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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, March 12, 2012
7:30 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 26th Council meeting is 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. - There will be a Public Hearing on the FY13-17 Capital Improvement Plan

1. CONSENT AGENDA

a. Council minutes dated February 23, 2012

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated March 7, 2012 in the amount of \$189,981.77 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5361 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For Used-Only Automotive Dealer At 10623 Baur Boulevard. Final Reading and Passage

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



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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.

3. 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. Final Reading and Passage

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

NEW BUSINESS

4. Bill No. 5363 - An Ordinance Amending Sections 600.020 And 600.060 Regarding Liquor Control. First Reading

Summary: The sections amended in our City Ordinance will clarify the definition of Original Package liquor sales.

5. Resolution No. 998 - A Resolution Authorizing the Sale of five (5) 2010 Ford Police Department Vehicles To Lou Fusz Chrysler/Dodge.

Summary: The Police department sought (3) competitive bids for the sale of (5) 2010 Crown Victorias. The vehicles for sale will include equipment that is not transferable to the new Dodge Chargers, such as prisoner partitions, push bumpers, equipment rack, computer mounts, computer monitors, and fire extinguishers.

6. Resolution No. 999 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With American Boiler & Mechanical For The Government Center Boiler Replacement Project For The Amount Of \$205,853.00.



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Summary: The scope of this project is to replace our aging boiler system with new energy efficient units. Additional work includes replacement of hot water heaters to supply sinks and showers, and the addition of a second boiler water pump.

APPOINTMENTS

7. Olive Graeser TDD Board of Directors

Summary: With the purchase of the Series 'A' notes, the OGTDD Board of Directors will be reconstituted per Section 3.13 of the Development Agreement. Appointments to the Board are made by the City Council under the requirements of the Agreement.

BUSINESS FROM THE MAYOR and CITY COUNCIL

8. Golf League Fees

Summary: Requested for discussion by Council Member Saunders.

BUSINESS FROM CITY ADMINISTRATOR

9. Retirement Reception for Mayor Dielmann

Summary: A group of citizens are planning a reception to honor Mayor Dielmann upon his retirement.

10. TDD Updates

Summary: Staff will provide updates on the Olive and Olive/Graeser Transportation Development Districts.

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

Posted: _____ posted 3/8/2012

Deborah Ryan, MPCC
City Clerk



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

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Council President Nealey at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, February 27, 2012.

PLEDGE OF ALLEGIANCE

Council President Nealey led the Pledge of Allegiance.

INVOCATION

Council President Nealey said the invocation.

ROLL CALL

The following members were in attendance:

Mrs. Kistner	Council Member Ward I
Mr. Kreuter	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
Mrs. Rhoades	Council Member Ward IV

* - Absent: Mayor Dielmann

COMMENTS FROM THE GENERAL PUBLIC

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

Robert Haddenhorst resident of 421 Hickory Glen Lane stated his support for Overstreet House of Cars.

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 Rhoades - Aye
Council Member D'Alfonso – Aye



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Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 8 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

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

Council Member Kreuter moved, seconded by Council Member D'Alfonso to approve the consent agenda as presented.

- 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)**

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

The vote on the motion being 8 ayes and 0 nays, motion carried.

BILLS PAYABLE REPORT

For Information Only



CITY OF CREVE COEUR – MINUTES
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

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

Council Member Kistner moved, seconded by Council Member Hoffman to approve Bill No. 5360, 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 Rhoades - Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5360 becomes Ordinance No. 5244.

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

City Clerk read Bill No. 5361 for the first time.

Paul Langdon made a presentation regarding the application.

Council Member Kistner asked if there were already cars on the property.

Paul Langdon stated yes but it is currently being used more for a storage facility then a showroom. They have other dealerships in the area but don't sell cars from this property yet.



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David Caldwell resident of 257 Brooktrail Court stated as a light industrial property owner he is in support of the application. Mr. Caldwell stated he feels the condition restricting the parking of a vehicle outside on the property is not necessary.

Paul Langdon stated the conditional use permit, if approved, will go with the land. So we can't predict what will happen in the future or what business might end up on that property. In order to remove the restriction of no display parking on the property it would require a text amendment.

Council Member Saunders asked how someone would distinguish everyday parking from display parking.

Wally Overstreet stated his son and he both drive classic cars as daily drivers and those will be parked in the parking lot during business hours. Those cars are owned and will not have any for sale signs or displays on the car. The vehicles will be simply parked on the parking lot.

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

City Clerk read Bill No. 5362 for the first time.

Paul Langdon made a presentation regarding this application.

Council Member Kistner asked since it isn't taking up all of the vacant space, if it was the east or west side of the building.

Paul Langdon stated it is actually filling in the west half of the old Provisions space.

Council Member Kistner stated the remaining space is long and narrow and asked is that likely to be filled.

Paul Langdon stated yes and actually there is a prospective tenant looking at it now. One of the things that staff found in speaking with leasing agents is when there is a space that it too wide it becomes a problem as far as leasing.

Council Member Kistner asked if the new tenant leases that vacant space would the parking requirements change at all.

Paul Langdon stated no it would not change.

Council Member Nealey asked about the appearance of the proposed raised planting beds.



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Paul Langdon stated essentially they are going to be a precast concrete and typical planter height. The planting would be a low growing plant that wouldn't get any bigger than a foot and a half high.

Council Member D'Alfonso asked if the previous business had outdoor speakers.

Paul Langdon stated not that he recalls, but this particular restaurant provides live music on site.

Council Member Kistner asked who will maintain the planters.

Paul Langdon stated he suspects Koman Group/CityPlace.

Todd Stimson applicant for Potbelly restaurants stated the planters will be irrigated and maintained by the Koman Group. Mr. Stimson stated Pottbelly is a sandwich shop which will also sell soups and salads and beverages but no alcoholic beverages.

Council Member Hoffman asked if the restaurant will be open for dinner.

Todd Stimson stated yes, it will be open for dinner. The application is requesting 9 am to 9 pm, seven days a week. The franchise cannot offer breakfast in the beginning due to the franchise agreement but hope they will eventually offer breakfast and delivery.

Council Member Kistner asked when the planned opening date is.

Todd Stimson stated the goal is the first week in July.

Council Member Rhoades stated on condition three of the bill it lists the hours of operation shall be 10 am to 9 pm and asked if that is what was intended.

Todd Stimson stated if approved they could come back and ask for extended hours.

Mel Klearman resident of 739 Bergerac Drive asked what power the city has to prevent a saturation of these types of businesses.

Mark Perkins stated that is not the city's role and the businesses are market driven.

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.

City Clerk read Resolution No. 995.

Council Member Kistner moved, seconded by Council Member Wang to approve Resolution No. 995.



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Mark Perkins stated all of the road work will take place at night.

Council Member Rhoades asked if there will be a public notice.

Mark Perkins stated there will be information in the newsletter and the residents immediately surrounding the work area will be notified.

Council Member Kistner asked when the work will begin.

Jim Heines stated the work will take place in April and May beginning with milling and then paving.

Council Member Nealey called to question the approval of Resolution No. 995, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried.

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.

City Clerk read Resolution No. 996.

Council Member Kistner moved, seconded by Council Member Kreuter to approve Resolution No. 996, 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 Rhoades - Aye



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Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried.

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.

City Clerk read Resolution No. 997.

Council Member Wang moved, seconded by Council Member Kistner to approve Resolution No. 997.

Council Member D'Alfonso asked if the HEB has had any input on the tree selection.

Jim Heines stated yes.

Laura Bryant resident of 12738 Hezel Lane stated she recently attended a subdivision meeting for Lac Du Bois and a question was raised about the cost of having street trees being planted. Because the streets are private and there is not a public right of way they were charged 100% of the costs.

Jim Heines stated that is correct, the program only allows for planting in public right of ways. They did pay 100% but it is a reduced cost which is the City's cost. We couldn't invest public funds into a private right of way.

Laura Bryant asked the Council to consider amending this policy because it is the spirit of the program to enhance the community and not the value of the property itself.

Council President Nealey called the question for the approval of Resolution No. 997, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – 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 8 ayes and 0 nays, motion carried.

APPOINTMENTS

8. Appointments to the Horticultural, Environmental and Beautification Committee

Council President Nealey stated the Nominating Committee is recommending the appointment of Carol Mueller, Phyllis Cantor and Rachel Eilbott to the HEB each to a three year term which will expire June 30, 2015.

Council Member Kreuter moved, seconded by Council Member D'Alfonso to approve the appointments to HEB as recommended, 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 Rhoades - Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 8 ayes and 0 nays, motion carried.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

9. Deer Mitigation Program Review

Mark Perkins stated there was a memo from the Chief in the Council packets reviewing the first year of the deer program.

Chief Eidman stated there were a couple of issues, including residents wanting to know when a hunt is taking place in the area. We only had one real complaint and it was one hunter on another.

Gary Wilson resident of 436 Conway Gardens Lane stated within the last month he has been solicited twice by hunters. It is intimidating for residents because these people are coming and asking to hunt on their property and they have no identification on them.

Chief Eidman stated it would be helpful if the next time that happens if residents would call the police and then they can act on the issue. The police department is not issuing any type of a permit or identification but all hunters should have their Missouri Department of Conservation identification and permit to hunt. The police department does get a copy of a hunter's driver's license when they come in to apply to hunt.



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Council President Nealey stated there is a registration process for hunting but they shouldn't be soliciting to do hunting without having some sort of solicitor permit.

Mark Perkins stated no, staff has determined that our solicitors' ordinance does not apply to the hunting ordinance because they are not selling anything.

Carl Lumley stated with canvassers it is optional to register with the City.

Chief Eidman stated before the hunters come to the City they have to be able to show on their application that they have permission and one acre of ground to hunt on. Without asking the residents permission then there isn't any reason to come and apply..

Gary Wilson stated nineteen deer have been harvested so far and how much does each deer cost the residents.

Chief Eidman stated nothing; all of the costs are on the hunter.

Council Member Kistner stated this isn't the first time the Council has heard about residents being taken aback when hunters knock on their door and suggested Council may want to look into requiring a permit or something to address this issue.

Council President Nealey stated she agrees and we should address it before next season.

Mark Perkins stated staff will look into that before next season.

Council Member Rhoades stated she would like to see some sort of marker when a hunt is taking place and would put safety ahead of the success of deer hunting.

Council Member Kistner stated at the last meeting there was a resident of Town and Country that requested our hunters not shoot the tagged/sterilized deer and asked is the tag visible.

Chief Eidman stated it is visible, Town and Country sent over pictures of deer with big tracking collars on their necks. Chief Eidman stated he isn't sure if the City has the right to regulate that but we could ask.

Council President Nealey stated it would be in the best interest for the hunters not to shoot the tagged deer because they would want the program to continue. The more they cause an uproar publicly about taking a tagged deer the less likely the success of this program will be.

Council Member Hoffman stated a sterilized deer will do just as much damage to a car as an unsterilized deer would. It is a point that needs to be taken here and would be opposed to limiting the hunters.

Council Member Kistner stated she is coming more from the point of community relations.



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Barb Hughs resident of 101 Hawthorne Est of Town and Country stated the tagged deer are the ones that have been sterilized by the City of Town and Country at the cost of \$250 each and would be deeply appreciated if they were not hunted. Many residents paid for sterilization out of their own pockets and not tax money. If they continue to only kill then nature will perpetuate itself and the does will just have more fawns each year and that is what those that are for sterilization are trying to get everyone to understand.

10. Submittal of Capital Improvement Plan 2013-2017

Mark Perkins stated a draft copy of the CIP was distributed on the dais this evening. Detailed sheets will be distributed at the next work session meeting. The next two work sessions in March we will be discussing the CIP.

Council Member D'Alfonso moved, seconded by Council Member Wang to adjourn at 8:17 p.m., with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried.

Submitted by:

Deborah Ryan
City Clerk

Tara Nealey
Council President



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

DATE: March 7, 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 March 7, 2012 in the amount of \$189,981.77.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01630	0		030512	05-Mar-12	ARMSTRONG WOOD PRODUCTS, INC.	REFUND O/P OF 2012 BUS LICENSE	01-00-00-4402	90.00
01632	0		021712	17-Feb-12	CHOD, LEONARD	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,392.00
01633	0		022312	23-Feb-12	JODY LEACH	SEWER LATERAL REPAIR REIMB	02-00-00-1901	3,280.00
01622	0		021712	17-Feb-12	RED MONKEY ENTERPRISES, LLC	REFUND OF BUSINESS LIC FEE	01-00-00-4402	120.00
01622	0		021712	17-Feb-12	RED MONKEY ENTERPRISES, LLC	REFUND OF OCCUPANCY INSP FEE	01-00-00-4426	65.00
01559	0	P001314	0234246-	28-Oct-11	WILL ELECTRONICS	REFIT EXISTING PANIC ALARMS TO	01-00-00-2410	1,860.00
01559	0	P001314	0234246-	28-Oct-11	WILL ELECTRONICS	FREIGHT CHARGE FOR PRODUCTS	01-00-00-2410	9.00
Sum of Invoices								6,816.00



**CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING**

3/7/2012

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01447	0		18387	22-Feb-12	DIVERSIFIED PRINTING INC	ENEWS POSTCARDS	01-12-11-6203	251.08
00053	0		882227-001	15-Feb-12	MERCY CORPORATE HEALTH	RANDOM ANNUAL MAINT FEE	01-12-11-6271	30.00
00620	0	P001316	020612	06-Feb-12	WARREN, KENNETH	CONDUCT 2011 RESIDENT SURVEY	01-12-11-6203	10,900.00
01628	0		4215.01	12-Jan-12	XTREME EXHIBITS INC.	POSTCARDS	01-12-11-6282	408.48
Sum of Invoices								11,589.56



**CITY OF CREVE COEUR
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IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00070	1		I120213465	13-Feb-12	TECH ELECTRONICS	REFURBISHED REPLACEMENT	01-12-51-6213	255.28
00050	0		INV0021122	29-Feb-12	REJIS	PIX FIREWALL MAINT	01-12-51-6213	21.24
Sum of Invoices								276.52



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

FINANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005	0		1655733	28-Feb-12	AMERICAN STAMP	STAMP PAD REPLACEMENTS	01-13-11-7304	29.42
00016	0		021612	16-Feb-12	COLLECTOR OF REVENUE	SALES TAX REPORT-FEB 2012	01-13-11-6202	20.00
00329	0		0126004.	27-Feb-12	GFOA	MEMBERSHIP DUES-D. SMITH	01-13-11-6262	190.00
00030	0		020812	08-Feb-12	SMITH, DANIEL N.	REIMB FOR FEB 2012 GFOA MTG	01-13-11-6264	15.00
Sum of Invoices								254.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050	0		INV0021121	15-Feb-12	REJIS	SUBSCRIPTION FEES-FEB 2012	01-13-14-6202	2,237.06
Sum of Invoices								2,237.06



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00045	1		5973766690	08-Feb-12	OFFICE DEPOT	VARIOUS OFFICE SUPPLIES	01-13-15-7312	61.18
00045	1		5973767330	08-Feb-12	OFFICE DEPOT	ENVELOPES	01-13-15-7312	27.98
00045	1		1442701081	13-Feb-12	OFFICE DEPOT	TONER-PRO SHOP	01-13-15-7312	138.67
00045	1		59637631300	01-Feb-12	OFFICE DEPOT	ALUMINUM CLIPBOARD-CITY	01-13-15-7312	26.99
00045	1		599369765-	23-Feb-12	OFFICE DEPOT	TONER, LETTERING TAPE	01-13-15-7312	135.89
00046	0		0192481	09-Feb-12	OFFICE ESSENTIALS	25 CASES COPY PAPER	01-13-15-7312	782.50
01484	0		261397-0	28-Feb-12	OFFICE SOURCE, INC.	LETTER TRAYS	01-13-15-7312	16.08
00166	1		662635	14-Feb-12	OFFICEMAX	STORAGE BOXES, PENS, STAPLES	01-13-15-7312	102.35
00077	0		1330584	22-Feb-12	QUILL	TONER CARTRIDGES-DETECTIVE	01-13-15-7312	464.91
00077	0		1237129	17-Feb-12	QUILL	TONER CARTRIDGE-PRO SHOP	01-13-15-7312	125.79
00077	0		9922188	03-Feb-12	QUILL	TONER CARTRIDGES-MUNI COURT	01-13-15-7312	144.48
00077	0		9909121	03-Feb-12	QUILL	TAPE DISPENSER	01-13-15-7312	2.79
00077	0		1006316	08-Feb-12	QUILL	KEYBOARD/MOUSE-MUNI COURT	01-13-15-7312	110.32
00077	0		1429853	27-Feb-12	QUILL	PENS, POST-ITS, CALC. TAPE	01-13-15-7312	75.71
00192	0		20127864	27-Jan-12	ST LOUIS FITNESS TECHS LLC	CHECK/CLEAN ELLIPT DUE TO NOIS	01-13-15-6211	85.00
01169	0		112364443	09-Feb-12	STAPLES ADVANTAGE	LABELS	01-13-15-7312	44.28
01169	0		112363966	09-Feb-12	STAPLES ADVANTAGE	TONER, STORAGE BOXES-COURT	01-13-15-7312	343.28
01169	0		112528711	22-Feb-12	STAPLES ADVANTAGE	PENS, ENVELOPES	01-13-15-7312	55.94
00075	0		3233	28-Feb-12	WUSSLER BUSINESS FORMS	WINDOW ENVELOPES W/RTN	01-13-15-7312	329.50
00075	0		3232	27-Feb-12	WUSSLER BUSINESS FORMS	BUSINESS CARDS	01-13-15-7312	206.50
Sum of Invoices								3,280.14



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195	0		R812	04-Feb-12	ALARM 24, INC.	ALARM SERVICE (ICE ARENA)	06-14-31-6212	90.00
01550	0		452-4387819	21-Feb-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (022112)	06-14-31-7301	0.80
01550	0		452-4387819	21-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORMS (022112)	06-14-31-7308	3.60
00117	0		403697	19-Feb-12	HOME DEPOT	PAINT FOR MEETING ROOM	06-14-31-6212	32.51
00116	0		21756252	17-Feb-12	SAM'S CLUB	LIGHT BULBS	06-14-31-6212	27.54
00116	0		21756252	17-Feb-12	SAM'S CLUB	CLEANING SUPPLIES	06-14-31-7301	50.62
00434	0		0188-1	22-Feb-12	SHERWIN-WILLIAMS	PAINT FOR NEW WALL IN PRO	06-14-31-9503	138.24
Sum of Invoices								343.31



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01084	0		CD1527239	16-Feb-12	R&R PRODUCTS, INC.	BEDKNIVES AND SCREW FOR 3100	06-14-32-6211	99.66	
							<i>Sum of Invoices</i>		99.66



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00195	0		R812	04-Feb-12	ALARM 24, INC.	ALARM SERVICE (PRO SHOP)	06-14-33-6212	90.00
Sum of Invoices								90.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4387819	21-Feb-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (022112)	06-14-34-7301	2.50
00116	0	P001365	2175	17-Feb-12	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	193.49
00116	0	P001365	2175	17-Feb-12	SAM'S CLUB	MISC SUPPLIES (8321)	06-14-34-8321	12.48
Sum of Invoices								208.47



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4414186	28-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/28/12)	01-16-11-7308	7.20
01550	0		452-4387825	21-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/21/12)	01-16-11-7308	7.20
01448	0	P001349	677533	01-Mar-12	BUILDINGSTARS	CLEANING SERVICE FOR CITY HALL	01-16-11-6212	1,420.00
01448	0	P001349	677533	01-Mar-12	BUILDINGSTARS	CLEANING SERVICE FOR POLICE DE	01-16-11-6212	1,350.00
Sum of Invoices								2,784.40



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00285	0		021612	16-Feb-12	EIDMAN, GLENN	FBINAA MONTHLY FEES	01-21-11-6264	36.00
00837	0		2012	27-Feb-12	LAW ENFORCEMENT OFFICIALS OF GRTR	LEO 2012 DUES	01-21-11-6262	50.00
00125	0		258567	23-Feb-12	LEON UNIFORM	(1) SGT BADGE	01-21-11-7308	97.50
01057	0		22812	28-Feb-12	LIVELY, GARY	MONTHLY LEO MEETING FEES	01-21-11-6264	20.00
00053	0		881490-001	15-Feb-12	MERCY CORPORATE HEALTH	1ST DOSE HEP A NEW OFFICER	01-21-11-6271	75.00
00053	0		881487-001	15-Feb-12	MERCY CORPORATE HEALTH	NEW OFFICER SPIROMETRY	01-21-11-6271	60.00
00053	0		881485-001	15-Feb-12	MERCY CORPORATE HEALTH	NEW OFFICER HEP B VACCINE	01-21-11-6271	68.00
00053	0		884021-001	22-Feb-12	MERCY CORPORATE HEALTH	2ND HEP A & 3RD HEP B NEW OFFI	01-21-11-6271	180.23
01232	1		96229655	13-May-10	MOORE MEDICAL	ACETAMINOPEN FOR EMERG MGMT	01-21-11-7304	21.70
00050	0	P001255	INV0021122 PO	15-Feb-12	REJIS	REJIS USER CHARGES JAN - JUN 2	01-21-11-6202	4,030.39
00050	0	P001253	INV0021122PO	15-Feb-12	REJIS	CHARTER FIBER 5.0M CONNECTION	01-21-11-6202	855.00
00050	0		INV0021122	29-Feb-12	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0021122	29-Feb-12	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0		INV0021445	21-Feb-12	REJIS	(1) BACKGROUND CHECK	01-21-11-6203	10.00
00050	0	P001254	INV0021445 PO	21-Feb-12	REJIS	2 EA FRID BADGES	01-21-11-6213	15.00
00050	0	P001254	INV0021122 PO.	15-Feb-12	REJIS	GLOBAL CAD FEES FEB 2012	01-21-11-6213	1,102.50
01048	0		2702693576	18-Feb-12	VERIZON WIRELESS	MONTHLY AIRCARD CHARGES	01-21-11-6253	43.05
Sum of Invoices								6,735.37



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00094	1		147005	17-Feb-12	FIRESTONE	CAR 2423 INSTALL BATTERY	01-21-21-6210	15.00
00050	0		INV0021122	29-Feb-12	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
00298	0		0070425-IN	17-Feb-12	SIRCHIE	EVIDENCE BOXES & FIBER KIT	01-21-21-7304	81.15
Sum of Invoices								106.65



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01618	0		7904GF	23-Feb-12	BOSQUI'S	REMOVE GRAPHICS FROM CAR 2416	01-21-22-6210	110.00
00681	0	P001385	INV-19834	23-Feb-12	DATA911	5 EA D9-08-6004 M6 CPU	01-21-22-6210	495.00
00681	0	P001385	INV-19834	23-Feb-12	DATA911	SHIPPING	01-21-22-6210	39.00
00681	0	P001385	INV-19834	23-Feb-12	DATA911	5 EA CA-M6-9999B M6 EXTENDED CA	01-21-22-6210	1,295.00
00094	1		147178	21-Feb-12	FIRESTONE	CAR 2417 RADIATOR FAN ASSEMBLY	01-21-22-6210	390.95
00094	1		147216	23-Feb-12	FIRESTONE	CAR 2409 2 MARKER LIGHTS	01-21-22-6210	29.98
00094	1		147045	18-Feb-12	FIRESTONE	CAR 2404 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		147006	17-Feb-12	FIRESTONE	CAR 2409 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		147355	27-Feb-12	FIRESTONE	CAR 2407 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		147405	29-Feb-12	FIRESTONE	CAR 2408 3000 ML SVS, BRK LGHT	01-21-22-6210	35.73
00226	0	P001248	5626292	16-Feb-12	GREEN SUPPLY INC	1 P90 RIFLE FOR SRO VEHICLE	01-21-22-9503	1,555.00
00125	0	P001381	260284	06-Feb-12	LEON UNIFORM	UNIFORM ITEMS - LOVASC	01-21-22-5107	503.15
00125	0	P001381	260284-01	06-Feb-12	LEON UNIFORM	UNIFORM ITEMS - LOVASC	01-21-22-5107	304.65
00125	0		260513	13-Feb-12	LEON UNIFORM	UNIFORM ITEMS FOR OFFICERS	01-21-22-7308	104.85
00050	0		INV0021122	29-Feb-12	REJIS	14 VERIZON DATA LINES	01-21-22-6253	714.00
00266	0		236175	28-Feb-12	SUNTRUP	CAR 2406 REPROGRAM TPMS SYSTEM	01-21-22-6210	99.00
00311	0		536841	29-Feb-12	WEBER CHEVROLET	CAR 2411 REPLACE MAP LT HSING	01-21-22-6210	204.08
Sum of Invoices								5,949.36



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01143	0		021312	13-Feb-12	CONCRETE COUNCIL	2012 MUNICIPAL PAVEMENTS MTG	01-31-11-6264	50.00
00368	0		7-793-16453	16-Feb-12	FEDEX	SHIPPING FEE-INFO TO MODOT	01-31-11-6203	18.40
01048	1		2700691145	13-Feb-12	VERIZON WIRELESS	AIR CARD 1/14 - 2/13/12	01-31-11-6253	43.01
Sum of Invoices								111.41



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00272	0		14685248	25-Jan-12	ARAMARK	HOODED SWEATSHIRTS	01-31-41-7308	62.97
00272	0		18121475	04-Feb-12	ARAMARK	CAPS FOR STREETS/PARKS	01-31-41-7308	227.50
01550	0		452-4414184	28-Feb-12	ARAMARK UNIFORM SERVICES	MOPS (2/28/12)	01-31-41-6212	8.10
01550	0		452-4361472	14-Feb-12	ARAMARK UNIFORM SERVICES	MOPS (2/14/12)	01-31-41-6212	8.10
01550	0		452-4387816	21-Feb-12	ARAMARK UNIFORM SERVICES	MOPS (2/21/12)	01-31-41-6212	8.10
01550	0		452-4414184	28-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/28/12)	01-31-41-7308	37.88
01550	0		452-4361472	14-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/14/12)	01-31-41-7308	37.87
01550	0		452-4387816	21-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/21/12)	01-31-41-7308	37.88
00712	2		J34397	22-Feb-12	BOBCAT OF ST. LOUIS	BOBCAT REPAIR	01-31-41-6211	430.79
00712	2		M22850	15-Feb-12	BOBCAT OF ST. LOUIS	BOBCAT RENTAL DURING REPAIRS	01-31-41-6211	525.00
00394	0		11-2194	21-Feb-12	CHUCK'S BOOTS	BOOTS FOR 3 SHOP EMPLOYEES	01-31-41-7308	349.98
00205	1		SVI008965	28-Feb-12	CK POWER PRODUCTS. CORP.	SVC ON GENERATOR FOR FUEL ODOR	01-31-41-6211	201.43
00205	1		SVI008789	22-Feb-12	CK POWER PRODUCTS. CORP.	CONTRACT RENEWAL-GENERATOR	01-31-41-6211	305.00
00840	0		20491	27-Feb-12	CLAYCO MIDWEST COMPANY	MAINT ITEMS FOR CRACKSEAL MACH	01-31-41-6211	190.88
01466	0		140034725	21-Feb-12	CROSS MIDWEST TIRE	TIRES FOR SKID LOADER	01-31-41-6211	525.00
00049	4		294	23-Feb-12	EMPLOYEE SOLUTIONS GROUP	TEMP PERSONNEL W/E 2/12/12	01-31-41-6207	610.88
00117	0		8012435	21-Feb-12	HOME DEPOT	TOOLS FOR SHOP	01-31-41-7302	667.35
00789	0		368512	22-Feb-12	K&K SUPPLY	SAFETY HATS, GLOVES	01-31-41-7308	186.12
00789	0		368125	16-Feb-12	K&K SUPPLY	GLOVES, EAR PLUGS	01-31-41-7308	96.00
00100	0		26035	21-Feb-12	MISSOURI PETROLEUM	CRACK SEAL FOR STREETS	01-31-41-7305	382.20
00608	0		70825	24-Feb-12	NORTHWEST TIRE & AUTO	MELTER HOOKS FOR CHAINS	01-31-41-7302	19.90
00970	1		1388-401173	21-Feb-12	O'REILLY AUTO PARTS	SMALL TOOLS FOR SHOP	01-31-41-7302	105.89
00047	0		P90722	21-Feb-12	PAT KELLY EQUIPMENT	SMALL TOOLS FOR SHOP	01-31-41-7302	374.09
01489	0		KA1291	16-Feb-12	SUPERCO SPECIALTY PRODUCTS	TRACTION SPRAY	01-31-41-6212	129.00
01489	0		KA1291	16-Feb-12	SUPERCO SPECIALTY PRODUCTS	YELLOW & WHITE PAINT PENS	01-31-41-7304	112.00
01489	0		KA1291	16-Feb-12	SUPERCO SPECIALTY PRODUCTS	DURA-LUBE FOR SALT SPREADERS	01-31-41-7310	395.73
00270	1		14226-00	26-Jan-12	TERMINAL SUPPLY CO.	VARIOUS TRUCK PARTS	01-31-41-6210	36.23
00178	0		200747	29-Feb-12	WARNER COMMUNICATIONS CORP.	CHANGEOVER RADIOS TO	01-31-41-6210	130.00
00311	0		535659	14-Feb-12	WEBER CHEVROLET	TRANSMISSION REPAIR-TRK #205	01-31-41-6210	149.95
00842	0		36036	17-Feb-12	WOODY'S MUNICIPAL SUPPLY	CALCIUM PUMP	01-31-41-7310	233.91

Sum of Invoices

6,585.73



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1	P001333	0346-014094912	15-Dec-11	ALLIED WASTE	CONDO SERVICE FOR JAN 2012	01-31-42-6214	1,741.17
00105	1	P001333	0346-014044519	30-Nov-11	ALLIED WASTE	CONDO SERVICE FOR DEC 2011	01-31-42-6214	1,741.17
00105	1	P001333	0346-014249024	15-Feb-12	ALLIED WASTE	RESIDENTAL SERVICE FOR FEB 201	01-31-42-6214	78,613.20
00105	1	P001332	0346-	15-Feb-12	ALLIED WASTE	RECYCLING SVC FOR FEB 2012	01-31-42-6217	22,740.60
Sum of Invoices								104,836.14



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

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PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00272	0		18121475	04-Feb-12	ARAMARK	CAPS FOR STREETS/PARKS	01-31-43-7308	227.50
01550	0		452-4414184	28-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/28/12)	01-31-43-7308	37.87
01550	0		452-4361472	14-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/14/12)	01-31-43-7308	37.88
01550	0		452-4387816	21-Feb-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (2/21/12)	01-31-43-7308	37.87
00128	1		S3068693.001	13-Feb-12	FROST ELECTRIC	LIGHT-MILL PARK RESTROOMS	01-31-43-6212	162.36
00789	0		368125	16-Feb-12	K&K SUPPLY	GLOVES, EAR PLUGS	01-31-43-7308	96.00
00040	0		775832	17-Feb-12	MILBRADT	EQUIPMENT PARTS	01-31-43-6211	9.52
00040	0		775762	15-Feb-12	MILBRADT	CHAINSAW PARTS	01-31-43-6211	18.98
01387	0		10911	20-Feb-12	REESE RECREATION	POST CAPS FOR MILLENNIUM PARK	01-31-43-6212	367.20
Sum of Invoices								995.18



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00213	0		022212-1	22-Feb-12	MCLAUGHLIN COURT REPORTING SERVICES,	CRT REPORTER-P&Z HRGS 2-21-12	01-32-11-6202	159.00	
							Sum of Invoices		159.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00009	0		030112	01-Mar-12	BOLLS, SCOTT	MILEAGE REIMB FEB 2012	01-32-61-7307	564.44
00055	0		030212	02-Mar-12	HOLMES, BRAD	MILEAGE REIMB FEB 2012	01-32-61-7307	44.95
00187	0		022912	29-Feb-12	MICHELS, DAVID	MILEAGE REIMB FEB 2012	01-32-61-7307	267.51
00112	0		41222	21-Feb-12	MPS	SIGN CODE REGULATION FORMS	01-32-61-7304	29.00
00456	0		7002	20-Jan-12	NATIONAL FIRE SPRINKLER ASSOCIATION,	MEMBERSHIP DUES	01-32-61-6262	85.00
00032	0		030112	01-Mar-12	UNSER, STEVE	MILEAGE REIMB FEB 2012	01-32-61-7307	76.59
01048	1		2696169535	04-Feb-12	VERIZON WIRELESS	SAMSUNG TABS-INSPECTORS JAN-FE	01-32-61-6253	162.00
00057	0		030112	01-Mar-12	WOODS, DENNIS	MILEAGE REIMB-FEB 2012	01-32-61-7307	224.78
Sum of Invoices								1,454.27



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

3/7/2012

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00840	0		20398	27-Feb-12	CLAYCO MIDWEST COMPANY	TAR FOR CRACK SEAL PROGRAM	02-61-71-9510-12601	1,718.00	
00840	0	P001387	20396	28-Feb-12	CLAYCO MIDWEST COMPANY	1 45535 ENGINE COVER	02-61-71-9516	1,503.32	
00840	0	P001387	20396	28-Feb-12	CLAYCO MIDWEST COMPANY	SHIPPING AND HANDLING	02-61-71-9516	1,100.00	
00840	0	P001387	20396	28-Feb-12	CLAYCO MIDWEST COMPANY	2010 28" HITCH EXTENSION	02-61-71-9516	680.00	
00840	0	P001387	20396	28-Feb-12	CLAYCO MIDWEST COMPANY	SS125 CRAFTCO DIESEL MELTER	02-61-71-9516	28,896.00	
00840	0	P001387	20396	28-Feb-12	CLAYCO MIDWEST COMPANY	24095K & 26058 STROBE KIT & F	02-61-71-9516	651.00	
00303	1		10313588	09-Feb-12	MISSOURI LAWYERS MEDIA	BID REQUEST-BOILER REPLACEMENT	02-61-71-9501-12101	520.80	
Sum of Invoices									35,069.12
GRAND TOTAL OF ALL INVOICES									189,981.77

**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

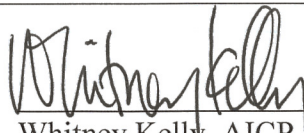
- Commerce Center Action Area

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.

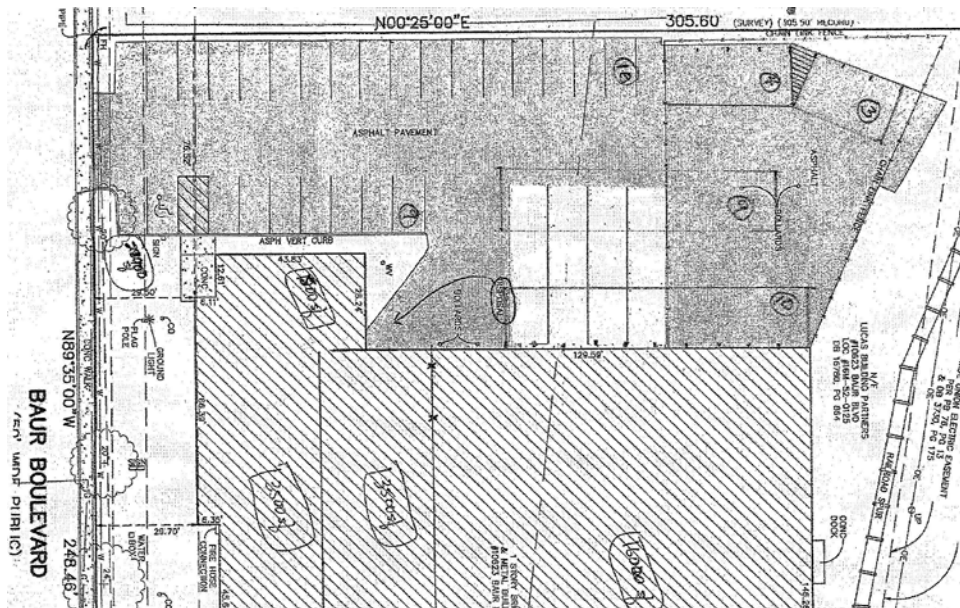


Figure 1: Close-up of Site plan of the parking area with the designation of "future" parking.

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).

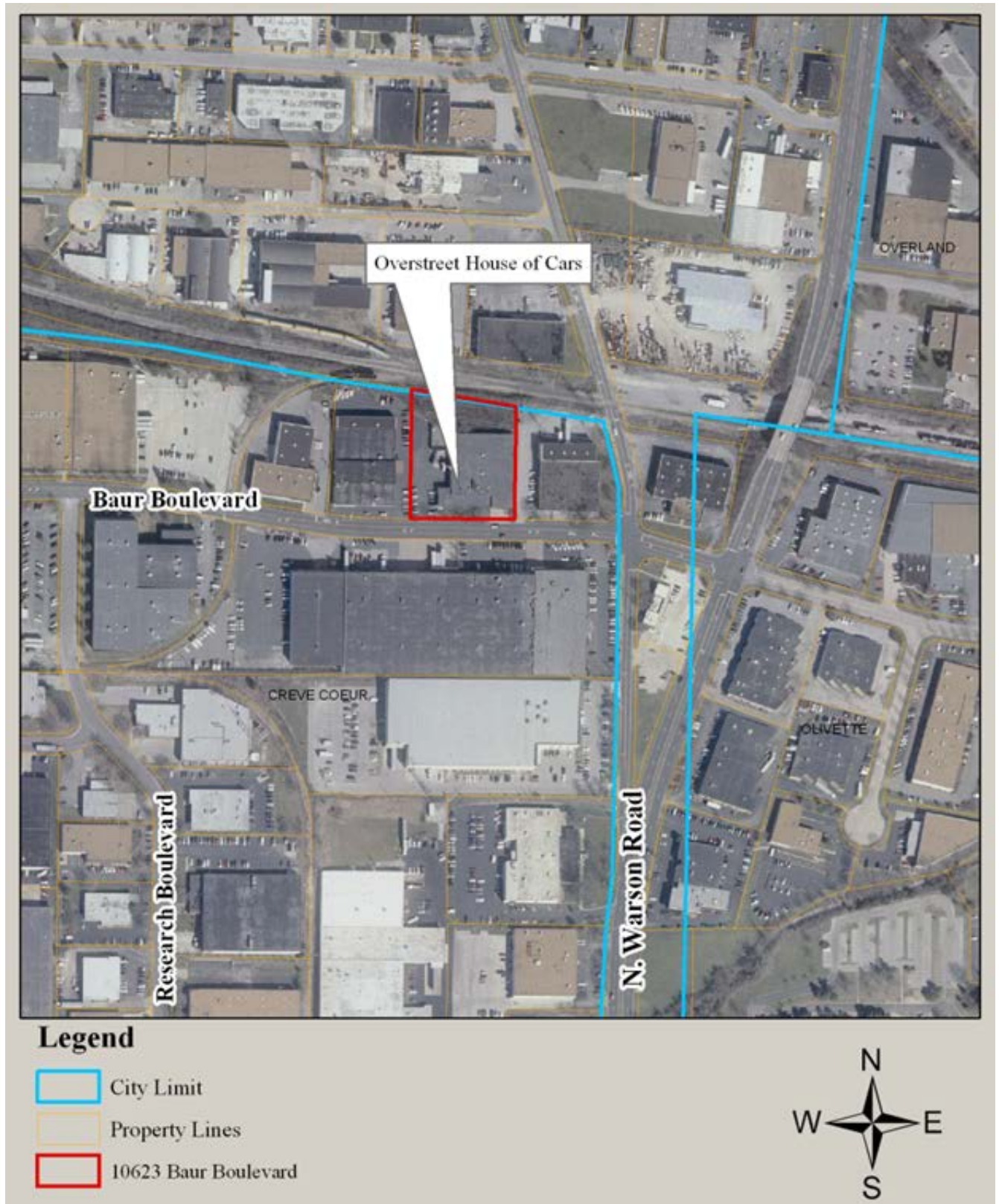
APPENDIX 1: COMPREHENSIVE PLAN

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.

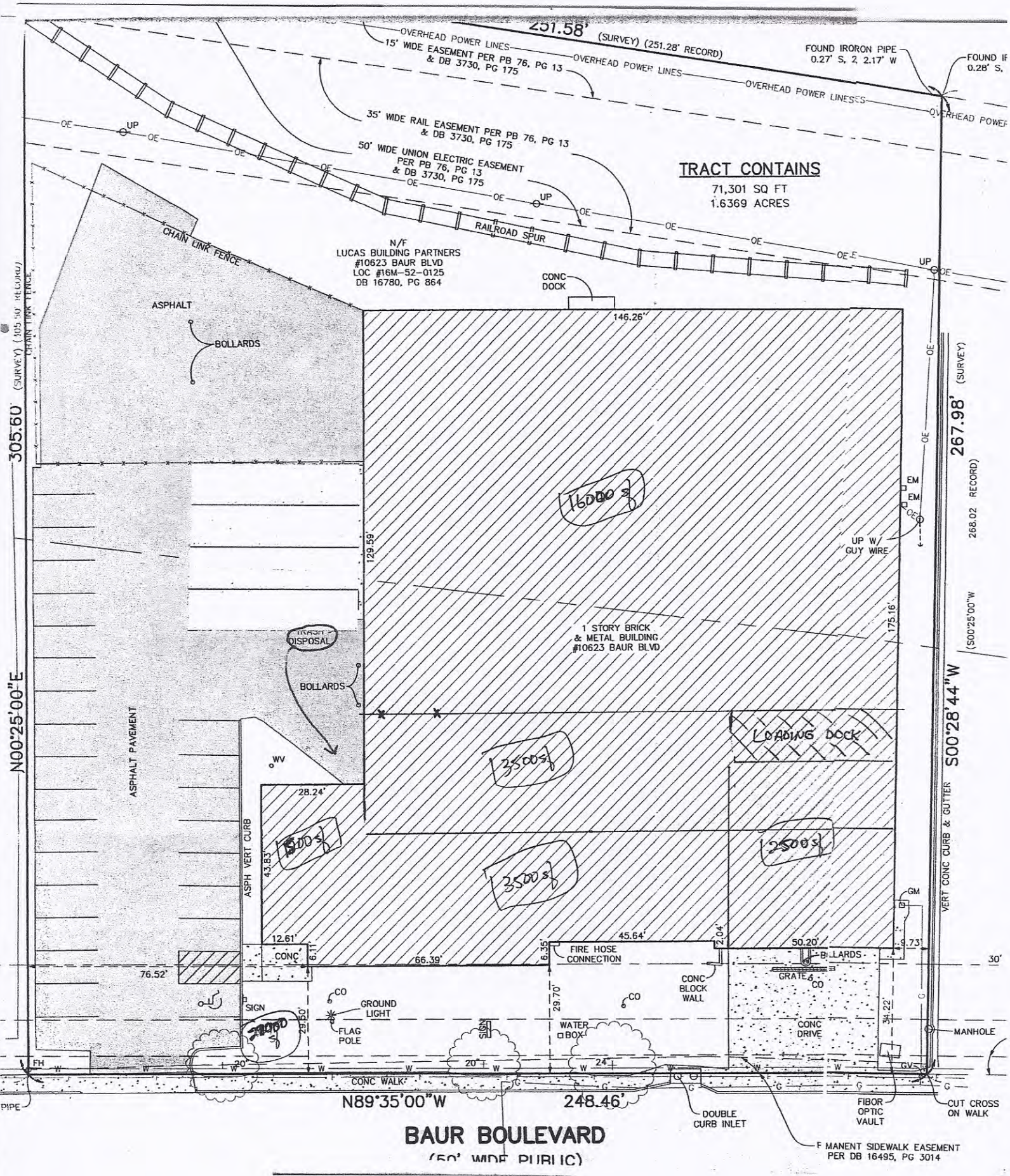
Our classic cars, from the 1920s-1970s are purchased fully restored or well maintained originals including hotrods, “muscle” cars, fabulous 1950s cars, sports cars and exotics. Accordingly, they are all stored inside to protect them from the elements. Since these cars are fully restored, only routine 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.



Emergency







OVERSTREET
House of Cars
10623 BAUR BLVD.









MEMORY LANE





1934
Ford
Coupe
Custom







HOT ROD DINER



WEEKS



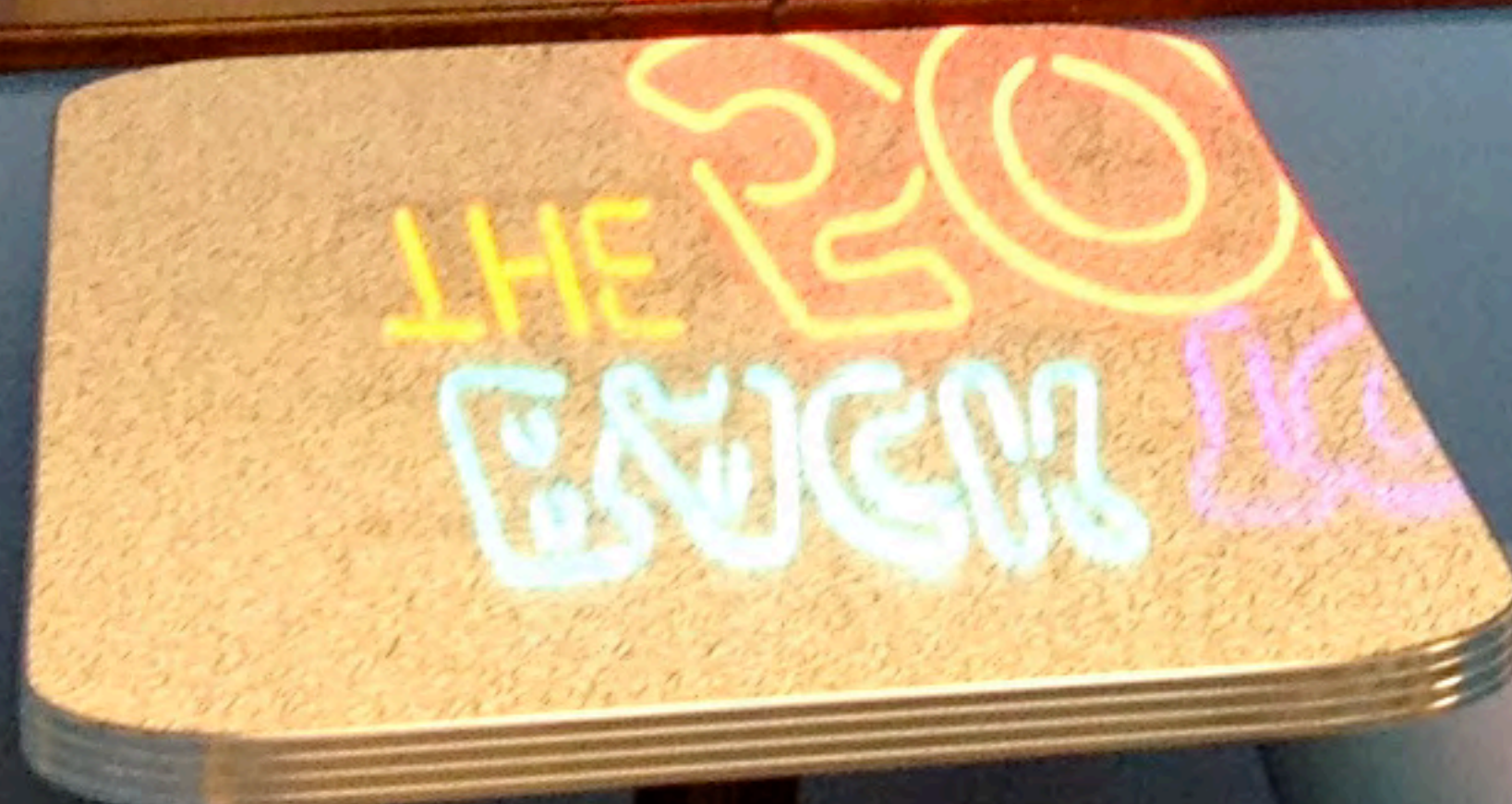






2006
Chevrolet
Corvette









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?

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

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 have⁸ a
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

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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,

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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

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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

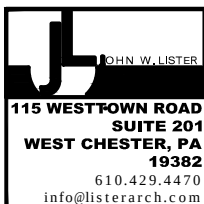
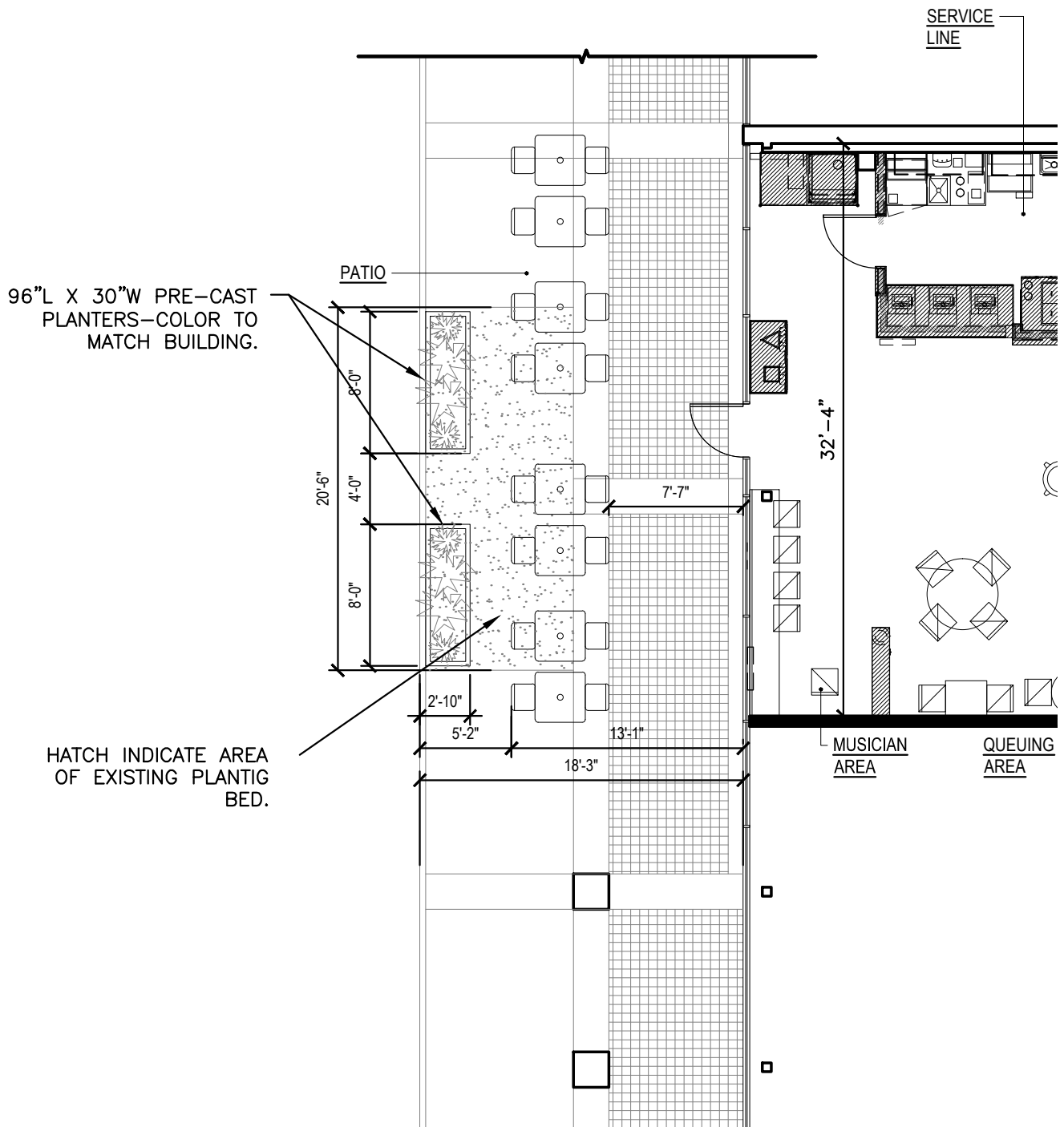
APPROVED THIS ____ DAY OF _____, 2012.

HAROLD DIELMANN
MAYOR

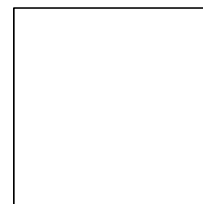
ATTEST:

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



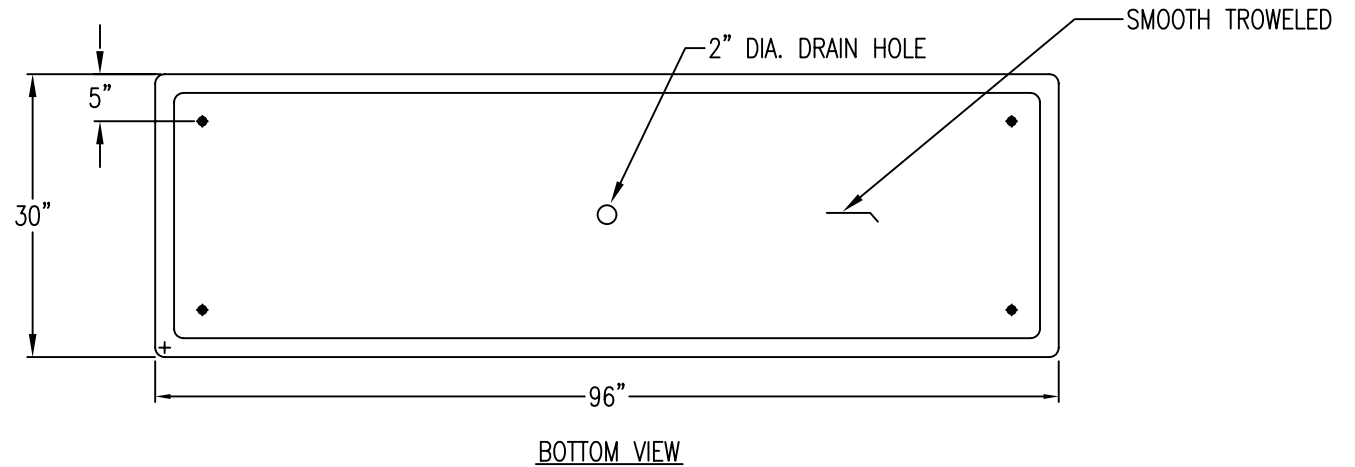
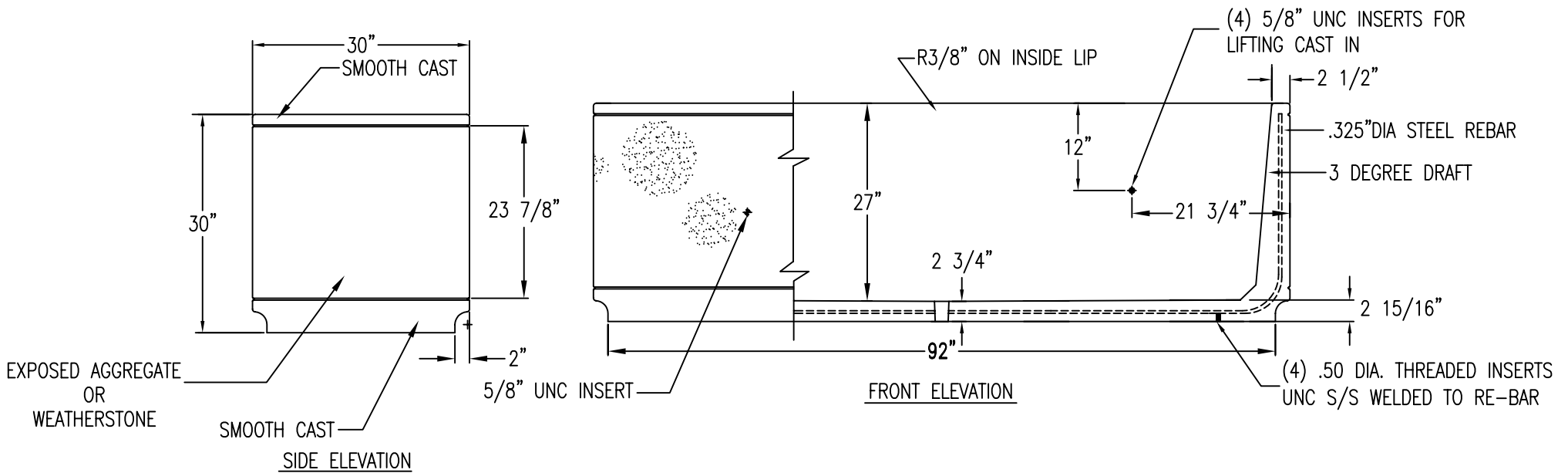
Buddleia shrub Lo & Behold



Lantana yellow



Fountaingrass Little Bunny

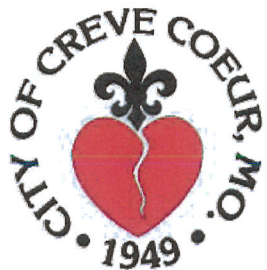


CONFIDENTIAL INFORMATION
 These drawings, specifications and the other information and documents accompanying them are the confidential and proprietary property of Wausau Tile, Inc. The drawings themselves shall belong to the owner for use only on this project. Any additional use shall require the prior 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°		FINISH OPTIONS XXXX	
2			5			JOB NO. XXXXXX		DATE 8/15/06		DWG. NO. 006-8-391	
3			6			107 PL ±0.01 3 PL ±0.005					



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

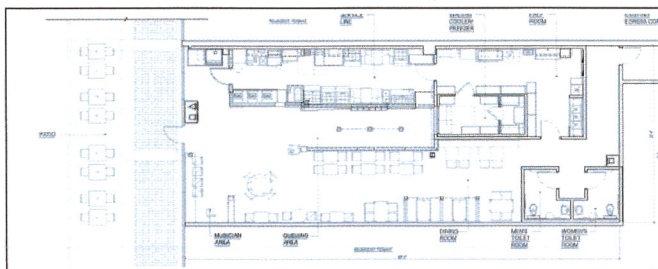
- Health and Connectivity Goals
- Central Business District
- Design Guidelines: Streetscape/Pedestrian Orientation

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.

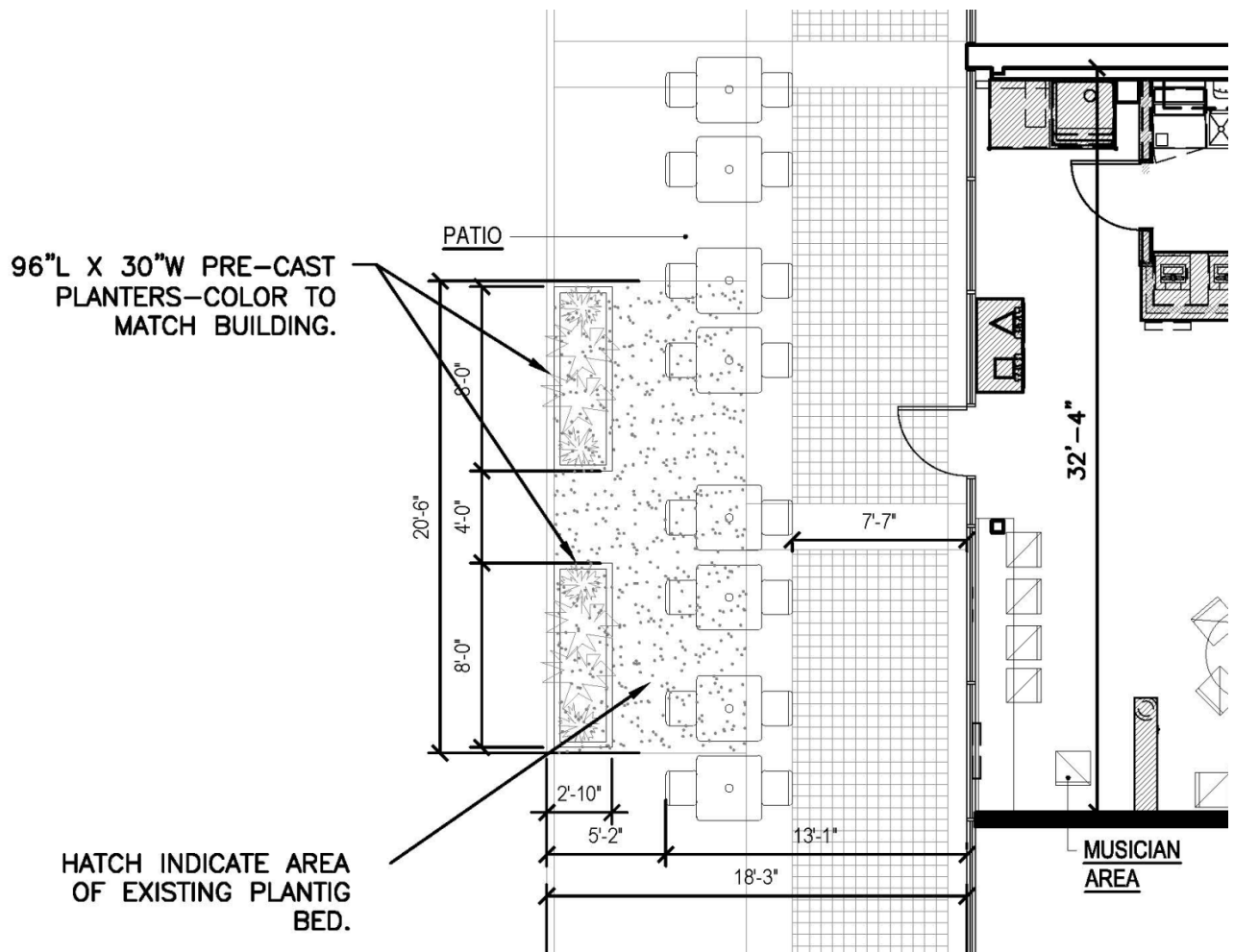


Figure 1: Close-up of the proposed outdoor seating and landscaping.



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> <u>T. Stimson</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> <u>Jose Sanabria</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> <u>Josh Udelhofen</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

[Signature] 1/20/2012
Applicant Date

[Signature] 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.

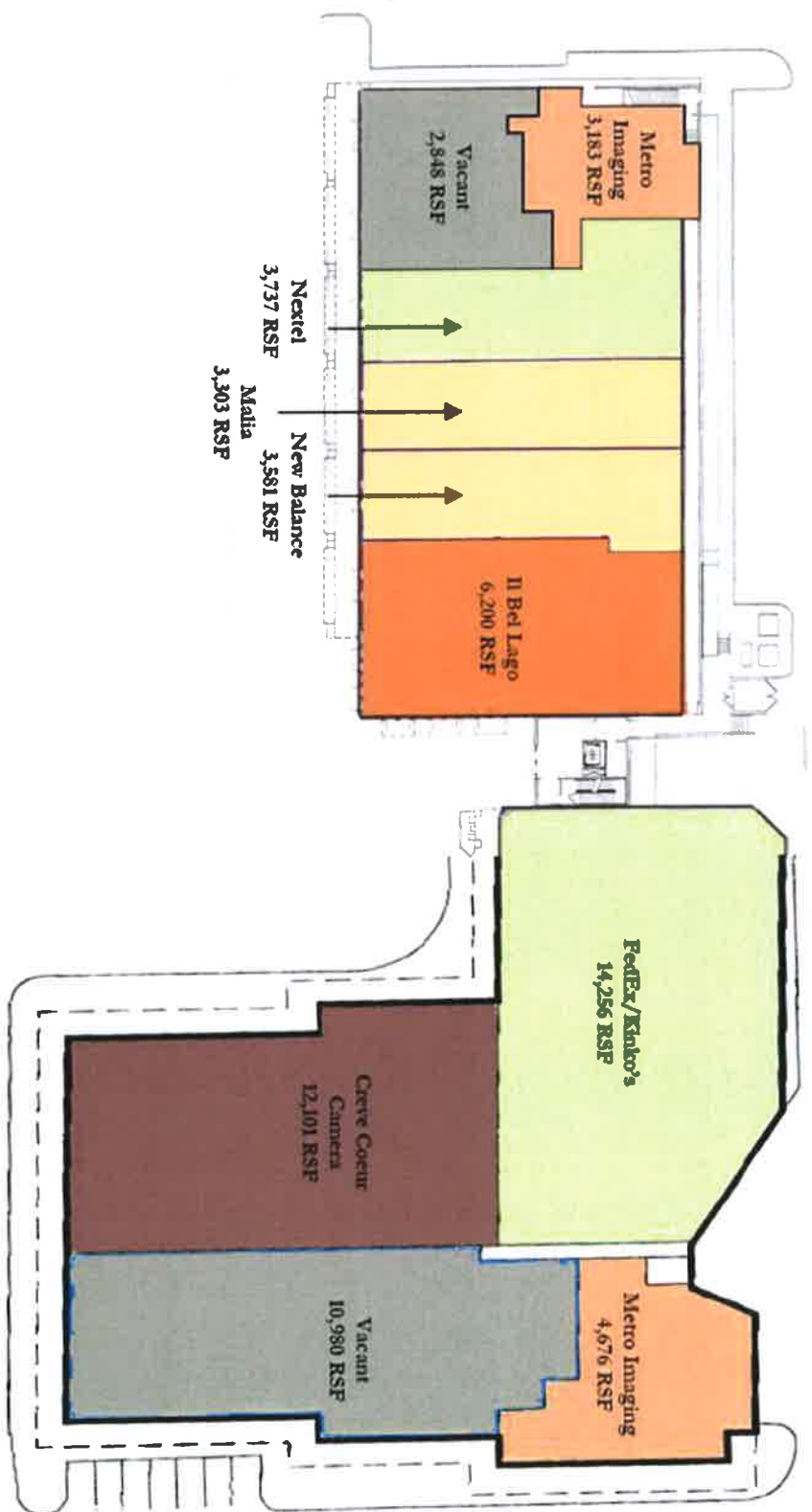
The space was previously occupied by an eating establishment, and although there are other eating establishments in the vicinity Potbelly Sandwich Shops will add diversity and convenience.

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.

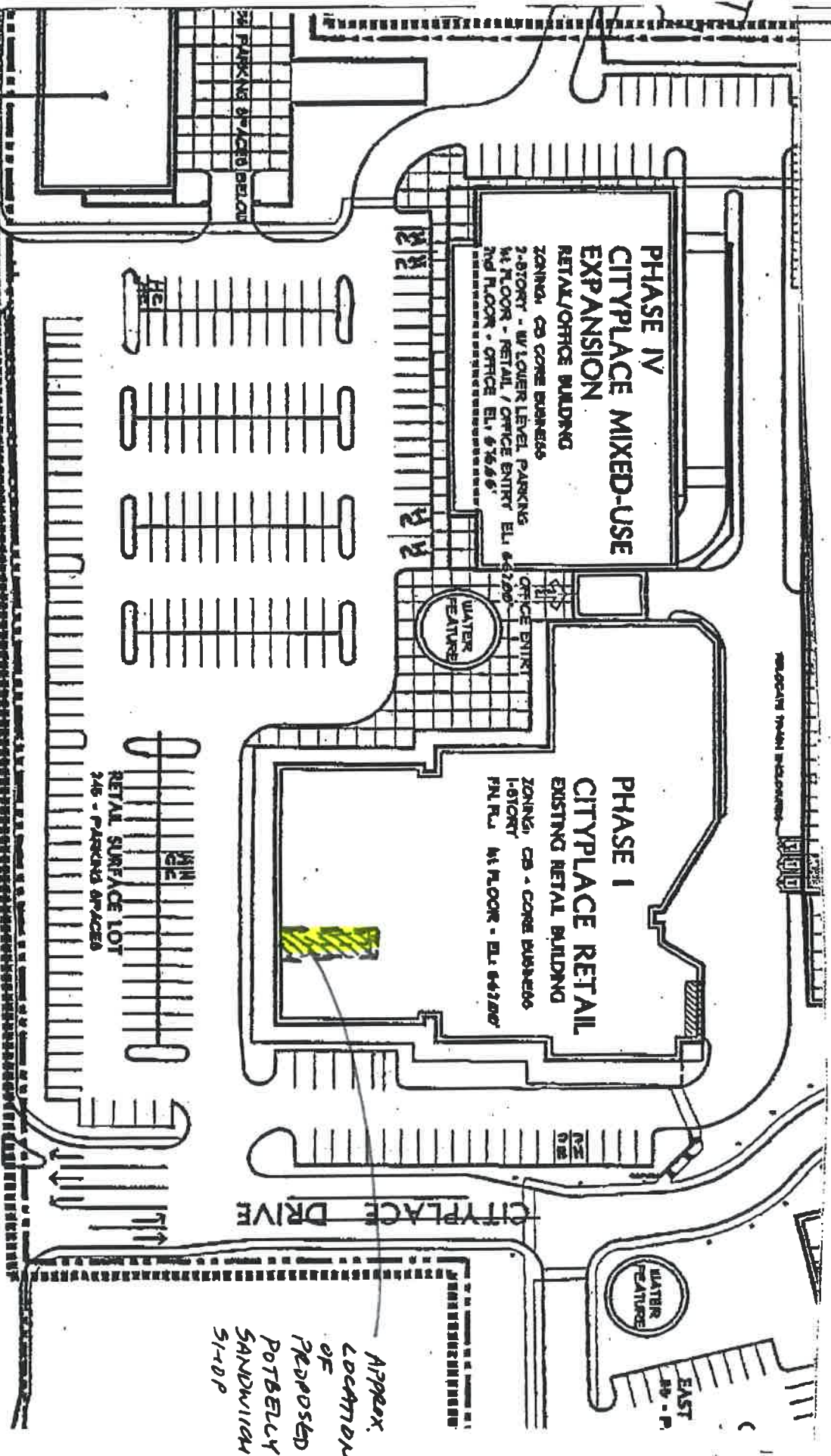
On these grounds we believe that a Conditional Use Permit should be granted.

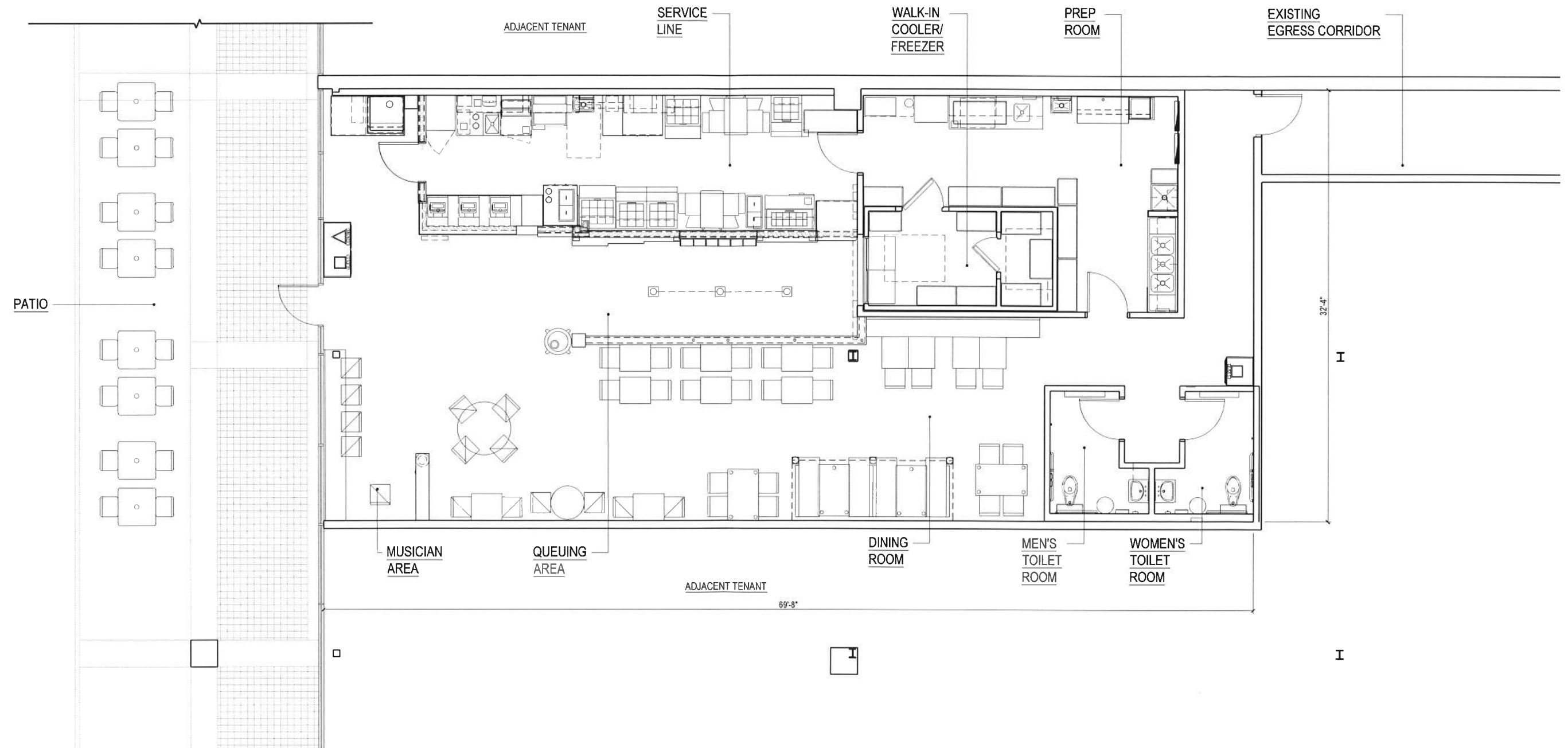
Sincerely,

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.

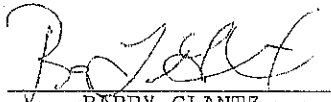
14. A HOSE BIB SHALL BE LOCATED WITHIN THE TRASH ENCLOSURE AREA SERVICING THIS FOOD SERVICE FACILITY.

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.

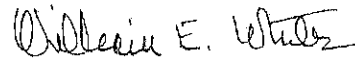
SECTION 3: THE CITY ADMINISTRATOR OF THE CITY OF CREVE
COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE
PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID
PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS
HEREINABOVE SET OUT IN SECTION 2 OF THIS ORDINANCE.

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.

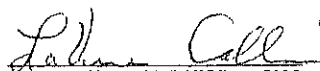
ADOPTED BY CITY COUNCIL THIS 10 DAY OF March, 1997.


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

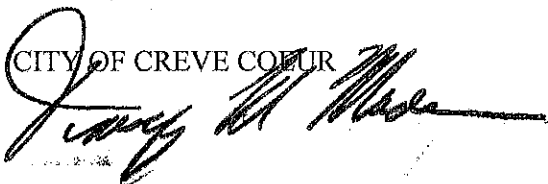
Mr. Stimson:

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

**AN ORDINANCE AMENDING SECTIONS 600.020 AND 600.060
REGARDING LIQUOR CONTROL.**

WHEREAS, the City regulates the sale of alcoholic beverages; and

WHEREAS, such regulations need to be updated from time to time, and

WHEREAS, a copy of this ordinance has been made available for public inspection prior to its adoption by the City Council and this bill having been read by title in open meeting two times before final passage:

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

SECTION 1. The definition of “Original Package” in Section 600.020 of the Code of Ordinances is hereby amended to read as follows:

ORIGINAL PACKAGE: Any package containing three (3) or more standard bottles or cans of malt liquor or one (1) or more large bottle or can of malt liquor, fifty (50) milliliters (1.7 ounces) or more of spirituous liquors or one hundred (100) milliliters (3.4 ounces) of vinous liquors in the manufacturer’s original container. A standard bottle or can of malt liquor is any bottle or can containing twelve (12) ounces or less. A large bottle or can of malt liquor is any bottle or can containing at least sixteen (16) ounces.

SECTION 2. Section 600.060 of the Code of Ordinances is hereby amended to read as follows:

SECTION 600.060: SIZE OF ORIGINAL PACKAGE RESTRICTED

No person licensed under the provisions of this Chapter to sell intoxicating liquor at retail in the original package not to be consumed on the premises where sold, shall sell any such intoxicating liquor in any package containing less than an original package as defined in this Article. Any such sale of intoxicating liquor in any package containing less than an original package as defined in this Article shall require the applicable “by the drink” license.

SECTION 3. This ordinance shall take effect in accordance with the provisions of 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



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: March 7, 2012

TO: Mark Perkins, City Administrator

FROM: Glenn Eidman, Chief of Police

SUBJECT: An Ordinance Amending Sections 600.020 and 600.060 Regarding Liquor Control

The sections amended in our City Ordinance will clarify Original Package liquor and the subsequent sale. This has been amended in Section 600.020 of the Code of Ordinances as well as the size of original package, making compliance with the ordinance as well as the interpretation of the ordinance clear.

The City Attorney, Carl Lumley has amended the ordinance after revisiting the Ordinance pertaining to Liquor Control and identifying the portion of the ordinance that was not clear.

SECTION 1. The definition of “Original Package” in Section 600.020 of the Code of Ordinances is hereby amended to read as follows:

Original Package: Any package containing three (3) or more standard bottles or cans of malt liquor or one (1) or more large bottle or can of malt liquor, fifty (50) milliliters (1.7 ounces) or more of spirituous liquors or one hundred (100) milliliters (3.4 ounces) of vinous liquors in the manufacturer’s original container A standard bottle or can of malt liquor is any bottle or can containing twelve (12) ounces or less. A large bottle or can of malt liquor is any bottle or can containing at least sixteen (16) ounces.

SECTION 2. Section 600.060 of the Code of Ordinances is hereby amended to read as follows:

SECTION 600.060: SIZE OF ORIGINAL PACKAGE RESTRICTED

No person licensed under the provisions of this Chapter to sell intoxicating liquor at retail in the original package not to be consumed on the premises where sold, shall sell any such intoxicating liquor in an y package containing less than an original package as defined in this Article. Any such sale of intoxicating liquor in any package containing less than an original package as defined in this Article shall require the applicable “by the drink” license.

RESOLUTION NO. 998

A RESOLUTION AUTHORIZING THE SALE OF FIVE (5) 2010 POLICE DEPARTMENT VEHICLES TO LOU FUSZ CHRYSLER/DODGE

WHEREAS, in the interest of public safety, the police department requires police vehicles to effectively patrol the City; and

WHEREAS, such police vehicles will be sold when scheduled to be replaced and when they are determined to have surpassed their life expectancy as a reliable police unit; and

WHEREAS, the police department conducted a competitive bid process and were able to find the best resale price for the sale of the five (5) 2010 Police vehicles that are to be sold; and

WHEREAS, the police department is requesting permission to sell five (5) 2010 Ford Police Department Vehicles to Lou Fusz Chrysler/Dodge for the amount of \$42,500.00; and

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

Section 1: The City of Creve Coeur is hereby authorized to enter into an agreement with Lou Fusz Chrysler/Dodge for the sale of five (5) 2010 model year Ford Crown Victoria Police Vehicles at a cost of \$42,500.00.

Section 2: Be it further resolved that this Resolution shall become effective upon adoption by the City Council.

Adopted this 12th day of March 2012.

Harold L. Dielmann
Mayor

Attest:

Deborah Ryan
City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: March 5, 2012
TO: Mark Perkins, City Administrator
FROM: Glenn Eidman, Chief of Police
SUBJECT: Sale of (5) Five 2010 Crown Victoria's

The Police department sought (3) competitive bids for the sale of (5) 2010 Crown Victoria's; Lou Fusz Chrysler Dodge, Government Fleet Sales in Kansas City, and Manheim Auction.

The vehicles for sale will include some of the equipment that is not transferable to the new Dodge Chargers; equipment includes prisoner partitions, push bumpers, equipment rack, computer mounts, computer monitors, and fire extinguishers.

Lou Fusz offered:	\$27,000 for vehicle numbers 2403 (53,470) 2408 (53,270), and 2409 (56,180)
	\$8,000 for vehicle number 2417 (67,455)
	<u>\$7,500</u> for vehicle number 2405 (69,846)
Total bid amount:	\$42,500

Government Fleet Sales offered:	\$18,600 for vehicle numbers 2403, 2408, and 2409
	\$5,500 for vehicle number 2417
	<u>\$5,000</u> for vehicle number 2405
Total bid amount:	\$29,100

The Police department has taken our replacement vehicles to the Manheim Auction for the past three years and has averaged **\$7,668** for a two-year old vehicle. The auction is difficult to predict as it always relies on the market and the demand. My recommendation would be to sell the replacement vehicles to Lou Fusz for the agreed upon amount. These vehicles will be sold in "as is condition" to Lou Fusz.

RESOLUTION NO. 999

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMERICAN BOILER & MECHANICAL FOR THE GOVERNMENT CENTER BOILER REPLACEMENT PROJECT FOR THE AMOUNT OF \$205,853.00.

WHEREAS, the Government Center has aging and inefficient Boiler system and has experienced system failures in the recent past; and

WHEREAS, the City recognizes that climate control in the Government Center is required for residents, visitors, and employees to carry out daily operations, and

WHEREAS, the city anticipates to experience a significant savings through reduced energy usage and maintenance costs, and

WHEREAS, the proposals for these services were solicited per the requirements outlined in the City of Creve Coeur Code of Ordinances.

WHEREAS, American Boiler & Mechanical submitted the lowest and best bid for the project and has a reputation for providing quality HVAC improvement services;

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

Section 1. The Contract between American Boiler & Mechanical and the City, attached hereto as "Exhibit A," with a **contract sum of \$ 205,853.00**, 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 12th day of March, 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, a _____ with offices at _____ (hereinafter called the "Contractor"). The project identified as **Creve Coeur Government Center Boiler Replacement Project** (hereinafter referred to as 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) State Wage Determination
- 4) Non-Collusion Affidavit
- 5) Performance Payment Bond
- 6) Construction Plans, Specifications, and Details
- 7) Construction Schedule
- 8) All Addenda and all Modifications issued after execution of this Contract
- 9) The following Building Code Standards:
 - 2003 International Building Code
 - 2009 International Mechanical Code
 - 2008 National Electrical Code

- 2009 International Fuel Gas Code

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 **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **Forty-Five (45)** consecutive 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 \$ 205,853.00 (the "Contract Sum") as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

- (2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum, amended as necessary according to adjustments to the work made in compliance with Article VII of this Agreement; and
- (3) Final payment within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

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

- (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street-by-street basis, and

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

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250.00) for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which

would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

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

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

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

ARTICLE VII

Changes in the Work

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

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

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

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be

entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

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

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

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend 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 the City prior to 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.

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

ARTICLE XI

Conflicts of Interest

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

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the demolition of the existing two (2) boiler heating system and the installation of the new three (3) boiler heating system as well as hot water heater replacement as described in the Project Manual and Construction Drawings.

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

DATE: _____

By _____
"Contractor"

Printed Name

Title

Attest: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 2, 2012

TO: Mark. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Government Center Boiler Replacement Project Award

Existing Equipment

The Creve Coeur Government Center currently has two boilers in operation. The primary boiler is a 1991 Weil-McLain unit which has approximately 70% efficiency. Over the past few years we have experienced some failures from our primary unit which have forced us to use our back up unit. The back-up unit is a 1947 Pacific Steel Boiler which has approximately 40% efficiency. On one occasion, in early 2011, we had to make an emergency service call because both boilers would not operate.

Replacement Equipment

Due to the maintenance issues as well as the efficiency of the existing boilers, city staff has worked with a consultant to design a new boiler system. As part of the design, we also reviewed other weak links in the heating system and our hot water supply to the sinks and showers.

The city's consultant has designed a boiler system with three individual units which will come online as the demand for heat increases. In addition, each unit has a variable flame system which helps fine tune the operation of each unit to maximum efficiency (96%).

As part of this project, we will also install a second pump on the boiler's hot water line. This will create redundancy, so if a pump goes down it does not render the system useless while awaiting repairs. Over the past several years, we have lost 2 of the 3 hot water heaters that provide water to showers and sinks. We will also install a new hot water heater as a replacement.

Bid Process and Results

City staff made bids for this project available to the public on January 3, 2012 with the bid opening date of Tuesday, January 24, 2012. The project was advertised in the St. Louis Countian newspaper, on the city's website, and invitations to bid were sent to a number of HVAC companies. Unfortunately, only one bid was submitted the day of the bid opening so city staff returned the unopened sealed bid to the bidder and called for a rebid of the project.

A revised set of bid documents was made available to the public on Tuesday, February 7, 2012 with an opening date of Tuesday, February 28, 2012. Once again the project was advertised in the St. Louis Countian newspaper, on the city's website, and invitations to bid were sent to a number of HVAC companies. In addition, our consultant contacted a number of vendors and equipment suppliers to generate interest in this project.

Three sealed bids were received opened and read aloud on Tuesday, February 28. The bid results for this lump sum project were as follows:

<u>Company</u>	<u>Bid Price</u>
American Boiler & Mechanical	\$205,853
C&R Mechanical	\$225,707
MMI, LLC	\$239,500

Public Works staff reviewed the bids and found all three bids to be complete. References for the low bidder, American Boiler & Mechanical company were called and we received outstanding recommendations for Pattonville School District, St. Louis Community College, and St. Louis County Parks Department

Rebate Program & Project Budget

Last summer City staff applied for and received a Laclede Gas Rebate to assist with the cost to install these high-efficiency boilers. The rebate amount was \$9,400 and the project deadline was April 30, 2012. After experiencing problems with the first bid staff wrote a letter to Laclede Gas requesting an extension. Laclede Gas granted a 90-day extension for the completion of this project. The new completion date is July 31, 2012

Although this project was originally budgeted to be grouped together with other energy conservation projects in the FY 2012 CIP budget, the estimated cost for this individual project was \$200,000. The anticipated out-of-pocket cost for this project is listed below:

American Boiler & Mechanical	\$205,853.00
<u>Laclede Gas Rebate</u>	<u>(\$ 9,400.00)</u>
Total cost to the city after rebate	\$196,453.00

Recommendation

The recommendation is to award the supply and installation of new boilers and other equipment associated with the Government Center Boiler Project for an amount of \$205,853.00 to:

**American Boiler & Mechanical
4950 Bischoff Avenue
St. Louis MO 63110,
TNO: 314-865-3000**

Funding for this purchase is available in the approved FY 2012 CIP account # 02-61-71-9501-12101.



**CREVE COEUR GOVERNMENT CENTER
BOILER REPLACEMENT PROJECT**
Bids to be Received on February 28th by 2 pm CST
2012 OFFICIAL BID SUMMARY

	AMERICAN BOILER	C & R MECHANICAL	MMI, LCC
Scope of Work:			
1. Demolition and Disposal of Existing (2) Boiler Systems 2. Replace w/(3) Boiler System and All Necessary Components 3. Remove Existing Non Functional Hot Water Heater 4. Replace with New Hot Water Heater 5. All Work will be Performed as Described in the Bid Documents and Attached Plans Designed by Conrad Lutz & Associates, Inc. dated February 7th, 2012 6. Assist the City LaClede Gas Rebate Program			
LUMP SUM BID PRICE =	\$205,853.00	\$225,707.00	\$239,500.00



CITY OF CREVE COEUR

March 5, 2012

To: Mayor and City Council
Re: Olive Graeser TDD Board Appointments

The Olive Graeser Transportation Development District (OGTDD) Agreement calls for the Board of Directors to be reconstituted following the payment of Series 'A' notes. With the city's purchase of the 'A' notes now complete, the board membership will be changed pursuant to Section 3.13 of the agreement. Appointments shall be made by the City Council consistent with the requirements of this section.

Each of four property owners (Stern, Wolff, Hutkin and First Community Credit Union) will have one member on the board and St. Louis County will have one member on the board. The city will continue to have two voting members, and the developer, Pace Properties will have two members.

The following appointments have been requested by the respective property owners, developer and county, for approval by the City Council. The new three-year terms are proposed to expire as indicated below, allowing for staggered terms:

- Wolff property – Bill Biermann - December 16, 2013
- Stern property – Jeffrey Gershman - December 16, 2013
- St. Louis County – Garry Earls - December 16, 2014
- Pace Properties - Rick Matejka - December 16, 2014 (reappointment)
- Pace Properties - Denise Chomicki - December 16, 2014 (reappointment)

In addition, the following members will remain on the Board as their terms have not yet expired:

- David Hutkin (representing the Hutkin property) - December 16, 2012
- Steve Heitz (representing First Community Credit Union - December 16, 2012
- Stacy Manolakas (representing the City of Creve Coeur) - December 16, 2012
- Les Steinberg (representing the City of Creve Coeur) – January 13, 2014

In addition, the City has three non-voting advisory members (Dan Smith, Mel Klearman and I) which serve for undefined terms.

Sincerely,

Mark Perkins
City Administrator

OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT
BOARD OF DIRECTORS
AS OF JANUARY 13, 2011

Director Steve Heitz (term expires December 16, 2012)

Chair and Executive Director

Pace Properties Incorporated
1401 S. Brentwood Blvd., Suite 900
St. Louis, MO 63144
Phone: (314) 968-9898
Fax: (314) 968-5050
Email: sheitz@paceproperties.com

Director Stacy Manolakas (term expires December 16, 2012)

7 Winfield Pointe Lane
St. Louis, Missouri 63141
Phone: (314) 993-6024
Alternate Phone: (314) 496-8310
stacymanolakas@hotmail.com

Director David Hutkin (term expires December 16, 2012)

Hutkin Development Company
10829 Olive Blvd., Suite 200
St. Louis, Missouri 63141
Phone: (314) 872-9140
Fax: (314) 872-9001
dhutkin@hutkin.com

Director Denise Chomicki (term expires December 16, 2011)

Treasurer

Pace Properties Incorporated
1401 S. Brentwood Blvd., Suite 900
St. Louis, MO 63144
Phone: (314) 968-9898
Fax: (314) 968-5050
dchomicki@paceproperties.com

Director Rick Matejka (term expires December 16, 2011)

Pace Properties Incorporated
1401 S. Brentwood Blvd., Suite 900
St. Louis, MO 63144
Phone: (314) 968-9898
Fax: (314) 968-5050
rmatejka@paceproperties.com

Director Rocky Adkins (term expires December 16, 2011)

Adkins Farms, Inc.
11669 E. CR 300N
Chandlerville, Illinois 62627
Phone: (217) 883-2832
rocky@adkinsmgt.com

Director Carole Jamison (term expires January 13, 2014)

Pace Properties Incorporated
1401 S. Brentwood Blvd., Suite 900
St. Louis, MO 63144
Phone: (314) 968-9898
Fax: (314) 968-5050
cjamison@paceproperties.com

Director Joe Beaudean (term expires January 13, 2014)

Pace Properties Incorporated
1401 S. Brentwood Blvd., Suite 900
St. Louis, MO 63144
Phone: (314) 968-9898
Fax: (314) 968-5050
jbeaudean@paceproperties.com

Director Les Steinberg (term expires January 13, 2014)

Steinberg & Steinberg, L.L.C.
655 Craig Road, Suite 338
St. Louis, MO 63141
Phone: (314) 994-9400
Fax: (314) 994-0003
les@steinberglaw.com

Advisory Director Mark Perkins (appointed by City of Creve Coeur)

City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, Missouri 63141
Phone: (314) 872-2511
mperkins@ci.creve-coeur.mo.us

Advisory Director Dan Smith (appointed by City of Creve Coeur)

City of Creve Coeur
300 N. New Ballas Rd.
Creve Coeur, Missouri 63141
Phone: (314) 872-2519
dsmith@ci.creve-coeur.mo.us

Advisory Director Mel Klearman (appointed by City of Creve Coeur)

739 Bergerac Drive

Creve Coeur, MO 63141-6107

Phone: (314) 434-4715

melklearman@att.net

Advisory Director Karen Yeomans (appointed by Missouri Highways and Transportation Commission)

Area Engineer, West St. Louis County

Missouri Department of Transportation

1590 Woodlake Drive

Chesterfield, MO 63017

Phone: (314) 340-4356

Karen.Yeomans@modot.mo.gov

Other officers:

Stephen L. Kling, Jr., Esq.

Secretary

Natalie N. McIntosh, Esq.

Assistant Secretary

Jenkins & Kling, P.C.

150 N. Meramec Ave., Suite 400

St. Louis, MO 63105

Phone: (314) 721-2525

Fax: (314) 721-5525

skling@jenkinskling.com

nmcintosh@jenkinskling.com

AN ORDINANCE APPROVING REVISIONS TO A TDD DISTRICT DEVELOPMENT AGREEMENT REGARDING PUBLIC IMPROVEMENTS AT THE INTERSECTION OF OLIVE BOULEVARD AND GRAESER/DAUTEL.

Whereas, pursuant to the terms of Ordinance Nos. 5051, 5052, and 5053 (the "City Ordinances"), the City approved a certain Site Development Plan, as described in the City Ordinances, pertaining to the redevelopment of certain property located on the north side of Olive Boulevard at the Graeser/Dautel intersection; and

Whereas, the City desires to cause a traffic signal and related public improvements to be constructed to provide public benefit and amenity to the general public as well as to the owners, users and occupants of the properties in the area; and

Whereas, the City desires to facilitate the financing of those improvements by establishing a transportation development district in accordance with State law; and

Whereas, the City accordingly approved a District Development Agreement pursuant to Ordinance No. 5062, but the parties have not yet signed that agreement; and

Whereas, the City has determined that it is necessary and appropriate to approve certain changes to that District Development Agreement; and

Whereas, all parties desiring to be heard, either for or against said proposal, 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;

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

Section 1.

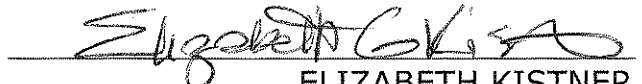
The revised version of the District Development Agreement between the City of Creve Coeur, Pace-Creve Coeur Associates, LLC, and other

parties, attached hereto as Exhibit A, is hereby approved and the Mayor is authorized and directed to execute that Agreement instead of the form of agreement previously approved by Ordinance 5062 on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized, including but not limited to deletion of provisions relating to the First Community Credit Union and its property, should that entity decline to execute the Agreement. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2.

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

ADOPTED BY THE CITY COUNCIL THIS 8 DAY OF December, 2008.


ELIZABETH KISTNER
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS 8 DAY OF December, 2008.


HAROLD DIELMANN, MAYOR

ATTEST:


DEBORAH RYAN, MRCC
CITY CLERK

DISTRICT DEVELOPMENT AGREEMENT

THIS DISTRICT DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of this 31st day of August, 2009, by and among the **CITY OF CREVE COEUR, MISSOURI**, a charter city and political subdivision of the State of Missouri (the "City"), **PACE-CREVE COEUR ASSOCIATES, L.L.C.**, a Missouri limited liability company ("Developer"), **CREVE COEUR REAL ESTATE VENTURE IV, LLC**, a Missouri limited liability company ("Wolff"), **FORSYTH INVESTMENTS LLC**, a Missouri limited liability company ("Stern"), the **FIRST COMMUNITY CREDIT UNION**, a Missouri credit union f/k/a Monsanto Credit Union ("Credit Union"), **ADKINS FARMS, INC.**, an Illinois corporation, **D HUTKIN FAMILY INVESTORS, LLC**, a Missouri limited liability company, **ORA PROPERTIES, LLC**, an Illinois limited liability company, and **10923 OLIVE PARTNERS, L.L.C.**, a Missouri limited liability company (Adkins Farms, Inc., D Hutkin Family Investors, LLC, ORA Properties, LLC, and 10923 Olive Partners, L.L.C. shall be collectively referred to herein as "Hutkin") and, following its formation and ratification of this Agreement, the **OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT** (the "TDD").

RECITALS

A. Pursuant to the terms of Ordinance Nos. 5051, 5052, and 5053 ("City Ordinances"), the City approved a certain Site Development Plan, as described in the City Ordinances, pertaining to the redevelopment of certain property legally described on **Exhibit A** attached hereto and incorporated herein by this reference, which is or will be owned by the Developer (the "Developer Property"), which includes property that may be transferred to Wolff contemporaneously with the execution of this Agreement as noted on Exhibit A that will thereafter be part of the Wolff Property as hereinafter defined;

B. Wolff owns the property described on **Exhibit A-1** attached hereto and incorporated herein by this reference and may acquire additional property as noted above (the "Wolff Property");

C. Stern owns the property described on **Exhibit A-2** attached hereto and incorporated herein by this reference (the "Stern Property");

D. Hutkin owns the property described on **Exhibit A-3** attached hereto and incorporated herein by this reference (the "Hutkin Property");

E. Credit Union owns the property described on **Exhibit A-4** attached hereto and incorporated herein by this reference (the "Credit Union Property");

F. The Parties (as hereinafter defined) desire to cause certain Infrastructure Improvements (as hereinafter defined) to be constructed which the Parties acknowledge provide public benefit and amenity to the general public as well as to the owners, users and occupants of the Developer Property, the Wolff Property, the Stern Property, the Credit Union Property and the Hutkin Property;

G. The Parties desire to facilitate the financing of the Infrastructure Improvements by establishing a transportation development district in accordance with the TDD Act to levy a TDD Sales Tax and issue TDD Obligations (all as hereinafter defined); and

H. Accordingly, the City Council of the City, pursuant to Ordinances No. 5062, 5071, and 5082, has approved this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto each agree as follows:

ARTICLE I GENERAL

1.1 Definitions. As used herein, the following terms shall have the following meanings:

“Annual Pledge Limit” shall mean the maximum annual amount of the City Pledged Funds, which shall equal \$55,000 per fiscal year, starting the earlier of the date of TDD Bond Issuance or 180 days after Substantial Completion.

“Annual TDD Administrative Cost” shall mean the maximum amount that the TDD Administrative Account shall be funded in each fiscal year, throughout the life of the TDD, which shall equal \$15,000 in the first fiscal year and shall increase by three percent (3%) each year.

“Bond Counsel” shall mean such attorney or firm of attorneys having recognized standing in the field of tax-exempt public financing acceptable to the City and hired by the TDD Board of Directors.

“Certificate of Reimbursable Costs” shall mean a certificate identifying TDD Eligible Costs to be reimbursed, in the form of **Exhibit B**, attached hereto and incorporated herein by this reference.

“City Pledged Funds” shall mean amounts pledged by the City to be deposited as needed into the TDD Debt Service Fund or otherwise expended as provided in Section 3.8 of this Agreement.

“City Ordinances” shall mean City Ordinances Nos. 5051, 5052, and 5053.

“Costs of Issuance” shall mean those fees and expenses incurred or to be incurred by the TDD, which are associated with the issuance of the TDD Obligations.

“Infrastructure Improvements” shall mean those categories and items of public improvements listed and described in **Exhibit C**, which qualify as improvements that may be paid for, directly or by means of reimbursement, with the TDD Revenues, pursuant to the TDD Act. Improvements and right of way regarding the realignment of Dautel Road shall not qualify as “Infrastructure Improvements” except as otherwise provided in Section 3.5 regarding contributions by the City and St. Louis County and the \$68,000 amount allowed in Exhibit C, item (iii).

“MHTC” shall mean the Missouri Highways and Transportation Commission.

“Maximum Reimbursement Amount” shall mean \$1,250,000.

“Parties” shall mean the Developer, Wolff, Stern, Credit Union, Hutkin and the City and, upon its due formation and ratification of this Agreement, the TDD. Any one of the Parties may be referred to as a “Party”.

“Prime Rate” means the prime rate reported in the “Money Rates” column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation’s 30 largest banks. If *The Wall Street Journal* ceases publication of the Prime Rate, then “Prime Rate” shall mean the “prime rate” or “base rate” announced by Bank of America, N.A., or any successor thereto.

“Redevelopment Project” shall mean the project as approximately shown on the Site Development Plan as approved by the City in accordance with the City Ordinances.

“Site Development Plan” shall mean the Site Development Plan approved by the City Ordinances, including any approved amendments.

“Substantial Completion” shall mean the date that the traffic signal, which is part of the Infrastructure Improvements, is activated pursuant to MHTC approval.

“TDD” shall mean the Olive/Graeser Transportation Development District, to be established pursuant to the TDD Act and this Agreement, the boundaries of which shall be as legally described in **Exhibit A-5**, subject to addition of other properties pursuant to the TDD Act with the consent of the City.

“TDD Act” shall mean the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended.

“TDD Administrative Costs” shall mean the costs of maintaining the TDD’s existence and making appropriate filings, administering its operations, and ultimate dissolution of the TDD.

“TDD Administrative Account” shall mean an account established within the TDD Fund from which TDD Administrative Costs shall be paid. If the TDD Board of Directors in its discretion determines that the balance of the TDD Administrative Account exceeds the amount required to pay TDD Administrative Costs (taking into account future annual allocations), it may transfer monies from such Account into other accounts of the TDD Fund as it deems appropriate.

“TDD Board of Directors” shall mean the board of directors of the TDD duly elected as set forth in the TDD Act and this Agreement.

“TDD Bonds” shall mean the bonds issued by the TDD to refund the TDD Notes and which are secured by and repayable from the TDD Sales Tax.

“TDD Debt Service Fund” shall mean one or more accounts or sub-accounts established within the TDD Fund as may be necessary or convenient to fund the repayment of the TDD Obligations in accordance with this Agreement.

“TDD Eligible Cost(s)” shall mean any cost or costs that are payable pursuant to this Agreement and that may be reimbursed by or paid for by the TDD, either directly or by means of repayment of the TDD Obligations, from the TDD Sales Tax, pursuant to the TDD Act or other applicable law.

“TDD Fund” shall mean the account or fund established with the Trustee into which TDD Revenues and proceeds of TDD Obligations shall be deposited, and which shall contain the TDD Administrative Account, the TDD Project Account, and the TDD Debt Service Fund.

“TDD Notes” shall mean the Series A Notes and the Series B Notes to be issued by the TDD in accordance with Article III hereof.

“TDD Obligations” shall mean the TDD Notes and TDD Bonds or other obligations issued singly or in a series, to refund the TDD Notes.

“TDD Petition” shall mean the unanimous petition of all owners of real property within the TDD requesting the establishment of the TDD.

“TDD Project Account” shall mean an account within the TDD Fund into which the proceeds of the TDD Obligations are deposited.

“TDD Revenues” shall mean all revenues received by the TDD from the TDD Sales Tax (less one percent (1%) for collection costs and not including any amounts paid under protest until such protest is resolved or abandoned) and from the City Pledged Funds, as well as any contributions to the TDD including pursuant to section 2.8.

“TDD Sales Tax” shall mean a sales tax of one percent (1.0%) imposed upon taxable sales within the TDD in accordance with the TDD Act and this Agreement.

“Trustee” shall mean the trustee under indentures entered into by the TDD in connection with the issuance of the TDD Obligations and responsible for the TDD Fund.

1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

ARTICLE II TRANSPORTATION DEVELOPMENT DISTRICT

2.1 Formation. Promptly following the Developer acquiring title to all of the Developer Property and closing on a construction loan to fund the construction of the Infrastructure Improvements, Developer, Wolff, Stern, Credit Union, and Hutkin shall execute and file the TDD Petition with the Circuit Court of St. Louis County, Missouri. The Parties shall diligently (i) prosecute and advocate the TDD Petition in order to obtain prompt court approval and the establishment of the TDD, subject to this Agreement as it may be amended, and (ii) upon formation of the TDD, conduct the first election of members of the TDD Board of Directors in accordance with the TDD Act and this Agreement. Developer shall pay all costs and expenses, including attorneys’ fees, reasonably incurred by Wolff, Stern, Credit Union, and Hutkin in fulfilling obligations under this Section 2.1, up to a maximum of \$1,500.00 for each of Wolff, Stern, Credit Union, and Hutkin. Such other Parties agree to minimize such costs and expenses.

2.2 TDD Sales Tax. At the first meeting of the TDD Board of Directors, the TDD shall ratify this Agreement and shall adopt a resolution to impose the TDD Sales Tax in the amount of one percent (1.0%) on the receipts from the taxable sales at retail of all tangible personal property or services within the TDD and shall promptly thereafter submit the matter of imposing the TDD Sales Tax to the “qualified voters” (as that term is used and defined in the TDD Act) of the TDD. The Developer, Wolff, Stern, Credit Union, and Hutkin, to the extent permitted by law, and subject to this Agreement, agree to affirmatively vote for the imposition of the TDD Sales Tax for up to forty (40) years as permitted by the TDD Act and shall return a unanimous ballot by verified petition pursuant to Section 238.216.1(3) RSMo. in favor of imposing the TDD Sales Tax to the TDD within five (5) days of receipt and, upon such receipt, the TDD shall impose the TDD Sales Tax in compliance with all applicable requirements of the TDD Act. The TDD Sales Tax authorized by the TDD Board of Directors’ resolution and the approval of the qualified voters shall be collected the first day of the month immediately following approval of the TDD Sales Tax by the qualified voters. The TDD shall maintain the levy of the TDD Sales Tax at not less than one percent (1.0%) so long as the TDD is obligated to issue TDD Notes under this Agreement or any TDD Obligations are outstanding. The TDD Sales Tax shall be collected, collection costs of one percent (1%) of such collected taxes shall be paid, and the net collections shall be applied and used as set forth in Section 3.6 below. After all TDD Notes contemplated by this Agreement have been issued and all TDD

Obligations have subsequently been repaid in full, the Board of Directors shall take such actions as may be necessary to repeal the TDD Sales Tax and to cause the TDD to be dissolved.

2.3 Designation of Agent for Construction of Infrastructure Improvements; Advance of Funds; No Median Extension.

(a) The TDD, with respect to the Infrastructure Improvements, shall designate the Developer as its agent for the purpose of completing those Infrastructure Improvements identified on **Exhibit C**.

(b) The Developer agrees to advance all costs of design and construction of the Infrastructure Improvements. All such funds so advanced shall be subject to reimbursement solely from the TDD Notes and TDD Debt Service Fund, as provided for in this Agreement.

(c) The Developer agrees to comply with all laws applicable to the TDD with respect to construction of the Infrastructure Improvements, including but not limited to Section 107.170 RSMo and laws related to prevailing wages and competitive bidding.

(d) The Parties understand that MHTC does not intend to require the Olive Boulevard median to be installed any farther east than the eastern edge of the Developer Property. The Parties will not seek, and will advocate against, any eastern extension of the median beyond that point.

2.4 Construction Contracts; Inspections. In constructing or causing the construction of the Infrastructure Improvements, the Developer may enter into one or more construction contracts. The work of completing the Infrastructure Improvements may be included within one or more overall construction contracts entered into with respect to the Redevelopment Project. The Developer shall be responsible for obtaining all applicable governmental approvals, at its sole cost and expense subject to reimbursement as provided herein. The Developer shall diligently pursue completion of the Infrastructure Improvements, construction shall start no later than the earlier of one year after the commencement of collection of the TDD Sales Tax or August 1, 2010 and Substantial Completion shall occur by January 1, 2011. The Parties acknowledge that the community desires to minimize the amount of time that elapses between the opening to traffic of the realignment of Dautel that is part of the Redevelopment Project and completion of the Infrastructure Improvements under this Agreement and agree to exert reasonable efforts to prevent that amount of time from exceeding 60 days.

2.5 Insurance. The Developer shall maintain during construction of the Infrastructure Improvements and shall ensure that any of the contractors and subcontractors engaged by the Developer to undertake construction of any portion of the Infrastructure Improvement shall maintain: (a) comprehensive general liability insurance with limits of not less than \$2,000,000 combined, per occurrence, (b) workers' compensation insurance in accordance with statutory requirements (c) professional liability insurance for any engineer or architect providing services in connection with the Infrastructure Improvement with limits of not less than \$2,000,000 per occurrence, and (d) adequate flood insurance (if the Infrastructure Improvement or any portion thereof are determined to be located in a flood hazard area), all with such insurance companies as are reasonably acceptable to the TDD. All policies of liability insurance maintained hereunder shall name the TDD and the Parties and their respective officials, officers, directors, employees, and agents as additional primary insured parties. All policies of insurance maintained hereunder shall contain a clause providing that such policies may not be cancelled or reduced in coverage without thirty (30) days prior written notice to the Parties, the TDD and the Trustee. Prior to the commencement of any work with respect to an Infrastructure Improvement, and at any other time upon reasonable request, the Developer shall deliver to the Parties and the TDD evidence of all insurance to be maintained hereunder.

2.6 TDD Sales Tax Collection.

(a) Once the TDD Sales Tax goes into effect, the TDD agrees to perform all functions incident to the administration, collection, enforcement and operation of the TDD Sales Tax or to provide for the performance of such functions by third parties. The TDD Sales Tax shall be collected and reported in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The TDD shall, on a monthly basis, retain one percent (1%) of amounts collected to cover collection costs and deposit the remaining TDD Sales Tax moneys with the Trustee for deposit into the TDD Fund. To assist the TDD in collecting the TDD Sales Tax, the Developer with respect to the Developer Property, Wolff with respect to the Wolff Property, Stern with respect to the Stern Property, Credit Union with respect to the Credit Union Property and Hutkin with respect to the Hutkin Property shall obligate all retail businesses operating on their respective property to complete and deliver to the TDD a business registration in the form attached hereto as **Exhibit E**. All Parties shall exert best efforts to cause all retailers subject to the TDD Sales Tax to promptly charge, report and pay such tax. Further, all Parties represent and warrant that they intend to exert reasonable efforts to cause real property subject to this Agreement to be occupied by businesses that will generate TDD Sales Tax, all other economic terms and conditions being equal. All Parties acknowledge that the Developer currently intends to lease the Developer Property to Walgreens.

(b) The TDD shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the Missouri Department of Revenue for enforcement to the extent that such violations result in the TDD's inability to collect the TDD Sales Tax in a timely manner as provided for in the Missouri state sales tax law. If the Missouri Department of Revenue notifies the TDD that it refuses to undertake enforcement of the TDD Sales Tax, the TDD shall promptly initiate an action to enforce collection, but only on the following conditions:

(i) If the TDD Board of Directors determines that the cost of such enforcement action is reasonably likely to be less than two percent (2%) of the revenues sought to be collected pursuant to such enforcement action, the TDD may proceed to enforce collection of the TDD Sales Tax, but shall nevertheless be entitled to reimbursement for any collection costs in excess of one percent (1%) of the revenues sought to be collected by billing the TDD for such amount as TDD Administrative Costs; or

(ii) If the TDD Board of Directors determines that the cost of such enforcement action may reasonably exceed two percent (2%) of the revenues sought to be collected pursuant to such enforcement action, the TDD may seek an advance of funds to support any such enforcement action, in the form of money loaned by Developer or another third party, which may be subsequently reimbursed to Developer or such other third party (with interest at a rate not to exceed the cost of funds borrowed) from TDD Revenues. Notwithstanding anything to the contrary in this Agreement, the TDD shall not undertake any enforcement action if the cost of such enforcement is, in the opinion of the TDD Board of Directors, unreasonably high relative to the amount of revenues sought to be collected.

(c) The TDD shall keep accurate records of the amount of TDD Revenues collected and such records shall be open to the inspection of officers of the TDD and the general public, subject to Section 32.057 of the Revised Statutes of Missouri.

2.7 Conditions to the Effectiveness of this Agreement. The obligations of the Parties hereunder are conditioned upon and shall not become effective until the Developer has acquired title to the Developer Property and delivers to the City written notice (the "Construction Notice") that Developer has

closed on a construction loan as necessary to construct the Infrastructure Improvements. Other than the obligations of the Developer as set forth in section 4.12, the obligations of the Parties hereunder shall cease if the TDD is not formed by November 15, 2009 for reasons beyond the control of the Parties.

2.8 Rights to Withdraw.

(a) At any time after establishment of the TDD and TDD Board of Directors, Wolff may pay the one time sum of \$350,000.00 to the TDD for deposit into the TDD Fund as TDD Revenues, and withdraw the Wolff Property from the TDD. Upon such withdrawal, the TDD Sales Tax shall not apply to the Wolff Property, Wolff shall cease to be a Party to this Agreement, and Wolff shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Wolff Property.

(b) On or after such time that TDD Sales Taxes collected from businesses located on the Hutkin Property can no longer be used to repay TDD Obligations as provided in Section 3.6, Hutkin, by written notice to the TDD, may withdraw the Hutkin Property from the TDD. The TDD shall promptly notify Hutkin upon the TDD Bonds being reduced to an amount equal to the Series B Notes plus interest accrued on such notes. Upon such withdrawal, the TDD Sales Tax shall not apply to the Hutkin Property, Hutkin shall cease to be a Party to this Agreement, and Hutkin shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Hutkin Property.

(c) During the first year after execution of this Agreement by all Parties (but notwithstanding that time period, in no event after issuance of TDD Bonds), Credit Union by written notice to the TDD may withdraw the Credit Union Property from the TDD if it has submitted an application to rezone the eastern parcel of the Credit Union Property from residential to commercial zoning and the City has not approved that application. Upon such withdrawal, the TDD Sales Tax shall not apply to the Credit Union Property, Credit Union shall cease to be a Party to this Agreement, and Credit Union shall have no further rights or obligations hereunder. The TDD and the other Parties shall thereupon promptly cause any and all documents, including this Agreement or any memorandum thereof, relating to the TDD, to be released of record against the Credit Union Property.

2.9 Estimates. Prior to the execution of this Agreement, the Developer has provided construction estimates for the Infrastructure Improvements reasonably satisfactory to all the Parties.

2.10 Limitation of Infrastructure Improvements. Hutkin, Stern, the Credit Union, and Wolff and their respective properties, and the City, shall not be required to pay, be obligated with respect to, or otherwise be subject to, any increase or other material modification in the scope, size, or description of the Infrastructure Improvements or with respect to any additional transportation development district projects of Developer or its affiliates unless all of Hutkin, Stern, the Credit Union, and Wolff, and the City, authorize, approve, or otherwise consent thereto in writing.

2.11 No Change in TDD Boundaries. Except as expressly permitted herein, the TDD boundaries shall not be materially reduced nor shall any material portion of any property in the TDD be released or removed from the TDD without the prior written consent of all the Parties.

2.12 Hutkin Parking Spaces. Notwithstanding anything herein to the contrary, the agreements of Hutkin herein are expressly conditioned upon Hutkin's receipt of all necessary or required final written approvals, including, without limitation, variances from the City in form and substance reasonably

satisfactory to Hutkin, for the relocation within the Hutkin Property of three (3) parking spaces lost on the Hutkin Property due to construction and completion of the cross access described in Section 3.15 of this Agreement. The TDD and the Developer agree not to contest such application by Hutkin, and the City agrees to use good faith efforts to cause such application to be addressed expeditiously, subject to its ordinances and regulations, including recommendations of its planning department. The other Parties hereby acknowledge and agree that Hutkin shall not be required to participate in the execution and filing of the TDD Petition nor shall the Hutkin Property be subject to the TDD tax, unless the City grants the foregoing approvals and the Developer records the subdivision plat described in Section 3.15 of this Agreement prior to November 15, 2009. In the event Hutkin does not participate in the execution and filing of the TDD Petition, unless all other Parties agree otherwise this Agreement shall be null and void.

2.13 Granting Rights of Way and Other Easements. Each Party acknowledges and agrees that certain rights of way, easements, and/or other agreements (temporary and permanent) may be required to be granted to the TDD and its agents, successors, and assigns in connection with the construction and completion of the Infrastructure Improvements, without compensation. Each Party agrees to grant such rights of way and easements and enter into such agreements after reasonable request, provided that any such right of way, easements, or agreements will not (i) unreasonably or materially interfere with the normal or customary (for such businesses operating on each Party's property) access, use, parking, and operation of the affected property; or (ii) impose a greater burden on such property than which currently exists. Notwithstanding anything to the contrary contained herein, neither the TDD, the Developer, nor any of their agents or assigns shall park or store materials or equipment on any Party's property without such Party's prior approval and consent.

ARTICLE III TDD OBLIGATIONS

3.1 Reimbursement of Costs. The TDD agrees to reimburse the Developer for the costs incurred in connection with completing the Infrastructure Improvements, and the City and St. Louis County as provided in Section 3.5, by the issuance of TDD Notes, in such series, amounts and under the terms further provided for herein. The Developer shall advance the cost of issuing the TDD Notes and such advance payment shall be included in the amount of the TDD Notes issued to the Developer. Nothing in this Agreement shall obligate the TDD to issue or further endorse TDD Notes for any cost that is not a TDD Eligible Cost. The City shall be notified of all applications for issuance of TDD Notes and shall be afforded a reasonable opportunity to express any objections prior to issuance. If Bond Counsel determines that any cost identified in the Developer's application for payment is not a TDD Eligible Cost, the TDD shall cause Bond Counsel to so notify the Developer in writing whereupon Developer shall have the right to identify and substitute other costs as TDD Eligible Costs with a supplemental application for payment. The TDD Notes shall be issued through a trust indenture with the Trustee.

3.2 Limited Obligations. Notwithstanding any other term or provision of this Agreement, TDD Notes issued by the TDD shall be payable from the TDD Revenues deposited into the TDD Debt Service Fund and not from any other source.

3.3 Cooperation in the Issuance of TDD Bonds. The Parties covenant to cooperate and take all reasonable actions necessary to assist each other, Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell TDD Bonds. A Party will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to a Party, but upon the execution of a confidentiality agreement acceptable to a Party, a Party will provide such information to the TDD's financial advisors, underwriters and legal counsel to enable such parties to

satisfy their due diligence obligations. In no event shall any Party be required to disclose any information with respect to any tenant, licensee, or occupant of such Party's property, the terms of the Party's agreement with any such tenant, licensee, or occupant, or any related information except as may be necessary to collect the TDD Sales Tax. Notwithstanding the foregoing, no Party shall be obligated to disclose any information that is subject to a confidentiality agreement or similar restriction or the disclosure of which is prohibited by law.

3.4 No Other Bonds or Uses of Revenues; No Further Taxes or Assessments. The TDD shall not issue any other indebtedness or obligations secured by the TDD Revenues generated or to be generated from the TDD other than the TDD Obligations provided for under this Agreement. The TDD shall impose no other tax, assessment, toll, charge, or obligation whatsoever without the prior written consent of all the Parties and otherwise in accordance with the TDD Act. The Parties acknowledge that the TDD Sales Tax is at the maximum rate currently permitted by the TDD Act. The TDD shall not impose any increase in the TDD Sales Tax, even in the event the TDD Act is amended to allow a higher maximum rate, without the prior written consent of all the Parties and otherwise in accordance with the TDD Act.

3.5 TDD Notes. Subject to the requirements of this Agreement, the TDD shall issue the TDD Notes as provided herein. The term of the TDD Notes shall be 40 years.

(a) The TDD shall issue TDD Notes to the Developer in minimum increments of \$250,000 (other than the last such note to be issued) and in a total amount not to exceed the Maximum Reimbursement Amount ("Series A Notes") to reimburse the Developer for TDD Eligible Costs incurred by the Developer. The Series A Notes shall bear interest at a fixed rate per annum ("Series A Rate") equal to the greater of (1) the Prime Rate as of the day immediately prior to the date of initial issuance of the Series A Notes plus two percent (2%) or (2) eight percent (8%); provided, in no event shall the interest rate on the Series A Notes exceed 10%. If (a) the Developer has complied with its obligations under Section 3.7 hereof, and (b) the TDD does not, within 360 days following Substantial Completion of the Infrastructure Improvements, issue TDD Bonds, then commencing on the date which is 360 days following Substantial Completion for the Infrastructure Improvements, the Series A Rate shall be increased by 2.00% from such date until the date that the refunding TDD Bonds are issued; provided, in no event shall the interest rate on the Series A Notes exceed 10%. If interest payments on the Series A Notes will be tax exempt, then the interest rate as calculated above shall be reduced by 200 basis points.

(b) If the TDD Eligible Costs incurred by Developer to complete the Infrastructure Improvements exceed the Maximum Reimbursement Amount, subject to the requirements of this Agreement, the TDD shall issue notes to Developer in the amount of such excess costs ("Series B Notes") in minimum increments of \$250,000 (other than the last such note to be issued). The Series B Notes shall bear interest at a fixed rate per annum equal to the greater of (1) the Prime Rate as of the day immediately prior to the date of initial issuance of the Series B Notes plus two percent (2%) or (2) eight percent (8%); provided, in no event shall the interest rate on the Series B Notes exceed 10%. The Series B Notes shall be subordinate to the Series A Notes. If interest payments on the Series B Notes will be tax exempt, then the interest rate as calculated above shall be reduced by 200 basis points.

(c) If the City pledges the City Pledged Funds pursuant to Section 3.8 hereof and the City is subsequently required to deposit any City Pledged Funds into the TDD Debt Service Fund, subject to the requirements of this Agreement, the TDD shall issue notes to the City in the amount of the Pledged Funds deposited by it into the TDD Debt Service Fund, which shall also constitute Series B Notes. Additionally, if the City and/or St. Louis County provide funds to pay or repay a portion of the costs of realigning Dautel as shown in the Site Development Plan (including payments made directly to the

Developer), such payments shall constitute payments toward the Infrastructure Improvements, and the TDD shall issue notes to the City and/or County, respectively, in the amount of such funds as separate Series B Notes. St. Louis County is expressly designated a third party beneficiary of this provision and shall have the same rights as the City to enforce this provision and all provisions related to the repayment of such Series B Notes including the provisions in paragraph 3.5(b) pertaining to payment of interest thereon.

3.6 Issuance of TDD Notes; Application of TDD Revenues. The TDD Notes shall be issued to reimburse the Developer for the costs incurred in completing the Infrastructure Improvements that the Developer is responsible for completing under this Agreement and to make reimbursements for other contributions as provided in Section 3.5. The TDD hereby pledges the TDD Revenues required to be deposited into the TDD Debt Service Fund, to the repayment of TDD Obligations. TDD Revenues required to be deposited into the TDD Debt Service Fund shall be applied as follows:

First, to the payment of any arbitrage rebate due and payable with respect to any of the TDD Obligations;

Second, to the payment of any costs of the Trustee or other administrative costs payable under the terms of any indenture entered into with respect to TDD Obligations;

Third, to the payment of the TDD Administrative Costs; and

Fourth, to the payment of interest and/or principal of the TDD Notes, or the allocable portion of any TDD Obligations issued to refund the same, as such interest and principal becomes due or payable. No payments shall be made on Series B Notes (other than from available proceeds of TDD Bonds if Series A Notes are paid in full) until the TDD Bonds and Series A Notes are paid in full. No payments shall be made on Series A Notes (other than from available proceeds of TDD Bonds) until the TDD Bonds are paid in full.

Payments on Series B Notes shall be made pro rata among all holders of such Notes.

Notwithstanding the foregoing, TDD Sales Taxes collected from businesses on the Hutkin Property shall be separately accounted for and shall not be pledged to or used to repay the separate Series B Notes issued to the City or St. Louis County under Section 3.5(c) for contributions toward the Dautel realignment or, to the extent the TDD Bonds proceeds refund such separate Series B Notes, to repay the TDD Bonds once the balance due on the TDD Bonds has been reduced to the amount of such refunding plus interest accrued on such amount.

3.7 Conditions Precedent to Issuance of TDD Notes.

(a) The TDD shall issue the Series A Notes and/or Series B Notes to Developer within thirty (30) days following the submission by the Developer, and the approval by the TDD, of a Certificate of Reimbursable Costs identifying TDD Eligible Costs incurred and paid for with respect to the Infrastructure Improvements for which the Developer is responsible under this Agreement.

(b) The TDD shall issue the Series B Notes to the appropriate entities within thirty (30) days following the submission by such entities, and approval of the TDD, of deposit certificates issued by the Trustee confirming the amount deposited into the TDD Debt Service Fund or other satisfactory documentation of amounts contributed towards Infrastructure Improvements as provided in this Agreement.

(c) Upon issuance by the Trustee of TDD Notes as provided in this Section, the TDD shall be deemed to have fulfilled its reimbursement obligations hereunder.

(d) TDD Notes shall be dated as of the date of a complete submittal of the required information, and interest shall begin to accrue as of that date.

3.8 TDD Bonds.

(a) At the earliest practical time after Substantial Completion of the Infrastructure Improvements, and in any event not less than 90 days thereafter, the TDD shall use its best efforts to issue or cause to be issued TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes and Series B Notes and to cover Costs of Issuance, debt service reserve, capitalized interest, and reasonable underwriter discount. If it is not practicable to issue TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes and Series B Notes (and Cost of Issuance, debt service reserve, capitalized interest and reasonable underwriter discount), then TDD Bonds shall be issued in the maximum amount practicable, which may result in issuance of TDD Bonds that only refund all or part of the Series A Notes. If the TDD Bonds cannot otherwise be issued in an amount sufficient to refund all of the outstanding Series A Notes (after payment of Costs of Issuance, and related costs as described above), the City agrees to pledge funds as TDD Revenues from the City's general revenues, subject to annual appropriations, as necessary to issue the TDD Bonds in an amount sufficient to refund all of the outstanding Series A Notes. Notwithstanding the foregoing, the City will not be required to pledge funds from the City's general revenues in excess of the Annual Pledge Limit. Notwithstanding such pledge, the City shall not be obligated to deposit any City Pledged Funds into the TDD Debt Service Fund except to the extent that other TDD Revenues are actually insufficient to meet repayment obligations for the TDD Bonds as and when they come due; provided, however, in the event the TDD Bonds are not issued within 180 days after Substantial Completion, or are issued but not in the full amount of the Series A Notes: (1) then to the extent the City is not required to deposit the full amount of the Annual Pledge Limit for City Pledged Funds in any particular year to meet repayment obligations for the TDD Bonds the City shall purchase portions of issued and remaining Series A Notes from the holder in the amount of the remaining balance of the Annual Pledge Limit for that year (such purchase shall be allocated between interest and principal due on the Series A Notes based upon a 25 year amortization) and the City agrees that its Series A Notes so acquired shall be subordinate to other Series A Notes and subject to repayment only after all other Series A Notes have been paid; (2) the City shall have the option to purchase all Series A Notes that remain outstanding at any time for the amount of principal and accrued interest due thereon at the time the City tenders payment (and in any event, prior to TDD Bond issuance the City shall have the option to purchase all Series A Notes at any time for the amount of principal and accrued interest due thereon at the time the City tenders payment); and (3) all Series A Notes shall at the time of issuance expressly acknowledge and be subject to the City's rights under the foregoing items (1) and (2). The City shall make such deposits and purchases when required immediately upon demand, as pledged. The City agrees to cause the officer of the City at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City for each fiscal year that the TDD Obligations are outstanding a request for an appropriation to meet the foregoing obligations. If, within 30 days after the end of the City's fiscal year, the City Council fails to adopt a budget, the Parties agree that the City shall be deemed to have adopted a budget that provides for an appropriation to the TDD Debt Service Fund in accordance with the budget for the prior fiscal year, unless and until subsequent action is taken on a budget for such fiscal year.

(b) If the TDD Bonds issued pursuant to Section 3.8(a) are not sufficient to refund the entire amount of the Series A Notes and the Series B Notes, the TDD shall subsequently endeavor to re-issue TDD Bonds or issue additional TDD Bonds in order to refund the amounts due under the Series

A Notes and the Series B Notes; provided that the market conditions for such reissuance or additional issuance are such that the payment terms of the TDD Bonds are sufficiently favorable that a reasonably prudent financial officer of a similarly situated city would undertake such reissuance or additional issuance.

(c) TDD Bonds may have a term up to the maximum of 40 years as allowed by law. The TDD shall exert good faith efforts to structure the TDD Bonds to minimize the need for the City Pledged Funds. The terms and conditions of any TDD Bond issuance must be approved by the City. Additionally, the City must approve any bond issuance with a term less than 25 years, any issuance for less than the full amount of the Series A Notes, and/or any bond reissuance, which approval shall not be unreasonably withheld. Absent such approval, when required, the City shall not be obligated to provide the City Pledged Funds as to such unapproved bond issuance.

3.9 Pledge of TDD Revenues. The TDD shall, subject to annual appropriation and Section 3.6 hereof, pledge all TDD Revenues in the TDD Debt Service Fund account to repayment of the TDD Obligations in accordance with this Agreement. The TDD Obligations shall be the exclusive responsibility of the TDD, and not the other Parties hereto, payable solely out of TDD funds and property as provided by the TDD Act and shall not constitute a debt or liability or general obligation of the City, the State of Missouri or any agency or political subdivision thereof, or any other Party besides the TDD.

3.10 Covenant to Request Annual Appropriation. The TDD agrees to cause the officer of the TDD at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the TDD for each fiscal year that the TDD Obligations are outstanding a request for an appropriation of TDD Revenues attributable to the TDD Sales Tax for application to the payment of TDD Obligations in accordance with this Agreement. If, within 30 days after the end of the TDD's fiscal year, the TDD's Board of Directors fails to adopt a budget, the Parties agree that the TDD shall be deemed to have adopted a budget that provides for application of the TDD Revenues attributable to the TDD Sales Tax collected in such fiscal year in accordance with the budget for the prior fiscal year, unless and until subsequent action is taken on a budget for such fiscal year.

3.11 Repeal of Sales Tax. As long as the TDD Obligations are outstanding, the TDD shall not repeal or reduce the TDD Sales Tax unless such repeal or reduction will not impair the TDD's ability to repay the TDD Obligations. Upon satisfaction in full of the TDD Obligations, the TDD shall immediately implement the procedures in the TDD Act for repeal of the TDD Sales Tax.

3.12 Abolishment of the TDD. Upon satisfaction in full or expiration of the term of the TDD Obligations and expiration or notice of repeal of the TDD Sales Tax, the TDD's Board of Directors shall immediately implement the procedures for abolishment of the TDD. Any TDD Revenues remaining after the final payment of TDD Administrative Costs shall be retained in a segregated account until such time as the TDD is abolished and the TDD's Board of Directors has provided for the transfer of any remaining TDD Revenues in the manner provided by the TDD Act.

3.13 Governance of the TDD. The TDD Petition shall provide that TDD Board shall consist of nine (9) members to be elected pursuant to the TDD Act. Until the Series A Notes are paid in full (or to the extent they are not yet paid in full but are owned solely by the City), the TDD Board shall consist of five members designated by Developer, two (2) members designated by the City and two (2) members designated by a majority vote of Wolff, Stern, Credit Union, and Hutkin. Once the Series A Notes are paid in full or owned solely by the City, the TDD Board shall consist of nine (9) members, with two (2) members designated by the City, one member designated by St. Louis County, two (2) members designated by Developer and four (4) members designated one (1) each by respective vote of Wolff,

Stern, Credit Union and Hutkin (and in the event of withdrawal by Wolff and/or Hutkin pursuant to Section 2.8, their right to designate a member shall transfer to the remaining Parties who shall make such designation by majority vote). The Parties agree to provide their proxies to the City, which shall appoint the board members consistent with these requirements by vote of the City Council. The Parties further agree to exert best efforts to secure resignations and replacements of board members to the extent necessary to fulfill the foregoing requirements.

The TDD shall authorize and procure directors' and officers' insurance for the TDD at the first meeting of the TDD Board of Directors in an amount not less than Three Million and 00/100 Dollars (\$3,000,000.00) and the cost thereof shall be included as an Annual TDD Administrative Cost and TDD Eligible Cost for purposes of this Agreement.

3.14 TDD Counsel. Legal counsel for the TDD shall be Jenkins & Kling, P.C. ("J&K"), unless subsequently changed by action of the TDD Board of Directors. Each of the Parties hereby acknowledges and agrees that J&K regularly represents Hutkin and its affiliates and has represented Hutkin, but not any of the other Parties, with respect to the negotiation of this Agreement with the Developer. The Parties, after having the opportunity to consult with their own or independent counsel, hereby waive any conflict in this regard and consent to J&K's representation of the TDD.

3.15 Cross Access Cooperation. The TDD and the Developer shall, upon commencement of construction of the Infrastructure Improvements, cause all necessary improvements on the Developer Property to be made to allow connection and use by Hutkin and invitees of the Hutkin Property of a permanent cross-access road for the Hutkin Property as generally described in the City Ordinances and on the subdivision plat approved by the City Ordinances. The TDD and the Developer shall also grant, without cost to Hutkin and its contractors, any necessary temporary slope and construction easements to construct and complete the cross access provided all such construction traffic shall access the work area through the Hutkin Property. Hutkin shall likewise grant, without cost to the TDD and the Developer and their contractors any necessary temporary slope and construction easements to construct and complete the cross access, provided all such construction traffic shall access the work area through the Developer Property.

ARTICLE IV MISCELLANEOUS

4.1 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States Mail, first class, postage prepaid and addressed as hereinafter specified.

- (i) In the case of Developer, to:
Pace-Creve Coeur Associates, L.L.C.
c/o Pace Properties Incorporated
1401 S. Brentwood Boulevard, Suite 900
St. Louis, Missouri 63144
Attention: General Counsel
- (ii) In the case of the City, to:
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, Missouri 63141
Attention: City Administrator

- (iii) In the case of Wolff, to:
Creve Coeur Real Estate Venture IV, LLC
721 Emerson Road, Suite 100
St. Louis, Missouri 63141
Attention: Susan Wolff Moriconi

With a copy to:
William C. Biermann, Esq.
Wm. Biermann Company
15455 Conway Road, Suite 360
Chesterfield, MO 63017

- (iv) In the case of Stern, to:
Forsyth Investments, LLC
7 North Bemiston Avenue
St. Louis, Missouri 63105
Attention: Thomas A. Stern

With a copy to:
Jeffrey S. Gershman, Esq.
Stone, Leyton, Gershman, P.C.
7733 Forsyth Boulevard, Suite 500
St. Louis, Missouri 63105

- (v) In the case of Credit Union, to:
First Community Credit Union
10950 Olive Boulevard
St. Louis, Missouri 63141
Attention: Manager

With a copy to:
Joseph C. Blanner, Esq.
Behr, McCarter & Potter, P.C.
7777 Bonhomme Avenue, Suite 1400
St. Louis, Missouri 63105

- (vi) In the case of Hutkin, to:

D Hutkin Family Investors, LLC
10923 Olive Partners, L.L.C.
c/o Mr. David S. Hutkin
10829 Olive Boulevard, Suite 200
St. Louis, Missouri 63141

Adkins Farms, Inc.
ORA Properties, LLC
c/o Mr. Oakleigh R. Adkins III
11669 E. CR 300N
Chandlerville, Illinois 62627

With a copy to:
Stephen L. Kling, Jr., Esq.
Jenkins & Kling, P.C.
10 S. Brentwood Blvd., Suite 200
St. Louis, Missouri 63105

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 4.1.

4.2 Nature of Agreement; Entire Agreement; Amendment. This Agreement does not establish a joint venture or partnership and the Parties remain separate and independent entities. The Parties agree that this Agreement constitutes the entire agreement between the Parties on the subject matter hereof and that no other agreements or representations other than those contained in this Agreement have been made by the Parties regarding that subject matter. This Agreement shall be amended only in writing and effective when such amendment is signed by the authorized agents of the Parties.

4.3 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Missouri for all purposes and intents.

4.4 Counterparts. This Agreement may be executed in multiple counterparts.

4.5 Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

4.6 Opportunity to Cure Preserved. In the event of any default in or breach of any term or conditions of this Agreement by any party, or any successor, the aggrieved party, prior to instituting any action at law or in equity, shall give written notice to the breaching or defaulting party (or successor) specifying, in the opinion of the aggrieved party the nature of the breach, and the defaulting or breaching party (or successor) shall, upon receipt of such written notice from the other party, proceed immediately to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may then take such action and institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party, or acting to cure such default or breach itself and obtaining reimbursement from the defaulting or breaching party.

4.7 No Waiver of Immunity; No Personal Liability. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's or the TDD's sovereign immunity or a waiver of the official immunity of any elected or appointed official. No elected or appointed official, agent, employee, or representative of the City or the TDD or other Parties shall be personally liable under this Agreement.

4.8 Assignment; Third Party Beneficiary. Other than by transfer of fee simple title to their property, a Party may not assign its rights or obligations under this Agreement without the written consent of all other Parties, which consent shall not be unreasonably withheld. This Agreement shall be binding on and shall inure to the benefit of the City, Developer, Wolff, Stern, Credit Union, Hutkin and the TDD, shall be binding upon their respective successors in title, and shall be for the benefit and burden of their

permitted successors and assigns. The Parties hereto agree and acknowledge that upon ratification of this Agreement by the TDD, the TDD shall be a party to this Agreement and entitled to the benefit and subject to the burdens of this Agreement. This Agreement is not intended to create any rights enforceable by any third party beneficiary other than the TDD or St. Louis County as expressly provided herein.

4.9 Term. Unless earlier terminated as provided herein, this Agreement shall remain in full force and effect so long as the TDD remains in force and effect, and upon dissolution of the TDD and the satisfaction, retirement or expiration of all TDD Obligations, this Agreement shall terminate.

4.10 Party Liability/Transfer.

(a) Except as otherwise provided in Sections 2.8 and 4.10(b), Developer, Wolff, Stern, Credit Union, and/or Hutkin (each as a "Transferor") will be automatically released from all obligations and liabilities under this Agreement upon transferring fee simple title to all property owned by such Transferor within the boundaries of the TDD, and the rights and obligations of such a Transferor hereunder shall be automatically assigned and assumed by any transferee of fee simple title to any such property as to such property. Therefore, this Agreement shall be deemed an agreement and covenant running with the land and a memorandum of this Agreement shall be recorded by the Parties no later than the first meeting of the TDD Board of Directors. Parties shall provide reasonable advance notice of any intended sale of real property subject to this Agreement.

(b) Notwithstanding Section 4.10(a), Developer shall remain fully liable hereunder until the completion of the Infrastructure Improvements and acceptance thereof by the appropriate authorities.

4.11 Force Majeure. No Party or successor in interest thereto shall be considered in breach or default of their obligations under this Agreement, and times for performance of obligations hereunder shall be extended as necessary, given diligent efforts, in the event of any delay caused by force majeure, including without limitation: damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive governmental regulations; lack of issuance of any governmental permits and/or legal authorization by the governmental entities with jurisdiction; litigation or related court orders or judgments; eminent domain; shortage or delay in shipment of materials or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Party's reasonable control and not attributable to the Party's improper, illegal, or dilatory conduct. In order to obtain an extension of time to perform under this Section 4.11, a Party shall provide notice to the other Parties within 30 days of the commencement of the event of force majeure and on a monthly basis thereafter, until cessation of the event, concerning the status of the event and efforts taken with respect thereto to mitigate its effects.

4.12 Indemnification.

(a) To the fullest extent permitted by law, except as provided in the penultimate sentence of this Section 4.12(a), Developer hereby agrees to protect, indemnify, defend (by counsel reasonably acceptable to said other Parties) and save harmless, the other Parties and their respective directors, officers, agents and employees from and against any and all liability, claim, cause of action, judgment, damage, settlement, principal, interest, fine and expense (including, without limitation, attorneys' fees, court costs and all litigation expenses)(collectively, the "Claims") resulting from or arising out of any one or more of the following: (i) any default by Developer under any agreements or any other construction contracts or other agreements to which the Developer is a party related to construction of the Infrastructure Improvements, (ii) any hazardous or dangerous condition created by Developer or its agents, employees, partners, contractors, or subcontractors (collectively "Developer Parties") relating to (A) the construction of the Infrastructure Improvements or (B) the operation or use of

the Infrastructure Improvements prior to acceptance of the Infrastructure Improvements by the appropriate authorities, (iii) any breach of any environmental Law by any of the Developer Parties relating to construction of the Infrastructure Improvements, or (iv) any litigation in connection with construction of the Infrastructure Improvements by Developer or the TDD, including but not limited to any Claims relating to loss or damage to property or any injury or death of any person, or liability for hazardous materials or environmental contamination. Developer's indemnity shall specifically not cover indirect or consequential damages, including but not limited to lost profits and diminution of property value, provided that this indemnity shall cover direct damage to property and shall include the obligation to repair, restore or remediate the damaged property. The indemnity of Developer as provided in this Section 4.12(a) shall terminate on the earlier of (x) one year after completion of the Infrastructure Improvements or (y) upon termination of this Agreement.

(b) To the fullest extent permitted by law, except as provided in the penultimate sentence of this Section 4.12(b), each Party hereby agrees to protect, indemnify, defend (by counsel reasonably acceptable to the other Parties) and save harmless, the other Parties and their respective elected officials, directors, officers, agents and employees from and against any and all liability, claim, cause of action, judgment, damage, settlement, principal, interest, fine and expense (including, without limitation, attorneys' fees, court costs and all litigation expenses), in excess of any such items as may be covered and paid by insurance available pursuant to the provisions of this Agreement, resulting from or arising out of any one or more of the following: (i) any default by such indemnifying Party under this Agreement or (ii) any misrepresentation or breach of warranty made by such Indemnifying Party under this Agreement, including, but not limited to, loss or damage to property or any injury or death of any person, or liability for hazardous materials or environmental contamination. Each Party's indemnity shall specifically not cover indirect or consequential damages, including, but not limited to, lost profits and diminution of property value. The indemnity of each Party as provided in this Section 4.12 shall terminate on the earlier of (x) one year after completion of the Infrastructure Improvements or (y) upon, the termination of this Agreement.

(c) Nothing contained in the indemnifications set forth in subsections (a) or (b) shall limit a direct cause of action of any Party against the Developer.

4.13 Mechanics Liens. Developer agrees that it will not suffer or permit any mechanics' liens to be claimed or filed or otherwise asserted against the Wolff Property, Stern Property, Hutkin Property or Credit Union Property, or any City property, and will promptly discharge the same in case of the filing of any such lien or proceedings for the enforcement thereof. If Developer shall fail promptly to discharge any mechanics' lien, then and in any such event the other Parties hereto may procure the release and discharge of any such claim and any judgment or decree thereon and, further, in their sole discretion effect any settlement or compromise of the same. Any amounts so expended by another Party, including premiums paid or security furnished in connection with the issuance of any surety bonds, shall be paid by Developer to the Party making such payment promptly upon written demand for the same. In settling, compromising, discharging or providing indemnity or security for any claim for lien, the aggrieved Party shall not be required to inquire into the validity or amount thereof.

4.14 Eminent Domain. The TDD shall neither initiate negotiations regarding property acquisition nor initiate eminent domain proceedings to acquire property interests without the unanimous approval of the TDD Board and the advance approval of the City Council of the City. Any request for such approval shall be accompanied by a legal description of the involved property, an appraisal meeting applicable legal standards, and a full explanation as to the underlying necessity of the proposed acquisition and the public use to be made of the property. The Parties acknowledge that as of the date of execution of this agreement, no eminent domain proceedings are contemplated and this provision has

been included in this agreement at the request of the City acting, in its view, out of an abundance of caution. Neither the TDD nor the City shall threaten or initiate any eminent domain proceeding against the Hutkin Property, the Stern Property, the Credit Union Property, or the Wolff Property for any purpose directly or indirectly related to the Infrastructure Improvements unless and only to the extent such property is essential to the completion of the Infrastructure Improvements.

4.15 Reports. Until completion of the Infrastructure Improvements and acceptance thereof by the appropriate authorities, the Developer and the TDD Board of Directors shall make quarterly reports (Jan. 15, Apr 15, July 15, Oct 15) to the City Administrator, with copies to Hutkin, Stern, the Credit Union, and Wolff, regarding the status of construction and TDD revenues, expenses and outstanding obligations. Upon completion and acceptance of the Infrastructure Improvements, the Developer's reporting obligations shall cease, but the TDD Board of Directors shall continue to make such reports on an annual basis (Jan 15) until the TDD is dissolved.

4.16 Remedies. Each Party acknowledges that it will suffer irreparable harm and injury if the provisions of this Agreement are breached by any other Party, for which monetary relief alone will be inadequate. Accordingly, in the event of such breach, the aggrieved Party or the TDD, as the case may be, shall be entitled, in addition to all other rights and remedies available at law or in equity, to obtain restraining orders, injunctions, and/or other equitable relief, both temporary and permanent in nature, for the purpose of restraining, enjoining, and/or prohibiting the future breach or continued breach of any such provisions. Any bond required for equitable relief shall be limited to One Thousand and 00/100 Dollars (\$1,000.00). Each Party hereby waives the claim or defense that the aggrieved Party has an adequate remedy at law, and no Party shall claim, at any such action or proceeding, that an adequate remedy at law exists. Notwithstanding the foregoing, termination of this Agreement shall not be a remedy for breach.

4.17 Cost of Enforcement. In the event of any action or proceeding brought under or pursuant to or in the enforcement of the terms and provisions of this Agreement, the substantially prevailing party(ies) shall be entitled to recover (and the non-prevailing party(ies) shall be obligated to pay) all costs and expenses incurred by the substantially prevailing party(ies) in connection therewith, including reasonable attorneys' fees (as determined by court action) and court costs.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names as of the day and date first above written.

"CITY"

CITY OF CREVE COEUR, MISSOURI

By: [Signature]
Name: Harold Diekmann
Title: Mayor

ATTEST:

By: [Signature]
City Clerk

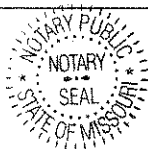
STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 5th day of March, 2009, before me, Laverne Collins,
a Notary Public in and for said state, personally appeared Harold Diekmann,
Mayor of the **City of Creve Coeur**, a charter city and political subdivision of the
State of Missouri, known to me to be the person who executed the within document in behalf of said City
of Creve Coeur and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

[Signature]
Notary Public

 LAVERNE COLLINS
My Commission Expires
July 30, 2010
St. Louis County
Commission #08428168

"DEVELOPER"

PACE-CREVE COEUR ASSOCIATES, L.L.C.

By: Pace-Graeser Associates, L.L.C., its Manager

By: *Douglas C. Huff*
Douglas C. Huff
its Manager

STATE OF MISSOURI)

)SS

COUNTY OF ST. LOUIS)

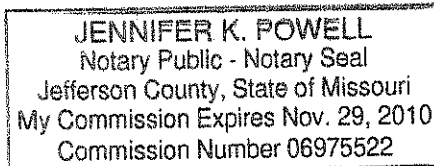
On this 19th day of March, 2009, before me, Jennifer K Powell, a Notary Public in and for said state, personally appeared **Douglas C. Huff, Manager of Pace-Graeser Associates, L.L.C.**, a limited liability company of the State of Missouri, **Manager of Pace-Creve Coeur Associates, L.L.C.**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

Nov 29, 2010

Jennifer K Powell
Notary Public



"TDD"
OLIVE/GRAESER TRANSPORTATION
DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

On this ____ day of _____, 20____, before me, _____, a
Notary Public in and for said state, personally appeared _____,
_____ of the **Olive/Graeser Transportation Development District**, a political
subdivision of the State of Missouri, known to me to be the person who executed the within document in
behalf of said transportation development district and acknowledged to me that he/she executed the same
for the purposes therein stated.

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

My Commission Expires:

Notary Public

"WOLFF"
CREVE COEUR REAL ESTATE VENTURE
IV, LLC

By: Susan W. Moriconi
Name: Susan W. Moriconi
Title: Manager

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 29th day of April, 2009, before me, Deborah M. Edwards, a
Notary Public in and for said state, personally appeared Susan W. Moriconi,
_____ of Creve Coeur Real Estate Venture IV, LLC, a limited liability company
of the State of Missouri, known to me to be the person who executed the within document in behalf of
said limited liability company and acknowledged to me that he/she executed the same for the purposes
therein stated.

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

Deborah M. Edwards
Notary Public

My Commission Expires:

January 24, 2010



DEBORAH M. EDWARDS
My Commission Expires
January 24, 2010
Jefferson County
Commission #06829333

"STERN"
FORSYTH INVESTMENTS LLC

By: Thomas A. Stern
Name: Thomas A. Stern
Title: Authorized Signatory

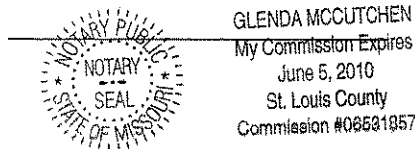
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 10th day of July, 2009, before me, Glenda McCutchen, a Notary Public in and for said state, personally appeared Thomas A. Stern, an Authorized Signatory for **Forsyth Investments LLC**, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

My Commission Expires:

Glenda McCutchen
Notary Public



"CREDIT UNION"
FIRST COMMUNITY CREDIT UNION
f/k/a Monsanto Credit Union

By: [Signature]
Name: Glenn D. BARKS
Title: President

STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

On this 20th day of March, 2009, before me, Barbara Carey, a Notary Public in and for said state, personally appeared Glenn D. Barks, President of **First Community Credit Union**, a credit union of the State of Missouri, known to me to be the person who executed the within document in behalf of said credit union and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

Feb 6, 2010

[Signature]
Notary Public



BARBARA S. CAREY
My Commission Expires
February 6, 2010
St. Charles County
Commission #06438694

"HUTKIN"
ADKINS FARMS, INC.

By: Oakleigh R. Adkins III
Name: OAKLEIGH R. ADKINS III
Title: PRESIDENT

STATE OF Missouri)
) SS
COUNTY OF St Louis)

On this 13 day of July, 2009, before me, Tracey A Coleman, a
Notary Public in and for said state, personally appeared Oakleigh R Adkins III,
President of **Adkins Farms, Inc.**, a corporation of the State of Illinois, known to me
to be the person who executed the within document in behalf of said corporation and acknowledged to me
that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

Tracey A Coleman
Notary Public



TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431883

"HUTKIN"

D HUTKIN FAMILY INVESTORS, LLC

By:

Name:

Title:

David S. Hutkin

DAVID S. HUTKIN, Manager

MANAGER

STATE OF MISSOURI)

) SS

COUNTY OF St Louis)

On this 10 day of July, 2009, before me, Tracey A Coleman, a Notary Public in and for said state, personally appeared David S. Hutkin, Sole Member of D Hutkin Family Investors, LLC, a limited liability company of the State of Missouri, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

Tracey A Coleman
Notary Public



TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

"HUTKIN"
ORA PROPERTIES, LLC

By: Oakleigh R Adkins III
Name: OAKLEIGH R. ADKINS III
Title: SALE MEMBER

STATE OF Missouri)
) SS
COUNTY OF St Louis)

On this 13 day of July, 2009, before me, Tracey A Coleman, a
Notary Public in and for said state, personally appeared Oakleigh R Adkins III,
Sale Member of ORA Properties, LLC, a limited liability company of the State of
Illinois, known to me to be the person who executed the within document in behalf of said limited
liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

Tracey A Coleman
Notary Public



TRACEY A. COLEMAN
My Commission Expires
June 27, 2010
Jefferson County
Commission #06431965

"HUTKIN"

10923 OLIVE PARTNERS, L.L.C.

By:

Name:

Title:

David L. Hutkin

DAVID L. HUTKIN

MANAGER

STATE OF MISSOURI)

) SS

COUNTY OF St. Louis)

On this 10 day of July, 2009, before me, Tracey A. Coleman, a Notary Public in and for said state, personally appeared David L. Hutkin, Manager of 10923 Olive Partners, L.L.C., a limited liability company of the State of Illinois, known to me to be the person who executed the within document in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

My Commission Expires:

Notary Public

Tracey A. Coleman



Exhibit A
Legal Description of the Developer Property

Parcel No. 1: Lot 1 of GRAESER ACRES PLAT NO. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 2: Lot 100 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records.

Parcel No. 3: Part of Lot 1 of the Subdivision in partition of the M. B. O'Reilly Farm in Sections 1 and 2, Township 45 North, Range 5 East described as follows: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant North 73 degrees 11 minutes West 136 feet from the intersection of said North line of Olive Street Road with the East line of said Lot 1; thence along the North line of said Olive Street Road, 60 feet wide, North 73 degrees 11 minutes West, 151.38 feet to a point; thence North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U. S. Survey 1962; thence along said Southeast line of U. S. Survey 1962, North 60 degrees East to the West line of property conveyed to Albert Graeser and wife; thence along said West line, South 1 degree 31 minutes West 342.19 feet, more or less, to the point of beginning, LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri, acting by and through the State Highway Commission of Missouri by instrument recorded in Book 5207 page 365 of the St. Louis County Records.

Parcel No. 4: A strip of ground One foot wide along the entire Southern part of Lot 101 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records Office.

Parcel No. 5: A tract of land in the Northeast $\frac{1}{4}$ of Section 2, Township 45 North, Range 5 East and being part of Lot 1 of the Subdivision in partition of the M.B. O'Reilly Farm, a plat of which is recorded in Plat Book 9 page 17 of the St. Louis County Records, and described as follows: Beginning at an iron pipe in the Northeast line of Olive Street Road distant North 73 degrees 11 minutes West 387.38 feet from its intersection with the East line of said Lot 1; said beginning point being the Southwest corner of property conveyed to Carl L. Graeser, et al, by deed recorded in Book 3137 page 621 of said County Records; thence along the West line of said property conveyed to Graeser, et al, North 12 degrees 35 minutes East 149.80 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West 206.09 feet, more or less, to its intersection with the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 153 feet to the beginning. EXCEPTING THEREFROM that part taken for road purposes by the State of Missouri ex rel in Cause No. 265592 of the Circuit Court of St. Louis County, Missouri, Commissioners' Report recorded in Book 5684 page 134 of the St. Louis County Records.

Parcel No. 6: Lot 2 of Graeser Acres Plat No. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 7: A tract of land in the Northeast $\frac{1}{4}$ of Section 2 Township 45 North, Range 5 East, and being part of Lot 1 of the Subdivision of the M. B. O'Reilly Farm, the plat of which is recorded in Plat Book 9 page 19 of the St. Louis County Records, and described as follows: Beginning at a point in the Northeast line of Olive Street Road, distant North 73 degrees 11 minutes West 287.38 feet from its intersection with the East line of said Lot 1, said beginning point being the Southwest

corner of property conveyed to C. W. McAlpin and wife by deed recorded in Book 3495 page 42 of said County Records; thence along the West line of said property so conveyed, North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West to the Northeast corner of property conveyed to Carl L. Graeser and wife by deed recorded in Book 1695 page 299 of said County Records; thence along the East line of said property so conveyed, South 12 degrees 35 minutes West 149.80 feet to a point in the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 100.00 feet to the point of beginning, LESS AND EXCEPTING THEREFROM that part taken for the widening of Olive Street Road In Cause No. 265592 of the Circuit Court of St. Louis County, the Report of Commissioners is recorded in Book 5684 page 134 of the St. Louis County Records.

Exhibit A-1
Legal Description of the Wolff Property

A TRACT OF LAND BEING PART OF LOT 7 OF THE PARTITION OF SAMUEL S. MATSON ESTATE IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A SET IRON PIPE WITH CAP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLIVE, 90 FEET WIDE, BOULEVARD, AND THE WEST RIGHT-OF-WAY LINE OF DAUTEL, 50 FEET WIDE, LANE, FROM WHICH POINT A FOUND RIGHT-OF-WAY MARKER BEARS 1.38 FEET SOUTH;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1477.69 FEET, AN ARC LENGTH OF 244.04 FEET, AND A CHORD BEARING NORTH 81 DEGREES 19 MINUTES 37 SECONDS WEST TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO A C OLIVE LLC BY DEED RECORDED IN BOOK 16071 PAGE 2963 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.38 FEET SOUTH;

THENCE ALONG THE EAST LINE OF SAID A C OLIVE LLC TRACT, NORTH 26 DEGREES 54 MINUTES 00 SECONDS WEST, 213.75 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT E. AND PAMELA D. WEHMUELLER BY DEED RECORDED IN BOOK 7300 PAGE 1232 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.23 FEET SOUTH AND 0.17 FEET WEST;

THENCE ALONG THE SOUTH LINE OF SAID WEHMUELLER TRACT, SOUTH 86 DEGREES 56 MINUTES 00 SECONDS EAST, 250.67 FEET TO A FOUND IRON PIPE AT AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY OF COUNTRY SQUIRE, 50 FEET WIDE, LANE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID COUNTRY SQUIRE LANE, SOUTH 75 DEGREES 40 MINUTES 00 SECONDS EAST, 80.17 FEET TO A POINT OF CURVATURE, FROM WHICH POINT A FOUND IRON PIPE BEARS 0.74 FEET SOUTH AND 1.88 FEET EAST;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.36 FEET, AND A CHORD BEARING SOUTH 36 DEGREES 17 MINUTES 30 SECONDS EAST TO A TO A SET IRON PIPE WITH CAP ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED DAUTEL LANE;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DAUTEL LANE, SOUTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, 168.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 55,829 SQUARE FEET OR 1.282 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

Exhibit A-2
Legal Description of the Stern Property

A tract of land in the North ½ of Section 2 Township 45 North Range 5 East and in U.S. Survey 1962 Township 45 North Range 5 East in the County of St. Louis, Missouri, and more particularly described as follows: Beginning at a railroad spike in the South line of Olive Street Road, as widened by instrument recorded in Book 5405 page 429 at its intersection with the West line of property conveyed to Joseph Henty and wife by deed recorded in Book 5095 page 489, thence South 1 degree 56-1/2 minutes West along the West line of property conveyed to Joseph Henty and wife, as aforesaid, 246.87 feet to a point in the North line of a 10 foot strip conveyed to Carl L. Graeser and wife, by Deed recorded in Book 2501 page 442; thence North 88 degrees 20 minutes West along the North line of said strip conveyed to Carl L. Graeser and wife, 193.61 feet to an old iron pipe at the Northeast corner of Lot 1 of Mary Meadows, a Subdivision according to the Plat thereof recorded in Plat Book 72 page 25 of the St. Louis County Records; thence South 86 degrees 38-1/2 minutes West along the North line of said Lot 1 of Mary Meadows 109.69 feet to an old iron pipe; thence North 0 degrees 32-1/2 minutes East 281.65 feet to an iron pipe in the South line of Olive Street Road, as widened, as aforesaid, and thence East along said South line of Olive Street Road 310.88 feet to the point of beginning, according to Survey thereof executed by Clayton Surveying & Engineering Company during March, 1966.

Exhibit A-3
Legal Description of the Hutkin Property

Parcel 1: Adjusted Lot 1 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Parcel 2: Adjusted Lot 2 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Exhibit A-4
Legal Description of the Credit Union Property

A tract of land being part of the Northeast one-quarter of Section 2, Township 45 North, Range 5 East, St. Louis County Missouri and being more particularly described as follows: Beginning at a point on the East line of Graeser Road, 40 feet wide; said point being 10.00 feet South of the prolonged South line of Olive Boulevard, 90 feet wide, as widened, by Deed recorded in Deed Book 5744 page 278; thence North 52 degrees 57 minutes East, a distance of 11.84 feet to a point, said point being 10.00 feet East of the prolonged East line of said Graeser Road, 40.00 feet wide; thence South 73 degrees 20 minutes East and along the said South line of Olive Boulevard, 90.00 feet wide, a distance of 427.40 feet to a point on the West line of Olive Crest First Addition, as per plat thereof recorded in Plat Book 13 page 52 of the St. Louis County Records; thence South 0 degrees 02 minutes West and along the West line of said Subdivision, a distance of 224.97 feet to a point; thence North 89 degrees 14 minutes West, a distance of 414.32 feet to a point in the East line of Graeser Road 40.00 feet wide; thence North 0 degrees 46 minutes West and along the said East line of Graeser Road, a distance of 334.90 feet to the point of beginning.

Exhibit A-5
Legal Description of the TDD

DEVELOPER PROPERTY:

Parcel No. 1: Lot 1 of GRAESER ACRES PLAT NO. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 2: Lot 100 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records.

Parcel No. 3: Part of Lot 1 of the Subdivision in partition of the M. B. O'Reilly Farm in Sections 1 and 2, Township 45 North, Range 5 East described as follows: Beginning at a point in the North line of Olive Street Road, 60 feet wide, distant North 73 degrees 11 minutes West 136 feet from the intersection of said North line of Olive Street Road with the East line of said Lot 1; thence along the North line of said Olive Street Road, 60 feet wide, North 73 degrees 11 minutes West, 151.38 feet to a point; thence North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U. S. Survey 1962; thence along said Southeast line of U. S. Survey 1962, North 60 degrees East to the West line of property conveyed to Albert Graeser and wife; thence along said West line, South 1 degree 31 minutes West 342.19 feet, more or less, to the point of beginning, LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri, acting by and through the State Highway Commission of Missouri by instrument recorded in Book 5207 page 365 of the St. Louis County Records.

Parcel No. 4: A strip of ground One foot wide along the entire Southern part of Lot 101 of GRAESER ACRES ADDITION, according to the plat thereof recorded in Plat Book 82 page 31 of the St. Louis County Records Office.

Parcel No. 5: A tract of land in the Northeast $\frac{1}{4}$ of Section 2, Township 45 North, Range 5 East and being part of Lot 1 of the Subdivision in partition of the M.B. O'Reilly Farm, a plat of which is recorded in Plat Book 9 page 17 of the St. Louis County Records, and described as follows: Beginning at an iron pipe in the Northeast line of Olive Street Road distant North 73 degrees 11 minutes West 387.38 feet from its intersection with the East line of said Lot 1; said beginning point being the Southwest corner of property conveyed to Carl L. Graeser, et al, by deed recorded in Book 3137 page 621 of said County Records; thence along the West line of said property conveyed to Graeser, et al, North 12 degrees 35 minutes East 149.80 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West 206.09 feet, more or less, to its intersection with the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 153 feet to the beginning. EXCEPTING THEREFROM that part taken for road purposes by the State of Missouri ex rel in Cause No. 265592 of the Circuit Court of St. Louis County, Missouri, Commissioners' Report recorded in Book 5684 page 134 of the St. Louis County Records.

Parcel No. 6: Lot 2 of Graeser Acres Plat No. 1, according to the plat thereof recorded in Plat Book 58 page 40 of the St. Louis County Records.

Parcel No. 7: A tract of land in the Northeast $\frac{1}{4}$ of Section 2 Township 45 North, Range 5 East, and being part of Lot 1 of the Subdivision of the M. B. O'Reilly Farm, the plat of which is recorded in Plat Book 9 page 19 of the St. Louis County Records, and described as follows: Beginning at a point in the Northeast line of Olive Street Road, distant North 73 degrees 11 minutes West 287.38 feet from its intersection with the East line of said Lot 1, said beginning point being the Southwest

corner of property conveyed to C. W. McAlpin and wife by deed recorded in Book 3495 page 42 of said County Records; thence along the West line of said property so conveyed, North 6 degrees 23 minutes East 226.93 feet to a point in the Southeast line of U.S. Survey 1962; thence along said survey line, South 60 degrees 20 minutes West to the Northeast corner of property conveyed to Carl L. Graeser and wife by deed recorded in Book 1695 page 299 of said County Records; thence along the East line of said property so conveyed, South 12 degrees 35 minutes West 149.80 feet to a point in the Northeast line of Olive Street Road; thence along said road line, South 73 degrees 11 minutes East 100.00 feet to the point of beginning, LESS AND EXCEPTING THEREFROM that part taken for the widening of Olive Street Road In Cause No. 265592 of the Circuit Court of St. Louis County, the Report of Commissioners is recorded in Book 5684 page 134 of the St. Louis County Records.

WOLFF PROPERTY:

A TRACT OF LAND BEING PART OF LOT 7 OF THE PARTITION OF SAMUEL S. MATSON ESTATE IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A SET IRON PIPE WITH CAP AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF OLIVE, 90 FEET WIDE, BOULEVARD, AND THE WEST RIGHT-OF-WAY LINE OF DAUTEL, 50 FEET WIDE, LANE, FROM WHICH POINT A FOUND RIGHT-OF-WAY MARKER BEARS 1.38 FEET SOUTH;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1477.69 FEET, AN ARC LENGTH OF 244.04 FEET, AND A CHORD BEARING NORTH 81 DEGREES 19 MINUTES 37 SECONDS WEST TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO A C OLIVE LLC BY DEED RECORDED IN BOOK 16071 PAGE 2963 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.38 FEET SOUTH;

THENCE ALONG THE EAST LINE OF SAID A C OLIVE LLC TRACT, NORTH 26 DEGREES 54 MINUTES 00 SECONDS WEST, 213.75 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ROBERT E. AND PAMELA D. WEHMUELLER BY DEED RECORDED IN BOOK 7300 PAGE 1232 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS, FROM WHICH POINT A FOUND IRON PIPE WITH MAG NAIL BEARS 0.23 FEET SOUTH AND 0.17 FEET WEST;

THENCE ALONG THE SOUTH LINE OF SAID WEHMUELLER TRACT, SOUTH 86 DEGREES 56 MINUTES 00 SECONDS EAST, 250.67 FEET TO A FOUND IRON PIPE AT AN ANGLE POINT IN THE SOUTH RIGHT-OF-WAY OF COUNTRY SQUIRE, 50 FEET WIDE, LANE;

THENCE ALONG THE SOUTH RIGHT-OF-WAY OF SAID COUNTRY SQUIRE LANE, SOUTH 75 DEGREES 40 MINUTES 00 SECONDS EAST, 80.17 FEET TO A POINT OF CURVATURE, FROM WHICH POINT A FOUND IRON PIPE BEARS 0.74 FEET SOUTH AND 1.88 FEET EAST;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 34.36 FEET, AND A CHORD BEARING SOUTH 36 DEGREES 17 MINUTES 30 SECONDS EAST TO A TO A SET IRON PIPE WITH CAP ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED DAUTEL LANE;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID DAUTEL LANE, SOUTH 03 DEGREES 05 MINUTES 00 SECONDS WEST, 168.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 55,829 SQUARE FEET OR 1.282 ACRES AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

STERN PROPERTY:

A tract of land in the North ½ of Section 2 Township 45 North Range 5 East and in U.S. Survey 1962 Township 45 North Range 5 East in the County of St. Louis, Missouri, and more particularly described as follows: Beginning at a railroad spike in the South line of Olive Street Road, as widened by instrument recorded in Book 5405 page 429 at its intersection with the West line of property conveyed to Joseph Henty and wife by deed recorded in Book 5095 page 489, thence South 1 degree 56-1/2 minutes West along the West line of property conveyed to Joseph Henty and wife, as aforesaid, 246.87 feet to a point in the North line of a 10 foot strip conveyed to Carl L. Graeser and wife, by Deed recorded in Book 2501 page 442; thence North 88 degrees 20 minutes West along the North line of said strip conveyed to Carl L. Graeser and wife, 193.61 feet to an old iron pipe at the Northeast corner of Lot 1 of Mary Meadows, a Subdivision according to the Plat thereof recorded in Plat Book 72 page 25 of the St. Louis County Records; thence South 86 degrees 38-1/2 minutes West along the North line of said Lot 1 of Mary Meadows 109.69 feet to an old iron pipe; thence North 0 degrees 32-1/2 minutes East 281.65 feet to an iron pipe in the South line of Olive Street Road, as widened, as aforesaid, and thence East along said South line of Olive Street Road 310.88 feet to the point of beginning, according to Survey thereof executed by Clayton Surveying & Engineering Company during March, 1966.

HUTKIN PROPERTY:

Parcel 1: Adjusted Lot 1 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Parcel 2: Adjusted Lot 2 of the Westchase Shops Subdivision, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 353, Page 950 in the Office of the Recorder of Deeds of St. Louis County, Missouri.

CREDIT UNION PROPERTY:

A tract of land being part of the Northeast one-quarter of Section 2, Township 45 North, Range 5 East, St. Louis County Missouri and being more particularly described as follows: Beginning at a point on the East line of Graeser Road, 40 feet wide; said point being 10.00 feet South of the prolonged South line of Olive Boulevard, 90 feet wide, as widened, by Deed recorded in Deed Book 5744 page 278; thence North 52 degrees 57 minutes East, a distance of 11.84 feet to a point, said point being 10.00 feet East of the prolonged East line of said Graeser Road, 40.00 feet wide; thence South 73 degrees 20 minutes East and along the said South line of Olive Boulevard, 90.00 feet wide, a distance of 427.40 feet to a point on the West line of Olive Crest First Addition, as per plat thereof recorded in Plat Book 13 page 52 of the St. Louis County Records; thence South 0 degrees 02 minutes West and along the West line of said Subdivision, a distance of 224.97 feet to a point; thence North 89 degrees 14 minutes West, a distance of 414.32 feet to a point in the East line of Graeser Road 40.00 feet wide; thence North 0 degrees 46 minutes West and along the said East line of Graeser Road, a distance of 334.90 feet to the point of beginning.

Exhibit B
Form of Certificate of Reimbursable Costs

Certificate of Reimbursable Project Costs

TO:

Re: City of Creve Coeur, Missouri, Olive/Graeser TDD

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the District Development Agreement dated as of _____, 20____ (the "Agreement"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a TDD Eligible Cost and was incurred in connection with the construction of the Infrastructure Improvements.
2. These TDD Eligible Costs have been paid by the Developer and are reimbursable under the TDD Act and the Agreement.
3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived from the TDD Fund, and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon Developer or the TDD any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Infrastructure Improvements for which this certificate relates have been issued and are in full force and effect.
6. All Infrastructure Improvements for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20_____.

PACE-CREVE COEUR ASSOCIATES, L.L.C.

By: _____
Name: _____
Title: _____

Approved for Payment this _____

By: _____
Name: _____
Its: _____

**CERTIFICATE OF REIMBURSABLE COSTS
SCHEDULE 1**

<u>Payee and Address</u>	<u>Amount</u>	<u>Description</u>
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**Exhibit D
Sales Tax Reporting Form**

**OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT
SALES TAX REPORTING FORM**

Business Name	Taxable Sales (line 3 of state form)																			
DBA Name	Tax Rate * %																			
Business Location	Amount Due (taxable sales x tax rate)																			
	Less Timely Payment Discount (2%)																			
	Total Tax Due																			
Tax Period	Interest for Late Payment *																			
The reporting period and the due date are the same as it is for the State Sales Tax.	Additions to Tax *																			
Make Checks payable to: City of Creve Coeur 300 N. New Ballas Road Creve Coeur, Missouri 63144	Less Approved Credit																			
	Pay This Amount																			
Include a copy of State Sales Tax Form	*Calculated on the same basis as the State Sales Tax filing.																			
I have direct control, supervision or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate and complete return. I attest that I have no sales to report for locations left blank.																				
Signature										Date					Thank You for Your Prompt Payment					

Exhibit E
Business Registration Form

BUSINESS REGISTRATION FORM
OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT

This form must be filed with the Olive/Graeser Transportation Development District, or its authorized representative, within ten (10) days of a retailer being subject to the TDD Sales Tax. No bond is required so long as the retailer possesses a valid Missouri Sales Tax License.

Missouri Integrated Tax System Account Number: _____

Business Name: _____

Business Address: _____

Mailing Address: _____

Contact Person: _____

Contact Telephone Number: _____

Type of Business Entity: _____

Name of Owner: _____

Address of Owner: _____

Type of Business: (Circle one or specify.)

1) Retail 2) Food Service 3) Entertainment 4) Other: _____

When will the business pay state sales tax? (Circle one.)

1) Quarter monthly 2) Quarterly 3) Monthly 4) Annually

If you have any questions regarding business registration in the Olive/Graeser Transportation Development District, please call _____, Executive Director of the District, at (____) _____.



MEMORANDUM CITY OF CREVE COEUR DIELMANN RECREATIONAL COMPLEX

To: Mark Perkins
From: Fran Thies
CC:
Date: 2/27/2012
Re: Ladies Leagues down payments

At the last Council work session I presented our implementation of a down payment for the morning ladies leagues. These are the only leagues that do not pay any league fee up front to secure their position. In the past we have had difficulty with these groups adhering to scheduled tee times. We currently have three of these ladies leagues on weekday mornings.

All 3 league presidents were given notice of the new down payment plan (see attached letter) and to date two of the leagues have paid the amount and agreed to give prior notice of non-use. We received a letter from a member of the third league, Mrs. Doris Nistler, requesting we reconsider due to the burden it will place on their league. I contacted Mrs. Nistler to explain this is fully refundable if they adhere to the practice of giving notice of tee time cancellations. She seemed to better understand our position on trying to better schedule staff and recoup play from unused times.

Mrs. Nistler plans on attending a Council meeting to discuss her views on the golf courses financial viability. A paper copy of her letter has been forwarded to you.

Doris Nistler
535 Fairways Circle
St. Louis, MO 63141
(314) 692-7281
February 16, 2012

Mrs. Fran Thiess, Director of Parks and Recreation
City of Creve Coeur
11400 Olde Cabin Road
Creve Coeur, Missouri 63141

Dear Mrs. Thiess,

West County Women's Golf League request that Creve Coeur Golf Course reconsider implementation of \$100 deposit required to reserve standing tee times for our league.

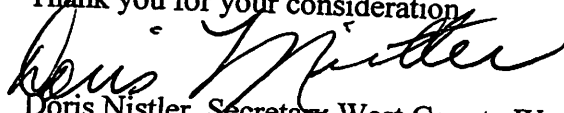
Although we understand the purpose of this deposit, our league is small and we feel such requirement would impose undue hardship upon our players and we would run the risk of losing members. It may also lead to disbanding of our league. This would be unfortunate as many of members are older or inexperienced golfers and our league is one of the few willing to accommodate them.

We have prospects of new members for our league, but hesitate to pursue the possibility because of the deposit requirement, as a league tee time deposit is unfamiliar to many golfers and would most likely be a deterrent in obtaining new members. We have contacted three municipal golf courses in the West County area and none of them have implemented such a tee time deposit for their leagues.

However, we are aware of financial circumstances facing Creve Coeur golf course, and we want to cooperate and do what we can to assist. At our fall banquet last year we discussed ways in which our league could make better use of our tee time reservations. Having more strident league requirements on attendance would help as well. We would like an opportunity to implement league rules which should result in a more efficient use of our tee times and ultimately result in cost savings to the golf course.

Our Monday league is a great source of pleasure to most of us and we would like to continue playing at Creve Coeur with the reserved golf tee times as we have in the past. We would appreciate meeting with you and Mr. Brink to discuss the possibility of alternatives that would be satisfactory and beneficial to the course and also result in the continuance of our league.

Thank you for your consideration



Doris Nistler, Secretary West County Women's Golf League
Cc: Tim Brink



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 1, 2012

Dear Ladies League Representative,

Welcome to the 2012 Golf Season. In an effort to be more efficient with the scheduling of tee times the golf course is implementing a \$100 down payment for all yearly leagues that do not pay league fees up front. The golf course is requiring a 24 notice to cancel any standing tee times. Failure to do so may result in the league being billed for the unused times.

At the conclusion of each leagues season, all money remaining in your down payment account will be applied to an end of season tournament or luncheon. We encourage you to talk to your members regarding the courtesy of cancellation notification. Thank you for your cooperation in this matter.

Sincerely,

Tim Brinks
Asst. Director of Recreation
City of Creve Coeur

From: Scott Saunders [<mailto:scott.saunders4@yahoo.com>]

Sent: Wednesday, March 07, 2012 3:50 PM

To: Perkins, Mark C.; Joyka234@aol.com

Cc: JeanneRhoades; Thies, Fran

Subject: Re: A Complaint - I think

Mark:

Thanks so much for your quick attention to this question.

Can I ask that we put this on the agenda for the City Council Meeting Monday night under Business from the Council on my behalf?

I just want to offer the opportunity for the full Council to provide some additional input and discussion to be sure that we are all on the same page regarding the goals and objectives of the down payment.

Ms. Katz perhaps you and Ms. Nistler would be available to contribute your thoughts to the discussion?

Scott

From: "Perkins, Mark C." <MPerkins@ci.creve-coeur.mo.us>

To: "Joyka234@aol.com" <Joyka234@aol.com>

Cc: JeanneRhoades <rhoades.jeanne@yahoo.com>; "Saunders, Scott" <scott.saunders4@yahoo.com>; "Thies, Fran" <fthies@ci.creve-coeur.mo.us>

Sent: Wednesday, March 7, 2012 3:10 PM

Subject: RE: A Complaint - I think

Ms. Katz,

The City of Creve Coeur values your patronage of the golf course. Council Member Saunders touches on the objectives of the down payment in his email. We are trying to balance the needs of our leagues with the need to run the course as efficiently as possible, including making the course available to other golfers in the event of cancellations.

The \$100 down payment for a 16-player league amounts to about \$6 per player for the season. Any remaining funds at the end of the season are applied to a post-season tournament or luncheon.

These policies are not uncommon among municipal golf courses, but our objective is certainly to retain your group at our course.

I would be happy to discuss this matter further if you would like.

Sincerely,

Mark Perkins, ICMA-CM
City Administrator

City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141
314.872.2511
www.creve-coeur.org

From: Scott Saunders [<mailto:scott.saunders4@yahoo.com>]
Sent: Saturday, March 03, 2012 12:56 PM
To: Joyka234@aol.com; Saunders, Scott
Cc: Perkins, Mark C.; JeanneRhoades
Subject: Re: A Complaint - I think

Ms. Katz.

Thank you for contacting me...I do not have the answers on hand to ALL of your questions...but I promise to help seek them for you. As an important step in that direction...I hope you don't mind but I am forwarding your e-mail on to our City Administrator Mark Perkins for some further clarifications.

First...let me say that your group is precisely the type of residents for whom the Municipal Golf Course is well suited and in my mind for whom it is especially worth attempting to preserve as a community resource.

As you may be aware the financial status of the golf course continues to be a point of concern and controversy among different factions of residents who do or do not make use of the golf course. I want to assure you that any and all currently proposed changes to course policies and procedures at the moment have as a primary focus to improve efficiency (and therefor financial stability)...so as to protect this as a community resource precisely for groups like your own...and certainly in no way to drive you to another course or community.

That being said...to that end there have been great efforts to ensure that we fill as many low demand tee times as possible...in many case for example using the internet etc. as mechanisms of enhancing bookings. This has also prompted attempts to insure that we have adequate notice of cancellations such that we can efficiently fill those vacant times.

I am aware of a recent correspondence from Doris Nistler, Secretary West County Woman's Golf League expressing some similar concerns as yourself. Is she from your same League? I also know that Fran Thies has been in contact with her...and apparently clarified our goals and objectives and the fact that funds were in fact fully refundable if her group adhered to the practice of giving notice of tee time cancellations. If she is from your same group...I just want to be sure that you contact her and everyone is in the loop with that same information.

Mark I am sure can provide some further clarifications to your questions...I am sure I speak for both Jeanne and myself when I say that we would both be happy to help in any way in furthering discussions that help insure that our golf course continues to serve your groups needs.

Regards,

Scott Saunders
Ward 4 City Council

From: "Joyka234@aol.com" <Joyka234@aol.com>
To: ssaunders@ci.creve-coeur.mo.us
Sent: Saturday, March 3, 2012 12:11 PM
Subject: A Complaint - I think

Scott, my name is Joyce Katz, and I reside at 234 Chamonix Ct. in Lac Du Bois. I play golf twice a week at the Creve Coeur Course in 2 ladies' leagues.

Right now, the leagues are getting ready for the 2012 season. Imagine our dismay when we were notified that a new policy is now in place, when we came together for our spring officers' meeting last week!

Each league must now pay up front the amount of \$100 as a reservation fee for the course to hold tee times for us! It seems as if the course fears that any of the tee times left empty will hurt business. Since we have already announced and collected our dues for the season, it would be very bad practice to slap an additional charge on our members now.

The ladies' leagues play on weekday mornings, and it is unusual to see others on the course at that time (as opposed to the men's after-work leagues, which play at prime early evening times).

When we asked for the details of this plan, it was extremely vague. As I understand it:

1. They said we MIGHT be charged against the \$100 for golfers who don't show up. Charged what? Since there are several rates (resident, non-resident, riding, walking, senior) they could not say what the charge might be, or if there WOULD even be a charge if golfers were able to cancel 24 hours in advance.
2. We have mostly older ladies, and family and physical emergencies can occur the morning of play, causing a need to cancel. Also, golfers with family responsibilities often must sign up right on the day of play. What about these? And what constitutes a "full" tee time---2 players, 3, 4?
3. At the end of the season, the \$100 will be retained by the course. This comes right out of any prize money for the golfers that we collected (which isn't much anyway).
4. Inquiries made at nearby courses resulted in learning that they have no up-front fees, and they would very much like to invite our leagues to transfer over. It's a thought! So for the \$100, the course would be losing the fees from some 12-16 golfers playing once a week for the whole season. This is not good business.

Can you look into this for me? We would like this \$100 nonsense removed for this year, and perhaps thought through a little better for the future. then leagues to plan how to pass this on to members in an equitable fashion all could agree upon.

Sincerely, Joyce Katz (H: 314-878-4521, C: 314-779-4174)

Draft Summary of Committee Meeting – Saturday, February 24, 2012

Plans for event honoring Harold Dielmann for his 28 years of service to Creve Coeur.

Committee Present at planning meeting: Sheila Weaver, Rhoda O'Brien, Joan McNulty, Jenny Wolkowitz, Dave Kreuter, Laverne Collins, Ray Dobinsky, Harvey Cantor, Mark Schupp, Jill Schupp, Tara Nealy and Fran Cantor

Also on Committee: Bob Haddenhorst, Dudley McCarter, Sue Basely, Kelly Hackman, Dan Tierney

Summary of Plans and schedule

What/Action	By whom	By when
Contact Harold to see which institutions/business he suggests as possible sponsors: See page 3	Dave Kreuter	Week of March 5
Secure Council Approval	Rhonda O'Brien and Joan McNulty will represent the committee to Council	March 12, 2012
Location of Event: Skip Viragh Performing Arts Center at Chaminade College Preparatory School	Fran or Mark Perkins to contact Chaminade once Council approves	Make deposit to hold as soon as possible
Contact potential Sponsors	Mark Schupp	After Council approval at March 12 th meeting
Save-the-Date information in April Creve Coeur newsletter	Mark P. and Fran ask Sharon Stott, Mark Schupp input	Immediately after Council approval
Save-the-Date email	If email list sent to Fran, she will send email – or if City will do email blast, even better- (design input from Mark P., Mark S., Sharon S.)	By 2 nd week of April
Contact officials of other municipalities	Committee Members to contact these individuals personally	
Design tear-off invite for May Creve Coeur newsletter	Mark Schupp	mid-April
Mail paper invitations as needed	Pat Dielmann will mail their personal invites	

Ask Chaminade if we can bring in our own beverages	Fran	Done. The answer is YES. Bartenders are \$12 and hour and we need 2 for the “duration” of the event. I think we only need them until we go in to the program. They need to be there early and stay to clean up - \$100.
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Info to present to Council:

Item		Anticipated Cost
Venue - Skip Viragh Performing Arts Center at Chaminade College Preparatory School, June 9, 2012 from 5 to 7 p.m.	charge for the facility represents a discount	\$805
Total anticipated cost	Facility charge of \$805 plus rental of table linens, centerpieces, beverages purchased in advance, bartender, printing and postage, gift and the charge per person of \$17 for “heavy” hors d’oeuvres.	\$6000 to \$6500
Charge per person to public	price to be dependent on venue and sponsorship; complimentary attendance for Mayor and Mrs. Dielmann;	\$30 per person to be collected at Gov’t Center;
Funds to be requested from City	Based on 200 attendees at a charge of \$30 per person to attend; several large sponsors; and the financial backing of \$1500 from the City, the result should be a small surplus of funds collected over the total amount spent. Any surplus funds to remain with the City. Fewer attendees will result in incurring a larger amount of fixed expenses that may not be offset by the charge for attendance. Budget is, thus, forecast to break-even at low attendance or, hopefully, to collect more than is spent and be able to refund the City its financial contribution	• \$1500 • Charge of \$30 per attendee • Secure Sponsors

Possible Sponsors – Solicitation subject to City Council Approval:

Mercy Hospital
Marvin Gelber Enterprises
The Koman Group
Noles Properties
Weber Chevrolet
Plaza Motors
Capitol Land
Dierberg's
Schnucks
Solon-Gershman
Wolff Properties
HBE
Lester Miller
Pasta House
Reuther Automotive
EVS Realty
Danforth Plant Science Center
Monsanto
Land Dynamics
Hallmark of Creve Coeur

As of March 7, 2012



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 24, 2012

TO: Mr. Mark Perkins, City Administrator

CC: Mr. James Heines, Director of Public Works

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

SUBJECT: Project Update and Discussion
Olive Boulevard Transportation Development District
Creve Coeur, Missouri

The Olive Boulevard Transportation Development District (Olive TDD) has, over the past year, shifted its focus from the implementation of the Phase 1 Improvement Project to other projects as a result of the lack of supplemental funding necessary for the Phase 1 project.

The current proposal is to continue the burial of the overhead utilities along Olive Boulevard, which is currently in the design phase. The expectation is that this project will be complete by the end of the 2013 construction season.

Evaluation of Construction Options

In the spring of 2011, it became evident that the anticipated supplemental financing arrangement would not come to fruition. As a result, City staff was asked to review the available construction options within the budget of the Olive TDD. City staff developed two proposals for reducing the scope of the Phase 1 project to the maximum extent possible, with each proposal focusing on one of the two intersections involved in the Phase 1 project. Unfortunately, the projected cost of each of these options exceeded the available Olive TDD funds.

Traffic Study. Olive Boulevard is owned and maintained by the Missouri Department of Transportation (MoDOT), and, as such, all work performed on Olive Boulevard must be permitted through MoDOT. Because the Phase 1 improvements had been justified to MoDOT to date through a traffic study of the Olive corridor, MoDOT indicated that an update to this traffic study would be needed to justify the reduction in the scope of the Phase 1 project. As a result, the design engineer for the Phase 1 project, Crawford Bunte Brammeier (CBB), developed a proposal to update the traffic study.

Olive TDD Board Meeting. The Olive TDD Board met on July 12, 2011, and reviewed both the construction options developed by City staff and the traffic study update proposal developed by CBB. City staff presented the apparent construction options to the Olive TDD Board and discussed the necessity of the traffic study. The Olive TDD Board discussed that it was unclear what benefit the updated traffic study would have, considering that the Olive TDD budget was not sufficient to cover either of the apparent roadway improvement options. Furthermore, given the cost of the traffic study update, the Olive TDD Board felt that it would be less able to implement any project should it pursue the study.

The Olive TDD Board determined that pursuit of the Phase 1 Improvement Project was no longer prudent. City staff was then directed to investigate other alternatives, including the continued burial of utility lines along Olive, and to report its findings to the Olive TDD Board.

Evaluation of Construction Options

City staff reviewed three (3) possibilities for roadway improvements, including street lighting projects and the continued burial of utility lines along Olive Boulevard:

1. Utility line burial along Olive Boulevard between North New Ballas Road and Orchard Lake Drive. This project would occur in two phases, with the Olive TDD's electrical contractor making certain improvements prior to the burial of lines by Ameren.
2. The addition of four (4) street lights along Olive Boulevard between Old Ballas Road and Craig Road.
3. The addition of up to six (6) decorative lights along the sidewalk of North New Ballas Road just south of Olive Boulevard.

Upon consultation with Ameren and a private contractor, preliminary project scopes and cost estimates were developed for these projects.

These preliminary proposals were presented to the Olive TDD Board at its meeting on September 7, 2011. The Olive TDD Board reviewed the proposals and their projected budgets and determined that the utility line burial, being the largest of the three projects, should be pursued first. City staff was then directed to coordinate with Ameren to develop design plans for the utility line burial.

Progress Report for Utility Line Burial

City staff has met with representatives from Ameren on several occasions throughout the winter of 2011-2012 to discuss the scope of the project for both Ameren and the Olive TDD's electrical contractor. Ameren is currently in the process of designing the project (to include the work to be performed by Ameren and that by the TDD's contractor), and Ameren anticipates that the plans will be complete by August 2012.

Approvals. City staff plans to present the Ameren design and cost estimate to the Olive TDD Board for their consideration upon completion of the plans. Should the Olive TDD Board agree to pursue the project, the plans would be sent to MoDOT for their consideration and approval. The project proposal would also be brought before the City's Planning and Zoning Commission for their review. These presentations and reviews are anticipated to last at least a month after the date of TDD approval.

Construction outlook. City staff anticipates that, should the project be approved and permitted by September 1, 2011, the work to be performed by the Olive TDD's contractor could be publicly let, awarded, and constructed by early 2013. This being the case, Ameren would be expected to follow with utility line burial later in 2013.