocable to the Work completed during each planting season shall be withheld by the City for each portion of the Work until that portion of the work has satisfactorily completed the one-year guarantee period defined in the Project Technical Specifications, and such funds shall be released to the Contractor upon the City's determination that the one-year guarantee period has been satisfied;
- (6) Additional funding may be retained by the City on various grounds which are believed by the City to potentially incur additional cost or damages upon the City, including, but not limited to: unsatisfactory job progress, failure to remedy defective work, or citation of the Contractor for violation of the City-Contractor Agreement.

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 shall indicate the dates for starting and completing the various stages of construction on a by-street basis; and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the Traffic Control Plan of the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration and signed and sealed by a licensed professional engineer in the state of Missouri.

The Notice to Proceed shall be issued within ten (10) calendar days of the award, however no work will commence until the Contractor's Schedule and Traffic Control Plan is 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 thereof is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

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

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

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 Seasonal 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 Seasonal 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 paragraph (c) of Article V 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 Seasonal 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 Seasonal 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 Seasonal 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 Seasonal 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 construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Seasonal 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 to the City prior to the Contractor commencing the Work on this project. The certificates must state **"The City of Creve Coeur is an additional primary 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.

During performance of the obligations set forth in this Agreement, each party agrees that it shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, sex, age, national origin, handicap, or disability.

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. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The Scope of Work includes the procurement, supply, transport, and planting of select tree and bush species at locations specified along public right-of-way lands and within public parks within the City of Creve Coeur.

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

The Contract contains a binding arbitration provision which may be enforced by the parties.

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

DATE: _____

By _____
"Contractor"

Printed Name

Title

(SEAL)

Attest: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: February 22, 2012

TO: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation of Award
2012-2014 Tree Purchase and Planting Services

Upon my review of the bids received for a three-year agreement for services to provide and plant trees and bushes to the City, I recommend that the City enter into an agreement with Murphy Lawn and Landscape, LLC for these services.

Discussion of Services

The City retains the services of a private landscaping contractor each year to provide and plant trees throughout the City. These services are most notably used to support the City's Street Tree Planting Program, through which residents and the City partner to add trees along the City's streets. The landscaping contractor's services have also been used to add or replace trees in the City's parks and to help beautify areas, such as the area between Interstate 270 and Coeur de Ville Drive.

Specifically, the landscaping contractor is responsible for supplying and installing trees and bushes at the City's request. These plantings carry a one-year survival guarantee that protects against defects in the plant or installation. For trees planted as part of the Street Tree Planting Program, the homeowner will bear the responsibility for watering the new tree.

The existing contract for these services was a three-year agreement that recently expired after the fall 2011 planting season. A multi-year agreement allowed for prices to be set for the term of the contract and provided consistency for the Street Tree Planting Program. The proposed agreement sets up another three-year agreement.

Street Tree Planting Program

The City's Street Tree Planting Program provides residents with an opportunity to partner with the City to have the City's contractor supply and plant a tree of respectable size that is suitable for its proposed location. Residents who participate in the City's program benefit from the bid price for the tree and installation and split this bid price with the City. In turn, the City benefits from enhanced streetscapes of appropriate trees.

The Street Tree Planting Program involves a select number of trees for each planting season. A total of seven tree species are available for the program for in the spring 2012 season:

- | | |
|--|---------------------------|
| 1. Flowering Crabapple (non-fruit-bearing) | 5. Eastern Red Bud |
| 2. American Hophornbeam | 6. Thornless Honey Locust |
| 3. Japanese Zelkova | 7. Northern Red Oak |
| 4. Ginkgo (male only) | |

This list of trees has remained fairly consistent, and practically no changes to the tree selection list were made between 2007 and 2011. The spring 2012 program replaces American yellowwood, fruiting crabapples, and red maples with non-fruiting crabapples, Japanese zelkovas, and thornless honey locusts.

Financing

Funding for these services is allocated through the Public Works budget for streets and is specified in account 01-31-51-6212 (Building and Ground Maintenance).

Advertisement

The City advertised the Invitation for Bids for the subject project in the St. Louis *Countian* on January 26 and 31, 2012, and February 2 and 7, 2012. The Invitation for Bids was also posted on the City's website and sent by fax to several area nurseries and landscaping firms which bid on the recent lawn mowing contracts.

Bid Results

Bids for the tree planting services were publicly opened and read on Thursday, February 9, 2012. A total of five (5) bids were received for these services, but only four (4) of these bids were complete. A copy of the bid results is attached.

Bidding Evaluation and Discussion

The bids represent an approximation of the number of plantings in a variety of potentially required species that the City might expect to install over the three-year period from 2012 through 2014. Due to the somewhat vague nature of the planting demand (e.g. resident preferences in the Street Tree Planting Program and tree replacements made necessary by storms), the quantities included in the bid were fairly generic across the species listed. A second consequence of securing bids for an approximate tree demand is that the total bid prices are higher than what the City will expect to invest in trees over the three-year term of the proposed contract.

Tree planting history. The attached Tree Planting Summary lists the number of each species of tree planted through the Street Tree Planting Program and other City projects since the fall of 2003. The trees involved with the Street Tree Planting Program for each year are shaded green. It is notable that the Street Tree Planting Program accounts for approximately 78% of the trees planted. Considering that the trees involved with the Street Tree Planting Program represent a solid majority of the trees planted to date through the various planting service contracts, the evaluation of the bids for these services should be influenced by what is best for this program.

Cost Implications for Street Tree Planting Program. The cost of each tree in the Street Tree Planting Program is typically determined as an average of the per-tree cost for all of the trees in the Program. This cost is then divided between the resident and the City. The resident's share of the cost is rounded to simplify the program. Based upon the bids received, each tree in the Street Tree Planting Program would cost as follows:

Bidding Contractor	Average Cost Per Tree	Cost for Resident
1. Murphy Lawn and Landscape, LLC.	\$ 273.57	\$ 135.00
2. A. Waldbart & Sons Nursery.	\$ 281.43	\$ 140.00
3. Landesign, LLC	\$ 344.71	\$ 170.00
4. Conoyer Brothers Landscaping, Inc.	\$ 442.14	\$ 220.00
5. Allen's Tree Service	\$ 491.43	\$ 245.00

The prices shown above would remain consistent through 2014, unless a significant change is made to the sizes and/or species of trees involved in the Street Tree Planting Program.

As shown above, the bid provided by Murphy Lawn and Landscape, LLC (Murphy) provides the lowest cost for trees involved with the Street Tree Planting Program.

Cost increase. The average cost for trees has increased when compared to the contract that expired after the fall 2011 planting season. This price increase likely reflects the requirement that prevailing wages be paid to workers involved in the planting of the trees in the current proposal. For the resident who is participating in the Street Tree Planting Program, this will translate into a price increase from \$95 per tree (2011) to \$135 per tree (2012).

Projected Costs. The data from past years indicates that the Street Tree Planting Program has had an average annual demand of 39 trees since 2003. For all City plantings (including the Street Tree Planting Program), the average annual demand for trees has been 49 trees over this same period. Given this recent history, it would be reasonable to expect that the City would purchase at least 150 trees through the proposed contract.

Assuming that the average tree demand is maintained, an estimated annual cost for the proposed tree and bush planting services would be as follows:

Contract Item	Contract Value	City Share of Cost
Tree Plantings (49 @ \$275 each).....	\$ 13,500	\$ 8,100
Bush Plantings (15 @ \$110 each).....	\$ 1,650	\$ 1,650
Totals:	\$ 15,150	\$ 9,750

The expectation is that the proposed contract will be valued at approximately \$15,000 per year, with the City's share being approximately \$10,000 of the cost.

Contractor References and Experience

City staff contacted two of the references provided by Murphy, because the City has not had dealings with this contractor in the recent past. In particular, City staff contacted representatives from Greenwood Cemetery in Palmyra, Missouri, and the Parks and Recreation Department of the City of Palmyra, Missouri, who Murphy had listed as references. The common sentiment among these references was positive with a high regard for the quality of work and plants provided by Murphy. As an example, Murphy's experience includes their current contract with the City of Palmyra to plant street trees through a Tree Resources Improvement and Maintenance (TRIM) grant from the Missouri Department of Conservation. During the past three years, Murphy has planted some 130 trees for the City of Palmyra for this grant and some 30 additional trees as part of a separate municipal memorial program.

Recommendation

The recommendation is to enter into a three-year contract for landscaping services with Murphy's Lawn and Landscape, LLC (Murphy). Based upon the positive references for a similar scope of work, the expectation is that Murphy will provide good and reliable landscaping services to the City of Creve Coeur.

The recommendation is to award the 2012-2014 Tree Purchase and Planting Services contract to the firm listed below:

Murphy Lawn and Landscape, LLC
809 N. Main Street
Palmyra, MO 63461
(573) 769-2551

Attachments: Bid Tabulation
Tree Planting Summary
Bid Evaluation

Bid Tabulation

2012-2014 Tree Purchase and Planting Services Creve Coeur, Missouri

TREES													
Bid Items and Quantities				Murphy Lawn and Landscape, LLC		Landesign, LLC		Conoyer Brothers Landscaping, Inc.		Allens Tree Service		A. Waldbart & Sons Nursery	
Item Number	Item	Unit	Total Quantity	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal
1 - 01	FLOWERING CRABAPPLE "SPRING SNOW" (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 309.00	\$ 4,635.00	\$ 385.00	\$ 5,775.00	\$ 375.00	\$ 5,625.00	\$ 275.00	\$ 4,125.00
1 - 02	EASTERN REDBUD (2.5"-3" CALIPER)	EA	15	\$ 250.00	\$ 3,750.00	\$ 325.00	\$ 4,875.00	\$ 405.00	\$ 6,075.00	\$ 430.00	\$ 6,450.00	\$ 265.00	\$ 3,975.00
1 - 03	AMERICAN HOPHORNBEAM (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 364.00	\$ 5,460.00	\$ 475.00	\$ 7,125.00	\$ 570.00	\$ 8,550.00	\$ 310.00	\$ 4,650.00
1 - 04	AMERICAN YELLOWWOOD (2.5"-3" CALIPER)	EA	15	\$ 295.00	\$ 4,425.00	\$ 340.00	\$ 5,100.00	\$ 475.00	\$ 7,125.00	\$ 600.00	\$ 9,000.00	\$ 310.00	\$ 4,650.00
1 - 05	GINKGO - MALE ONLY (2.5"-3" CALIPER)	EA	15	\$ 315.00	\$ 4,725.00	\$ 410.00	\$ 6,150.00	\$ 560.00	\$ 8,400.00	\$ 545.00	\$ 8,175.00	\$ 310.00	\$ 4,650.00
1 - 06	RED MAPLE (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 348.00	\$ 5,220.00	\$ 390.00	\$ 5,850.00	\$ 480.00	\$ 7,200.00	\$ 275.00	\$ 4,125.00
1 - 07	NORTHERN RED OAK (2.5"-3" CALIPER)	EA	15	\$ 315.00	\$ 4,725.00	\$ 340.00	\$ 5,100.00	\$ 430.00	\$ 6,450.00	\$ 495.00	\$ 7,425.00	\$ 275.00	\$ 4,125.00
1 - 08	NORWAY SPRUCE (8 FEET TALL)	EA	15	\$ 265.00	\$ 3,975.00	\$ 441.00	\$ 6,615.00	\$ 440.00	\$ 6,600.00	\$ 455.00	\$ 6,825.00	\$ 315.00	\$ 4,725.00
1 - 09	SPARTAN JUNIPER (8 FEET TALL)	EA	45	\$ 300.00	\$ 13,500.00	\$ 332.00	\$ 14,940.00	\$ 475.00	\$ 21,375.00	\$ 240.00	\$ 10,800.00	\$ 205.00	\$ 9,225.00
1 - 10	TRIDENT MAPLE (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 325.00	\$ 4,875.00	\$ 475.00	\$ 7,125.00	\$ 550.00	\$ 8,250.00	\$ 265.00	\$ 3,975.00
1 - 11	SERVICEBERRY - SINGLE TRUNK VARIETY (2.5"-3" CALIPER)	EA	15	\$ 270.00	\$ 4,050.00	\$ 340.00	\$ 5,100.00	\$ 425.00	\$ 6,375.00	\$ 480.00	\$ 7,200.00	\$ 275.00	\$ 4,125.00
1 - 12	TURKISH FILBERT (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 426.00	\$ 6,390.00	\$ 425.00	\$ 6,375.00	\$ 600.00	\$ 9,000.00	\$ -	\$ -
1 - 13	EUROPEAN HOPHORNBEAM (2.5"-3" CALIPER)	EA	15	\$ 260.00	\$ 3,900.00	\$ 333.00	\$ 4,995.00	\$ 430.00	\$ 6,450.00	\$ 580.00	\$ 8,700.00	\$ 310.00	\$ 4,650.00
1 - 14	WILLOW OAK (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 340.00	\$ 5,100.00	\$ 455.00	\$ 6,825.00	\$ 495.00	\$ 7,425.00	\$ 275.00	\$ 4,125.00
1 - 15	JAPANESE ZELKOVA (2.5"-3" CALIPER)	EA	15	\$ 270.00	\$ 4,050.00	\$ 325.00	\$ 4,875.00	\$ 430.00	\$ 6,450.00	\$ 525.00	\$ 7,875.00	\$ 275.00	\$ 4,125.00
1 - 16	SKYLINE LOCUST (2.5"-3" CALIPER)	EA	15	\$ 275.00	\$ 4,125.00	\$ 340.00	\$ 5,100.00	\$ 410.00	\$ 6,150.00	\$ 500.00	\$ 7,500.00	\$ 260.00	\$ 3,900.00
1 - 17	SUGAR MAPLE "LEGACY" (2.5"-3" CALIPER)	EA	15	\$ 285.00	\$ 4,275.00	\$ 348.00	\$ 5,220.00	\$ 415.00	\$ 6,225.00	\$ 595.00	\$ 8,925.00	\$ 275.00	\$ 4,125.00
1 - 18	GREENSPIRE LINDEN (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 340.00	\$ 5,100.00	\$ 425.00	\$ 6,375.00	\$ 450.00	\$ 6,750.00	\$ 265.00	\$ 3,975.00
1 - 19	ASH "AUTUMN PURPLE" (2.5"-3" CALIPER)	EA	15	\$ 250.00	\$ 3,750.00	\$ 340.00	\$ 5,100.00	\$ 395.00	\$ 5,925.00	\$ 450.00	\$ 6,750.00	\$ -	\$ -
1 - 20	RED PINE (8 FEET TALL)	EA	15	\$ 245.00	\$ 3,675.00	\$ 347.00	\$ 5,205.00	\$ 450.00	\$ 6,750.00	\$ 550.00	\$ 8,250.00	\$ 315.00	\$ 4,725.00
1 - 21	BALD CYPRESS "SHAWNEE BRAVE" (2.5"-3" CALIPER)	EA	15	\$ 210.00	\$ 3,150.00	\$ 364.00	\$ 5,460.00	\$ 460.00	\$ 6,900.00	\$ 570.00	\$ 8,550.00	\$ -	\$ -
1 - 22	CRABAPPLE "ADAMS" (2" CALIPER)	EA	15	\$ 210.00	\$ 3,150.00	\$ 248.00	\$ 3,720.00	\$ 350.00	\$ 5,250.00	\$ 275.00	\$ 4,125.00	\$ 195.00	\$ 2,925.00
1 - 23	RED OAK (2.5"-3" CALIPER)	EA	15	\$ 315.00	\$ 4,725.00	\$ 340.00	\$ 5,100.00	\$ 440.00	\$ 6,600.00	\$ 500.00	\$ 7,500.00	\$ 275.00	\$ 4,125.00
1 - 24	NORWAY MAPLE (2.5"-3" CALIPER)	EA	15	\$ 275.00	\$ 4,125.00	\$ 325.00	\$ 4,875.00	\$ 430.00	\$ 6,450.00	\$ 600.00	\$ 9,000.00	\$ 275.00	\$ 4,125.00

BUSHES													
Bid Items and Quantities				Murphy Lawn and Landscape, LLC		Landesign, LLC		Conoyer Brothers Landscaping, Inc.		Allens Tree Service		A. Waldbart & Sons Nursery	
Item Number	Item	Unit	Total Quantity	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal
2 - 01	DWARF BURNING BUSH (#5 CONTAINER)	EA	30	\$ 75.00	\$ 2,250.00	\$ 41.00	\$ 1,230.00	\$ 47.00	\$ 1,410.00	\$ 90.00	\$ 2,700.00	\$ 47.00	\$ 1,410.00
2 - 02	LEATHERLEAF VIBURNUM (#5 CONTAINER)	EA	15	\$ 100.00	\$ 1,500.00	\$ 44.00	\$ 660.00	\$ 49.00	\$ 735.00	\$ 90.00	\$ 1,350.00	\$ 47.00	\$ 705.00
2 - 03	COMPACT INKBERRY HOLLY (#3 CONTAINER)	EA	150	\$ 65.00	\$ 9,750.00	\$ 33.00	\$ 4,950.00	\$ 48.00	\$ 7,200.00	\$ 80.00	\$ 12,000.00	\$ 44.00	\$ 6,600.00
2 - 04	DWARF FOUNTAIN GRASS "HAMELN" (#2 CONTAINER)	EA	30	\$ 75.00	\$ 2,250.00	\$ 25.00	\$ 750.00	\$ 32.00	\$ 960.00	\$ 60.00	\$ 1,800.00	\$ 34.00	\$ 1,020.00
2 - 05	MAIDEN GRASS "GRACILIMUS" (#2 CONTAINER)	EA	30	\$ 75.00	\$ 2,250.00	\$ 25.00	\$ 750.00	\$ 32.00	\$ 960.00	\$ 60.00	\$ 1,800.00	\$ 34.00	\$ 1,020.00
2 - 06	RED TWIG DOGWOOD (5 FT - 6 FT TALL)	EA	30	\$ 160.00	\$ 4,800.00	\$ 97.00	\$ 2,910.00	\$ 75.00	\$ 2,250.00	\$ 90.00	\$ 2,700.00	\$ -	\$ -
2 - 07	ARROWWOOD VIBURNUM (5 FT - 6 FT TALL)	EA	30	\$ 160.00	\$ 4,800.00	\$ 97.00	\$ 2,910.00	\$ 73.00	\$ 2,190.00	\$ 90.00	\$ 2,700.00	\$ -	\$ -
2 - 08	FORSYTHIA (5 FT - 6 FT TALL)	EA	30	\$ 160.00	\$ 4,800.00	\$ 89.00	\$ 2,670.00	\$ 68.00	\$ 2,040.00	\$ 70.00	\$ 2,100.00	\$ -	\$ -

INDICATES NO BID SUBMITTED

INDICATES TREES SELECTED FOR SPRING 2012 RESIDENTIAL STREET TREE PROGRAM

Tree Planting Summary

2012-2014 Tree Purchase and Planting Services

Creve Coeur, Missouri

YEAR	American Hophornbeam	American Yellowwood	Austrian Pine	Crabapple "Spring Snow"	Crabapple (flowering)	Dogwood	Eastern Red Bud	Foster Holly	Ginkgo	Japanese Zelkova	Linden	Norway Spruce	Purple Ash	Red Maple	Red Oak	Red Pine	Seedless Green Ash	Spartan Juniper	Sugar Maple	Thornless Honey Locust	White Ash		PROGRAM SUBTOTAL	ANNUAL SUBTOTAL		Forsythia	Red Twig Dogwood	Arrowwood Viburnum	COMMENTS
2003	0	0	0	0	0	0	0	1	0	0	0	1	0	8	3	0	5	0	1	0	0		19	19		0	0	0	Fall 2003 only
2004	0	0	0	0	0	0	0	0	0	0	0	0	0	14	9	0	3	0	4	2	2		34	34		0	0	0	
2005	0	0	0	0	0	1	0	0	0	0	0	0	0	29	5	0	4	0	11	6	0		55	56		0	0	0	
2006	0	0	8	2	0	1	0	0	1	0	0	0	0	32	6	10	7	25	12	0	8		65	112		0	0	0	
2007	0	2	0	0	11	0	12	0	1	0	0	0	0	25	8	0	0	12	0	0	0		59	71		44	44	0	
2008	4	2	0	0	2	0	9	0	6	1	0	0	0	14	7	0	0	0	0	0	0		44	45		0	0	0	
2009	0	1	0	0	2	0	1	0	0	2	4	0	1	10	3	11	0	17	0	0			17	52		15	14	15	
2010	3	1	0	0	2	0	2	0	4	0	0	0	0	12	4	0	0	0	0	0	0		28	28		0	0	0	
2011	1	1	0	0	6	0	0	0	4	0	0	0	0	7	4	0	0	0	0	0	0		23	23		0	0	0	

TREE SUBTOTAL	8	7	8	2	23	2	24	1	16	3	4	1	1	151	49	21	19	54	28	8	10		344	440				
% OF TOTAL	2%	2%	2%	0%	5%	0%	5%	0%	4%	1%	1%	0%	0%	34%	11%	5%	4%	12%	6%	2%	2%		78%	100%				

AVERAGE NUMBER OF TREES PER YEAR: 49

MAXIMUM TREES IN ONE YEAR: 112 (2006)

MINIMUM TREES IN ONE YEAR: 19 (2003)

AVERAGE TREES IN STREET TREE PROGRAM PER YEAR: 39

MAXIMUM TREES IN ONE YEAR: 65 (2006)

MINIMUM TREES IN ONE YEAR: 17 (2009)

 Indicates inclusion in the residential street tree program for that year.

Bid Evaluation

2012-2014 Tree Purchase and Planting Services

Creve Coeur, Missouri

TREES IN THE SPRING 2012 TREE PLANTING PROGRAM													
Bid Items and Quantities				Murphy Lawn and Landscape, LLC		A. Waldbart & Sons Nursery		Landesign, LLC		Conoyer Brothers Landscaping, Inc.		Allens Tree Service	
Item Number	Item	Unit	Total Quantity	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal	Unit Price	Item Subtotal
1 - 01	FLOWERING CRABAPPLE "SPRING SNOW" (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 275.00	\$ 4,125.00	\$ 309.00	\$ 4,635.00	\$ 385.00	\$ 5,775.00	\$ 375.00	\$ 5,625.00
1 - 02	EASTERN REDBUD (2.5"-3" CALIPER)	EA	15	\$ 250.00	\$ 3,750.00	\$ 265.00	\$ 3,975.00	\$ 325.00	\$ 4,875.00	\$ 405.00	\$ 6,075.00	\$ 430.00	\$ 6,450.00
1 - 03	AMERICAN HOPHORNBEAM (2.5"-3" CALIPER)	EA	15	\$ 245.00	\$ 3,675.00	\$ 310.00	\$ 4,650.00	\$ 364.00	\$ 5,460.00	\$ 475.00	\$ 7,125.00	\$ 570.00	\$ 8,550.00
1 - 05	GINKGO - MALE ONLY (2.5"-3" CALIPER)	EA	15	\$ 315.00	\$ 4,725.00	\$ 310.00	\$ 4,650.00	\$ 410.00	\$ 6,150.00	\$ 560.00	\$ 8,400.00	\$ 545.00	\$ 8,175.00
1 - 07	NORTHERN RED OAK (2.5"-3" CALIPER)	EA	15	\$ 315.00	\$ 4,725.00	\$ 275.00	\$ 4,125.00	\$ 340.00	\$ 5,100.00	\$ 430.00	\$ 6,450.00	\$ 495.00	\$ 7,425.00
1 - 15	JAPANESE ZELKOVA (2.5"-3" CALIPER)	EA	15	\$ 270.00	\$ 4,050.00	\$ 275.00	\$ 4,125.00	\$ 325.00	\$ 4,875.00	\$ 430.00	\$ 6,450.00	\$ 525.00	\$ 7,875.00
1 - 16	SKYLINE LOCUST (2.5"-3" CALIPER)	EA	15	\$ 275.00	\$ 4,125.00	\$ 260.00	\$ 3,900.00	\$ 340.00	\$ 5,100.00	\$ 410.00	\$ 6,150.00	\$ 500.00	\$ 7,500.00
SUBTOTAL:				\$ 28,725.00		\$ 29,550.00		\$ 36,195.00		\$ 46,425.00		\$ 51,600.00	
AVERAGE COST OF TREE FOR PROGRAM:				\$273.57		\$281.43		\$344.71		\$442.14		\$491.43	



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
FEBRUARY 21, 2012
9:00 A.M.**

A meeting of the Horticultural, Environmental and Beautification and Finance Nominating Committees was held on Tuesday, February 21, 2012 starting at 9:00 a.m. at the Creve Coeur Government Center, 300 N. New Ballas Road.

Council President Nealey called the meeting to order to consider appointments of the six (6) positions for the Arts Commission pursuant to the requirements of Section 4.4 (i) of the Creve Coeur City Charter.

HEB Committee

The Nominating Committee consisted of:

Harold L. Dielmann, Mayor (participated in the discussion by phone)
Tara Nealey, Council President
Fran Cantor, Chair of the HEB Committee

The following resumes/letters of interest were received:

- Carol Mueller
- Phyllis Cantor
- Rachel Eilbott

Mayor Dielmann stated there are three vacant positions on the HEB due to resignations.

Fran Cantor moved, seconded by Mayor Dielmann to appoint Carol Mueller, Phyllis Cantor and Rachel Eilbott each to a three year term which will expire June 30, 2015, with the vote upon such motion being as follows, to-wit:

Council President Nealey – Aye
Mayor Dielmann, Aye
Fran Cantor – Aye

The vote on the motion being 3 Ayes and 0 Nays, the nomination recommended was approved.

Finance Committee

The Nominating Committee consisted of:

Harold L. Dielmann, Mayor (participated in the discussion by phone)
Tara Nealey, Council President
Stan Edelstein, Chair of the Finance Committee

The following resumes/letters of interest were received:

- Richard Kutta
- Paul S. Gonzalez
- Mark Pasewark
- Joe O'Neil
- Erin Morton

Mayor Dielmann stated there one vacant position on the HEB Finance Committee due to a resignation.

Council President Nealey stated she spoke with Paul Gonzalez, Erin Morton and Mark Pasewark and felt they were all good candidates. All were very interested and seem committed to serving. Council President Nealey stated she asked about potential conflicts of interest and there didn't seem to be a likely issue. Council President Nealey stated she also took into consideration of the three that she spoke with the issue of Ward representation. There was one from Ward 4, one from Ward 1 and one from Ward 2. Council President Nealey stated among the three that she spoke with she would recommend either Gonzalez or Pasewark.

Mayor Dielmann stated Mark Pasewark has been recommended by Council Member Saunders.



NOMINATING COMMITTEE
FEBRUARY 21, 2012
9:00 A.M.

Council President Nealey stated Paul Gonzalez has been a trustee of his subdivision for a very long time and is dedicated in serving the community. Council President Nealey stated she did not speak with Joe O'Neil or Richard Kutta as she felt the other three candidates were stronger. Kutta was also interested in Parks and Recreation and has been in the construction field for the past few years with engineering background and felt his talents would be useful in other areas like stormwater or parks.

Mark Perkins stated it would be helpful for an applicant to have a CFO background like we have been fortunate to have in the past.

Council President Nealey stated Mark Pasewark is currently serving as an alternate on the Personnel Appeals and has for many years. He would like to contribute more but has no formal finance background, but feels his experience in corporate law and education in economics would be useful. He has attended Council meetings and discussed good points with information the Mr. Caldwell provide regarding the recent bond purchase. He would bring a lawyers perspective.

Stan Edelstein stated he would like to have face-to-face interviews with Kutta, Gonzalez and Pasewark.

Council President Nealey stated she is prepared to recommend either Gonzalez or Pasewark but she didn't speak with Kutta because he had other interests other than Finance.

City Clerk to contact the three candidates and set up interviews with the Nominating Committee the second week in March.

The Nominating Committee Meeting adjourned at 9:43 a.m.

Attest:

Deborah Ryan
City Clerk

Harold Dielmann
Mayor



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: February 9th, 2012
TO: Mark Perkins, City Administrator
FROM: Glenn Eidman, Chief of Police
SUBJECT: Deer Mitigation Program

Mr. Perkins,

Below listed is the information provided to the Police department for the Deer Mitigation program.

- Five bow hunters were approved—one of the five was actually a *group* of ten or so approved hunters known as Suburban Bow Hunters.
- Nine properties were approved for hunting. Of the nine, one of the properties was actually three lots joining together to form the one acre minimum.
- As of January 15, 19 deer have been harvested on six of the nine properties. Of the 19 harvested deer, 14 were harvested by Suburban Bow hunters. The other five deer were harvested by the father/son team of Brian and Daniel Thornquist. Five bucks and 14 doe taken was the final harvest count.
- Three of the deer were harvested on the Delmar Garden property near 270/Ladue. Two were harvested at 245 Kingshill Drive. Six deer were harvested at 12760 Oakstone Lane. Two deer were harvested at 130 Laduemont; two were harvested at 27 Balcon Estates; four were harvested at 11 Chamblee Lane.
- Four properties were turned down for hunting—three because they were closer than 150 yards from the property line of MO Bap University and one because it was less than one acre. Lou Salamone from Suburban Bow Hunters requested permission to hunt on all four properties that were turned down.

Issues and complaints:

- Suburban Bow Hunters brought in a letter from Holy Cross Lutheran Church requesting that the ordinance prohibiting hunting within 150 yards of a church be waived so that hunting could take place within 150 yards on the southern border of the church. I told Lou Salamone that this might require a revision to the ordinance and he should not hunt

this property until I checked with city officials. I passed along the request to Debbie Ryan, who passed it on to Carl Lumley. I do not know what was decided and to my knowledge the property was not hunted.

- In addition to the five approved bow hunters, eight additional bow hunters called expressing an interest. Some of them wanted to know if the City provided a list of interested homeowners; when I told them that the City did not, they apparently did not want to approach the homeowners. A couple of the callers had not had the approved safety course.
- On October 25, 2011 Dr. Perez from Town & Country called and asked if there was any way Creve Coeur could prevent our bow hunters from shooting the deer that T&C sterilized. They sterilized 130 deer at a cost of \$1,000 each. The tag is in the inner ear and some are on the bottom of the ear.
- The trustees of the Twin Creek Subdivision added an amendment to their Indentures declaring bow hunting as noxious as used in restriction 6 of their Indentures.
- In late December, Lou Salamone called to say there was a hunter without a permit on the common ground behind 12760 Oakstone. When officers responded, the hunter in question did have a permit to hunt 154 Laduemont but not the common ground. The hunter was given a written warning; our officer said that Lou Salamone was very unprofessional to the other hunter. (the only call and complaint received by the PD)

Suggestions for next year

- If hunters are hunting properties that are in close proximity, notify each hunter of the locations being hunted. The Police department will provide notification to the subdivision trustee when hunters will be present.
- In an effort to identify the hunter's who have permission to hunt, the PD could create laminated picture ID.
- Per the City ordinance the deer hunters must hunt in accordance with the season set forth by the MO. Dept. of Conservation, or "such other specific time authorized by the City of Creve Coeur." Since the city does not authorize "other specific time" and it could be confusing, the portion in quotes could be omitted.
- The Contiguous Neighbor notification forms were difficult to track as the PD often times only received a mailing notification. In an effort to better track the properties being hunted, the Police department will reformat the form and require the hunter to provide a copy of that form to the PD.
- If turning in the forms were a requirement before hunting takes place, there probably would not have been as many properties hunted. So, that part of the ordinance should probably stay the same; i.e. proof of notification is the form from the USPS.
- Notification to residents or subdivisions that hunters will be present-the PD is researching a method to allow others to know when hunters are present.