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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, July 09, 2012
7:00 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

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

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT AGENDA

a. Council Minutes dated June 25, 2012

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated July 3, 2012 in the amount of \$581,909.43 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5376 - An Ordinance Amending Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Allowing Retail Bakeries On Sites Of Less Than Four Acres In The "MX" Mixed Use Zoning District. Final Reading and Passage

Summary: Currently, retail bakeries in the MX District are permitted uses on sites of four or more acres per Section 405.340(B)(3). Stanley Wallach, representing Shoppes at Westgate, LLC, has submitted a request to consider certain amendments to Section 405.340(B) to allow retail bakeries as a permitted use on sites of less than four acres. The Planning and Zoning Commission recommended approved on Monday, June 18, 2012.



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, July 09, 2012
7:00 PM

3. **Bill No. 5377 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A License To Utilize Easement With The Missouri – American Water Company Regarding The Widening Of South New Ballas Road. Final Reading and Passage**
Summary: Missouri American Water Company has agreed to allow the City to expand South New Ballas above an existing easement pursuant to the proposed License.
4. **Bill No. 5378 - An Ordinance Updating Chapter 230 Of The Creve Coeur Code Of Ordinances Concerning Human Rights. First Reading**
Summary: The ordinance would amend Chapter 230 of the City Code by expressly prohibiting discrimination based on actual or perceived gender, gender identity or sexual orientation, as defined by applicable state and federal law. Additional amendments are proposed throughout Chapter 230 to clarify that illegal discriminatory practices are prohibited and that the City Code complies with and uphold state and federal laws concerning discrimination.

NEW BUSINESS

5. **Resolution No. 1013 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With County Asphalt Paving Company, Inc., For Asphalt Pavement Resurfacing Related To The Street Repair Program For The 2013 Fiscal Year For \$262,112.89.**
Summary: City staff recommends award of the 2012 Asphalt Pavement Resurfacing Project to County Asphalt Paving Company.
6. **Resolution No. 1014 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Missouri Petroleum For Asphalt Pavement Surface Treatments Related To The Street Repair Program For The 2013 Fiscal Year For \$171,735.00.**
Summary: City staff recommends the award of the annual micro-surfacing contract to Missouri Petroleum.
7. **Resolution No. 1015 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With M & H Concrete Contractors, Inc. For Concrete Slab Repairs Related To The Street Repair Program For The 2013 Fiscal Year For \$452,967.00.**



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, July 09, 2012
7:00 PM

Summary: City staff recommends award of the City's 2012 concrete pavement repairs to M&H Concrete due to their low bid and past performance.

8. Resolution No. 1016 - A Resolution Adopting The Revised Policy for the City of Creve Coeur for Investment of Surplus City Monies.

Summary: Staff proposes to update the City's investment policy to clarify authority to invest in FDIC Insured Certificates of Deposit and make other technical changes.

APPOINTMENTS

9. Director of Recreation

Summary: This appointment will fill the vacancy created by the resignation of Fran Thies.

10. Appointment to Economic Development Commission

Summary: Appointment of Chamber of Commerce Member to the EDC.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

11. Millennium Park Debt Retirement In FY2014

Summary: Discussion Of Using Projected 2012 And 2013 General Fund Surpluses To Retire Millennium Park Debt In FY2014

12. Olive-Graeser TDD Update

Summary: Staff will provide an update on the Olive-Graeser Transportation Development District.

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 7/5/2012

Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, June 25, 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 Mayor Glantz at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, June 25, 2012.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz said an invocation and asked for a moment of silence for Steve Aul and Bob McNulty whom both recently passed away.

ROLL CALL

The following members were in attendance:

Mr. Glantz	Mayor
Mr. Kreuter	Council Member Ward I
Mrs. Kistner	Council Member Ward I
Mr. Hoffman	Council Member Ward III
Mrs. D'Alfonso	Council Member Ward III
Mr. Saunders	Council Member Ward IV

* Absent: Council Members Wang, Nealey and Rhoades

PROCLAMATION – Bob McNulty

Mayor Glantz stated the proclamation for Mr. McNulty will not be presented at this meeting.

COMMENTS FROM THE GENERAL PUBLIC

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

None

ACCEPTANCE OF AGENDA

Council Member Kistner announced that she would be requesting that Item 7 – Bill No. 5378 be deferred until there is a full Council.

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

Council Member Kreuter – Aye
Council Member D'Alfonso – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 25, 2012
7:00 PM

Council Member Kistner – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried.

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT ORDINANCE READINGS

a. Bill No. 5372 - An Ordinance To Vacate An Easement Located On Adjusted Lot 1 Of Ballas Homes Place (King's Landing). Final Reading

b. Bill No. 5375 - An Ordinance Amending Section 210.320 Of The Code Of Ordinances Regarding Trespassing. Final Reading

City Clerk read Bill Nos. 5372 and 5375 for the final time.

CONSENT AGENDA

Council Member Kistner moved, seconded by Council Member D'Alfonso to approve the Consent Agenda as presented.

c. Council Minutes dated June 11, 2012

d. Bill No. 5372 - An Ordinance To Vacate An Easement Located On Adjusted Lot 1 Of Ballas Homes Place (King's Landing). Final Passage

e. Bill No. 5375 - An Ordinance Amending Section 210.320 Of The Code Of Ordinances Regarding Trespassing. Final Passage

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

Council Member Hoffman – Aye

Council Member Saunders – Aye

Council Member Kistner – Aye

Council Member Kreuter – Aye

Council Member D'Alfonso – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried. Bill No. 5372 becomes Ordinance No. 5256 and Bill No. 5375 becomes Ordinance No. 5257.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated June 20, 2012 in the amount of \$280,476.87 has been provided for Council review. No vote is required.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 25, 2012
7:00 PM

UNFINISHED BUSINESS

2. Bill No. 5373 - An Ordinance Amending The Adopted 2011-2012 General Fund, Enterprise Fund, Capital Fund And Retirement 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. 5373 for the final time.

Council Member Kistner moved, seconded by Council Member Kreuter to approve Bill No. 5373.

Mark Perkins asked Council to incorporate some amendments as outlined in Dan Smith's memo dated June 21, 2012.

Council Member Kistner moved, seconded by Council Member Hoffman to amend Bill No. 5373 and incorporate the proposed changes as outlined by staff, with the vote upon such motion being as follows, to-wit:

Council Member Kistner – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried.

Mayor Glantz called the question to approve Bill No. 5373 as amended, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member D'Alfonso – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Kistner – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried. Bill No. 5373 becomes Ordinance No. 5258.

3. Bill No. 5374 - An Ordinance Adopting the Annual Budget of the City of Creve Coeur for the Fiscal Year 2013 Commencing July 1, 2012 and Appropriating Funds Pursuant Thereto. Final Reading and Passage

City Clerk read Bill No. 5374 for the final time.



CITY OF CREVE COEUR – MINUTES
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Council Member Kistner moved, seconded by Council Member Hoffman to approve Bill No. 5374, with the vote upon such motion being as follows, to-wit:

Council Member D'Alfonso – Aye
Council Member Kreuter – Aye
Council Member Kistner – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried. Bill No. 5374 becomes Ordinance No. 5259.

NEW BUSINESS

4. Bill No. 5376 - An Ordinance Amending Chapter 405, The Zoning Ordinance, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri, By Allowing Retail Bakeries On Sites Of Less Than Four Acres In The "MX" Mixed Use Zoning District. First Reading

City Clerk read Bill No. 5376 for the first time.

Stan Wallach, Attorney for the applicant stated the property is located at the Shops at West Gate. Since it has been leaked by the press, the business will be Ray's Donuts just like the store in Olivette. Currently, the Code requires donut shops to be on four acres or larger sites. That is a requirement that went into place when the MX District was being developed. Staff concluded the Code is outdated and the Planning and Zoning Commission voted unanimously last week to recommend approval of the request to eliminate the four acre minimum for retail bakeries so that a donut shop can fill a vacancy at this shop.

Council Member D'Alfonso stated considering this is the second thing that has come up with the mixed use plan and as a suggestion maybe we should have our Economic Development Commission and Planning and Zoning review our plan if applications keep coming forward proving our Code is outdated.

Paul Langdon stated when the District was first created this area was largely old houses and there was an effort and a northwest sector plan to see some sort of coordinated development. The MX District that was created had this rising reward for the larger sections of land that you could put together. The greatest amount of uses and flexibility was afforded to four acres or greater. With the Regions Bank that was built two years ago all of the old houses have been removed and all have been redeveloped to the west of Questover and rezoned out of MX to GC. This one block between Tempo and Questover has remained MX. Because the development is all fairly recent, and because it is multi tenant for the most part, staff does not see any redevelopment in the near future and we have achieved all the objectives of the northwest sector plan with the MX District as far as assembly of properties. When we look at it now, we don't really see a need or benefit of maintaining this incentive to assemble property and that is why we believe the standard is no longer relevant to the community.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, June 25, 2012
7:00 PM

5. Bill No. 5377 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A License To Utilize Easement With The Missouri – American Water Company Regarding The Widening Of South New Ballas Road. First Reading

City Clerk read Bill No. 5377 for the first time.

6. Bill No. 5378 - An Ordinance Updating Chapter 230 Of The Creve Coeur Code Of Ordinances Concerning Human Rights. First Reading

Council Member Kistner moved, seconded by Council Member Hoffman, to defer first reading of Bill 5378 to next council meeting., with the vote upon such motion being as follows, to wit:

Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Kistner – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried. Item deferred until July 9, 2012.

7. Resolution No. 1011 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract Increase Of \$8,788.05 With The Sidwell Company For The 2011 GIS Cadastral Mapping Project.

City Clerk read Resolution No. 1011. Mark Perkins explained the need for the resolution.

Council Member Kistner moved, seconded by Council Member Hoffman to approve Resolution No. 1011, with the vote upon such motion being as follows, to-wit:

Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member Kistner – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried.

8. Resolution No. 1012 - A Resolution Authorizing the Purchase of the City's Insurance Coverages for the Year Beginning July 1, 2012.

City Clerk read Resolution No. 1012. Mark Perkins explained the need for the resolution.

Council Member Kistner moved, seconded by Council Member Hoffman to approve Resolution No. 1012, with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
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7:00 PM

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

The vote on the motion being 5 ayes and 0 nays, motion carried.

BUSINESS FROM THE MAYOR and CITY COUNCIL

Council Member Hoffman stated the National Night Out celebration was a huge success. The Creve Coeur Police Department and staff did a great job on organizing the caravans.

BUSINESS FROM CITY ADMINISTRATOR

9. Second Regularly Scheduled Meeting in July

Mark Perkins stated we usually cancel the second regularly scheduled meeting in July for vacations but this year we plan to move forward with that meeting as we are anticipating a sign plan application to be coming through at that time, unless we are not going to have a quorum.

Council Member Saunders stated he will not be available for that meeting.

Council Member Rhoades moved, seconded by Council Member Nealey to adjourn at 7:23 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kistner - Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member D'Alfonso – Aye
Council Member Kreuter – Aye

The vote on the motion being 5 ayes and 0 nays, motion carried.

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor



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

DATE: July 3, 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 July 3, 2012 in the amount of \$581,909.43.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01715	0		062212	22-Jun-12	BACON, DOROTHY	REFUND GARAGE SALE PERMIT	01-00-00-4444	10.00
00364	0	P001440	1155668-IN	19-Jun-12	GULF STATES DISTRIBUTORS	5 CASES PRACTICE AMMO	01-00-00-2411	<u>1,295.00</u>
Sum of Invoices								1,305.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01720	0		1435	23-Jun-12	MARSHALL, SHERRY CCR	CRT RPTR-PUB HRG 6/11/12	01-11-13-6202	162.00
00774	0		070112	20-Jun-12	MoCCFOA EASTERN DIVISION	ANNUAL DUES-D. RYAN	01-11-13-6262	30.00
00548	1		82136 7/12	07-Jun-12	NATIONAL LEAGUE OF CITIES	MEMBERSHIP RENEWAL 2013	01-11-12-6262	1,489.00
01721	0		10302	19-Jun-12	WAGNER PORTRAIT GROUP	CHMBR	01-11-12-7306	<u>250.00</u>
Sum of Invoices								1,931.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

ADMINISTRATION

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01718	0	P001451	1817	29-Jun-12	FRANKEL PUBLIC RELATIONS	BRANDING FOR OLIVE-WARSON DIST	01-12-11-6203	2,500.00
00053	0		7009	12-Jun-12	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	85.00
00053	0		8532	18-Jun-12	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	85.00
00053	0		7909	18-Jun-12	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	85.00
00053	0		8136	18-Jun-12	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	85.00
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-12-11-6253	<u>52.10</u>
Sum of Invoices								2,892.10



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073	0		L689142	11-Jun-12	CDW-G	6 OUTLET TIMER FOR WI-FI CNTRL	01-12-51-6213	46.90
00278	0		J05693380101	21-Jun-12	GLOBAL GOV/ED SOLUTIONS, INC.	REPLACEMENT MEMORY-IT	01-12-51-6213	140.00
00050	0		INV0023115	15-Jun-12	REJIS	PIX FIREWALL MAINTENANCE	01-12-51-6213	21.24
00050	0	P001255	inv0023115	15-Jun-12	REJIS	PIX FIREWALL MAINTENANCE	01-12-51-6213	<u>21.24</u>
Sum of Invoices								229.38



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

FINANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005	0		1657964	27-Jun-12	AMERICAN STAMP	REPLACEMENT STAMP PADS	01-13-11-7304	164.97
00016	0		061512	15-Jun-12	COLLECTOR OF REVENUE	SALES TAX REPORT-JUNE 2012	01-13-11-6202	20.00
01169	0		113908962	20-Jun-12	STAPLES ADVANTAGE	FILE BOXES-FINANCE	01-13-11-7304	29.12
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-13-11-6253	52.10
01048	1		2757563022	13-Jun-12	VERIZON WIRELESS	AIR CARD CHARGES	01-13-11-6253	43.01
Sum of Invoices								309.20



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005	0		1657901	21-Jun-12	AMERICAN STAMP	PRE-INKED STAMPS	01-13-14-7304	66.86
00779	0	P001277	INV00008978	30-Apr-12	AMERICAN TRAFFIC SOLUTIONS, INC.	CAMERA FEES-APRIL 2012	01-13-14-6248	36,680.00
00779	0	P001277	INV00008371	29-Feb-12	AMERICAN TRAFFIC SOLUTIONS, INC.	CAMERA FEES-FEBRUARY 2012	01-13-14-6248	49,970.20
01374	0		061912	19-Jun-12	ENGELMEYER & PEZZANI LLC	REIMB FOR 2012 MACA CONF	01-13-14-6265	173.25
00045	1		614385166001	14-Jun-12	OFFICE DEPOT	FILE CABINETS	01-13-14-9503	316.97
00050	0		INV0023113	15-Jun-12	REJIS	SUBSCRIPTION FEES-JUNE 2012	01-13-14-6202	2,285.06
01169	0		113838311	13-Jun-12	STAPLES ADVANTAGE	COURT SUPPLIES	01-13-14-7304	<u>732.29</u>
Sum of Invoices								90,224.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00014	1	P001272	0520215116 7/12	06-Jun-12	CHARTER COMMUNICATIONS	SVC AT GARAGE FOR JUNE 2012	01-13-15-6255	62.87
00080	0		9772-130-5	28-Jun-12	DIERBERGS	CUPCAKES-HODAK RETIREMENT	01-13-15-6272	50.97
00154	0		221407822	18-Jun-12	KONICA MINOLTA BUSINESS SOLUTIONS	COPIER MAINTENANCE	01-13-15-6213	393.29
00045	1		2731571521	20-Jun-12	OFFICE DEPOT	INKJET CARTRIDGES-RECORDS RM	01-13-15-7312	37.99
00077	0		3884666	20-Jun-12	QUILL	TONER CARTRIDGES	01-13-15-7312	368.03
01169	0		8022262953	23-Jun-12	STAPLES ADVANTAGE	BATTERIES, STENO PADS	01-13-15-7312	<u>50.99</u>
Sum of Invoices								964.14



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00249	0		27382	19-Jun-12	AMERICAN CARNIVAL MART	BIRTHDAY PARTY SUPPLIES	06-14-31-7304	97.23
01550	0		452-4862074	26-Jun-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (062612)	06-14-31-7301	0.80
01550	0		452-4862074	26-Jun-12	ARAMARK UNIFORM SERVICES	UNIFORMS (062612)	06-14-31-7308	3.60
00080	0		9539-15-118	22-Jun-12	DIERBERGS	BUILDING CLEANING SUPPIES	06-14-31-7301	13.68
00080	0		1764-111-5	30-Jun-12	DIERBERGS	BIRTHDAY PARTY CAKE & SODA	06-14-31-7304	46.46
00080	0		9539-15-118	22-Jun-12	DIERBERGS	FESTIVAL FOOD	06-14-31-7304	16.17
00117	0		2063342	26-Jun-12	HOME DEPOT	BUILDING MAINTENANCE SUPPLIES	06-14-31-6212	123.32
01673	0		233760	21-Jun-12	JERRY RICHARDSON	TIMER FOR OLYMPIA	06-14-31-6211	96.00
00082	0		0588591	19-Jun-12	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	103.24
00116	0		4004	26-Jun-12	SAM'S CLUB	CLEANING SUPPLIES ICE ARENA	06-14-31-7301	42.86
01048	1		58708904 EF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONE-JUNE 2012	06-14-31-6253	<u>53.50</u>
Sum of Invoices								596.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00564	0		12-1856	21-Jun-12	BOB RAEKER PLUMBING CO.	ANNUAL BACKFLOW TEST	06-14-32-6202	165.00
00117	0		2069826	26-Jun-12	HOME DEPOT	LANDSCAPE TARP & BATTERIES	06-14-32-6212	52.82
00175	0		833900-01	10-Apr-12	MTI DISTRIBUTING, INC.	IRRIGATION ASSEMBLY	06-14-32-9501	130.91
00116	0		2717	20-Jun-12	SAM'S CLUB	OIL, CLEANER, PROTECTANT	06-14-32-6211	53.54
00173	0		IN103913	11-Jun-12	SUPREME TURF PRODUCTS	GROWTH REGULATOR	06-14-32-7303	279.00
00173	0		IN103827	11-Jun-12	SUPREME TURF PRODUCTS	FUNGICIDE, DYE, CALCIUM	06-14-32-7303	685.00
01479	1		M101971	31-May-12	TURFWERKS	STEERING AXEL	06-14-32-6211	<u>630.73</u>
Sum of Invoices								1,997.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00121	0	P001367	923640072	20-Jun-12	CALLAWAY GOLF	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	171.00
00121	0	P001367	923640073	20-Jun-12	CALLAWAY GOLF	GOLF BALLS FOR RESALE (8324)	06-14-33-8324	537.84
00121	0	P001367	923640076	20-Jun-12	CALLAWAY GOLF	APPAREL FOR RESALE (8325)	06-14-33-8325	262.85
00121	0	P001367	923640140	20-Jun-12	CALLAWAY GOLF	APPAREL FOR RESALE (8325)	06-14-33-8325	226.29
00665	1		0153976-IN	02-May-12	M&M GOLF CARS	VEHICLE/CART MAINTENANCE	06-14-33-6210	210.43
00217	1	P001357	940112141	27-Mar-12	NIKE USA, INC.	GOLF GLOVES FOR RESALE	06-14-33-8325	203.64
00217	1	P001357	940112141	27-Mar-12	NIKE USA, INC.	APPAREL FOR RESALE (8325)	06-14-33-8325	400.00
Sum of Invoices								2,012.05



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4862074	26-Jun-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (062612)	06-14-34-7301	3.25
01471	0		87677	26-Jun-12	RL MUELLER NATIONAL DIST., INC.	FOOD FOR RESALE	06-14-34-8315	48.95
00116	0		4004	26-Jun-12	SAM'S CLUB	FOOD FOR RESALE	06-14-34-8315	100.08
00116	0		4004	26-Jun-12	SAM'S CLUB	SNACKS FOR RESALE	06-14-34-8319	44.18
00116	0		4004	26-Jun-12	SAM'S CLUB	MISC SUPPLIES CONCESSION	06-14-34-8321	<u>59.93</u>
Sum of Invoices								256.39



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4862073	26-Jun-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/26/12)	01-16-11-7308	7.20
01550	0		452-4836031	19-Jun-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/19/12)	01-16-11-7308	7.20
00164	0		026207	20-Jun-12	NEW SYSTEM CARPET & BUILDING CARE	AIR FRESHENERS-CITY HALL	01-16-11-6212	759.31
00164	0		026207A	25-Jun-12	NEW SYSTEM CARPET & BUILDING CARE	CARPET STAIN REMOVER	01-16-11-7301	73.90
00116	0		9961	22-Jun-12	SAM'S CLUB	COFFEE, LOUNGE SUPPLIES	01-16-11-7304	450.95
00123	0		5000050668	18-Jun-12	THYSSENKRUPP ELEVATOR CORP.	REPLACED HALL PUSH BUTTON	01-16-11-6211	107.06
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-16-11-6253	<u>32.38</u>
Sum of Invoices								1,438.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00426	0	P001446	060712	07-Jun-12	ADGRAPHIX	2 EA LOGO SEALS FOR MOTORCYCLE	01-21-22-6210	65.00
00426	0	P001446	060712	07-Jun-12	ADGRAPHIX	6 EA LOGO SEALS FOR VEHICLES	01-21-22-6210	234.00
00426	0	P001446	060712	07-Jun-12	ADGRAPHIX	AMT OVER PURCHASE ORDER	01-21-22-6210	183.00
00094	1		151487	26-Jun-12	FIRESTONE	CAR 2407 3000 MILE SERVICE	01-21-22-6210	35.73
00094	1		151472	25-Jun-12	FIRESTONE	CAR 2411 3000 MILE SERVICE	01-21-22-6210	22.99
00094	1		151458	25-Jun-12	FIRESTONE	CAR 2419 BATTERY & HEADLIGHT	01-21-22-6210	201.01
00094	1		151266	20-Jun-12	FIRESTONE	CAR2406 3000 MILE/INSTALL 2 TR	01-21-22-6210	42.99
00098	0		2354	29-Jun-12	McCLAIN RADAR SERVICE	CAR 2410 RADAR REPAIR	01-21-22-6211	75.00
00050	0		INV0023114	15-Jun-12	REJIS	ANNUAL MCAFEE AV SUPPORT	01-21-22-6202	280.00
00050	0	P001255	inv0023115	15-Jun-12	REJIS	14 VERIZON DATA LINES	01-21-22-6253	714.00
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-21-22-6253	<u>354.27</u>
Sum of Invoices								2,207.99



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073	0		M137433	20-Jun-12	CDW-G	BATTERY BACKUP FOR VIDEO/ISONA	01-21-11-6211	67.14
00050	0		INV0023115	15-Jun-12	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0023115	15-Jun-12	REJIS	SUBSCRIPTION FEE-JUNE 2012	01-21-11-6202	4,030.39
00050	0		INV0023115	15-Jun-12	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0	P001255	inv0023115	15-Jun-12	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0	P001255	inv0023115	15-Jun-12	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0	P001255	inv0023115	15-Jun-12	REJIS	SUBSCRIPTION FEE-JUNE 2012	01-21-11-6202	4,030.39
00050	0	P001254	INV0023115.	15-Jun-12	REJIS	GLOBAL CAD FEES JUNE 2012	01-21-11-6213	855.00
00093	0		6271	27-Feb-12	SOUTHWEST FAMILY TESTING	psych Eval for Officer	01-21-11-6202	425.00
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-21-11-6253	84.48
01048	0		2759557193	18-Jun-12	VERIZON WIRELESS	MONTHLY AIRCARD CHARGES	01-21-11-6253	<u>43.05</u>
Sum of Invoices								9,677.45



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00094	1		151290	20-Jun-12	FIRESTONE	CAR 2426 REPLACE 2 TIRES	01-21-21-6210	240.00
00050	0		INV0023115	15-Jun-12	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
00050	0	P001255	inv0023115	15-Jun-12	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-21-21-6253	<u>194.28</u>
Sum of Invoices								455.28



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-31-11-6253	<u>168.96</u>
Sum of Invoices								168.96



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4836029	19-Jun-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (6/19/12)	01-31-41-6212	8.10
01550	0		452-4836029	19-Jun-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/19/12)	01-31-41-7308	37.88
00102	0		729474	14-Jun-12	BEYERS LUMBER	CONCRETE,LEVEL-OAK PARK PROJ	01-31-41-7305	42.93
00010	0		909674	29-Jun-12	BRANNEKY HARDWARE	FANS,SHOVEL,ROPE FOR POLESAW	01-31-41-7302	113.54
00010	0		908899	18-Jun-12	BRANNEKY HARDWARE	STRAW-OAK PARK PROJECT	01-31-41-7305	23.96
00013	1		1763-195526	26-Jun-12	CARQUEST	ALTERNATOR-TRUCK #103	01-31-41-6210	182.56
00013	1		1763-195088	19-Jun-12	CARQUEST	ELECTRONIC A/C DETECTOR	01-31-41-6210	185.99
00013	1		1763-195680	29-Jun-12	CARQUEST	OIL STABILIZER	01-31-41-6210	37.02
01466	0		140037112	21-Jun-12	CROSS MIDWEST TIRE	TIRE REPAIR-TRUCK #703	01-31-41-6210	143.63
00141	0		113065	07-May-12	ELECTRO BATTERY	CREDIT MEMO-JUNK RETURN	01-31-41-6211	(3.50)
00141	0		113064	07-May-12	ELECTRO BATTERY	BATTERY-SIDEWALK GRINDER	01-31-41-6211	44.54
00049	4		35102	21-Jun-12	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/O 6/11/12	01-31-41-6207	1,080.00
00127	0		175726	11-Jun-12	ERB EQUIPMENT COMPANY	REPAIR LOADER AT GARAGE	01-31-41-6211	1,352.86
00023	1		267976	21-Jun-12	FRED WEBER, INC	ASPHALT-REPAIR TRIP HAZARDS	01-31-41-7305	59.00
00023	1		268809	26-Jun-12	FRED WEBER, INC	ASPHALT-REPAIR TRIP HAZARDS	01-31-41-7305	177.00
00023	1		267574	20-Jun-12	FRED WEBER, INC	ASPHALT-REPAIR TRIP HAZARDS	01-31-41-7305	295.00
00023	1		267310	19-Jun-12	FRED WEBER, INC	ASPHALT-REPAIR TRIP HAZARDS	01-31-41-7305	354.00
00023	1		266066	14-Jun-12	FRED WEBER, INC	ASPHALT-REPAIR TRIP HAZARDS	01-31-41-7305	354.00
00731	0		320963-001	14-Jun-12	GOLDSTEIN-SCHWARTZ INC	FITTINGS-BOBCAT WATER LINE	01-31-41-6211	10.62
00349	1		583741-001	15-Jun-12	HTE TECHNOLOGIES	FITTINGS-BOBCAT WATER LINE	01-31-41-6211	22.42
00156	0		0052206	28-Jun-12	L & C TRUCK REPAIR, INC.	FAN REPAIR TRUCK #205	01-31-41-6210	851.45
00156	0		0052175	20-Jun-12	L & C TRUCK REPAIR, INC.	REPAIR 2001 DODGE DAKOTA	01-31-41-6210	563.41
00042	0		87407	20-Jun-12	MPR SUPPLY	VALVE,ADAPTERS FOR IRRIGATION	01-31-41-6211	367.64
00042	0		87657	21-Jun-12	MPR SUPPLY	REDUCERS/COUPLERS-IRRIGATION	01-31-41-6211	33.58
00042	0		87246	19-Jun-12	MPR SUPPLY	VALVES,COVERS-IRRIGATION	01-31-41-6211	96.78
00411	0		103062	22-Jun-12	N.B. WEST CONTRACTING CO.	COLD MIX FOR STREETS	01-31-41-7305	307.00
00165	1		TI-0249935	13-Jun-12	NEWMAN TRAFFIC SIGNS	SIGNS FOR CONWAY PARK	01-31-41-7311	80.00
00047	0		P93329	14-Jun-12	PAT KELLY EQUIPMENT	CHAINS,BOLT CUTTERS,MASON LINE	01-31-41-7302	369.94
00809	0		119793	20-Jun-12	RED BUD SUPPLY, INC.	TRAFFIC CONES FOR ROAD WORK	01-31-41-7305	834.01
00809	0		119436	07-Jun-12	RED BUD SUPPLY, INC.	GLOVES, SAFETY GLASSES	01-31-41-7308	47.42



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00110	0		311463	13-Jun-12	RICMAR INDUSTRIES	(4) CASES TOILET PAPER	01-31-41-6212	475.55
00110	0		311463	13-Jun-12	RICMAR INDUSTRIES	CHEMICAL SPRAY	01-31-41-7301	221.25
00562	0		3950	14-Jun-12	TRAFFIC CONTROL COMPANY	TRAFFIC CONES FOR STREET WORK	01-31-41-7305	238.00
01048	1	58708904 GF 7/12		01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-31-41-6253	<u>127.62</u>
Sum of Invoices								9,135.20



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1	P001333	0346014556397.	15-Jun-12	ALLIED WASTE	RESIDENTIAL SERVICE-JUNE 2012	01-31-42-6214	78,613.20
00105	1	P001332	0346014556397	15-Jun-12	ALLIED WASTE	RECYCLING SERVICE JUNE 2012	01-31-42-6217	22,740.60
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-31-42-6253	<u>32.38</u>
Sum of Invoices								101,386.18



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-4836029	19-Jun-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (6/19/12)	01-31-43-7308	37.87
00335	0		400753	20-Feb-12	ARCH ENGRAVING	GOLD PLATE-MILLENNIUM PARK	01-31-43-6212	12.00
00102	0		729958	20-Jun-12	BEYERS LUMBER	CEDAR,PINE,TWP FOR CONWAY PK	01-31-43-6212	86.32
00455	1		112542	25-Jun-12	CHECKER BAG COMPANY	TRASH BAGS FOR PARKS	01-31-43-6212	319.00
00127	0		175727	11-Jun-12	ERB EQUIPMENT COMPANY	SEAT CUSHION FOR TRACTOR	01-31-43-6211	170.25
00560	0		31580	25-Jun-12	HUMMERT INTERNATIONAL	TREEGATOR FOR COEUR DE VILLE	01-31-43-7303	436.25
01136	1		61718340	18-Jun-12	JOHN DEERE LANDSCAPES/LESCO	PITCHER TO MEASURE CHEMICALS	01-31-43-7301	7.98
00040	0		788069	25-Jun-12	MILBRADT	CREDIT MEMO	01-31-43-6211	(47.18)
00040	0		787586	19-Jun-12	MILBRADT	BARS,SPARKPLUGS FOR CHAINSAWS	01-31-43-6211	77.38
00040	0		787585	19-Jun-12	MILBRADT	REPAIR WALK BEHIND MOWER	01-31-43-6211	107.82
00809	0		119436	07-Jun-12	RED BUD SUPPLY, INC.	GLOVES, SAFETY GLASSES	01-31-43-7308	47.41
00260	0		4510	06-Jun-12	TOTAL LOCK & SECURITY	REPAIR GATE-CONWAY PARK	01-31-43-6212	203.39
01219	0	P001432	1099-12209	21-Jun-12	U.S.A BUILDING SYSTEMS LLC	REPAIR/RESTORE LAKE SCHOOL HOU	01-31-43-6212	4,350.00
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-31-43-6253	37.76
00109	0		447226	18-Jun-12	WESTPORT POOLS	CHEMICALS FOR SPLASH PAD	01-31-43-7301	87.00
Sum of Invoices								5,933.25



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
					MCLAUGHLIN COURT REPORTING			
00213	0		061912-1	19-Jun-12	SERVICES, INC	PUB HRG 6/18/12	01-32-11-6202	67.00
01704	0	P001448	SI-417967	19-Jun-12	ROYALDISCOUNT.COM	1 228-09180 SQL SERVER 2008 R2	01-32-11-6203	2,294.94
01519	0	P001222	89058	18-Jun-12	THE SIDWELL COMPANY	PROFESSIONAL SERVICES FOR GIS	01-32-11-6203	594.00
01519	0	P001222	88997	13-Jun-12	THE SIDWELL COMPANY	PROFESSIONAL SERVICES FOR GIS	01-32-11-6203	205.65
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-32-11-6253	<u>149.39</u>
							Sum of Invoices	3,310.98



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00112	0		41522	26-Jun-12	MPS	BLDG PERMIT APPLICATIONS	01-32-61-7304	122.00
00112	0		41523	26-Jun-12	MPS	PERMIT CARDS FOR JOBSITES	01-32-61-7304	281.00
00112	0		41507	13-Jun-12	MPS	INSPECTION REQUEST FORMS	01-32-61-7304	314.00
00032	0		062912	29-Jun-12	UNSER, STEVE	REIMBURSE FOR CODE BOOKS	01-32-61-6261	139.00
01048	1		58708904 GF 7/12	01-Jun-12	VERIZON WIRELESS	CELL PHONES-JUNE 2012	01-32-61-6253	201.51
01048	1		2753048601	04-Jun-12	VERIZON WIRELESS	INSPECTORS WIRELESS TABLETS	01-32-61-6253	<u>157.35</u>
Sum of Invoices								1,214.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

7/3/2012

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00128	1		S3115462.001	18-Jun-12	FROST ELECTRIC	LAMPS,WIRING-LIGHTING PROJ	02-61-71-9501-12101	280.98
00606	0	P001342	PAY #6 7/12	29-Jun-12	HORNER & SHIFRIN INC	PROJECT MANUAL AND FINAL DESIG	02-61-71-9510-12605	2,179.98
01333	0	P001404	FINAL PAY	15-Jun-12	M & H CONCRETE	RETAINAGE-CONCRETE WORK	02-61-71-9501-12102	1,446.25
01333	0	P001237	PAY #5 7/12	29-Jun-12	M & H CONCRETE	CHANGE ORDER #1 PAYMENT	02-61-71-9510-12602	52,237.45
00303	1		10092294	08-Jun-12	MISSOURI LAWYERS MEDIA	ADVERTISING-MICRO PROJECT	02-61-71-9510-12601	403.20
00411	0	P001397	PAY #1	29-Jun-12	N.B. WEST CONTRACTING CO.	CONWAY ROAD RESURFACING PAY #1	02-61-71-9510-12603	285,611.17
00269	0	P001425	15121028 7/12	15-Jun-12	TERRACON	CONC/ASPHALT TESTING-CONWAY RD	02-61-71-9510-12603	2,104.50
Sum of Invoices								344,263.53
GRAND TOTAL OF ALL INVOICES								581,909.43

**AN ORDINANCE AMENDING CHAPTER 405, THE ZONING ORDINANCE, OF THE CODE
OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI, BY ALLOWING RETAIL
BAKERIES ON SITES OF LESS THAN FOUR ACRES
IN THE "MX" MIXED USE ZONING DISTRICT**

WHEREAS, retail bakeries in the MX District are permitted uses on sites of four or more acres per Section 405.340(B)(3); and,

WHEREAS, Stanley Wallach, representing Shoppes at Westgate, LLC, has submitted a request to consider certain amendments to Section 405.340(B) to allow retail bakeries as a permitted use on sites of less than four acres; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for an amendment to the provisions of the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, June 18, 2012, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments at its meeting on Monday, June 18, 2012; and,

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council; and the Bill was read by title in open meeting two times before final passage by the City Council; and,

WHEREAS, the City Council being fully informed finds that amending the City Code of Ordinances would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest.

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

SECTION 1: Section 405.340 shall be amended by adding a new subsection B.1.c (and relettering existing subsection c and following subsections accordingly) to include retail bakeries as permitted uses on Class 1 (and thereby Class 2) properties, as follows:

Section 405.340 'MX" Mixed Use District

B. Permitted Uses. Structures or land in the "MX" Mixed Use District may be used only for the purposes enumerated in this Subsection and are subject to the provisions and limitations of Section 405.210 and to all of the other provisions and limitations of this

BILL NO. 5376

ORDINANCE NO. _____

Chapter and of other applicable regulations, ordinances and Statutes of the City of Creve Coeur, St. Louis County and the State of Missouri. Within the "MX" District, permitted uses are prescribed for different classes of sites based on site size.

1. *Class 1--Between 1.00 and 2.99 acres. The following uses are permitted on sites between one (1.00) and two and ninety-nine hundredths (2.99) acres:*
c. Food stores including only Retail bakeries (all uses within SIC Code 546).

SECTION 2: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2012.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ
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

#12-017 TEXT AMENDMENT TO AMEND THE ZONING CODE TO ALLOW RETAIL BAKERIES AS A PERMITTED USE ON SITES OF LESS THAN 4 ACRES IN THE "MX" MIXED USE DISTRICT

FOR THE MEETING OF: June 18, 2012

LOCATION: "MX" Mixed Use District

REQUEST:

Stanley Wallach, representing Shoppes at Westgate, LLC, has submitted a request to consider certain amendments to Section 405.340(B)(1) to allow retail bakeries as a permitted use on sites of 1.00 to 2.99 acres

ADDITIONAL INFORMATION:

Currently, retail bakeries are categorized as a Food Store and are permitted uses only in Class-3 properties (sites larger than 4 acres) [Section 405.340(B)(3)(d)].

Key Issues:

- Does this request further the goals and/or implement the Comprehensive Plan?
- Is this a reasonable exercise of zoning authority?
- Any neighborhood impacts?

Comp. Plan References

- West Olive Corridor

Zoning Code References

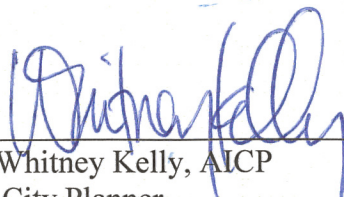
- Section 405.340: "MX" Mixed Use District

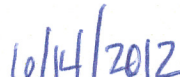
APPLICANT: Shoppes at Westgate, LLC
1133 Olivette Executive Parkway
St. Louis, MO 63132

**APPLICANT'S
REPRESENTATIVE:**

Stanley J. Wallach, Esq.
The Wallach Law Firm
Three City Place Drive,
Suite 1070
Creve Coeur, MO 63141

REPORT PREPARED BY:


Whitney Kelly, AICP
City Planner


6/14/2012
Date

ATTACHMENTS: Draft Ordinance
Applicant's Memo, submitted on May 9, 2012

INTRODUCTION

Currently, the "MX" District is located on the south side of Olive Boulevard between Tempo Drive and Questover Lane and consists of the developments of the Shoppes at Westgate, Stipanovich-Ortmann Funeral Home, Genovese Diamonds building, and Regions Bank. Below is an aerial photo of the district.



During the previous discussion regarding eating and drinking establishments in the "MX" District, the owners of the Shoppes at Westgate indicated that the prospective tenants to fill the vacant 1,996 square foot space included a sandwich shop and a donut bakery business. As a supplement to the text amendment raising the limit on eating and drinking establishments from 25% to 40%, the applicants are also seeking to allow retail bakeries as a permitted use on sites of less than four acres.

The Shoppes at Westgate is a 18,452 square-foot shopping center located at 12430 Olive Boulevard that received approval for rezoning of the property from "A" Single Family Residential to "MX" Mixed Use, and site development plan approval in 2003. The project is intended to be a neighborhood commercial and specialty shop development.

Retail Bakeries in the MX District are permitted per Section 405.340(B):

3. *Class 3--Sites larger than 4.00 acres. The following uses are permitted on sites larger than four (4.00) acres:*
 - d. *Food stores including only the following:*
 - (1) *Grocery stores (all uses within SIC Code 541 except frozen food and freezer plans).*
 - (2) *Fruit and vegetable markets (all uses within SIC Code 543).*

- (3) Candy, nut and confectionery stores (all uses within SIC Code 544).
- (4) Dairy products stores (all uses within SIC Code 545).
- (5) Retail bakeries (all uses within SIC Code 546).

The requested change would be to add a new subsection 1.c. to Section 405.340(B) (and reletter existing subsection c and subsequent subsections accordingly) as follows:

B. Permitted Uses. Structures or land in the "MX" Mixed Use District may be used only for the purposes enumerated in this Subsection and are subject to the provisions and limitations of Section 405.210 and to all of the other provisions and limitations of this Chapter and of other applicable regulations, ordinances and Statutes of the City of Creve Coeur, St. Louis County and the State of Missouri. Within the "MX" District, permitted uses are prescribed for different classes of sites based on site size.

- 1. Class 1--Between 1.00 and 2.99 acres. The following uses are permitted on sites between one (1.00) and two and ninety-nine hundredths (2.99) acres:*

c. Food stores including only Retail bakeries (all uses within SIC Code 546).

The Standard Industrial Classification (SIC) defines Retail Bakeries (SIC 546) as establishments primarily engaged in the retail sale of bakery products, where the product may be purchased from others or made on the premises. A retail bakery includes a bagel store, doughnut shops, pretzel stands and stores, bakeries, and cookie stores. Parking requirements for retail bakeries is the same as general retail (4 per 1,000 sq. ft. of floor area).

With the change to Class 1 properties, retail bakeries would also be allowed on Class 2 properties (sites between 3.00 and 3.99 acres), under the current Zoning Code regulation of Section 405.340(B)(2)(a.) where all uses permitted on Class 1 sites, except single-family detached residences are permitted on Class 2 sites.

DISCUSSION

Comprehensive Plan Review:

Currently, the "MX" District is located only in the West Olive Corridor Area of the Comprehensive Plan, where commercial development is intended to form a neighborhood business district with small retail/restaurants and specialty shops with second floor offices. The district, as it exists today, provides a mix of restaurants, retail, funeral home, offices, and banking facilities. The proposed text amendment would allow a greater mix of establishments within available tenant spaces of retail centers, thus furthering the goals and objectives of the Comprehensive Plan.

Zoning Regulations:

The stated purpose of the "MX" District is:

"... to encourage the redevelopment of under-developed areas of the City which are designated as mixed use by one (1) of the City's land use plans. This redevelopment shall be accomplished through compliance with the provisions of this Section. The "MX" District is further intended to ensure high quality future development through the use of site development plan approval procedures which provide for specific consideration of

access, parking, drainage, landscaping and design factors. Specifically, the district is intended to:

1. Relate the development of retail, office and multi-family residential uses servicing both a City-wide and subregional service area to an adopted development plan for the area including land use phasing and public improvement elements.
2. Encourage site consolidation and an orderly, phased pattern of development and redevelopment.
3. Induce and ensure high quality future development through the use of site development plan approval procedures which provide for the specific consideration of access, parking, drainage, landscaping and design factors.”

The intent of the classification of property and the limit of retail food stores to sites of four acres and greater was intended to encourage site consolidation and promote the redevelopment of the area. As the redevelopment of the area has already occurred and the character of the development was established through the site planning and architecture, the limit of retail bakeries to sites of four or more acres is an outdated regulation that has become contrary to the Comprehensive Plan goal of encouraging local shops and services.

CONCLUSION AND ACTION

The MX District was set up to promote the site consolidation of properties for redevelopment, and establish the neighborhood character through the site development plan review process. The quality of the development is examined against the intent of the Comprehensive Plan and Design Guidelines during the site development plan review process. As individual tenants within a building come and go, the impact on the site would not significantly alter the character. Specifically, retail bakeries offer a service to neighborhoods at alternate times than other retail and eating and drinking establishments. Therefore, the limit of retail bakeries to sites of four or more acres is unnecessary and outdated when the intent of the requirement has already been fulfilled by the larger development.

ACTION AND MOTION

If the Planning Commission believes all of their questions have been addressed, a recommendation to the City Council must be voted upon. The following would be a suitable motion for this application:

“I move to recommend approval of Application #12-017 to allow retail bakeries as a permitted use on sites of less than four acres in the “MX” Mixed-Use Zoning District as described in the staff report dated June 14, 2012.”

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.

MEMORANDUM

To: Whitney Kelly
From: Stan Wallach
Re: Shoppes at Westgate – Supplement to Petition for Text Amendment
Date: May 9, 2012

The Petition for Text Amendment filed by the Shoppes at Westgate, LLC will be heard at the May 21st Planning and Zoning Commission meeting. In the Application, we stated that one of the potential tenants was a bakery. On further review, it appears that bakeries are currently allowed in the MX District, but only on properties of 4 or more acres. The Shoppes at Westgate hereby supplements its Application to include a request to amend the text to permit retail bakeries as a permitted use on lots of any size in the MX District.

Thank you for your time and attention to this matter.



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

June 20, 2012

Mr. Stanley Wallach
The Wallach Law Firm
Three City Place, Suite 1070
Creve Coeur, MO 63141

Re: Record of Planning Commission Decision on Application #12-017

Mr. Wallach:

The Planning and Zoning Commission, at its meeting of June 18, 2012, reviewed your request to amend Chapter 405, the Zoning Ordinance, by allowing retail bakeries on sites of less than four acres in the "MX" Mixed-Use zoning district.

By unanimous vote, the Planning Commission recommends approval of Application #12-017 to allow retail bakeries as a permitted use on sites of less than four acres in the "MX" Mixed-Use District. The first reading of the draft ordinance by the City Council is scheduled for Monday, June 25th, 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



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, JUNE 18, 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 Monday, June 18, 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*
 Mr. James Faron
 Mr. Ken Howard
 Ms. Cynthia Kramer
 Mr. Jim Schnarr

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 #12-017: A request to amend Chapter 405, the Zoning Ordinance, by allowing retail bakeries on sites of less than four acres in the “MX” Mixed Use zoning district.

Applicant: Shoppes at Westgate, LLC
 1133 Olivette Executive Parkway
 St. Louis, MO 63132

Applicant’s Agent: Mr. Stanley Wallach
 The Wallach Law Firm
 Three City Place Drive, Suite 1070
 Creve Coeur, MO 63141

Mr. Stan Wallach, The Wallach Law Firm, Three City Place Drive, representing Shoppes at Westgate, LLC, spoke to the Commission in regards to the vacancy in the center, and among the interested potential tenants is a donut shop. The owner of the Shoppes at Westgate believes this would be a great fit for the site. The donut shop has a different time frame, as the business would be a morning type of use. The only problem is that the space is not 4 acres large, as the zoning code requires for bakeries, however, the staff report indicates that this portion of the code to be outdated and the applicant and Mr. Wallach agree. Mr. Wallach read the proposal seeking recommendation from the Commission to allow retail bakeries as a permitted use in on sites in the “MX” district, getting rid of the 4 acre minimum requirement.

Ms. Kelly, City Planner, stated that the purposes of the 4 acre requirement was to promote site consolidation and redevelopment, which has occurred and therefore Staff does agree that the minimum of 4 acres seems outdated, and recommends approval of this request.

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 Ms. Kramer to recommend approval of Application #12-017 to allow retail bakeries as a permitted use on sites of less than four acres in the “MX” Mixed-Use Zoning District as described in the staff report dated June 14, 2012. Mr. Schnarr seconded the motion with the resultant vote as follows:

Mr. Faron – aye

Mr. Howard – aye

Ms. Kramer – aye

Mr. Schnarr – 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 7:50 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, JUNE 18, 2012

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Mr. James Faron

Mr. Ken Howard

Ms. Cynthia Kramer

Mr. Jim Schnarr

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, AICP, Director of Community Development

Ms. Whitney Kelly, AICP, City Planner

Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
4772 Gatesbury Drive
St. Louis, MO 63128

1 CHAIRMAN MADDEN: Like to call to order the
2 Planning & Zoning Commission Meeting for the City of Creve
3 Coeur, Missouri for Monday June 18th, 2012.

4 We'll start with roll call.

5 I know Dr. Barton and Mr. Eberhardt will not be
6 here tonight.

7 Mr. James Faron?

8 MR. FARON: Present.

9 CHAIRMAN MADDEN: Mr. Ken Howard?

10 MR. HOWARD: Present.

11 CHAIRMAN MADDEN: Ms. Cynthia Kramer, I don't
12 see, but I think she's coming.

13 Mr. Jim Schnarr?

14 MR. SCHNARR: Present.

15 CHAIRMAN MADDEN: Carl Lumley, our City
16 Attorney?

17 MR. LUMLEY: Present.

18 CHAIRMAN MADDEN: Paul Langdon, our Director of
19 Community Development?

20 MR. LANGDON: Present.

21 CHAIRMAN MADDEN: Whitney Kelly, our City
22 Planner?

23 MS. KELLY: Present.

24 CHAIRMAN MADDEN: And, Julie Lowery, our
25 Recording Secretary?

1 MS. LOWERY: Present.

2 (Cynthia Kramer is now present.)

3 CHAIRMAN MADDEN: New Business. Public Hearing
4 Application No. 12-017: A request to amend Chapter 405,
5 the Zoning Ordinance, by allowing retail bakeries on sites
6 of less than 4 acres in the "MX" Mixed Use Zoning
7 District.

8 Application: Shoppes at Westgate.

9 And is Mr. Wallach here or --

10 MR. WALLACH: I am, Mr. Chairman.

11 CHAIRMAN MADDEN: And anybody that's going to be
12 commenting on this, needs to come up and be sworn in right
13 here.

14 (The speakers were sworn by the court reporter.)

15 CHAIRMAN MADDEN: State your name and address
16 for the record, please.

17 MR. WALLACH: I'm Stan Wallach of The Wallach
18 Law Firm at Three City Place Drive in Creve Coeur.

19 Good evening.

20 I'm here on behalf of the Shoppes of Westgate.

21 I was here a month ago seeking a different text
22 amendment.

23 We've got a vacancy in the center. I think
24 you're familiar with the center, it's west of Olive -- or
25 west of 270 on Olive, Cold Stone Creamery is in there, and

1 there's been a vacancy for some time. Among the
2 interested respective tenants is a donut shop, which the
3 owner believes would be a great fit for the site.

4 It's got a different timeframe. It's a
5 morning-type of use, and there's really no morning use in
6 there right now, so it would complement the other use as
7 well.

8 The only problem is the space is not 4 acres
9 large. It's a regular unit in the strip center, and the
10 Zoning Code requires that bakeries be on sites bigger than
11 4 acres.

12 The staff report addresses the history of that
13 in an effort to foster development in that corridor in
14 that particular district, however, the area is built out
15 and developed, so staff believes it's outdated.

16 We concur, and just want to try to get a shot at
17 getting a donut shop in there.

18 So the proposal is to seek a recommendation from
19 this Commission to allow retail bakeries as a permitted
20 use on sites in the MX Zoning District, basically, on all
21 sites of the MX Zoning District; get rid of that 4 acre
22 minimum. And that's our request.

23 CHAIRMAN MADDEN: Any questions for Mr. Wallach?

24 Any comments from the audience or questions?

25 You have anything, Paul?

1 MS. KELLY: I think Mr. Wallach made my
2 presentation for me.

3 CHAIRMAN MADDEN: Will you state your name and
4 address.

5 MS. KELLY: Whitney Kelly, City Planner.

6 I think Mr. Wallach made my presentation for me.

7 Yes, the purpose of the MX District was for --
8 to promote redevelopment and site consolidation, which has
9 largely occurred and, therefore, we do consider the
10 minimum of 4 acres to be an outdated regulation, and,
11 therefore, we recommend approval.

12 MR. LUMLEY: I need to do exhibits and close the
13 hearing.

14 CHAIRMAN MADDEN: Okay.

15 MR. LUMLEY: Offer the following exhibits into
16 the record of this public hearing: Documentation in
17 possession of the City Clerk with regard to the notice
18 that was provided to the public regarding the hearing, and
19 the staff report regarding the application; the City's
20 Code of Ordinances and Charter; the City's Comprehensive
21 Plan; the public file regarding this application.

22 CHAIRMAN MADDEN: And that will officially close
23 the hearing.

24 (The public hearing was concluded at 7:46 p.m.)
25

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 &
 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

BILL No 5377

ORDINANCE No _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR,
MISSOURI AUTHORIZING THE EXECUTION OF A LICENSE TO UTILIZE
EASEMENT WITH THE MISSOURI – AMERICAN WATER COMPANY REGARDING
THE WIDENING OF SOUTH NEW BALLAS ROAD**

WHEREAS, the attached “Exhibit A” is an agreement with the Missouri American Water Company regarding the widening of South New Ballas Road in an area above an existing easement;

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

Section 1: The License to Utilize Easement between the Missouri American Water Company and the City regarding the widening of South New Ballas attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The License as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the License.

Adopted this ____ day of _____ 2012.

Robert Hoffman
President of City Council

Adopted this ____ day of _____ 2012.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

LICENSE TO UTILIZE EASEMENT

THIS LICENSE entered into this 12 day of JUNE, 2012, by and between MISSOURI-AMERICAN WATER COMPANY, a corporation existing under the laws of the State of Missouri, (hereinafter referred to as "COMPANY"), and THE CITY OF CREVE COEUR, a political subdivision of the State of Missouri, 300 N New Ballas Road, Creve Coeur, Missouri, (hereinafter referred to as "CITY"),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction and/or improvement of S. Ballas Road, located in **Section 15, Township 45 North, Range 5 East**, in accordance with certain plans on file in the office of the Department of Public Works of the New City of Creve Coeur, Missouri; and

WHEREAS, in carrying out the opening, widening, establishment, and improvement of S. New Ballas Road, it will be necessary to place pavement or other facilities for public use on COMPANY'S private easement right-of-ways, recorded in **Book 8084, Page 177 and Book 8318, Page 235 of the St. Louis County Missouri Records**, along **S. New Ballas Road in Creve Coeur**, Missouri, fronting parcels of land owned by St. Johns Mercy Medical Center, according to Book 8011, Page 1010 and Book 4198, Page 544, of the afore mention County Records, having the locator numbers of **190330190** and **190610085** respectively; and

WHEREAS, COMPANY is willing to accommodate CITY'S needs upon condition that CITY accepts the provisions hereinafter specified and evidences such acceptance by execution hereof in accordance with Section 432.070 RSMo 1978 and City Ordinance No. _____.

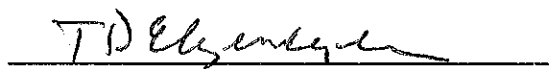
NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

- I. COMPANY hereby grants and conveys unto the CITY, without warranty of title or extent of interest in the real estate hereinafter described, expressed or implied, the right to construct, reconstruct, and maintain roadway and drainage structures over and across those portions of easement owned and held by COMPANY, situated in Saint Louis County, Missouri, and indicated by hachuring on the attached plat, made part hereof and referred to as Exhibit "A" with the following conditions and limitations:

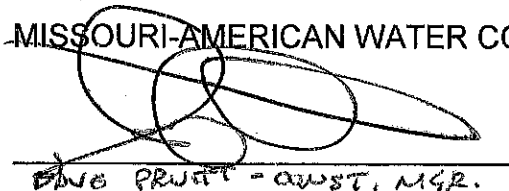
- a. In the event COMPANY must excavate to replace, expand, or maintain its facilities, COMPANY will request a permit from CITY which will be granted without cost to COMPANY. COMPANY will comply with all lawful conditions of such permit, but the cost of anything required by such permit in addition to reasonable restoration of CITY'S road and drainage facilities damaged by COMPANY, will be paid by CITY.
- b. In the event of future improvements, reconstruction, or maintenance of the highway or drainage structures involved which from time to time necessitate the relocation of COMPANY'S water lines and appurtenances, CITY will advise COMPANY of contemplated change and will reimburse COMPANY for cost and expenses incurred by it in relocating or otherwise adjusting its facilities. If for reasons stated above COMPANY must relocate its facilities but there is no usable remaining area of its original private easement, COMPANY will relocate its facilities to adjacent public right-of-way or new private easement acquired by CITY, but subject to the same protections and assurances from CITY herein specified as if the facilities remained in COMPANY'S original private easement.
2. This agreement shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

ATTEST:



MISSOURI-AMERICAN WATER COMPANY


DAVE PRUITT - DIST. MGR.

ATTEST:

CREVE COEUR, MISSOURI

APPROVED:

CITY EXECUTIVE

Mayor, CITY OF CREVE COEUR

APPROVED AS TO LEGAL FORM:

CITY Counselor

ACKNOWLEDGMENT BY COMPANY

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

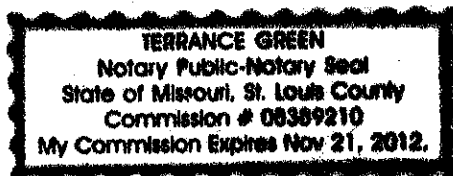
On this 12th day of June, 2012, before me personally appeared C. David Pruitt known to me, who being by me duly sworn, did say that he/she is the Construction Manager of Missouri American Water Company and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

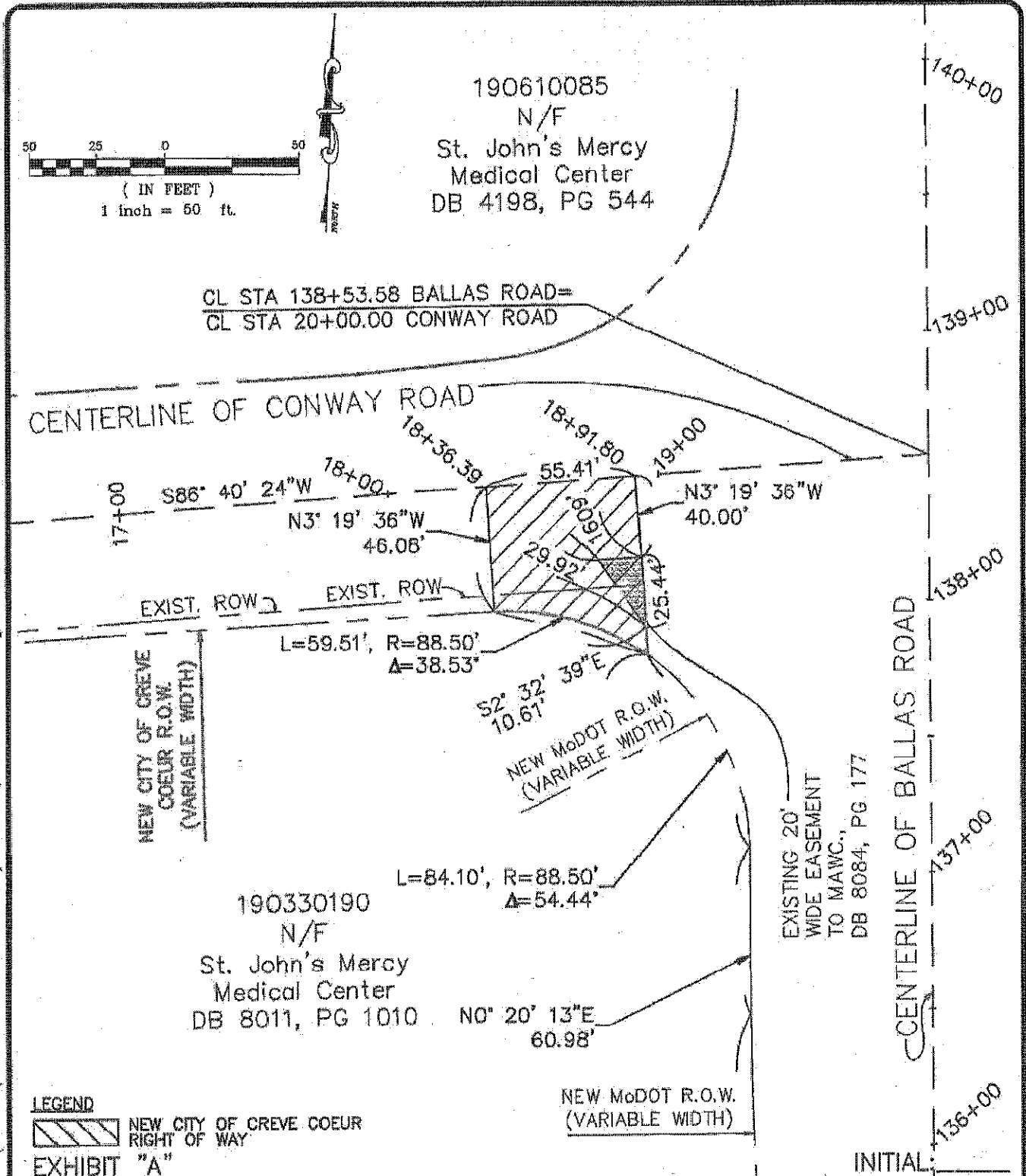
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.



Notary Public

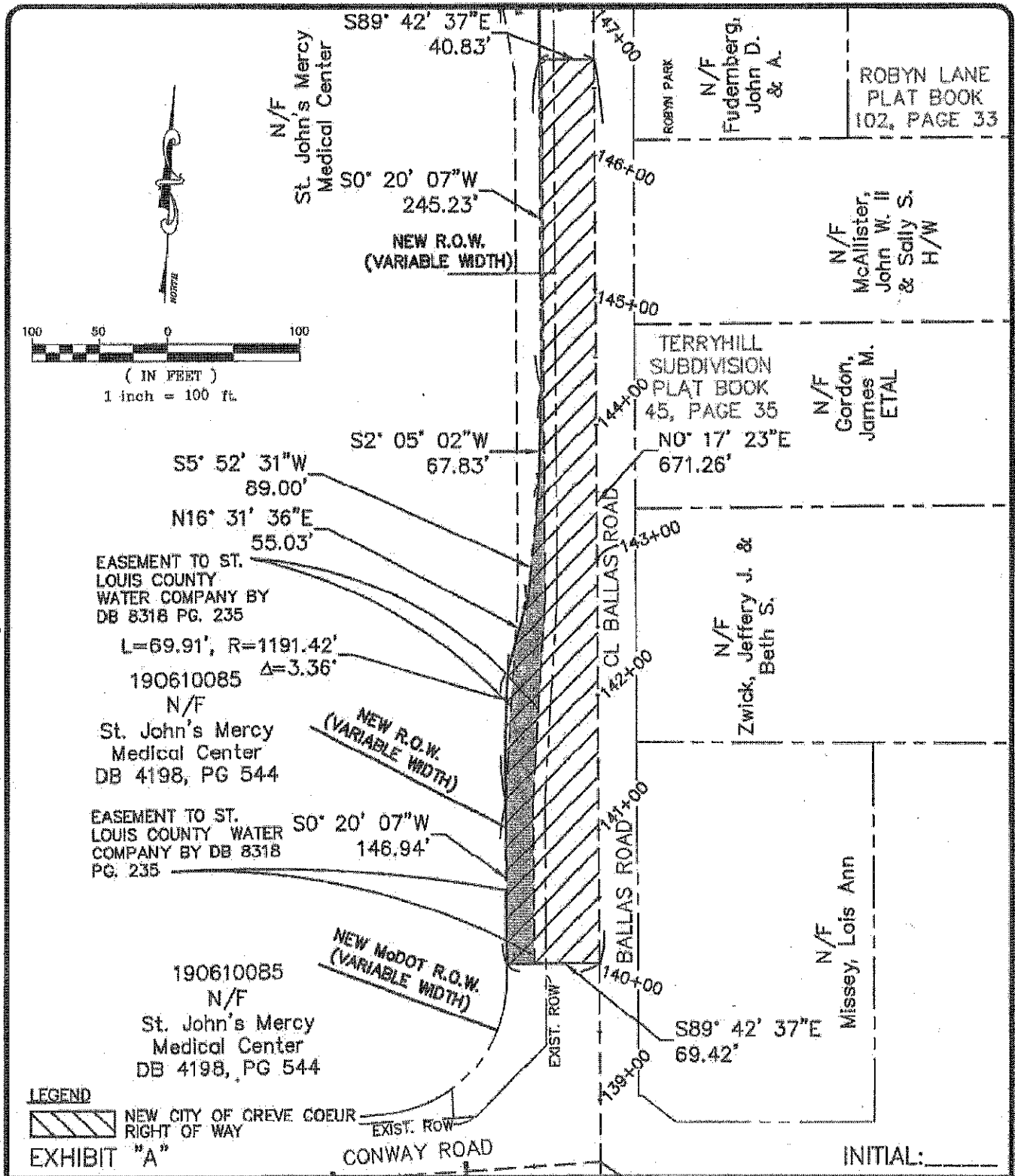
My Commission Expires: _____



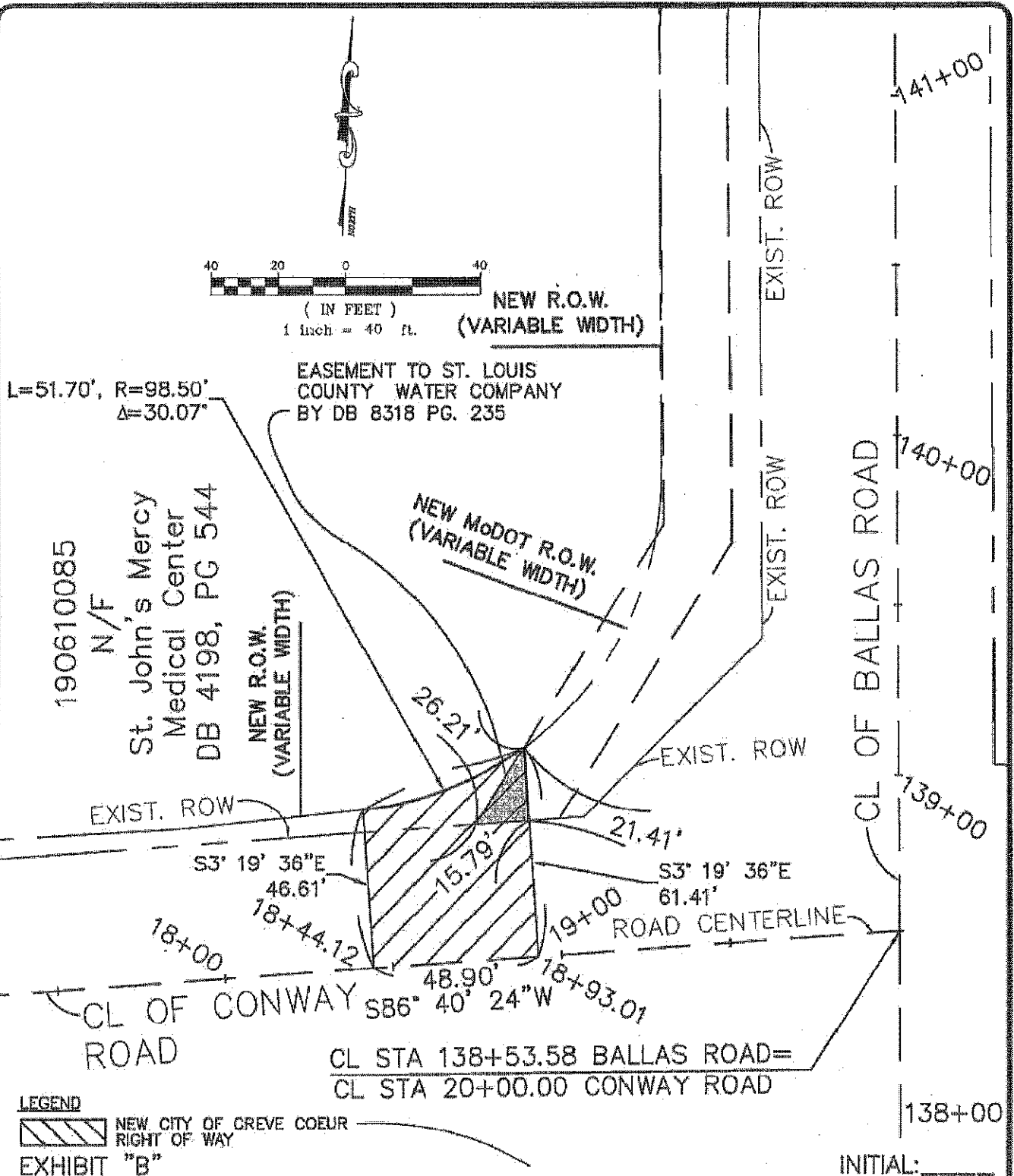


A TRACT OF LAND IN SECTION 15, TOWNSHIP 45 NORTH, RANGE 5 EAST
OF THE FIFTH PRINCIPAL MERIDIAN

1 OF 3



L:\St. Louis Esmt\2011\Newballas at Conway Road\04372-CD.dwg



LICENSE TO UTILIZE EASEMENT

A TRACT OF LAND IN SECTION 15, TOWNSHIP 45 NORTH, RANGE 5 EAST
OF THE FIFTH PRINCIPAL MERIDIAN

ST. LOUIS COUNTY, MISSOURI

3 OF 3

AN ORDINANCE UPDATING CHAPTER 230 OF THE CREVE COEUR CODE OF ORDINANCES CONCERNING HUMAN RIGHTS.

WHEREAS, Chapter 230 of the City of Creve Coeur's Code of Ordinances protects against unlawful discrimination in the context of state and federal laws concerning human rights; and

WHEREAS, there are regularly new developments in such state and federal laws; and

WHEREAS, in particular there have been recent developments in such laws regarding discrimination against individuals on the basis of sex/gender, sexual identity, and sexual orientation, including rulings that indicate that discrimination based on sexual identity and/or orientation are forms of discrimination based on sex/gender; and

WHEREAS, there are related issues concerning marriage and other committed relationships, and some states have authorized same-sex marriages or equivalent relationships, but Missouri has not done so and the people of the State amended the Constitution to limit marriage to heterosexual couples (Article I, section 33); and

WHEREAS, the City is a political subdivision of the state and must comply with both the Missouri Constitution and state laws as well as the United States Constitution and federal laws; and

WHEREAS, the City Council has determined that it is necessary and proper to revise Chapter 230 of the Code of Ordinances to take into account the ongoing developments in such laws; 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. Chapter 230 of the Code of Ordinances is revised as follows:

ARTICLE I. IN GENERAL

SECTION 230.010: PURPOSES OF CHAPTER

The purposes of this Chapter are:

1. To secure for all individuals within the City freedom from any unlawful discriminatory practice, through the exercise of the City's local authority..
2. To implement within the City the policies embodied in Missouri and Federal human rights established by constitutional provisions and legislation and to promote cooperation between the City and the State and Federal agencies enforcing such constitutional provisions and legislation.

SECTION 230.020: DEFINITIONS

For the purposes of this Chapter, the following terms shall be deemed to have the meanings indicated below:

COMMISSION: The Missouri Commission on Human Rights.

COMPLAINANT: A person who has filed a complaint with the Commission alleging that another person has engaged in a prohibited discriminatory practice.

COVERED MULTIFAMILY DWELLING: As defined by applicable law (see 213.040 RSMo).

DISABILITY: As defined by applicable state and federal law (see 42 USC 12102, 213.010 RSMo).

DISCRIMINATION: Any illegal treatment based on race, color, religion, national origin, ancestry, sex, age,, disability or familial status, or other status protected by law. “Discrimination based on sex” includes discrimination based on actual or perceived gender, gender identity or sexual orientation, as defined by applicable state and federal law.

DWELLING: As defined by applicable law (see 213.010 RSMo).

FAMILIAL STATUS: As defined by applicable law (see 213.010 RSMo).

HOUSING FOR OLDER PERSONS: As defined by applicable law (see 213.040 RSMo).

PERSON: Includes one (1) or more individuals, corporations, partnerships, associations, organizations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, trustees, trustees in bankruptcy, receivers, fiduciaries or other organized groups of persons.

PLACES OF PUBLIC ACCOMMODATION: As defined by applicable law (see 213.010 RSMo).

RENT: Includes to lease, to sublease, to let and otherwise to grant for consideration the right to occupy premises not owned by the occupant.

RESPONDENT: A person who is alleged to have engaged in a prohibited discriminatory practice in a complaint filed with the Commission.

UNLAWFUL DISCRIMINATORY PRACTICE: Any form of discrimination as defined herein..

ARTICLE II. DISCRIMINATORY PRACTICES

SECTION 230.030: UNLAWFUL HOUSING PRACTICES

A. It shall be an unlawful housing practice:

1. To refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, to deny or otherwise make unavailable a dwelling to any person because of race, color, religion, national origin, ancestry, sex, disability or familial status, or any other unlawful basis.
2. To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, ancestry, sex, disability or familial status, or any other unlawful basis.
3. To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, national origin,

ancestry, sex, disability or familial status, or any other unlawful basis, or an intention to make any such preference, limitation or discrimination.

4. To represent to any person because of race, color, religion, national origin, ancestry, sex, disability or familial status, or any other unlawful basis, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

5. To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, ancestry, sex, disability or familial status, or any other legally protected status.

6. To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of:

a. That buyer or renter;

b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or

c. Any person associated with that buyer or renter.

7. To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:

a. That person;

b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or

c. Any person associated with that person.

B. For purposes of [Sections 230.030](#), [230.040](#) and [230.050](#), discrimination includes:

1. A refusal to permit, at the expense of the person with the disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

2. A refusal to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

3. In connection with the design and construction of covered multi-family dwellings for first (1st) occupancy after March 13, 1991, a failure to design and construct those dwellings in such a manner that:

a. The public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability.

b. All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability in wheelchairs.

c. All premises within such dwellings contain the following features of adaptive design:

(1) An accessible route into and through the dwelling;

(2) Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;

(3) Reinforcements in bathroom walls to allow later installation of grab bars; and

(4) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

C. Compliance with the applicable requirements of the American National Standard for Buildings and Facilities providing accessibility and usability for people with physical disabilities, commonly cited as "ANSI A117.1", suffices to satisfy the requirements of Subsection (B)(3)(a) of this Section, unless state or federal law imposes more stringent requirements.

SECTION 230.040: DISCRIMINATION IN COMMERCIAL REAL ESTATE LOANS

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance because of race, color, religion, national origin, ancestry, sex, disability or familial status, or any other unlawful basis, to a person applying therefor for the purpose of purchasing, construction, improving, repairing or maintaining a dwelling, or to discriminate against him/her in fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance because of the race, color, religion, national origin, ancestry, sex, disability or familial status of such person or of any person associated with him/her, or any other unlawful basis, in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants or occupants of the dwellings in relation to which such loan or other financial assistance is to be made or given.

SECTION 230.050: DISCRIMINATION IN SELLING OR RENTING BY REAL ESTATE AGENCIES PROHIBITED

It shall be unlawful to deny any person access to or membership or participation in any multiple listing service, real estate brokers' organization or other service organization or facility relating to the business of selling or renting dwellings on account of race, color, religion, national origin, ancestry, sex, disability or familial status, or any other unlawful basis.

SECTION 230.060: DISCRIMINATION IN PUBLIC ACCOMMODATIONS PROHIBITED -- EXCEPTIONS

A. All persons within the City of Creve Coeur are free and equal and shall be entitled to the full and equal use and enjoyment within the City of any place of public accommodation, as hereinafter defined, without discrimination or segregation on the grounds of race, color, religion, national origin, sex, ancestry or disability, or any other unlawful basis.

B. It is an unlawful discriminatory practice for any person, directly or indirectly, to refuse, withhold from or deny any other person or to attempt to refuse, withhold from or deny any other person any of the accommodations, advantages, facilities, services or privileges made available in any place of public accommodation, as defined in [Section 230.020](#) and this Section, or to segregate or discriminate against any such person in the use thereof on the grounds of race, color, religion, national origin, sex, ancestry or disability, or any other unlawful basis.

C. The provisions of this Section shall not apply to a private club, a place of accommodation owned by or operated on behalf of a religious corporation, association or society or other establishment which is not in fact open to the public, unless the facilities of such establishments are made available to the customers or patrons of a place of public accommodation as defined in [Section 230.020](#) and this Section.

SECTION 230.070: ADDITIONAL UNLAWFUL DISCRIMINATORY PRACTICES

It shall be an unlawful discriminatory practice:

1. To aid, abet, incite, compel or coerce the commission of acts prohibited under this Chapter or to attempt to do so.
2. To retaliate or discriminate in any manner against any other person because such person has opposed any practice prohibited by this Chapter or because such person has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or hearing conducted pursuant to this Chapter.
3. For the City to discriminate on the basis of race, color, religion, national origin, sex, ancestry, age, disability or familial status, or any other unlawful basis, and in connection

therewith the City shall afford benefits based on marital status in compliance with state and federal law.

4. To discriminate in any manner against any other person because of such person's association with any person protected by this Chapter.

SECTION 230.080: EXEMPTIONS

A. Nothing in this Chapter shall be construed to invalidate or limit any law that requires dwellings to be designed and constructed in a manner that affords persons with disabilities greater access than is expressly required by this Chapter.

B. Nothing in [Sections 230.030](#), [230.040](#) and [230.050](#):

1. Requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

2. Limits the applicability of any reasonable restriction regarding the maximum number of occupants permitted to occupy a dwelling, nor does any provision of said Sections regarding familial status apply with respect to housing for older persons.

3. Shall prohibit conduct against a person because such person has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance, as defined by Section 195.010, RSMo. or other applicable law.

C. Nothing in this Chapter shall prohibit a religious organization, association or society or any non-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin. Nor shall anything in this Chapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodging to its members or from giving preference to its members.

D. Nothing in this Chapter, other than the prohibitions against discriminatory advertising in [Subsection \(A\)\(3\) of Section 230.030](#), shall apply to:

1. The sale or rental of any single-family house by a private individual owner, provided the following conditions are met:

a. The private individual owner does not own or have any interest in more than three (3) single-family houses at any one time; and

b. The house is sold or rented without the use of a real estate broker, agent or salesperson or the facilities of any person in the business of selling or renting dwellings and without publication, posting or mailing of any advertisement. If the owner selling the house does not reside in it at the time of the sale or was not the most recent resident of the house prior to such sale, the exemption in this Section applies to only one (1) such sale in any twenty-four (24) month period.

2. Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) independent households, if the owner actually maintains and occupies one (1) of such living quarters as his/her residence.

SECTION 2. This ordinance shall take effect in accordance with the provisions of section 3.11(g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2012.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



INTEROFFICE MEMORANDUM

Date: June 25, 2012

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Antidiscrimination Ordinance

Councilmember Kistner has worked with the City Attorney to prepare the attached antidiscrimination ordinance.

The ordinance would update Section 230 of the City's Code of Ordinances relating to discriminatory practices by making the following changes:

Definition of discrimination updated to expressly include discrimination based on actual or perceived gender, gender identify or sexual orientation.

The definition of discrimination under Section 230 includes unfair treatment based on race, color, religion, national origin, ancestry, sex, age, disability or familial status. The proposed ordinance would add the following text: "Discrimination based on sex" includes discrimination based on actual or perceived gender, gender identity or sexual orientation, as defined by applicable state and federal law.

Other definitions updates.

There are regular new developments in state and federal laws. The attached ordinance would replace several definitions in Section 230 with direct references to the according definitions in applicable state and federal law. Doing this will help ensure that the City's code continues to be current and consistent with state and federal law.

Additional clarifications.

Further amendments are proposed throughout Section 230 to clarify that illegal discriminatory practices are prohibited and that the City Code complies with and upholds state and federal laws concerning discrimination.

The ordinance shows all proposed text changes in redlined format.

Attached:

- Ordinance Updating Chapter 230 of the Creve Coeur Code of Ordinances Concerning Human Rights.

RESOLUTION NO. 1013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH COUNTY ASPHALT PAVING COMPANY, INC., FOR ASPHALT PAVEMENT RESURFACING RELATED TO THE STREET REPAIR PROGRAM FOR THE 2013 FISCAL YEAR FOR \$262,112.89.

WHEREAS, it is necessary to resurface asphalt roadway pavement in order to maintain the quality of life expected by the community

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

WHEREAS, this project and/or these improvements have been competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances

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

Section 1. The Contract between **County Asphalt Paving Company, Inc.,** and the City, attached hereto as "Exhibit A," with a **contract sum of \$ 262,112.89**, is hereby approved and the execution is hereby authorized. The Contract as executed shall be substantially in 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. 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 9th day of July, 2012:

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 3, 2012

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
2012 Asphalt Pavement Resurfacing Project

Project Discussion

City staff has developed the subject project as part of the City's annual pavement maintenance program. Asphalt pavement can be found on over two-thirds of the City's roadways, making a significant annual investment into these streets necessary.

City staff presented the City's annual pavement maintenance program to the City Council at its work session on March 26, 2012, and this presentation included a preliminary list of streets where asphalt resurfacing was anticipated at that time. The scope of the subject project has not changed since it was presented at this work session. The list of streets proposed for the subject project is as follows:

- Ladue Oaks Court (Ladue Oaks Drive to Cul-de-sac)
- Ladue Oaks Circle (Ladue Oaks Drive to Cul-de-sac)
- Ladue Oaks Drive (Ladue Road to Ladue Woods Drive) – Specified locations
- Ladue Woods Court (Ladue Woods Drive to Cul-de-sac)
- Ladue Woods Drive (Ladue Oaks Drive to Ladue Woods Court) – Specified locations
- Kingshill Drive (Prince Towne Drive to End)
- Prince Towne Drive (Winrock Drive to Kingshill Drive)
- South Graeser Road (Brooktrail Court to Cul-de-sac)
- Marford Drive (Templar Drive to End)
- Staines Court (Marford Drive to Cul-de-sac)
- Templar Drive (Magna Carta Drive to Runnymede Drive)

All of the streets proposed for this project are composed of asphalt pavement with a concrete base. Repairs to the concrete base for these roads are expected to be extensive, and these repairs are included as part of the proposed 2012 Concrete Pavement Replacement Project.

Project Financing

The proposed 2012 Asphalt Pavement Resurfacing Project will be completed using capital improvement funds. Funding is available in the FY2013 budget in account #02-61-71-9510 under the Street & Sidewalk Maintenance Program.

Advertisement

The City advertised the Invitation for Bids for the subject project in *The Countian* on June 12, 14, 19, and 21, 2012. Invitations for bids were sent to the contractors who have bid on the City's recent asphalt projects. The Invitation for Bids was also posted on the City's website.

Bid Results

Bids for the subject project were publicly opened and read on Thursday, June 28, 2012. A total of nine (9) bids were received for the project, as summarized below:

1. County Asphalt Paving Co., Inc.\$ 244,014.89
2. Byrne & Jones Construction\$ 253,466.95
3. Pace Construction Company, LLC\$ 253,499.14
4. Duraseal Paving Contractor, Inc.\$ 255,500.59
5. Krupp Construction.....\$ 256,528.31
6. Ford Asphalt Company, Inc.....\$ 258,575.28
7. E. Meier Contracting, Inc.....\$ 263,923.10
8. Gershenson Construction Co., Inc.\$ 266,559.80
9. N. B. West Contracting.....\$ 280,778.00

A copy of the bid results is attached. Three minor discrepancies were found in the bids, but these discrepancies were of no consequence to the evaluation of the bids, as the bid order was not impacted.

Bidding Discussion

The price bid for asphalt was lower than the price for asphalt that the City paid for in its 2011 asphalt resurfacing project. As such, the bid price is lower than expected.

Upon review of the bids for the proposed 2012 concrete and asphalt programs, additional pavement funding will be available for relatively minor repairs. Of the City's various pavement repair needs is the resurfacing of the parking lot at Conway Park and the replacement of the sidewalks adjacent to this parking lot. The parking lot is in poor condition, and the asphalt path leading to the new playgrounds requires several repairs. Considering the recent projects to introduce a new playground to Conway Park and to create an accessible route along Conway Road leading to this park, the need to improve the parking lot and walking path at the park has intensified.

The estimated cost for asphalt improvements at Conway Park is approximately \$18,000. After reviewing the proposed improvements to the parking lot with County Asphalt (the low bidder), County Asphalt has agreed to extend its unit prices for asphalt and milling for the parking lot resurfacing, and this figures to the benefit of the City. The work at the park will include the resurfacing of the parking lot and the walking path through the new playgrounds. The final anticipated cost for the proposed asphalt project, including the repairs to Conway Park, is \$262,012.89.

This additional work would not impact the lowest bidder for the project.

Recommendation

The recommendation is to award the subject project to County Asphalt Paving Company, Inc., due to their low bid for the work and their past performance with similar work in Creve Coeur. As an example, County Asphalt paved Morwood Drive several years ago. The expectation is that this good relationship will be continued with the successful completion of the subject project.

The recommendation is to award the 2012 Asphalt Pavement Resurfacing Project to the firm listed below for a total price of \$262,012.89:

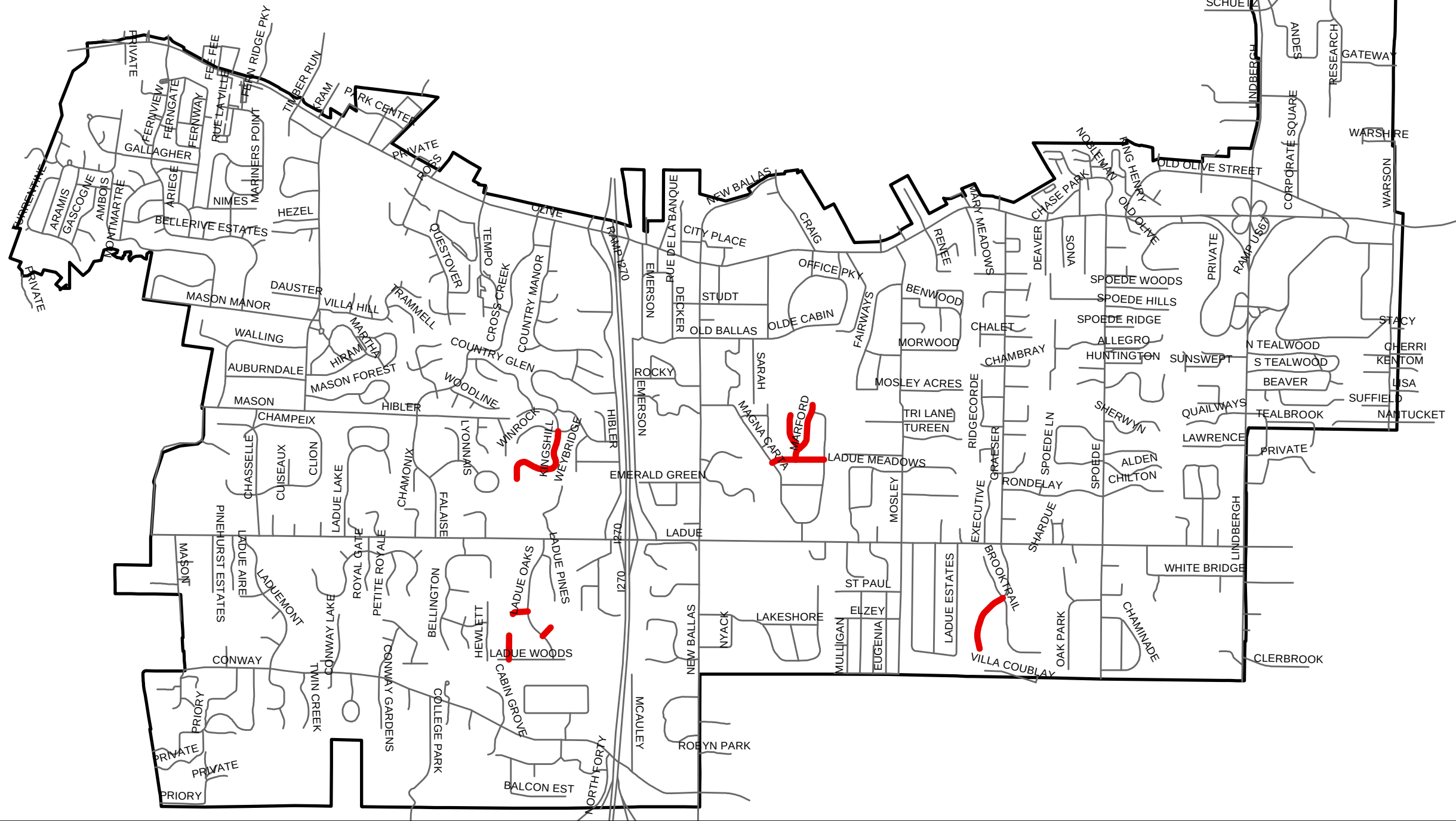
County Asphalt Paving Company, Inc.

200 South Elam Avenue

Valley Park, MO 63088

(636) 225-8005

Attachments: Bid Tabulation



2012 Asphalt Pavement Resurfacing Project

City of Creve Coeur, Missouri

June 12, 2012

Legend

- Project Roadways
- Other Roadways



Bid Tabulation

2012 ASPHALT PAVEMENT RESURFACING PROJECT

Selected locations throughout Creve Coeur, Missouri

Bids Publicly Opened and Read:
10:00 A.M. Thursday, June 28, 2012

Item No.	Quantity	Unit	Bid Item	County Paving Co., Inc.		Byrne & Jones Construction		Pace Construction Company, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
402001A	21,298	SY	PAVEMENT MILLING	\$ 1.70	\$ 36,206.60	\$ 1.85	\$ 39,401.30	\$ 1.64	\$ 34,928.72
403002A	21,248	SY	GEOSYNTHETIC INTERLAYER -SYSTEM C	\$ 2.90	\$ 61,619.20	\$ 3.00	\$ 63,744.00	\$ 2.79	\$ 59,281.92
405001A	2,331	TON	TYPE "C" BITUMINOUS PAVEMENT	\$ 59.39	\$ 138,438.09	\$ 62.15	\$ 144,871.65	\$ 63.50	\$ 148,018.50
609301	200	LF	ASPHALT CURB	\$ 15.15	\$ 3,030.00	\$ 14.50	\$ 2,900.00	\$ 23.25	\$ 4,650.00
619000A	2	EA	MOBILIZATION - MILLING	\$ 593.00	\$ 1,186.00	\$ 525.00	\$ 1,050.00	\$ 1.00	\$ 2.00
619001A	1	LS	MOBILIZATION - PAVING	\$ 3,535.00	\$ 3,535.00	\$ 1,500.00	\$ 1,500.00	\$ 6,618.00	\$ 6,618.00
BID TOTALS:				\$	244,014.89	\$	253,466.95	\$	253,499.14

 Denotes bid discrepancy. The unit bid price written in words was accepted as the bid price, as per Article 4 of the Instructions to Bidders.



Bid Tabulation

2012 ASPHALT PAVEMENT RESURFACING PROJECT

Selected locations throughout Creve Coeur, Missouri

Bids Publicly Opened and Read:
10:00 A.M. Thursday, June 28, 2012

Item No.	Quantity	Unit	Bid Item	Duraseal Paving Contractor, Inc.		Krupp Construction		Ford Asphalt Co., Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
402001A	21,298	SY	PAVEMENT MILLING	\$ 1.70	\$ 36,206.60	\$ 1.87	\$ 39,827.26	\$ 1.90	\$ 40,466.20
403002A	21,248	SY	GEOSYNTHETIC INTERLAYER -SYSTEM C	\$ 3.00	\$ 63,744.00	\$ 3.10	\$ 65,868.80	\$ 2.96	\$ 62,894.08
405001A	2,331	TON	TYPE "C" BITUMINOUS PAVEMENT	\$ 62.87	\$ 146,549.97	\$ 61.75	\$ 143,939.25	\$ 65.00	\$ 151,515.00
609301	200	LF	ASPHALT CURB	\$ 10.00	\$ 2,000.00	\$ 10.00	\$ 2,000.00	\$ 8.50	\$ 1,700.00
619000A	2	EA	MOBILIZATION - MILLING	\$ 0.01	\$ 0.02	\$ 800.00	\$ 1,600.00	\$ 750.00	\$ 1,500.00
619001A	1	LS	MOBILIZATION - PAVING	\$ 7,000.00	\$ 7,000.00	\$ 3,293.00	\$ 3,293.00	\$ 500.00	\$ 500.00
BID TOTALS:				\$	255,500.59	\$	256,528.31	\$	258,575.28

 Denotes bid discrepancy. The unit bid price written in words was accepted as the bid price, as per Article 4 of the Instructions to Bidders.



Bid Tabulation

2012 ASPHALT PAVEMENT RESURFACING PROJECT

Selected locations throughout Creve Coeur, Missouri

Bids Publicly Opened and Read:
10:00 A.M. Thursday, June 28, 2012

Item No.	Quantity	Unit	Bid Item	E. Meier Contracting, Inc.		Gershenson Construction Co., Inc.		N. B. West Contracting	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
402001A	21,298	SY	PAVEMENT MILLING	\$ 1.85	\$ 39,401.30	\$ 1.80	\$ 38,336.40	\$ 2.00	\$ 42,596.00
403002A	21,248	SY	GEOSYNTHETIC INTERLAYER -SYSTEM C	\$ 3.10	\$ 65,868.80	\$ 3.10	\$ 65,868.80	\$ 3.00	\$ 63,744.00
405001A	2,331	TON	TYPE "C" BITUMINOUS PAVEMENT	\$ 63.00	\$ 146,853.00	\$ 62.60	\$ 145,920.60	\$ 68.00	\$ 158,508.00
609301	200	LF	ASPHALT CURB	\$ 14.00	\$ 2,800.00	\$ 9.00	\$ 1,800.00	\$ 14.65	\$ 2,930.00
619000A	2	EA	MOBILIZATION - MILLING	\$ 1,750.00	\$ 3,500.00	\$ 1,697.00	\$ 3,394.00	\$ 2,500.00	\$ 5,000.00
619001A	1	LS	MOBILIZATION - PAVING	\$ 5,500.00	\$ 5,500.00	\$ 11,240.00	\$ 11,240.00	\$ 8,000.00	\$ 8,000.00
BID TOTALS:				\$	263,923.10	\$	266,559.80	\$	280,778.00

 Denotes bid discrepancy. The unit bid price written in words was accepted as the bid price, as per Article 4 of the Instructions to Bidders.

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 **County Asphalt Paving Company, Inc.,** with offices at 200 South Elam Avenue, Valley Park, Missouri 63088 (hereinafter called the "Contractor"). The project is identified as the **2012 Asphalt Pavement Resurfacing Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance Payment Bond
- 7) Technical Specifications and Construction Details
- 8) Construction Schedule

- 9) All Addenda and all Modifications issued after execution of this Contract
- 10) The Saint Louis County Standard Specifications for Highway Construction, dated February 18, 2011, including all supplemental revisions and updates through June 1, 2012, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 11) The St. Louis County Standard Drawings, dated April 27, 2012. These drawings shall be included in the reference to the "Standard Specifications" herein.
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **Sixty (60)** 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 **two-hundred-sixty-two thousand, one hundred, twelve dollars, and 89 cents (\$262,112.89)** (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
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within fourteen (14) calendar 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.

b) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

c) 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.

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

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

ARTICLE VIII

Termination by City or Contractor

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

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

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished 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. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes milling, preparing, and resurfacing roadways within the City with hot mix asphalt pavement. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

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

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

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

DATE: _____

By _____
"Contractor"

Printed Name

Title

(SEAL)

Attest: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 7, 2012

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Project Summary and Review
2011 Asphalt Pavement Resurfacing Project

This memorandum provides a summary of the 2011 Asphalt Pavement Resurfacing Project. This project was performed during the summer of 2011. While the project was completed on time, two change orders were necessary and resulted in an increase its budget.

Project Overview

The subject project was developed as part of the City's annual pavement maintenance program. The goal of the project was to remove and replace the ageing or failed asphalt driving surface for several of the City's streets. This work generally involves grinding off the top two inches of the existing asphalt pavement, repairs to and preparation of the remaining pavement, and the installation of a new asphalt driving surface. Pavement resurfacing should last about ten years before a similar project is needed again, which can be extended with the proper use of crack sealing and surface treatments, such as micro-surfacing. This work represents the most extensive rehabilitation work performed through the City's annual maintenance program.

Project Description

Scope of Work. The scope of the subject project began with a continuation of the previous year's resurfacing project. In particular, work on Morwood Lane, Sarawood Lane, and Country Fair Drive were included in the project to complete subdivisions that had seen recent pavement resurfacing or micro-surfacing. The scope of work also included part of the Ladue Meadows subdivision and all of Old Ballas Road.

Scope Changes and Change Order. The project limits on Old Ballas Road were decreased due to a delay in an expected water main replacement along the north-to-south section of Old Ballas. The project limits were then expanded to include the entire Ladue Meadows subdivision to compensate for the reduction on Old Ballas Road.

The bids for the 2011 asphalt and concrete projects were lower than anticipated, and City staff developed a significant expansion of the scopes of these projects to take advantage of the favorable prices. This additional work was presented to the City Council as a change order and was approved in August 2011.

To briefly summarize Change Order #1, the following areas were added to the project for pavement resurfacing:

- Gateway Boulevard, Paget Drive, and Woodfield Drive. These three streets are located in the light-industrial area and were in fair to poor condition.
- Mosley Acres Drive. This residential cul-de-sac was added to the project due to its poor condition and the modifications needed to reduce the size of its cul-de-sac island.
- Lake School Parking Lot. This parking lot and its curbing were in poor condition.
- Mosley Road. City staff patched several failed areas along Mosley Road between Ladue Road and Tureen Drive. Much of this area was resurfaced in order to provide a smooth driving surface instead of a line of patches.
- Graeser Road. A section of Graeser Road was overlaid as a temporary repair to cover numerous patches and rough spots. A more significant repair will be completed as part of a grant project to resurface the roadway.
- Sona Lane and New London Drive. Two failed sections of roadway were repaired.

Following the expansion of the project, the scope of work included the streets listed below:

- Country Fair Lane (Country Fair Lane to Country Fair Lane)
- Gateway Boulevard (Research Boulevard to Warson Road)
- Graeser Road (between Janridge Court and Rondelay Drive)
- Ladue Meadows Drive (Ladue Road to Mosley Road)
- Lake School Park Parking Lot
- Morwood Lane (Benwood Lane to Benwood Lane)
- Mosley Road (Ladue Road to Ladue Meadows Drive and Mosley Forest Drive to Tureen Drive)
- Mosley Acres Lane (Mosley Road to Cul de sac)
- New London Drive (just east of Peekskill Drive)
- Old Ballas Road (North New Ballas Road to Olde Cabin Road)
- Paget Drive (Corporate Square Drive to Cul de sac)
- Sarawood Lane (Benwood Lane to Cul de sac)
- Sona Lane (Olive Boulevard to Cul de sac – two locations)
- Woodfield Drive (Corporate Square Drive to Cul de sac)

The original scope of work and the project expansion are illustrated in the attached project map.

Project Timeline. The subject project was completed following the timeline outlined below:

Bidding.....	June 2011
Contract Award and Modifications.....	July-August 2011
Milling.....	August 2011
Paving	August-September 2011
Project Close-Out.....	October 2011

This project involved close coordination between the City's concrete and asphalt programs. Paving on Gateway Boulevard was slightly delayed due to a new concrete curb that was not fully cured. Otherwise, there were no significant delays in the project.

Accounting

Funding for the subject project was allocated through the City's capital improvement funds. The schedule of the 2012 Micro-Surfacing Project was adjusted so to have the project fall in FY2013 and allow the City to take advantage of the bid prices for the asphalt resurfacing work.

Bidding. Bids for the subject project were publicly opened and read on Tuesday, June 21, 2011. A total of nine (9) bids were received for the project, ranging from \$ 260,648.72 to \$ 359,397.00. The bids were lower than the engineer's estimate, and much of the price difference was a result of the low bids received for asphalt, pavement fabric, manhole adjustments, patching, and mobilization. The bids received were generally equal to or lower than those received for the 2010 asphalt work and were thought to reflect the poor economic climate at the time. The engineer's estimate had assumed an increase in costs.

The contract was awarded to Ford Asphalt Company, Inc., the firm that provided the lowest bid. Ford Asphalt Company was also the contractor which performed the 2010 Asphalt Pavement Resurfacing Project, the Spoede Road Resurfacing Project, and the New Ballas Resurfacing Project. The City had a good working relationship with this contractor, and this continued throughout the subject project.

Change Orders. The subject project required two change orders. The first was the expansion of the project detailed above. The second was a result of the adjustment of the final contract quantities to match what was needed for the project. The contract, these change orders, and the resulting contract cost are summarized below:

<u>Account 02-61-71-9510-12601: Street Improvements – Asphalt</u>	
Budget:	\$ 560,000.00
Original Contract:	\$ 260,648.72
Change Order #1 (Project Expansion):	\$ 151,834.15
Change Order #2 (Final Quantities).....	\$ 1,187.90
Final Contract:	\$ 413,670.77

The original contract was approved by the City Council on June 27, 2011 through Resolution 971. Change Order #1 was approved by the City Council on August 8, 2011 through Resolution 975. Change Order #2 was approved by the City Administrator on October 26, 2011.

An itemized account of Change Order #2 is attached.

Project concerns, complaints, or other problems.

Several minor issues arose during construction, such as damage to mailboxes, but these issues were resolved by the contractor during the project.

Some concerns were brought to City staff that the extent of paving on Woodfield Drive stopped at the cul de sac and did not extend to Lindbergh Boulevard. Part of Woodfield Drive is a public road, but about half of it is privately owned and maintained. While City staff recognized the need for repairs in the private section of the road, the City could not perform any work there without setting a bad precedent.

The subject project was completed successfully without any significant concerns. Much of this can be attributed to the performance of Ford Asphalt Company, and the City staff would welcome a future opportunity to work with Ford Asphalt Company again.

Attachments: Map: Project Roadways and Proposed Project Expansion

Description and Reason for Change Order #2 (dated October 19, 2011)



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: October 19, 2011

TO: Jim Heines, Director of Public Works

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

SUBJECT: Description and Reason for Change Order #2
2011 Asphalt Pavement Resurfacing Project

The following is an itemized discussion of the changes involved with Change Order #2 for the subject project and corresponds to the changes indicated in the attached spreadsheet. These changes represent the final adjustment of each contract item from the estimated amount in the contract to the actual measured quantity.

The resulting change for these quantity adjustments is an increase of the contract value by \$1,187.90.

- Item 109500A: Soft Soils Force Account.
Net change: \$3,000 ***decrease.***
Discussion: No unsuitable base material was found on this project.
- Item 402001A: Pavement Milling.
Net change: 1,169-square-yard ***increase.***
Discussion: I incorrectly measured the area of Gateway Boulevard, and the actual area of Gateway was much more than what was included in the contract.
- Item 403001A: Geosynthetic Interlayer – System A.
Net change: 191-square-yard ***increase.***
Discussion: The actual measured quantity for this type of pavement fabric was higher than the original estimate.
- Item 403002A: Geosynthetic Interlayer – System C.
Net change: 1,651-square-yard ***increase.***
Discussion: The actual measured quantity for this type of pavement fabric was higher than the original estimate. This type of fabric was used on Gateway Boulevard, which was incorrectly measured when setting up the contract, and this accounted for most of the quantity overrun for this item.
- Item 405001A: Type “C” Bituminous Pavement
Net change: 112-ton ***increase.***
Discussion: This increase can be attributed to the incorrect measurement on Gateway Boulevard, as discussed above, as well as an increased amount of pavement replacement on New Salem Drive.

Item 407001: Tack Coat.
 Net change: 60-gallon **increase**.
 Discussion: More pavement needed to be replaced on New Salem Drive than was originally anticipated.

Item 604201A: Adjust Manhole to Grade.
 Net change: 4-each **increase**.
 Discussion: Additional manholes were adjusted than originally estimated.

Item 604205A: Rebuild Manhole.
 Net change: 25-vertical-linear-foot **decrease**.
 Discussion: No manholes were found to need to be reconstructed.

Item 609200A: Vertical Asphalt Curb.
 Net change: 60-linear-foot **decrease**.
 Discussion: Fewer feet of asphalt curbing was required.

Item 613500A: Partial-Depth Patch Repair.
 Net change: 260-square-yard **decrease**.
 Discussion: No partial-depth patching was required.

Item 613550A: Full-Depth Patch Repair.
 Net change: 265-square-yard **decrease**.
 Discussion: No full-depth patching was required.

Item 619000A: Mobilization - Milling.
 Net change: 1-each **decrease**.
 Discussion: All of the milling for this project was performed using one mobilization, instead of the two mobilizations originally anticipated.

Item 619000A: Mobilization - Paving.
 Net change: 0.5-each **increase**.
 Discussion: An additional half mobilization was necessary for paving when concrete work on Gateway Boulevard was not finished in time to allow paving there to proceed as planned.

Item 621110A: 4" White Epoxy Pavement Markings.
 Net change: 595-linear-foot **decrease**.
 Discussion: The pavement work did not include as much of the intersection of Mosley Road at Ladue Road as originally anticipated, resulting in fewer feet of white pavement markings.

- Item 621120A: 4" Yellow Epoxy Pavement Markings.
Net change: 1,841-linear-foot ***decrease.***
Discussion: Field measurements of the yellow pavement markings were shorter than the contract quantity.
- Item 621130A: Epoxy Resin Pavement Markings, Symbols, and Legends.
Net change: 298-square-foot ***increase.***
Discussion: The stop bars and railroad crossing symbols were larger than anticipated.
- Item 622000A: Temporary Pavement Markings.
Net change: *No change.*
Discussion: None.
- Item 904001: Vehicle Loop Detector
Net change: 408-linear-foot ***increase.***
Discussion: The amount of vehicle loop detector replacement needed at the intersection of Old Ballas Road and New Ballas Road was incorrect in the original contract. The final, measured amount was greater than originally contracted.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 3, 2012

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Project Summary – 2011 Micro-Surfacing Project
Recommendation of Award – 2012 Micro-Surfacing Project

Program Overview

Surface treatments for asphalt pavement serve to seal the pavement and to help prevent the intrusion of water into the pavement base. In doing so, a surface treatment can help prevent or delay the formation of pavement distresses (e.g. pot holes) and thus extend the life of the pavement.

A surface treatment is most effective when applied to residential roads that are in generally good condition. The City's surface-treatment program includes patching and other preparatory work to address issues with cracking or pot holes in order to make a road ready for a surface treatment, and often this work ends up improving the roadway's condition prior to the surface treatment. By coupling the preparatory work and the surface treatment application, this program is able to provide improvements to many streets in the City each year. Furthermore, with a relatively low unit cost, the surface-treatment program is able to provide these improvements for only 10%-15% of the City's annual roadway maintenance budget.

In short, no other street repair currently being used by the City (other than crack sealing) is more cost-effective than the surface-treatment program.

Project Summary: 2011 Micro-Surfacing Project

City crews began patching roadways involved with the 2011 Micro-Surfacing Project in the spring of 2011. The surface-treatment application was performed by Missouri Petroleum in June 2011, and the project was completed on time and within budget with only a few issues.

Project limits. The roads involved with the 2011 Micro-Surfacing Project included two groups of streets: residential roadways and what were deemed the "office park." The residential roadways generally included streets that abut Warson Road and Lindbergh Boulevard, as well as several streets in the vicinity of the intersection of Ladue Road and Spoede Road. Work on the residential roadways was performed during the day. The "office park" roadways consisted of Craig Road, Olde Cabin Drive, and Office Parkway, and work on these streets was completed at night.

The roadways involved with the 2011 Micro-Surfacing Project were as follows:

Residential Streets

Countryshire Place
Lawrence Drive
Oak Park Court
Oak Park Drive
Spoede Acres Drive
Spoede View Court
Suffield Place
Sundown Square
Sunswept Drive

Office Park Streets

Craig Road (South of Olive)
Office Parkway
Olde Cabin Road

The 2011 project was approximately 60% residential and 40% commercial.

Budget. The 2011 project involved 38,606 square yards of pavement and was completed for \$111,557.16. This translated into a unit cost of \$2.86 per square yard, which was an increase of 12.6% over the unit cost for the City's 2010 project.

The 2011 project did not involve any change orders.

Project concerns, complaints, or other problems. All work involved a temporary closure of the roadway so to allow the surface treatment to dry and cure. Only a few motorists drove on the surface treatment before it had cured, and this was mainly in the "office park" area. The damage to the pavement was fixed by the contractor.

The only remaining issue from the project is that the surface-treatment material was washed out of the gutter line of Countryshire Place by an apparent sump-pump discharge that occurred during the application of the material. This issue will be resolved through the 2012 Micro-Surfacing Project.

2012 Micro-Surfacing Project

The proposed project has been developed as part of a multi-year plan to address various issues in the area of (generally) Falaise Drive and Hibler Road. Curb and gutter replacement that began in 2011 will continue in 2012, and this concrete work will be expanded to include some sidewalk and ramp replacement. City staff has completed asphalt patching on several of the proposed project roadways, and staff is on schedule to be complete with the patching work in time for the beginning of the proposed micro-surfacing project.

City staff presented the City's annual pavement maintenance program to the City Council at its work session on March 26, 2012. The current proposal includes the same list of streets as were presented to the Council. The streets involved in the subject project are the following:

Falaise Drive
Country Glen Lane
Oak Hollow Drive
Meadow Green Place
Cross Green Lane
Robinview Court
Woodline Drive
Hickory Glen Lane
Briargreen Court

Hibler Road
Hibler Oaks Drive
Hibler Oaks Court

Country Manor Lane

Fourwynd Drive
Shardue Lane

The project involves approximately 53,500 square yards of pavement, which is an increase of almost 40% over the 2011 project.

Schedule

It is expected that the micro-surface application will be completed within one (1) day for each residential street. Night work is a possibility for streets such as Hibler Road and Falaise Drive, but details regarding the schedule have yet to be determined.

The proposed 2012 Micro-Surfacing Project includes a deadline of August 10, 2012, in an effort to complete the work before the beginning of the school year. The intent is to issue the notice to proceed for this project as soon as possible and to have work underway by the end of July.

Project Financing

The proposed 2012 Micro-Surfacing Project will be completed using capital improvement funds. Funding is available in the FY2013 budget in account #02-61-71-9510 under the Street & Sidewalk Maintenance Program.

Advertisement

The City advertised the subject project for competitive bidding in *The Countian* on June 12, June 14, June 19, and June 21, 2012. Invitations to bid were also sent to Missouri Petroleum, Microsurfacing, Inc., and Ballou Pavement Solutions. The invitation for bids was also posted on the City's website.

Bid Results

Bids were publicly opened on Thursday, June 28, 2012.

A total of only one (1) bid was received for the work: from Missouri Petroleum. The bid results are as follows:

1. Missouri Petroleum \$ 171,735.00

Typically, Microsurfacing, Inc., and Missouri Petroleum are the only firms that perform the specified surface treatment services in this area. Ballou Pavement Solutions (based in Kansas) expressed interest but did not submit a bid. After speaking with a representative from Microsurfacing, Inc., City staff learned that their schedule is full through the end of the construction season. Microsurfacing, Inc., did not provide a bid, because they were too busy to take on the additional work.

The bid provided by Missouri Petroleum is for \$3.21 per square yard. This is higher than the unit price of \$2.86 for the same application in the 2011 project and represents a 12.2% increase from 2011. This increase is consistent with the increase experienced between 2010 and 2011 (i.e. an additional \$0.32 per square yard or a 12.6% increase), and it reflects the increased cost of materials as well as the amount of pavement striping that is included in the project. Though there was only one bid for the work, the bid appears to be reasonable, and staff recommends its acceptance.

A copy of the bid results is attached. No inconsistencies were found in the bids.

Recommendation

The recommendation is to award the subject project to Missouri Petroleum due to their past performance with similar work in Creve Coeur. As an example, Missouri Petroleum successfully completed similar surface-treatment projects for the City in 2010 and 2011. The expectation is that this good relationship will be continued with quality work and the successful completion of the 2012 Micro-Surfacing Project.

The recommendation is to award the 2012 Micro-Surfacing Project to the firm listed below for a total price of \$171,735.00:

Missouri Petroleum
1620 Woodson Road
St. Louis, MO 63114
(314) 991-2180 Ext. 223

Attachments: Bid Tabulation



Itemized Bid Results

Project: 2012 Micro-Surfacing Project

Location: Selected Locations throughout Creve Coeur, Missouri

Sealed Bids Publicly Opened and Read

9:00 am Thursday, June 28, 2012

			MISSOURI PETROLEUM			
Item No.	Quantity	Item with Unit bid price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
410000A	53,500	MICRO-SURFACING at <u>Three dollars and twenty-one cents</u> Per Square Yard	\$	3 21	\$ 171,735	00

BID TOTALS:

\$ 171,735 .00

RESOLUTION NO. 1014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH MISSOURI PETROLEUM FOR ASPHALT PAVEMENT SURFACE TREATMENTS RELATED TO THE STREET REPAIR PROGRAM FOR THE 2013 FISCAL YEAR FOR \$171,735.00.

WHEREAS, it is necessary to preserve the condition of good pavement in order to maintain the quality of life expected by the community

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

WHEREAS, this project and/or these improvements have been competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances

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

Section 1. The Contract between **Missouri Petroleum**, and the City, attached hereto as "Exhibit A," with a **contract sum of \$ 171,735.00**, is hereby approved and the execution is hereby authorized. The Contract as executed shall be substantially in 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. 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 9th day of July, 2012:

Barry Glantz
Mayor

Attest:

Deborah Ryan
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, _____ with offices at _____ (hereinafter called the "Contractor"). The project is identified as the **2012 Micro-Surfacing Project** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance Payment Bond
- 7) Construction Plans, Specifications, and Details
- 8) Construction Schedule
- 9) All Addenda and all Modifications issued after execution of this Contract

- 10) The Saint Louis County Standard Specifications for Highway Construction, dated February 18, 2011, including all supplemental revisions and updates through June 1, 2012, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 11) The St. Louis County Standard Drawings, dated April 27, 2012. These drawings shall be included in the reference to the "Standard Specifications" herein.
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Thirty (30)** days of the date of the written notice to proceed from the City to the Contractor and shall be substantially completed **by August 10, 2012**, unless specified otherwise in writing by the City.

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 **one-hundred-seventy-one thousand, seven hundred, and thirty-five dollars and zero cents (\$171,735.00)** (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
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within fourteen (14) calendar 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.

b) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

c) 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.

d) 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 application of an asphaltic surface sealant to selected residential and commercial roadways within the City. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

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

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

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

DATE: _____

By _____
"Contractor"

Printed Name

Title

(SEAL)

Attest: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 3, 2012

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
2012 Concrete Pavement Replacement Project

Project Discussion

City staff has developed the subject project as approximately one half of the City's pavement maintenance program for 2012¹. Concrete pavement makes up the driving surface or the structural base of about half of the City's streets, and concrete curbing and sidewalks line many of the City's asphalt streets, so it seems appropriate that the proposed project will be a significant portion of the annual pavement maintenance program.

City staff presented the City's annual pavement maintenance program to the City Council at its work session on March 26, 2012. This presentation did not specify a list of streets for the program, because the network of concrete streets had not yet been reviewed. All of the concrete streets in the City were reviewed for repair needs following the estimation of the concrete repairs needed to accommodate proposed and future asphalt resurfacing and micro-surfacing projects.

Work Locations

The list of streets and the associated quantity of pavement repairs that was included in the bid documents for the subject project can be found on the next page. This list of streets is relatively short due to the anticipated need to replace many concrete slabs on the "combination" streets that make up the proposed 2012 Asphalt Pavement Resurfacing Project (marked with an asterisk).

Combination streets are composed of a concrete base with an asphalt surface, and the repairs to these streets involve both concrete and asphalt programs. The combination streets involved in this year's programs are in particularly poor condition, and the anticipated concrete repairs necessary for these streets account for almost half of the proposed concrete program. Though costly, it should be noted that this type of street receives little or no concrete replacement between projects to resurface the asphalt, which can be ten to fifteen years apart.

Unfortunately, the exact concrete needs of the combination streets cannot be known until the asphalt surface is removed. City staff will evaluate the needs of the concrete pavement network in the event that the estimated repairs were more than actually needed.

¹ Of the \$1,350,000 specified for street and sidewalk repairs in the FY2013 budget, approximately \$900,000 has been allocated for the annual pavement repairs in the summer of 2012. The remaining \$450,000 is reserved for other projects in the spring of 2013, such as the reconstruction of Chasselle Lane.

Concrete Street Replacement Locations

<u>Street</u>	<u>Area</u>	<u>Street</u>	<u>Area</u>
Conway Downs Drive.....	290 SY	Ladue Woods Court *	960 SY
Emerald Green Drive	120 SY	Marford Drive *	420 SY
Hunters Grove.....	20 SY	South Graeser Road *	70 SY
Kingshill/Prince Towne *	730 SY	Staines Court *	870 SY
Ladue Oaks Circle *	320 SY	Templar Drive *	470 SY
Ladue Oaks Court *	470 SY	Winrock Drive	80 SY
Ladue Oaks Drive *	180 SY	Unassigned.....	100 SY

Total area to be replaced under this contract – 5,540 SY

Curbing and Sidewalk Repair Locations

In addition to the slab replacement specified above, various extents of sidewalk and curb replacement will be performed on the following roadways:

<u>Street</u>	<u>Street</u>
Chasselle Lane	Hibler Road
Conway Park	Hibler Oaks Drive
Country Glen Court	Hickory Glen Court
Falaise Drive	Ladue Pines Court
Ferngate Drive	Meadow Green Place
Fernway Drive	South Graeser Road
Ferntop Drive	Oak Hollow Court
Fernview Drive	Robinview Court
	Woodline Drive

Some notable aspects of the proposal include:

- The current proposal includes the removal and replacement of all of the curbing along South Graeser Road south of Brooktrail Court. The concrete base of South Graeser has been found to be in poor condition, and it is feared that a conventional resurfacing of the roadway might lead to a complete reconstruction of this street.
- The sidewalks around the Conway Park parking lot are asphalt and are in poor condition. The proposal is to replace these sidewalks as part of the 2012 concrete program and is described in further detail below.
- Concrete curbing and sidewalk replacement along streets such as Chasselle, Ferngate, Fernway, Ferntop, and Fernview are in anticipation of future projects.

Project Financing

The proposed 2012 Concrete Pavement Replacement Project will be completed using capital improvement funds. Funding is available in the FY2013 budget in account #02-61-71-9510 under the Street & Sidewalk Maintenance Program.

Advertisement

The City advertised the Invitation for Bids for the subject project in *The Countian* on June 12, 14, 19, and 21, 2012. Invitations for bids were sent to the contractors who have bid on the City's recent concrete projects. The Invitation for Bids was also posted on the City's website.

Bid Results

Bids for the subject project were publicly opened and read on Thursday, June 28, 2012. A total of six (6) bids were received for the project, as summarized below:

1. M&H Concrete Contractors, Inc.....\$ 424,897.00
2. J.M. Marschuetz Construction Company.....\$ 465,223.00
3. Concrete Strategies, LLC.....\$ 482,155.69
4. Midwest Mudjacking & Construction Co., Inc.....\$ 493,576.84
5. Lamke Trenching & Excavating, Inc.....\$ 506,406.00
6. Concrete Design, Inc.....\$ 596,337.28

A copy of the bid results is attached. Only one inconsistency was found in the bids, but this did not affect the order of the bids.

Conway Park

Upon review of the bids for the proposed 2012 concrete and asphalt programs, additional pavement funding was available for relatively minor repairs. Of the City's various pavement repair needs is the resurfacing of the parking lot at Conway Park and the replacement of the sidewalks adjacent to this parking lot. The parking lot is in poor condition, and the asphalt sidewalks have been heaved into tripping hazards by adjacent trees in several areas. Considering the recent projects to introduce a new playground to Conway Park and to create an accessible route along Conway Road leading to this park, the need to improve the sidewalks at the park has intensified.

The estimated cost for concrete improvements at Conway Park is approximately \$27,000. Some of these costs were included in the bid, but most of this cost will be in addition to the bid listed above. The final anticipated cost for the proposed concrete project, including the repairs to Conway Park, is \$452,967.00.

This additional work does not impact the lowest bidder for the project.

Recommendation

The recommendation is to award the subject project to M&H Concrete Contractors, Inc. due to their low bid for the work and their past performance with similar work in Creve Coeur. As an example, M & H Concrete successfully completed the 2010 and 2011 Concrete Pavement Replacement Projects. The expectation is that this good relationship will be continued with the successful completion of the subject project.

The recommendation is to award the 2012 Concrete Pavement Replacement Project to the firm listed below for a total price of \$452,967.00:

M & H Concrete Contractors, Inc.
3151 Industrial Park Place West
St. Peters, MO 63376
(314) 379-9682

Attachments: Bid Tabulation



BID TABULATION
2012 CONCRETE PAVEMENT REPLACEMENT PROJECT
CITY OF CREVE COEUR, MISSOURI
Public Bid Opening Held in the Council Chambers at 11:00 a.m. Thursday June 28, 2012

				M&H Concrete Contractors, Inc.		J.M. Marschuetz Construction Co.		Concrete Strategies, LLC		Midwest Mudjacking & Construction Co., Inc.		Lamke Trenching & Excavating, Inc.		Concrete Design, Inc.	
Item No.	Quantity	Unit	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
109500A	5,000	Dollar	SOFT SOILS FORCE ACCOUNT	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
502001A	2,336	SY	CONCRETE PAVEMENT REMOVAL & REPLACEMENT	\$ 45.00	\$ 105,120.00	\$ 45.50	\$ 106,288.00	\$ 49.55	\$ 115,748.80	\$ 48.32	\$ 112,875.52	\$ 48.75	\$ 113,880.00	\$ 50.90	\$ 118,902.40
502002A	3,084	SY	CONCRETE PAVEMENT REMOVAL & REPLACE (HIGH EARLY)	\$ 48.00	\$ 148,032.00	\$ 47.50	\$ 146,490.00	\$ 51.41	\$ 158,548.44	\$ 52.33	\$ 161,385.72	\$ 54.00	\$ 166,536.00	\$ 52.37	\$ 161,509.08
604201A	5	EA	ADJUST MANHOLE TO GRADE	\$ 150.00	\$ 750.00	\$ 500.00	\$ 2,500.00	\$ 538.34	\$ 2,691.70	\$ 250.00	\$ 1,250.00	\$ 600.00	\$ 3,000.00	\$ 715.00	\$ 3,575.00
604205A	20	VLF	REBUILD MANHOLE	\$ 75.00	\$ 1,500.00	\$ 250.00	\$ 5,000.00	\$ 572.80	\$ 11,456.00	\$ 30.00	\$ 600.00	\$ 2.00	\$ 40.00	\$ 250.00	\$ 5,000.00
608004A	510	SY	CONCRETE SIDEWALK	\$ 48.00	\$ 24,480.00	\$ 41.00	\$ 20,910.00	\$ 44.46	\$ 22,674.60	\$ 50.56	\$ 25,785.60	\$ 54.00	\$ 27,540.00	\$ 56.41	\$ 28,769.10
608010A	25	EA	ACCESSIBLE CURB RAMP	\$ 300.00	\$ 7,500.00	\$ 1,500.00	\$ 37,500.00	\$ 409.69	\$ 10,242.25	\$ 885.00	\$ 22,125.00	\$ 170.00	\$ 4,250.00	\$ 1,914.00	\$ 47,850.00
608100A	100	SY	CONCRETE DRIVEWAY	\$ 40.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00	\$ 58.26	\$ 5,826.00	\$ 58.00	\$ 5,800.00	\$ 54.00	\$ 5,400.00	\$ 80.42	\$ 8,042.00
608110A	100	SY	ASPHALT DRIVEWAY	\$ 41.00	\$ 4,100.00	\$ 30.00	\$ 3,000.00	\$ 72.33	\$ 7,233.00	\$ 75.00	\$ 7,500.00	\$ 60.00	\$ 6,000.00	\$ 50.00	\$ 5,000.00
609101A	5,390	LF	ROLLED CURB & GUTTER (VARIOUS WIDTHS)	\$ 21.00	\$ 113,190.00	\$ 20.00	\$ 107,800.00	\$ 21.75	\$ 117,232.50	\$ 26.00	\$ 140,140.00	\$ 28.00	\$ 150,920.00	\$ 31.25	\$ 168,437.50
609110A	245	LF	VERTICAL CURB & GUTTER (VARIOUS WIDTHS)	\$ 25.00	\$ 6,125.00	\$ 23.00	\$ 5,635.00	\$ 24.32	\$ 5,958.40	\$ 27.00	\$ 6,615.00	\$ 32.00	\$ 7,840.00	\$ 37.56	\$ 9,202.20
619115A	100	LF	VERTICAL CURB (DOWELED ON)	\$ 11.00	\$ 1,100.00	\$ 11.00	\$ 1,100.00	\$ 7.44	\$ 744.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 30.00	\$ 3,000.00
619000A	1	LS	MOBILIZATION	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,800.00	\$ 18,800.00	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00	\$ 32,050.00	\$ 32,050.00
BID TOTALS				\$ 424,897.00		\$ 465,223.00		\$ 482,155.69		\$ 493,576.84		\$ 506,406.00		\$ 596,337.28	

 Denotes bid discrepancy. The unit bid price written in words was accepted as the bid price, as per Article 4 of the Instructions to Bidders.

RESOLUTION NO. 1015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH M & H CONCRETE CONTRACTORS, INC. FOR CONCRETE SLAB REPAIRS RELATED TO THE STREET REPAIR PROGRAM FOR THE 2013 FISCAL YEAR FOR \$452,967.00.

WHEREAS, it is necessary to replace concrete street pavement and sidewalks in order to maintain the quality of life expected by the community;

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

WHEREAS, this project and/or these improvements have been competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances;

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

Section 1. The Contract between **M & H Concrete Contractors, Inc.,** and the City, attached hereto as "Exhibit A," with a **contract sum of \$ 452,967.00**, is hereby approved and the execution is hereby authorized. The Contract as executed shall be substantially in 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. 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 9th day of July, 2012.

Barry Glantz
Mayor

Attest:

Deborah Ryan
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 **M & H Concrete Contractors, Inc.**, with offices at 3151 Industrial Park Place West, St. Peters, Missouri 63376 (hereinafter called the "Contractor"). The project identified as **2012 Concrete Pavement 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) Job Special Provisions
- 4) State Wage Determination
- 5) Non-Collusion Affidavit
- 6) Performance Payment Bond
- 7) Technical Specifications and Construction Details
- 8) Construction Schedule

- 9) All Addenda and all Modifications issued after execution of this Contract
- 10) The Saint Louis County Standard Specifications for Highway Construction, dated February 18, 2011, including all supplemental revisions and updates through June 1, 2012, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;
- 11) The St. Louis County Standard Drawings, dated April 27, 2012. These drawings shall be included in the reference to the "Standard Specifications" herein.
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **One Hundred and Fifty (150)** 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 **four-hundred-fifty-two thousand, nine hundred, sixty-seven dollars and zero cents (\$452, 967.00)** (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
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within fourteen (14) calendar 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.

b) The Contractor shall be required to substantially finish portions of the work as designated by the Director of Public Works prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup as designated by the Director of Public Works.

c) 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.

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

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the removal and replacement of concrete street pavement, curbing, and sidewalks within the City. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

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

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

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

DATE: _____

By _____
"Contractor"

Printed Name

Title

(SEAL)

Attest: _____

DATE: _____

RESOLUTION NO. 1016

A RESOLUTION ADOPTING THE REVISED POLICY FOR THE CITY OF CREVE COEUR FOR INVESTMENT OF SURPLUS CITY MONIES.

WHEREAS, the City from time-to time has funds in excess of immediate expenditure requirements that are available for investment (surplus funds), and

WHEREAS, it is in the best interest of the City of Creve Coeur to invest such funds in a prudent manner to generate additional revenue for the City, and

WHEREAS, it is prudent to periodically update policies and procedures concerning the investment of City monies to insure the security of such investments,

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

Section 1: The attached 2012 Creve Coeur Investment Policy is hereby officially adopted and incorporated into the operating policies and procedures of the City.

Section 2: This Resolution shall take effect upon approval by the City Council.

Adopted this 9th day of July, 2012.

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk

I. Governing Authority*Legality*

This investment policy shall be operated in conformance with federal, state and local requirements including the Missouri State Statutes governing the investment of public funds.

II. Scope

This policy applies to the investment of all operating and trust funds of the City of Creve Coeur. Certain longer-term funds, including investments of employees' retirement funds and proceeds from certain bond issues, may be covered by separate policies.

1. Pooling of Funds

Except for cash in certain restricted and special funds, the City of Creve Coeur can consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

General Operation Funds

Operational Funds shall be pooled, managed for liquidity, and shall have an appropriate benchmark.

Longer Term Reserve Funds

The city will determine liquidity needs for operational funds and set aside other moneys in a reserve pool and have an appropriate benchmark for evaluation of investment performance.

2. External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

III. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The City of Creve Coeur will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which the City of Creve Coeur will do business, other than banks to extent all accounts therewith will be covered by FDIC insurance.
- Diversifying the portfolio so that potential losses on individual securities will be minimized.

b. Interest Rate Risk

The City of Creve Coeur will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements that offer same-day liquidity for short-term funds.

3. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

IV. Standards of Care

1. Prudence

The standard of care to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal liability for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the City Council and the purchase and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The Director of Finance and staff, acting in accordance with this policy and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes, provided that these deviations are reported to the City Administrator and Mayor and Council immediately and that the appropriate action is taken to control adverse developments.

For Bond issues to which the federal yield arbitrage regulations apply, the primary objective shall be to obtain satisfactory market yields to minimize the costs associated with investment of such funds.

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City of Creve Coeur.

3. Delegation of Authority

Authority to manage the investment program is granted to Director of Finance and derived from the ~~following ordinance 829 Section 9~~, Section ~~140.0602-221~~ of the City Code of Ordinances and RSMo 110.010, RSMo 110.020, RSMo 67.085 and RSMo 30.270. Responsibility for the operation of the investment program is hereby delegated to the Director of Finance, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy

and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

V. Investment Transactions

1. Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions pre-qualified and authorized to provide investment transactions as stated above. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness as determined by the Director of Finance and approved by the City Council. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of state registration.
- Completed broker/dealer questionnaire.
- Certification of having read, understood, and agreeing to comply with this investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the Director of Finance.

From time to time, the Director of Finance may choose to invest in instruments offered by emerging or minority firms and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted by the City Council. All terms and relationships will be fully disclosed prior to purchase and will be reported to the City Council of the City of Creve Coeur on a consistent basis. The City Council of the City of Creve Coeur should approve these types of investment purchases in advance.

Competitive Selection of Investment Instruments. Before the City invests any surplus funds, a competitive “bid” process or a solicitation of competitive quotations shall be conducted.

2. Internal Controls

The Director of Finance is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City’s independent auditor. The internal control structure shall be designed to ensure that the assets of the City of Creve Coeur are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be

derived and (2) the valuation of costs and benefits require estimates and judgments by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping within staffing constraints.
- Custodial safekeeping.
 - Securities delivered by book entry shall be held in third party safekeeping by the trust department of the bank in the name of the City of Creve Coeur. The trust department of the bank will be considered to be a third party for the purposes of safekeeping of securities purchased from the bank.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investments and wire transfers.
- Development of a wire transfer agreement with the lead bank and third party custodian.
- Accounting method. The City shall comply with the Government Accounting Standard Board (GASB) requirements in reporting assets.

3. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name or for the account of the City of Creve Coeur and shall be held by a third-party custodian as evidenced by safekeeping receipts. CD's, money market, and investment pool purchases that are typically purchased without DVP can be purchased through a wire or other means provided due diligence has been performed on where the funds are being transferred.

VI. Suitable and Authorized Investments

1. Investment Types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that The City of Creve Coeur will consider and which shall be authorized for the investments of funds by the City of Creve Coeur.

- a. United States Treasury Securities. The City of Creve Coeur may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
- b. United States Agency Securities & Instrumentalities. The City of Creve Coeur may invest in obligations issued or guaranteed by any agency of the United States Government as described in VI. (2).

- c. Repurchase Agreements. The City of Creve Coeur may invest in contractual agreements between the City of Creve Coeur and commercial banks or primary government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S. Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.
- d. Collateralized Public Deposits (Certificates of Deposit). Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities or insured by Government agencies such as FDIC as dictated by State statute.
- e. Bankers' Acceptances. Time drafts drawn on and accepted by a commercial bank, otherwise known as bankers' acceptances. The City of Creve Coeur may invest in bankers' acceptances issued by domestic commercial banks possessing the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation.
- f. Commercial Paper. The City of Creve Coeur may invest in commercial paper issued by domestic corporations, which have received the highest rating issued by Moody's Investor Services, Inc. or Standard and Poor's Corporation. Eligible paper is further limited to issuing corporations that have total commercial paper program size in excess of five hundred million dollars (\$500,000,000).
- g. Money market mutual funds regulated by the Securities and Exchange Commission and whose portfolios consist only of dollar-denominated securities.
- h. Local government investment pools either state-administered or developed through joint powers statutes and other intergovernmental agreement legislation.

2. Security Selection

The following list represents the entire range of United States Agency Securities that the City of Creve Coeur will consider and which shall be authorized for the investment of funds by the City of Creve Coeur. Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- a. U.S. Govt. Agency and instrumentalities Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.
- b. U.S. Govt. Agency and instrumentalities Discount Notes. Purchased at a discount with maximum maturities of one (1) year.

- c. U.S. Govt. Agency and instrumentalities Callable Securities. Restricted to securities callable at par only with final maturities of not greater than five (5) years.
- d. U.S. Govt. Agency and instrumentalities Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed term. Restricted to securities with final maturities of not greater than five (5) years.
- e. U.S. Govt. Agency Floating Rate Securities. The coupon rate floats off one index. Restricted to coupons with no interim caps that reset at least quarterly.
- f. U.S. Govt. Mortgage Backed Securities. Restricted to securities with final maturities of not greater than five (5) years.

3. Investment Restrictions and Prohibited Transactions

To provide for the safety and liquidity of the City's funds, the investment portfolio will be subject to the following restrictions:

- a. Borrowing for investment purposes ("Leverage") is prohibited.
- b. Instruments known as Structured Notes (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- c. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.
- d. No more than 5% of the total market value of the portfolio may be invested in bankers' acceptances issued by any one commercial bank and no more than 5% of the total market value of the portfolio may be invested in commercial paper of any one issuer.

4. Collateralization

Collateralization in accordance with section 30.270 will be required. Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value (including accrued interest) of the collateral should be at least 102% unless fully collateralized by a FHLB irrevocable letter of credit.

For certificates of deposit, the market value of collateral must be at least 102% or greater of the amount of certificates of deposits plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund. The FHLB letter

of credit shall be equal to 100% of the amount of certificate of deposits plus demand deposits less applicable FDIC insurance.

All securities, which serve as collateral against the deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five business days from the settlement date.

The City of Creve Coeur shall have a *depository contract and pledge agreement* with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

5. Repurchase Agreements

The securities for which repurchase agreements will be transacted will be limited to U.S. Treasury and government agency securities that are eligible to be delivered via the Federal Reserve's Fedwire book entry system. Securities will be delivered to the City's designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis.

VII. Investment Parameters

1. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards of the investment policy by security type and issuer shall be:

- a. U.S. treasuries and securities having principal and/or interest guaranteed by the U.S. government.....up to 100%
- b. Collateralized time and demand deposits.....not more than 50%
- c. U.S. Government agencies, and government sponsored enterprisesno more than 70%
- d. Collateralized repurchase agreements.....no more than 30%
- e. U.S. Government agency callable securities.....no more than 60%
- f. Commercial Paper.....no more than 25%
- g. Bankers' Acceptances.....no more than 25%
- h. Local Government Investment Pool.....up to 50%

- i. Governmental Money Market Funds.....up to 100%

2. Maximum Maturities

To the extent possible, the City of Creve Coeur shall attempt to match its investments with anticipated cash flow requirements. Investments in bankers' acceptances and commercial paper shall mature and become payable not more than one hundred eighty days (180) from the date of purchase. All other investments shall mature and become payable not more than five (5) years from the date of purchase. The City of Creve Coeur shall adopt weighted average maturity limitations that should not exceed three (3) years and are consistent with the investment objectives.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits, money market mutual funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

Capital projects funds can be invested to match the project and can be extended past 5 years at the discretion of the Director of Finance with the approval of the City Administrator.

Maximum Maturities of Debt Service Reserve Funds

Funds in the Debt Service Reserve Funds (DSRF) may have a longer maturity than 5 years but may not extend longer than the maturity of the issue.

VIII. Reporting

1. Methods

The Director of Finance shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City of Creve Coeur to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the City Council of the City of Creve Coeur. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements). [Note, this item will only be included once per year]
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

2. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. A series of appropriate benchmarks for evaluation of investment performance will be established by the Director of Finance against which portfolio performance shall be compared quarterly.

Commercial paper and bankers' acceptances must be reviewed monthly to determine if the rating level has changed. The commercial paper and bankers' acceptances should be reviewed for possible sale if the securities are downgraded below the minimum acceptable rating levels.

3. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the City Council of the City of Creve Coeur. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

IX. Policy Considerations**1. Exemption**

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. Adoption

This policy shall be adopted by resolution of the Council of the City of Creve Coeur. The policy shall be reviewed annually by the Director of Finance and recommended changes will be presented to the City Council for consideration.

X. List of Attachments

The following documents, as applicable, are attached to this policy:

- Securities acceptable as collateral to secure deposits
- Listing of authorized personnel
- Relevant investment statutes and ordinances
- Repurchase agreements and tri-party agreements
- Listing of authorized broker/dealers and financial institutions
- Safekeeping agreements
- Wire transfer agreements
- Sample investment reports
- Glossary



**MINUTES OF A MEETING
OF THE NOMINATING COMMITTEE
JULY 5, 2012
7:30 A.M.**

A meeting of the Nominating Committee for the Economic Development Commission was held on Thursday, July 5, 2012 starting at 7:30 a.m. at the Creve Coeur Government Center, 300 N. New Ballas Road.

Council President Hoffman called the meeting to order to consider appointment of one (1) position for the Economic Development Commission pursuant to the requirements of Section 4.4 (i) of the Creve Coeur City Charter.

Economic Development Commission

The Nominating Committee consisted of:

Barry Glantz, Mayor
Robert Hoffman, Council President

The following resumes/letters of interest were received:

- Barb Meyer

Mayor Glantz stated one position was held open on the EDC to appoint a member of the Chamber of Commerce to the EDC.

Council President Hoffman moved, seconded by Mayor Glantz to appoint Barb Meyer to a one year term which will expire June 30, 2014, with the vote upon such motion being as follows, to-wit:

Council President Hoffman – Aye
Mayor Glantz, Aye

The vote on the motion being 2 Ayes and 0 Nays, the nomination recommended was approved.

The Nominating Committee Meeting adjourned at 7:31 a.m.

Attest:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

2012 BOARD OF DIRECTORS

OFFICERS

Jeanna Woods
Delmar Gardens of Creve Coeur
President

Phyllis Messerla
AMG Corporate Offices
President Elect

Shelly Dunsmoor
Drury Hotels
Vice President, Education

Bob Gassner
Visiting Nurse Association
Vice President, Events

Dave Book
Murphy Company
Vice President, Government

Teresa Crossland
Monsanto
Vice President, Legislation

Jodi Meracle
RAJ Insurance Group
Vice President, Member Services

Kelli Kimack
M&I Bank
Treasurer

Kristen Johnson
Commerce Bank
Assistant Treasurer

Steve Kling
Jenkins & Kling, P.C.
Legal Counsel

Nancy M. Gray
Executive Vice President
Ex-Officio

DIRECTORS

Michelle Banducci
Banducci Enterprises/McDonald's

Kathy Franklin
Select Personnel

Dr. Paul Hyland
Committed to Health Chiropractic Center

Janet Jennwein
Barnes-Jewish West County Hospital

Ed Lindner
Kriegshauser West Mortuary

Barb Meyer
Mercy Health

David Peterson
Payroll 1

Chris Pickel
AT&T

Tina Powell
Vantage Credit Union

Kevin Rejent
The Rejent Law Firm

Gene Rovak
Professional Engineer

Janet Reuther Schopp
Reuther Automotive Group

Ryan Schratz
Pulaski Bank

Larry Tessier
Tessier Promotions

Director Emeritus – Bill Wyne
Wyne & Merritt PC



Chamber Of Commerce

June 20, 2012

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

Dear Debbie:

The Creve Coeur-Olivette Chamber of Commerce is pleased to present Barb Meyer as our candidate for a one-year liaison position on the EDC.

Barb serves as a Director on our board of directors and is the Vice President of Marketing and Communications for Mercy.

Please let me know if you need any other information.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeanna Woods".

Jeanna Woods
2012 President



MEMORANDUM

DATE: July 3, 2012

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Retirement of Millennium Park Debt

There has been some discussion about using the projected surpluses for retirement of Millennium Park Debt. The current structuring of the bonds allows for the debt to be called January 1, 2014. Based upon the projected surpluses for FY2012 and FY2013 I believe it is possible to retire the debt on January 1, 2014. Our projections indicate the retirement could occur as follows:

Balance 6-30-12	\$4,820,000
Principal Payment 1-1-13	(810,000)
Principal Payment 1-1-14	(650,000)
Application of Reserve	(738,000)
Balance to be Retired	\$2,622,000
General Fund Surplus Projected FY2012	(1,520,558)
General Fund Surplus Projected FY2013	(1,209,817)
Excess Surplus Amount for Debt Retirement	108,375

Therefore, it appears likely the debt could be retired with the FY2012 & FY2013 General Fund surpluses. This assumes that the normal principal and interest payments will be made thru 1-1-14 from the Capital Fund.

If it is Council's desire to proceed, I would recommend approving legislation obligating a portion of the General Fund balance for this purpose. This can be done after the actual surplus numbers are determined.

I would be pleased to answer any questions.

MEETING
OLIVE/GRAESER TRANSPORTATION DEVELOPMENT DISTRICT
BOARD OF DIRECTORS

Creve Coeur Government Center
300 North New Ballas Road, Creve Coeur, Missouri 63141

Tuesday, June 19, 2012
3:00 p.m.

MINUTES OF MEETING

*The audio of this meeting will be posted on the website of the City of Creve Coeur:
www.creve-coeur.org.*

1. OPENING AND CALL TO ORDER.

Based upon a determination that six out of nine voting directors were present, constituting a quorum, Jennifer E. Beasley, legal counsel to the District, called to order a meeting of the Board of Directors (the “**Board**”) of the Olive/Graeser Transportation Development District (the “**District**”) at approximately 3:07 p.m.

2. ROLL CALL.

Directors present:

Garry Earls
Denise Chomicki
Jeffrey Gershman
Steve Heitz
Rick Matejka
Les Steinberg

Directors absent:

Bill Biermann
David Hutkin (*Not present during roll call, but joined the meeting during review and approval of the May 11, 2012 minutes*)
Stacy Manolakas (*Not present during roll call, but joined the meeting during the District administrative costs action item*)

Advisory directors present: Mel Klearman
Dan Smith

Advisory directors absent: Mark Perkins
Michelle Voegel

Others present: Jennifer E. Beasley, Jenkins & Kling, P.C., District legal counsel

3. PUBLIC COMMENTS.

An opportunity was presented for persons in the audience to make public comments.

No comments were made.

4. ACCEPTANCE OF THE AGENDA.

An opportunity was presented to make comments or amend the agenda. No comments were made

Mr. Gershman moved to approve the agenda. Mr. Heitz seconded the motion, which carried 6-0.

5. REVIEW AND APPROVAL OF MINUTES OF BOARD OF DIRECTORS MEETING HELD ON MAY 11, 2012.

Mr. Hutkin joined the meeting. Mr. Heitz moved to approve the minutes for the last Board meeting held on May 11, 2012. Ms. Chomicki seconded the motion. No discussion ensued. A vote on the motion carried 7-0.

6. OLD BUSINESS.

a. Sales tax collection report

At the meeting, the directors received a summary of the District's sales tax collections for January through May 2012, showing that a total of \$35,495.80 was collected. Ms. Beasley announced that according to the Missouri Department of Revenue Local Tax Unit, as discussed in a prior meeting, the sales tax collections for April were unusually low due to several businesses in the District not making the reporting deadline for their April 2012 figures. The May 2012 sales tax collection figure includes the amounts unreported for the April deadline as well as the May figures. No further discussion ensued.

b. Action item: District administrative costs

Ms. Manolakas joined the meeting. Ms. Beasley noted that, as previously discussed, the District development agreement with the City of Creve Coeur (the "**City**") limits annual administrative costs to \$15,000.00 for the first year with a 3% increase per year. Mr. Steinberg stated that at the request of the Board, he looked into the outstanding administrative costs of the District. Mr. Steinberg noted that the District owes approximately \$37,000.00, with approximately \$20,000.00 owed to Pace Creve-Coeur Associates, L.L.C. (the "**Developer**") and \$17,000.00 to the District's general counsel for administrative costs incurred by the District from 2010 through 2012. Mr. Steinberg

stated that according to the accounting provided by the Developer, as of May 16, 2012 \$10,232.75 remained available in the District's administrative account to pay all administrative costs, both for past due amounts and ongoing expenses. Mr. Steinberg also brought to the Board's attention that according to Development Dynamics, which manages many transportation development districts in Missouri, average operating costs for a transportation development district after formation typically range from \$24,000.00 to \$45,000.00 annually. Discussion ensued concerning the past expenses and reduction in costs moving forward.

Mr. Earls questioned why the District's development agreement included a cap on administrative charges and noted he had not seen a transportation development district with a hard ceiling on administrative costs in working with other districts. Mr. Smith explained that he believed, at the time, the City insisted on the cap because it was concerned about the legal fees after its experience with another transportation development district within the City. Discussion continued regarding the current administrative expenses of the District and possible payment plans.

Mr. Matejka made a motion to appoint Mr. Hutkin and Mr. Steinberg to meet with the City to discuss amending the District development agreement to allow a one-time lift of the cap in order to permit the District to pay its outstanding administrative costs. Mr. Heitz seconded the motion, which carried 8-0.

c. Action item: Possible indemnification for certain District administrative costs

A motion was made by Mr. Matejka and seconded by Mr. Heitz to temporarily adjourn the open meeting and enter into a closed session with the District's general counsel for the purpose of discussion of legal actions, causes of action, or litigation in accordance with Section 610.021(1) of the Revised Statutes of Missouri, as amended. A vote on the motion carried, 7-1, with Mr. Gershman dissenting.

CLOSED SESSION STARTED AT 3:48 P.M.

CLOSED SESSION ENDED AT 4:10 P.M.

A motion was made by Mr. Earls and seconded by Mr. Hutkin to adjourn the closed session and reconvene in open session. A vote was taken to approve reconvening in open session, which carried 8-0. No further discussion ensued.

7. NEW BUSINESS.

a. Resolution No. 12-006: A resolution appointing certain officers and agents of the District

Mr. Hutkin left the meeting. Ms. Beasley noted that the Chairman of the Board, the Treasurer, and the Executive Director of the District had resigned since the last Board

meeting. Ms. Beasley further stated that the District's bylaws require these positions to be filled. Discussion ensued concerning suitable replacements for these positions.

b. Resolution No. 12-007: A resolution appointing an agent to perform certain accounting functions of the District

Ms. Beasley noted that the Developer, whom the District appointed to perform accounting functions, had resigned since the last Board meeting. Mr. Steinberg obtained a quote from the accountant who performs the accounting for the other transportation development district in the City and Ms. Beasley noted she obtained an estimate from Development Dynamics. The Development Dynamics estimate of approximately \$2,500.00 per year for preparing and submitting an annual report to the Missouri Department of Revenue, an annual budget, and a monthly report to the Board was the lowest quote. Mr. Earls questioned whether the City would perform the accounting functions as other cities do for transportation development districts within their boundaries. Mr. Smith expressed concern with the City's ability to do so and possible conflict of interest issues as the City is the holder of the District's Series A Notes. Discussion ensued.

Mr. Steinberg made a motion to table Resolution No. 12-006 and Resolution No. 12-007, which was seconded by Mr. Heitz. A vote on the motion carried 7-0.

8. ADJOURNMENT.

There being no further business, Mr. Gershman moved to adjourn the meeting. Mr. Earls seconded the motion. No discussion ensued. A vote on the motion carried 7-0.

The meeting was adjourned at approximately 4:32 p.m.

_____, Secretary of the
Olive/Graeser Transportation Development District

Date approved: _____

To: The Honorable Barry Glantz, Mayor; Members of the Creve Coeur City Council
From: Director Les Steinberg, on behalf of the Olive/Graeser Transportation Development District
Board of Directors
Date: 05 July 2012
RE: Olive/Graeser Transportation Development District

The Board of Directors of the Olive/Graeser Transportation Development District (the “**District**”) respectfully requests that the Creve Coeur City Council (the “**City**”) consider amending the District Development Agreement between the District, the City, and the property owners within the District, to allow the District to make a one-time payment of past due administrative expenses. These expenses would be added to the principal balance of the promissory notes held by the City and would bear interest at the rate charged under the promissory notes.

BACKGROUND

The District was established to fund infrastructure improvements within the District, including the realignment of the intersection and installation of a traffic signal at Olive Boulevard and Dautel Road. The District is comprised of several property owners that own commercial real estate near the intersection of Olive Boulevard and Dautel Road and is funded by a one percent sales tax collected from all businesses within the District.

On August 31, 2009 the City and the District executed a District Development Agreement which specifies certain obligations for the operations of the District and construction of the infrastructure improvements. The District Development Agreement was amended on August 31, 2009 to provide for Pace Creve-Coeur Associates, L.L.C.’s (the “**Developer**”) purchase of property within the District and on August 17, 2010 to add additional property to the District. Among other things, the District Development Agreement establishes an annual cap on administrative expenses of the District of \$15,000.00 for the first year, to be increased by three percent each year thereafter.

ISSUE

Whether intended or not, the \$15,000.00 cost cap applies to all of the following: (i) directors’ and officers’ liability insurance (approximately \$3,500.00 a year); (ii) accountants’ fees for an outside audit (approximately \$2,500.00 per year); and (iii) legal costs and expenses. The administrative costs cap in the District Development Agreement did not adequately take into consideration all of the expenses that would constitute administrative expenses, especially in the District’s initial years while the transportation improvements were being completed. The District, like many property owner transportation development districts, relies upon its counsel to handle scheduling, running of meetings, preparation of minutes, resolutions, and monthly reports, and most other administration of the District. Development Dynamics, a management firm that handles the finances for many transportation development districts in Missouri, has found that operational costs for transportation development districts once the district gets past formation most commonly range from \$25,000.00 to \$45,000.00 per year. This range is notably above the cap imposed by the District Development Agreement, which covers other costs besides legal fees. While the Board anticipates having expenses fall within the cap in the future as the infrastructure improvements are now complete and fewer Board meetings are anticipated to be necessary, nonetheless there remains outstanding administrative costs incurred over the past years in the cumulative amount of approximately \$37,000.00.

This \$37,000.00 is owed by the District to two creditors, with approximately \$20,000.00 payable to the Developer and approximately \$17,000.00 payable to the District's general counsel. These costs were generally incurred from 2010 through 2012 and are attributable to additional administrative costs the District incurred due to additional meetings while the infrastructure improvements were being completed and additional legal expenses incurred in connection with claims asserted by certain subcontractors that were not paid by a contractor for the improvements.

PROPOSED RESOLUTION

The District Board of Directors proposes an amendment to the District Development Agreement for a one-time waiver of the administrative costs cap to allow payment of the past-due administrative expenses. The allowed expenses that exceed the administrative costs cap would then be added to the principal balance of the District's promissory note held by the City and bear interest at the rate charged under the note.

The District's Board of Directors has carefully examined each of its administrative costs and made adjustments going forward to help minimize these costs. The District has cancelled the outside audit now that the infrastructure improvements are complete in order to realize savings of \$2,500.00 annually. In addition, now that the infrastructure improvements are complete, the District anticipates holding fewer meetings, which will help minimize legal fees. However, as the Developer has resigned as accountant for the District, there will be some additional administrative expenses that will be added to pay a replacement accountant for the District.

While the District's creditors, the Developer and the District's general counsel, have been patient and understanding of this issue while the District takes steps to resolve the past due bills, payments are long overdue and seriously delinquent. For example, the District's general counsel has not received any payments since August 2011 and payments to the Developer are similarly delinquent. If the District does not resolve this issue, these creditors could cease services and seek a judgment against the District and ultimately levy upon the District's money. This could leave no money in the District funds to pay ongoing administrative costs, including the premium for directors' and officers' insurance or the ability to engage legal counsel. Without this insurance or legal representation, many, if not all, of the members of the District Board of Directors would likely resign. Further, there is the risk that any levy against the sales tax would also reduce the amounts available to pay the City under the District's promissory notes or at least cause more legal fees to be incurred by the note holder. The District Board of Directors feels that it is in both the District's and the City's best interests to make a one-time correction of the administrative costs cap to resolve outstanding administrative costs incurred in the District's initial years while the transportation improvements were being constructed.

The District respectfully requests the City carefully consider agreeing to amend the District Development Agreement to allow the District to make a one-time correction of the administrative costs cap in order to pay delinquent administrative costs.