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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, November 12, 2012
7:30 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

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

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

However, the regularly scheduled meeting for Monday, November 26, 2012 will begin at 7:30 p.m. due to review the draft Storm Water Master Plan.

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5399 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project Agreement With The Missouri Highways And Transportation Commission To Enable The City To Construct The Coeur De Ville Lane Overlay Project. Final Reading**

Summary: The approval and execution of this agreement are required to be eligible for reimbursement to design and construct this project.

2. CONSENT AGENDA

- a. Council Minutes dated October 22, 2012**

- b. Bill No. 5399 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project Agreement With The Missouri Highways And Transportation Commission To Enable The City To Construct The Coeur De Ville Lane Overlay Project. Final Passage**

Summary: The approval and execution of this agreement are required to be eligible for reimbursement to design and construct this project.



CITY OF CREVE COEUR – AGENDA
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Monday, November 12, 2012
7:30 PM

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated November 6, 2012 in the amount of \$704,698.09 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 3. Bill No. 5397 - An Ordinance Amending Ordinance Number 5108 To Allow For A New Multi-Tenant Real Estate Sign Located At 555 North New Ballas Road In The “CB” Core Business District. Final Reading and Passage**

Summary: Kevin Aholt, of Land Dynamics, Inc., on behalf of Plaza Members III, LLC, has submitted an application for an amendment to the Master Signage Plan for their property at 555 N. New Ballas Road to include real estate information sign, pursuant to Section 405.950.6 of the City of Creve Coeur's Code of Ordinances. A master sign plan for the campus was originally approved by Ordinance 5108 on October 12, 2009. Planning and Zoning Commission recommended approval on Monday, October 15, 2012.

- 4. Bill No. 5398 - An Ordinance Amending Section 315.010 and 315.140 of the Creve Coeur Code of Ordinances Regarding Traffic Signals and Public Safety at Intersections. Final Reading and Passage**

Summary: The proposed ordinance clarifies and simplifies several aspects to the city's intersection safety ordinance, and also affirms the City Council's intention of continuing the red light safety program.

NEW BUSINESS

- 5. Bill No. 5400 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 2nd Day Of April, 2013, For The Election Of One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. First Reading**



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Summary: Annual ordinance to allow the City to hold an election in April.

BUSINESS FROM THE MAYOR and CITY COUNCIL

6. Disturbance of Funeral and Burial Services

Summary: Council Members Nealey and Kreuter have requested discussion of this topic.

BUSINESS FROM CITY ADMINISTRATOR

7. Strategic Planning

Summary: The FY12-13 budget includes funds to hire a consultant to assist in developing a strategic plan. A recommendation for a consultant and a timeline for the strategic planning process will be discussed.

8. City Council Meeting Schedule for Remainder of 2012

Summary: Discuss Council meeting schedule for December.

9. Staff report on the status of the Middlebrook and Chilton Culvert Rehabilitation Projects.

Summary: City staff will discuss dividing the two culvert projects into separate projects and to pursue the replacement of the Chilton Lane culvert during the current fiscal year.

10. First Quarter FY 2013 Financial Analyses

Summary: Results for the 1st quarter FY 2013 for the two major operating funds - the General Fund and the Municipal Enterprise Fund.

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 11/8/12
Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, October 22, 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, October 22, 2012.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz said the invocation.

ROLL CALL

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

COMMENTS FROM THE GENERAL PUBLIC

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

Mr. Steve Wasserman, 272 Prince Towne Drive, spoke in opposition of the property tax decrease. Mr. Wasserman stated he was upset with the Council and would rather see the tax money go into more paving of the streets.

Ms. Diann Bomkamp, 612 Fairways Circle, read a letter from Sen. Jane Cunningham regarding a redrawing of district maps and her no longer being Creve Coeur's state senator.

Mr. Gary Ratkin, 12217 Kingshill Drive, spoke in opposition of the Delmar Gardens proposal before the Planning and Zoning Commission.

Ms. Marjory Jaffe, 12173 Winrock Drive, spoke in opposition of the Delmar Gardens proposal before the Planning and Zoning Commission.

Ms. Judy Wasserman, 272 Prince Towne Drive, spoke in opposition of the Delmar Gardens proposal before the Planning and Zoning Commission.

Council Member Rhoades submitted an article from West News Magazine for the record, it was in regards to Chesterfield's tax rate staying flat, which Council Member Rhoades suggested



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looking at to model Creve Coeur's strategy, down the road. Also, Council Member Rhoades disagreed with a resident comment in regards to City Staff/Officials/Members, etc. being favored when it comes to street repairs or any kind of public works, and submitted an email for the record.

ACCEPTANCE OF AGENDA

Council Member Nealey moved, seconded by Council Member Rhoades to defer items 7 & 8 to the next meeting and approve as amended, with the vote upon such motion being as follows, to-wit:

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

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

Mayor Glantz stated that he hopes the Planning and Zoning Commission will soon take up a review of the comprehensive plan as a priority item.

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

However, the regularly scheduled meeting for Monday, November 12, 2012 will begin at 7:30 p.m. due to an extended joint work session with the Employee Pension Board.

1. CONSENT AGENDA

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

a. Council Minutes dated October 8, 2012

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 Kistner – Aye



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

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

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated October 16, 2012 in the amount of \$155,684.76 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

**2. Bill No. 5395 - An Ordinance Amending Chapter 405, Article VIII Sign Regulations Of The Zoning Ordinance And The Definition Of Terms, Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri.
Final Reading and Passage**

Recording Secretary read Bill No. 5395 for the final time.

Mr. Langdon presented alternative language regarding wall signs for in-line and mid-block uses.

Mr. Jay Steinbeck owner of Rothman Furniture, 11353 Olive Blvd stated the proposed solution by Mr. Langdon distributed to the Council solves their issue.

Council Member Kistner moved to amend Bill No. 5395 by adding the following language to the end of section 405.950.B.1: “Where the use has a storefront façade without the main entrance, the user may allocate a portion of the total gross sign area allowed by this paragraph to one additional sign located on the storefront. No use shall be permitted more than two permanent attached signs under this paragraph.” Motion seconded by Council Member Saunders, with the vote as follows:

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



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Council Member Kistner – Aye

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

Council Member Kistner moved, seconded by Council Member Saunders to approve Bill No. 5395 as amended, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5395 becomes Ordinance No. 5280.

NEW BUSINESS

- 3. Bill No. 5397 - An Ordinance Amending Ordinance Number 5108 To Allow For A New Multi-Tenant Real Estate Sign Located At 555 North New Ballas Road In The "CB" Core Business District. First Reading**

Recording Secretary read Bill No. 5397 for the first time. Applicant Don Ferguson spoke in favor of the Bill.

- 4. Bill No. 5398 - An Ordinance Amending Section 315.010 and 315.140 of the Creve Coeur Code of Ordinances Regarding Traffic Signals and Public Safety at Intersections. First Reading**

Recording Secretary read Bill No. 5398 for the first time. The City Attorney informed Council that MODOT had recently installed additional signage at some intersections.

- 5. Bill No. 5399 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A STP-Urban Program Grant Project Agreement With The Missouri Highways And Transportation Commission To Enable The City To Construct The Coeur De Ville Lane Overlay Project. First Reading**

Recording Secretary read Bill No. 5399 for the first time.

- 6. Resolution No. 1028 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The City To Join Into A**



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**Partnership With The Deer Creek Watershed Alliance By Promoting
And Endorsing The “Rainscaping Rewards Rebate Program”.**

Recording Secretary read Resolution No. 1028. Mr. Rovak and Ms. Arnold spoke in support of the Resolution.

Council member Rhoades moved, seconded by Council Member D’Alfonso to approve Resolution No. 1028, with the vote upon such motion being as follows, to-wit:

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

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

BUSINESS FROM THE MAYOR and CITY COUNCIL

7. Disturbance of Funeral and Burial Services

Item deferred until Monday, November 12, 2012.

8. Comprehensive Plan Update by Planning & Zoning Commission

Item deferred until Monday, November 12, 2012.

BUSINESS FROM CITY ADMINISTRATOR

None

Council Member Wang moved, seconded by Council Member Hoffman to adjourn at 8:13 p.m., with the vote upon such motion being as follows, to-wit:

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



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

Submitted by:

Julie Lowery
Recording Secretary

Barry Glantz
Mayor

BILL No. 5399

ORDINANCE No _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI
AUTHORIZING THE EXECUTION OF A STP-URBAN PROGRAM GRANT PROJECT
AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TO ENABLE THE CITY TO CONSTRUCT THE COEUR DE VILLE LANE OVERLAY
PROJECT.**

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

WHEREAS, the City has been awarded grant funding under the STP-S program to assist with the cost to construct an asphalt overlay on Coeur de Ville Lane as well as construct ADA compliant sidewalk improvements, provide landscaping; and

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

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

Section 1: The STP Program Agreement between the Missouri Highways and Transportation Commission and the City regarding the construction of an asphalt overlay on Coeur de Ville Lane as well as construct ADA compliant sidewalk improvements and landscaping attached hereto as Exhibit A is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be in substantially the form of Exhibit A, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Adopted this ____ day of _____ 2012.

Robert Hoffman
President of City Council

Adopted this ____ day of _____ 2012.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

Exhibit A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 06/12 (MWH)
Modified:

Creve Coeur
Coeur De Ville

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-5526(639)
Award Year: 2014
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Creve Coeur, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, 23 U.S.C. §133 authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5526(639) involves:

Resurfacing, sidewalk upgrades, and landscaping on Coeur De Ville from Olive Blvd. (Route 340) to Ladue Rd. (Route AB).

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5526(639) by the Commission is within the city limits of Creve Coeur, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Coeur De Ville from Olive Blvd. (Route 340) to Ladue Rd. (Route AB).

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

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

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

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STP-5526(639) or contemplated by this Agreement.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$419,533.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5526(639) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly for amounts equal to or greater than \$10,000.00. The City shall repay any progress payments which involve ineligible costs.

(19) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(20) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(21) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(22) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

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

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

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
300 N. New Ballas Road
Creve Coeur, MO 63141
Facsimile No. 314-872-2505
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, Missouri, 63017
Facsimile No: 537-522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (28) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction,

the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 20____.

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No:_____



Coeur de Ville Lane Overlay Project

"EXHIBIT A"

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

0 250 500 1,000 1,500 2,000 Feet



EXHIBIT A

Exhibit B – Project Schedule

Project Description:

Project STP-5526(639) involves resurfacing, sidewalk upgrades, and landscaping on Coeur De Ville from Olive Blvd. (Route 340) to Ladue Rd. (Route AB).

Task	Date
Date funding is made available or allocated to recipient	10/2013
Engineering Services Contract Approved	10/2013
Preliminary and Right-of-Way Plans Submittal	11/2014
Plans, Specifications & Estimate (PS&E) Submittal	2/2015
Plans, Specifications & Estimate (PS&E) Approval	3/2015
Advertisement for Letting	4/2015
Bid Opening	6/2015
Construction Contract Award or Planning Study completed	7/2015

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: October 16, 2012

TO: Mark Perkins, City Administrator,

FROM: Jim Heines, Director of Public Works

SUBJECT: Recommendation to Execute a STP Program Agreement with the Missouri Highways and Transportation Commission for Coeur de Ville Lane Overlay Project

The City of Creve Coeur has been selected as a successful STP-S grant applicant for the Coeur de Ville Lane Overlay Project. This is a federally funded grant opportunity administered by the Missouri Highways and Transportation Commission.

Various improvements are planned for Coeur de Ville Lane both on the City maintained portion and MoDOT maintained portions between Olive Blvd. and Ladue Rd. The scope of work for this project includes:

- Concrete curb and sidewalk replacement
- ADA compliant improvements on the sidewalk
- Repairs to retaining wall
- Landscape improvements at various locations along the I-270 ROW and along Ladue Rd.
- Asphalt rotomill and overlay on the city maintained section of the road

The estimated cost to construct the improvements listed above is \$524,441 of which 80% (419,553) is reimbursable through the grant. The city's anticipated out of pocket cost for this project is 20% (\$104,888). The project schedule and costs are listed below:

<u>Item</u>	<u>Cost</u>	<u>Grant/City</u>	<u>Federal Fiscal Year</u>
Engineering	\$ 50,000	\$40,000/\$10,000	2014 (Oct 1 2013)
Construction	\$474,441	\$379,553/\$94,888	2015 (Oct 1 2014)

As a requirement of the grant the city must enter into an enabling agreement with the Missouri Highways and Transportation Commission committing to following the guidelines of the grant program.

Public Works staff recommends the execution of six copies of the attached agreement on behalf of City Council to retain the city's eligibility for grant reimbursement on this project.



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

DATE: November 6, 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 November 6, 2012 in the amount of \$704,698.09.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01841	0		110112	01-Nov-12	AUSTRIN, DEBRA	SEWER LATERAL REIMBURSEMENT	02-00-00-1901	2,120.00
01840	0		102312	23-Oct-12	MCAULIFFE, GEORGE	SEWER LATERAL REIMBURSEMENT	02-00-00-1901	2,039.20
00116	0		1124	18-Oct-12	SAM'S CLUB	PRISONER MEALS	01-00-00-2410	<u>85.24</u>
Sum of Invoices								4,244.44



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01000	0		102312	23-Oct-12	SULLIVAN PUBLICATIONS	SEPT CODE BOOK UPDATE	01-11-13-6203	<u>180.00</u>
							Sum of Invoices	180.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01120	0		093012	30-Sep-12	ASI	QUARTERLY ADMIN FEES-FLEX PLAN	01-12-11-6203	171.30
00244	0		9504	01-Oct-12	DEVELOPMENT STRATEGIES	PROF SVCS 8/1/12 - 8/31/12	01-12-11-6203	<u>900.00</u>
Sum of Invoices								1,071.30



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00139	0	P001532	XFXR28255	14-Oct-12	DELL	4 OPTIPLEX 3010 (REPLACES 380	01-12-51-7331	4,155.88
00139	0	P001532	XFXR6JK93	15-Oct-12	DELL	1 LATITUDE E6530 (REPLACES 36	01-12-51-7331	1,870.55
00050	0		INV0025292	15-Oct-12	REJIS	PIX FIREWALL MAINTENANCE	01-12-51-6213	21.24
01147	0		IN-000050820	15-Oct-12	SOUTHERN COMPUTER WAREHOUSE	ERGONOMIC MONITOR STANDS-IT	01-12-51-6213	257.96
01147	0		IN-000051278	16-Oct-12	SOUTHERN COMPUTER WAREHOUSE	MONITOR EXTENSION-IT	01-12-51-6213	51.94
Sum of Invoices								6,357.57



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

FINANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00041	0	P001475	110212	05-Nov-12	MUNI FINANCIAL	SERVICES 10/4/12 TO 10/11/12	01-13-11-6202	<u>1,007.50</u>	
							Sum of Invoices		1,007.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050	0		INV0025291	15-Oct-12	REJIS	OCT 2012 SUBSCRIPTION FEE	01-13-14-6202	<u>2,239.56</u>
Sum of Invoices								2,239.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00249	0		40089	24-Oct-12	AMERICAN CARNIVAL MART	RAFFLE TICKETS-EMP LUNCHEON	01-13-15-6272	4.95
00014	0	P001494	0215132 10/12	06-Oct-12	CHARTER COMMUNICATIONS	TV SVC GOVT CTR (10/16-11/15/1	01-13-15-6255	81.14
00014	0	P001494	0215116 10/12	06-Oct-12	CHARTER COMMUNICATIONS	TV SVC GARAGE (10/16-11/15/12)	01-13-15-6255	67.47
					MISSOURI DIVISION OF EMPLOYMENT			
00255	0		3-2012	30-Oct-12	SECURITY	UNEMPLOYMENT BENEFITS	01-13-15-5244	2,880.00
00045	0		627951282001	08-Oct-12	OFFICE DEPOT	STORAGE BOXES, STOOL	01-13-15-7312	89.61
00045	0		629826952001	23-Oct-12	OFFICE DEPOT	VARIOUS OFFICE SUPPLIES	01-13-15-7312	162.56
00076	0		91432507	26-Oct-12	PEPSI-COLA	SODA FOR CITY HALL	01-13-15-7304	203.22
00077	0		6395231	09-Oct-12	QUILL	ENVELOPES FOR PD	01-13-15-7312	52.18
00077	0		6393742	09-Oct-12	QUILL	TONER-DETECTIVES	01-13-15-7312	151.29
01169	0		3184427035	20-Oct-12	STAPLES ADVANTAGE	BINDERS, LABELS	01-13-15-7312	75.44
00075	0		3417	12-Oct-12	WUSSLER BUSINESS FORMS	BUSINESS CARDS	01-13-15-7312	109.00
Sum of Invoices								3,876.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

COMMUNITY SERVICES

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00116	0		3988-1	08-Oct-12	SAM'S CLUB	COMMUNITY FORUM SUPPLIES	01-14-11-7304	<u>19.34</u>
							Sum of Invoices	19.34



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5310596	23-Oct-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (102312)	06-14-31-7301	0.88
01550	0		452-584022	16-Oct-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (10/16/120	06-14-31-7301	0.88
01550	0		452-5336785	30-Oct-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (103012)	06-14-31-7301	0.88
01550	0		452-5257687	09-Oct-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (100912)	06-14-31-7301	0.88
01550	0		452-5310596	23-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORMS (102312)	06-14-31-7308	3.96
01550	0		452-584022	16-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/16/12)	06-14-31-7308	3.96
01550	0		452-5336785	30-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORMS (103012)	06-14-31-7308	3.96
01550	0		452-5257687	09-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORMS (100912)	06-14-31-7308	3.96
00948	0		114678	11-Oct-12	C&R MECHANICAL	BUILDING MAINT. CONTRACT ICE	06-14-31-6211	1,686.00
00080	0		9339-127-5	21-Oct-12	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	21.99
00080	0		2206-145-5	05-Oct-12	DIERBERGS	BIRTHDAY CAKE	06-14-31-7304	27.99
00039	0		797477	28-Sep-12	INDUSTRIAL SOAP	CLEANING SUPPLIES	06-14-31-7301	274.34
00082	0		0634603	25-Oct-12	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	120.15
00082	0		0628126	05-Oct-12	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	119.85
Sum of Invoices								2,269.68



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00127	0		176386	24-Oct-12	ERB EQUIPMENT COMPANY	HYDRAULIC CYLINDER REPAIR	06-14-32-6211	456.35
00081	0		9942125163	03-Oct-12	GRAINGER	FAUCET FOR BATHROOM	06-14-32-6212	109.40
00081	0		9936908806	26-Sep-12	GRAINGER	ELECTRICAL FOR IRRIGATION CONT	06-14-32-6212	22.48
01415	0		0006401	05-Oct-12	GREENSPRO, INC.	FALL FERTILIZER	06-14-32-7303	740.00
01415	0		0006370	02-Oct-12	GREENSPRO, INC.	FERTILIZER FALL APPLICATION	06-14-32-7303	740.00
00117	0		5183001	11-Oct-12	HOME DEPOT	REPLACEMENT TREES FOR COURSE	06-14-32-7303	245.01
00491	0		108661-1	17-Oct-12	SCHMITTEL'S NURSERY	REPLACEMENT TREES ON COURSE	06-14-32-7303	750.00
00491	0		108661-2	18-Oct-12	SCHMITTEL'S NURSERY	REPLACEMENT TREES GOLF COURSE	06-14-32-7303	675.00
Sum of Invoices								3,738.24



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00948	0		114678	11-Oct-12	C&R MECHANICAL	BUILDING MAINT CONTRACT PRO SH	06-14-33-6211	<u>562.00</u>
Sum of Invoices								562.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5310596	23-Oct-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (102312)	06-14-34-7301	3.58
01550	0		452-584022	16-Oct-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (101612)	06-14-34-7301	3.58
01550	0		452-5336785	30-Oct-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (103012)	06-14-34-7301	3.58
01550	0		452-5257687	09-Oct-12	ARAMARK UNIFORM SERVICES	WIPING TOWELS (100912)	06-14-34-7301	3.58
00080	0		8780-114-5	11-Oct-12	DIERBERGS	SNACKS FOR RESALE	06-14-34-8319	17.77
00116	0	P001478	3988.	08-Oct-12	SAM'S CLUB	FOOD FOR RESALE (10/08/12)	06-14-34-8315	4.56
00116	0	P001478	3988.	08-Oct-12	SAM'S CLUB	SNACKS FOR RESALE (10/08/12)	06-14-34-8319	187.70
00116	0		3988	08-Oct-12	SAM'S CLUB	MISCELLANEOUS SUPPLIES	06-14-34-8321	31.26
Sum of Invoices								255.61



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00090	0		2012-3531	15-Oct-12	AMERICAN WATER TREATMENT	4TH QTR WATER TREATMNT SVC FEE	01-16-11-6212	494.44
01550	0		452-5310695	23-Oct-12	ARAMARK UNIFORM SERVICES	CH UNIFORM RENTAL (10/23/12)	01-16-11-7308	7.92
01550	0		452-5284021	16-Oct-12	ARAMARK UNIFORM SERVICES	CH UNIFORM RENTAL (10/16/12)	01-16-11-7308	7.92
01550	0		452-5336784	30-Oct-12	ARAMARK UNIFORM SERVICES	CH UNIFORM RENTAL (10/30/12)	01-16-11-7308	7.92
00102	0		739162	30-Oct-12	BEYERS LUMBER	HARDWARE TO HANG MOVIE SCREEN	01-16-11-7302	6.61
00164	0		029285	24-Oct-12	NEW SYSTEM CARPET & BUILDING CARE LTD.	RETURN #029134	01-16-11-7301	-141.19
00164	0		029134	19-Oct-12	NEW SYSTEM CARPET & BUILDING CARE LTD.	CLEANING SUPPLIES FOR CH	01-16-11-7301	544.49
00164	0		029284	29-Oct-12	NEW SYSTEM CARPET & BUILDING CARE LTD.	PADS,ELECTROSOL,DISWASHING LIQ	01-16-11-7301	213.95
00116	0		1124	18-Oct-12	SAM'S CLUB	LOUNGE SUPPLIES	01-16-11-7304	406.54
01779	0		201210220126	22-Oct-12	ST LOUIS COUNTY TREASURER	INSPECTION OF ELEVATOR	01-16-11-6211	9.00
00087	0		44351	19-Oct-12	SYSTEMAIRE	REPAIR HEAT PUMPS #19,#34	01-16-11-6212	864.00
00087	0		44302	12-Oct-12	SYSTEMAIRE	CIRCUIT BOARDS-HEAT PUMPS	01-16-11-6212	930.00
Sum of Invoices								3,351.60



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01644	0		95346	18-Oct-12	AA KEY & LOCK SERVICE	SERVICE CALL TO FIX SAFE LOCK	01-21-11-7302	60.00
00941	0		22594	30-Oct-12	DEAF WAY INTERPRETING SERVICES	INTERPRTR INTRVIEW DEAF CLIENT	01-21-11-6203	150.00
00080	0		8555-147-5	25-Oct-12	DIERBERGS	WTR FOR OFCR PATR COAL PROTEST	01-21-11-7304	4.69
00095	0		230700	19-Oct-12	DOBBS TIRE & AUTO	TIRE & WHEEL FOR CAR 2412	01-21-11-6210	243.22
00050	0		INV0025292	15-Oct-12	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0025292	15-Oct-12	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0	P001462	INV0025292.	15-Oct-12	REJIS	MONTHLY SUBSCRIPTION FEE OCT 2	01-21-11-6202	4,030.39
00050	0	P001497	INV002592.2	15-Oct-12	REJIS	12 CHARTER FIBER 5.0M CONN-OCT	01-21-11-6202	855.00
00050	0	P001498	INV0025292.1	15-Oct-12	REJIS	GLOBAL SOFTWARE SVCS-OCT 2012	01-21-11-6213	1,102.50
00050	0		OMV0025293	18-Oct-12	REJIS	LIC PLATE RECOG CONF/SETUP	01-21-11-6213	168.00
00093	0		6329	15-Aug-12	SOUTHWEST FAMILY TESTING	PSYCH EVAL FOR RESERVE OFFICER	01-21-11-6203	425.00
01048	0		2816624080	18-Oct-12	VERIZON WIRELESS	OCTOBER AIR CARD CHARGES	01-21-11-6253	37.20
Sum of Invoices								7,147.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00050	0		INV0025292	15-Oct-12	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	10.50
00096	0		125338	06-Oct-12	EVS	RADIO REMOVE/INSTALL DET CAR	01-21-21-6210	150.00
00080	0		5453-147-5	17-Oct-12	DIERBERGS	REFRESHNTS CRIMINAL EXCHG MTG	01-21-21-6264	17.98
Sum of Invoices								178.48



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00007	0		379-612733	25-Oct-12	BATTERIES PLUS - 270	(48) AA BATT & (24) C BATT	01-21-22-7302	36.72
00234	0	P001480	374994	29-Sep-12	ED. ROEHR SAFETY PRODUCTS	ABAI-SX01-2C AMERICAN BODY A	01-21-22-9503	635.00
00234	0	P001481	374994.	29-Sep-12	ED. ROEHR SAFETY PRODUCTS	ABAI-SX01-2C AMERICAN BODY A	01-21-22-9503	635.00
00234	0		374994..	29-Sep-12	ED. ROEHR SAFETY PRODUCTS	2 BALLISTIC VESTS	01-21-22-9503	1,270.00
00234	0		375621	12-Oct-12	ED. ROEHR SAFETY PRODUCTS	RETURN 2 BALLISTIC VESTS	01-21-22-9503	-1,270.00
00096	0	P001536	125339	06-Oct-12	EVS, INC.	CHANGEOVER TRAFFIC CAR 2424	01-21-22-6210	1,994.14
00094	0		155640	15-Oct-12	FIRESTONE	CAR 2414 3000 MILE SERVICE	01-21-22-6210	95.71
00094	0		156043	31-Oct-12	FIRESTONE	CAR 2404 REPLACE BATTERY	01-21-22-6210	150.01
00094	0		155672	16-Oct-12	FIRESTONE	CAR 2411 3000 MILE SVS	01-21-22-6210	22.99
00094	0		156234	31-Oct-12	FIRESTONE	CAR 2407 3000 ML SVS/REAR BRKS	01-21-22-6210	272.56
00094	0		155724	17-Oct-12	FIRESTONE	CAR 2406 3000 ML SVS + FUEL F	01-21-22-6210	95.71
00094	0		155769	18-Oct-12	FIRESTONE	CREDIT FOR OVERCHARGE	01-21-22-6210	-30.67
00094	0		156021	25-Oct-12	FIRESTONE	CAR 2404 REM.& REPL, HDLAMP	01-21-22-6210	63.91
00094	0		155473	13-Oct-12	FIRESTONE	VEH 2422 MSTR BRAKE CYLNDR,ETC	01-21-22-6210	877.17
00094	0		155708	17-Oct-12	FIRESTONE	CAR 2410 3000 MILE SVS FUEL FL	01-21-22-6210	126.38
00608	0		75813	09-Oct-12	NORTHWEST TIRE & AUTO	REMOVE/INSTALL TRAILER HITCH	01-21-22-6210	107.00
00050	0		INV0025292	15-Oct-12	REJIS	14 VERIZON DATA LINES	01-21-22-6253	672.00
01584	0		1205593	26-Oct-12	RESPONDER PUBLIC SAFETY EQUIPMENT	(2) LED LIGHTS FOR 2013 EXPLOR	01-21-22-6210	270.85
00266	0		421640	09-Oct-12	SUNTRUP	2 GALLONS COOLANT FOR 2422	01-21-22-6210	26.80
00266	0		421535	05-Oct-12	SUNTRUP	WHEEL COVER & 2 GALS COOLANT	01-21-22-6210	80.88
00266	0		242018	29-Oct-12	SUNTRUP	REPLACE BATTERY-CAR 2410	01-21-22-6210	49.70
Sum of Invoices								6,181.86



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048	0		2814603349	13-Oct-12	VERIZON WIRELESS	AIR CARD SVC-PW	01-31-11-6253	<u>37.71</u>
							Sum of Invoices	37.71



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131	0		9904768423	30-Sep-12	AIRGAS	GAS RENTAL-SHOP	01-31-41-7307	45.29
01550	0		452-5336781	30-Oct-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (10/30/12)	01-31-41-6212	8.91
01550	0		452-5284018	16-Oct-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (10/16/12)	01-31-41-6212	8.91
01550	0		452-5310593	23-Oct-12	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (10/23/12)	01-31-41-6212	8.91
01550	0		452-5336781	30-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/30/12)	01-31-41-7308	41.05
01550	0		452-5284018	16-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/16/12)	01-31-41-7308	71.41
01550	0		452-5310593	23-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/23/12)	01-31-41-7308	41.05
00102	0		738437	19-Oct-12	BEYERS LUMBER	SHOP KEYS	01-31-41-7304	14.72
00010	0		916145	22-Oct-12	BRANNEKY HARDWARE	KEYS FOR SHOP	01-31-41-6211	59.96
00010	0		915952	17-Oct-12	BRANNEKY HARDWARE	FITTINGS FOR AIR COMPRESSOR	01-31-41-6211	6.98
00010	0		915865	16-Oct-12	BRANNEKY HARDWARE	SOCKETS,BULBS,BOLTS	01-31-41-6212	176.03
00010	0		916145	22-Oct-12	BRANNEKY HARDWARE	WEATHER STRIPPING-LEAF VAC	01-31-41-7304	167.76
00010	0		916809	31-Oct-12	BRANNEKY HARDWARE	CLIP BOARDS, PENS	01-31-41-7304	29.79
00013	0		1763-201246	24-Oct-12	CARQUEST AUTO PARTS	FUEL FILTERS FOR LEAF VAC	01-31-41-6211	21.48
00099	0		1283007	30-Sep-12	CEEKAY SUPPLY	GAS RENTAL GARAGE	01-31-41-7307	62.10
01132	0		W13560	17-Oct-12	CMW EQUIPMENT	REPAIR OF WEED WACKER	01-31-41-6211	231.00
01132	0		R14663	16-Oct-12	CMW EQUIPMENT	KUBOTA ROLLER RENTAL	01-31-41-6266	175.00
01466	0		140039675	25-Oct-12	CROSS MIDWEST TIRE	FRONT TIRES-TRUCK #200	01-31-41-6210	244.54
00141	0		118725	29-Oct-12	ELECTRO BATTERY	BATTERIES FOR LEAF VACS	01-31-41-6211	336.04
00141	0		11/129	10-Sep-12	ELECTRO BATTERY	CREDIT RETURN OLD BATTERY	01-31-41-6211	-7.00
00141	0		11/127	10-Sep-12	ELECTRO BATTERY	BATTERIES-CURB MACHINE	01-31-41-6211	64.12
00049	0		35350	30-Oct-12	EMPLOYEE STAFFING GROUP	TEMP HELP W/O 10/22/12	01-31-41-6207	1,613.25
00127	0		1079441	16-Oct-12	ERB EQUIPMENT COMPANY	ALTERNATOR-VERMEER CHIPPER	01-31-41-6211	331.69
00127	0		1079440	16-Oct-12	ERB EQUIPMENT COMPANY	DRAIN VALVE,HOSE-V.CHIPPER	01-31-41-6211	179.75
00023	0		293587	22-Oct-12	FRED WEBER	ASPHALT-BOOTHBAY COURT	01-31-41-7305	118.00
00023	0		290782	09-Oct-12	FRED WEBER	ASPHALT-HIBLER ROAD	01-31-41-7305	413.00
00023	0		291746	12-Oct-12	FRED WEBER	ASPHALT-SIDEWALK BIERNE PK	01-31-41-7305	236.00
00023	0		292935	18-Oct-12	FRED WEBER	ASPHALT-BEIRNE PD/SUNSWEPT	01-31-41-7305	354.00
00023	0		292340	16-Oct-12	FRED WEBER	ASPHALT-BEIRNE PK SIDEWALK	01-31-41-7305	354.00
00023	0		292241	15-Oct-12	FRED WEBER	ASPHALT-BEIRNE PK/SUNSWEPT	01-31-41-7305	118.00



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
00128	0		53164188.001	18-Oct-12	FROST ELECTRIC	LIGHT-OLIVE/270 BRIDGE DECK	01-31-41-6251	302.09
00081	0		9950319849	12-Oct-12	GRAINGER	OUTDOOR CONVEX MIRROR	01-31-41-7305	123.00
00081	0		9955772232	19-Oct-12	GRAINGER	CREDIT #9955422002	01-31-41-7305	-246.00
00081	0		9955422002	18-Oct-12	GRAINGER	OUTDOOR CONVEX MIRROR	01-31-41-7305	246.00
00081	0		9955777918	19-Oct-12	GRAINGER	OUTDOOR MIRROR	01-31-41-7305	162.20
00081	0		9955927448	19-Oct-12	GRAINGER	OUTDOOR MIRROR	01-31-41-7305	162.20
00081	0		9955927448	19-Oct-12	GRAINGER	SPORT DRINKS	01-31-41-7308	43.68
00117	0		7065263	19-Oct-12	HOME DEPOT	TOOL HOLDER,STORAGE HANGER	01-31-41-6212	81.01
00117	0		7151922	19-Oct-12	HOME DEPOT	KEY RETURN-DID NOT WORK	01-31-41-6212	-14.96
00789	0		392953	17-Oct-12	K&K SUPPLY	FITTINGS FOR AIR COMPRESSOR	01-31-41-6211	17.02
00156	0		0053492	29-Oct-12	L & C TRUCK REPAIR, INC.	REPAIR DUMP BED #309	01-31-41-6210	133.50
00156	0		0053298	08-Oct-12	L & C TRUCK REPAIR, INC.	REPAIR CONTROL CABLE-TRUCK 204	01-31-41-6210	427.68
00156	0		0053454	29-Oct-12	L & C TRUCK REPAIR, INC.	REPAIR HYDRAULIC ARM-LEAF VAC	01-31-41-6211	418.87
00042	0		95568	18-Oct-12	MPR SUPPLY	PARTS-BLOW OUT IRRIGATION SYS	01-31-41-6211	197.17
00786	0		0436786-IN	18-Oct-12	NEUMAYER EQUIPMENT COMPANY, INC.	REPLACED SWIVEL ON GAS PUMP	01-31-41-6212	128.30
00786	0		0436784-IN	18-Oct-12	NEUMAYER EQUIPMENT COMPANY, INC.	REPLACED MODEM-GAS PUMP	01-31-41-6212	81.80
00164	0		028608	23-Oct-12	NEW SYSTEM CARPET & BUILDING CARE LTD.	ICE MELT FOR SHOP	01-31-41-7310	428.50
00165	0		TI-0255367	30-Oct-12	NEWMAN TRAFFIC SIGNS	STREET SIGNS	01-31-41-7311	137.26
01669	0	P001508	229334	17-Sep-12	PROTANK LLC	11065 GALLON WATER TANK PLUS	01-31-41-9503	1,825.00
00169	0		71044678	23-Oct-12	PURCELL TIRE CO.	REPAIR ALIGNMENT TRUCK #200	01-31-41-6210	112.35
00437	0		101212	12-Oct-12	SHELLY'S SAFETY PLUS FIRST AID	ASPIRINE-REFILL 1ST AID KIT	01-31-41-7308	39.90
01779	0		201210220126	22-Oct-12	ST LOUIS COUNTY TREASURER	INSPECTION OF AIR COMPRESSOR	01-31-41-6202	9.00
01489	0		GJ184	16-Oct-12	SUPERCO SPECIALTY PRODUCTS	CHEMICAL TO CLEAN ASPHALT TOOL	01-31-41-7305	130.40
00562	0		21108	26-Oct-12	TRAFFIC CONTROL COMPANY	"ROAD CLOSED AHEAD" SIGN	01-31-41-7311	720.00
Sum of Invoices								11,191.71



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00105	0	P001463	0346-014821972.	15-Oct-12	ALLIED WASTE	TRASH SVC - OCT 2012	01-31-42-6214	80,972.60	
00105	0	P001463	0346-014606957	15-Jul-12	ALLIED WASTE	CONDO SVC - AUG 2012	01-31-42-6214	1,793.41	
00105	0	P001463	0346-014698286	15-Aug-12	ALLIED WASTE	CONDO SVC - SEPT 2012	01-31-42-6214	1,793.41	
00105	0	P001463	0346-014812061	15-Sep-12	ALLIED WASTE	CONDO SVC - OCT 2012	01-31-42-6214	1,793.41	
00105	0	P001464	0346-014821972	15-Oct-12	ALLIED WASTE	RECYCLING SVC - OCT 2012	01-31-42-6217	23,443.40	
01836	0		75799	10-Oct-12	CRITTER CONTROL	REMOVAL OF DEAD ANIMALS	01-31-42-6214	809.00	
Sum of Invoices									110,605.23



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5336781	30-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/30/12)	01-31-43-7308	41.05
01550	0		452-5284018	16-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/16/12)	01-31-43-7308	71.41
01550	0		452-5310593	23-Oct-12	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/23/12)	01-31-43-7308	41.05
00559	0		091201775	08-Oct-12	BARCO PRODUCTS CO.	PET LITTER BAGS FOR PARKS	01-31-43-6212	674.60
00010	0		916104	18-Oct-12	BRANNEKY HARDWARE	SHARPENER,WEDGE,FITTINGS	01-31-43-7302	50.95
00081	0		9955927448	19-Oct-12	GRAINGER	SPORT DRINKS	01-31-43-7308	43.68
00209	0		12487813	05-Oct-12	KIRKWOOD MATERIAL SUPPLY	STRAW BALE-CONWAY PARK	01-31-43-6212	97.00
00040	0		795116	18-Oct-12	MILBRADT	CHAIN SAW PARTS	01-31-43-6211	38.24
01347	0		83988	16-Oct-12	SURVEYORS MATERIALS, INC.	36" LATH FOR PARKS	01-31-43-7302	76.00
00492	0		142650	19-Oct-12	TOMASOVIC GREENHOUSE & NURSERY INC	MUMS FOR CITY HALL	01-31-43-7303	10.00
Sum of Invoices								1,143.98



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00369	0		067665-1285	15-Oct-12	AMERICAN PLANNING ASSOCIATION	PLANNING ADVISORY SVC FEE	01-32-11-6262	<u>795.00</u>
							Sum of Invoices	795.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00898	0		B66939/B54684	15-Oct-12	TAN-TAR-A RESORT	MABOI CONF HOTEL-HOLMES/BOLLS	01-32-61-6265	540.00
01048	0		2810033640	04-Oct-12	VERIZON WIRELESS	TABLETS FOR INSPECTORS	01-32-61-6253	<u>146.57</u>
Sum of Invoices								686.57



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/6/2012

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01835	0		39417	10-Oct-12	KATSAM, LLC	SWEEPING SVCS-STREET CLEANUP	02-61-71-9510-13602	1,045.00	
00238	0	P001524	M07768	11-Oct-12	LUBY EQUIPMENT SERVICES	2012 CASE SV250 SKID STEER WIT	02-61-71-9516	39,601.00	
01333	0	P001492	PA #1	22-Oct-12	M & H CONCRETE	CONCRETE PAVEMNT REPLACE-(10/2	02-61-71-9510-13602	328,606.38	
00100	0	P001491	PA #1	19-Oct-12	MISSOURI PETROLEUM	ASPHALTIC SURFACE - SEPT 2012	02-61-71-9510-13601	<u>168,304.47</u>	
							Sum of Invoices		537,556.85
GRAND TOTAL OF ALL INVOICES									704,698.09

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5108 TO ALLOW FOR A NEW
MULTI-TENANT REAL ESTATE SIGN LOCATED AT 555 NORTH NEW BALLAS ROAD IN
THE "CB" CORE BUSINESS DISTRICT**

WHEREAS, Kevin Aholt, of Land Dynamics, Inc., on behalf of Plaza Members III, LLC, has submitted an application for an amendment to the Master Signage Plan for their property at 555 N. New Ballas Road to include a real estate information sign, pursuant to Section 405.950.6 of the City of Creve Coeur's Code of Ordinances; and

WHEREAS, a master sign plan for the campus was originally approved by Ordinance 5108 on October 12, 2009; 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 October 15, 2012, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission reviewed and, by 6-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on October 15, 2012; and

WHEREAS, the City Council being fully informed finds that approving the Plan subject to certain conditions 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.

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

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

SECTION 1: The Master Signage Plan for the Atrium Medical Building for the property addressed as 555 North New Ballas Road, as described in Ordinance 5108 is hereby amended to include a multi-tenant real estate information sign along N. New Ballas Road, with two faces each at 24 square feet, a side dimension of 4 inches, and a height from grade of 6 feet.

SECTION 2: Section 2 of Ordinance 5108 shall be amended to delete item number 4 and replace with the following and renumber accordingly:

BILL NO. 5397

ORDINANCE NO. _____

4. The location of the multi-tenant real estate sign shall be at a minimum of 150 feet from the existing ground sign. The Zoning Administrator may authorize a variance of up to 50 feet from the separation requirement for good cause.
5. No additional permanent signage is allowed for the campus. Permitted temporary banners are allowed as provided under Section 405.950(3).

SECTION 3: 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

#12-029 FOR APPROVAL OF AN AMENDMENT TO THE MASTER SIGN PLAN FOR THE MEDICAL ATRIUM BUILDING AT 555 N. NEW BALLAS

FOR THE MEETING OF: October 15, 2012

LOCATION: 555 N. New Ballas

REQUEST: Kevin Aholt, of Land Dynamics, Inc., on behalf of Plaza Members III, LLC, has submitted an application for an amendment to the Master Signage Plan for their property at 555 N. New Ballas Road to include a real estate information sign. The primary expectations for any master sign plan are that it will increase public convenience by providing better direction information and that the signs will do so with a well-designed, coordinated appearance throughout the campus.

ADDITIONAL INFORMATION: Section 405.950.6 Master Signage Plans allows for consideration of a comprehensive plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council. The property received approval for a master sign plan (Ordinance No. 5108) on October 12, 2009.

Key Issues:

- Consistency in design, materials, and siting
- Visual clutter
- Protection of pedestrian and vehicular traffic safety from the proliferation of signs.

Comp. Plan References

- Central Business District Action Area
- Design Guidelines

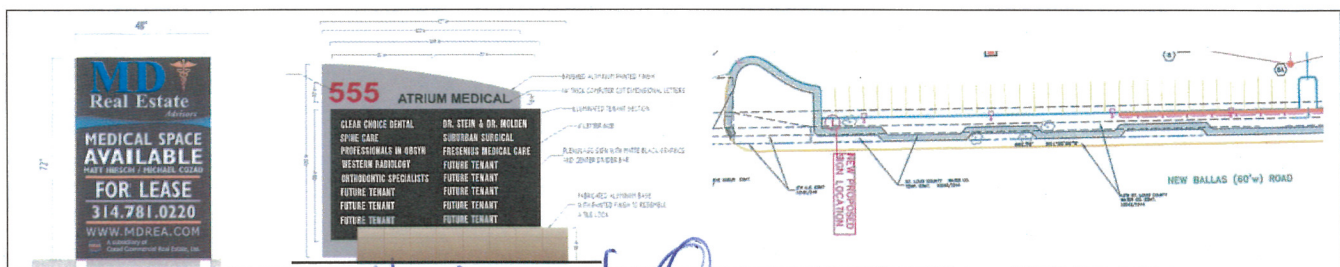
Zoning Code References

- Article VIII Sign Regulations
- 405.950.6 Master Signage Plans

APPLICANT: Kevin P. Aholt
Land Dynamics, Inc.
7800 Forsyth Blvd, Suite 800
Clayton, MO 63105

**APPLICANT'S
REPRESENTATIVE:**

Plaza Members III, LLC
7800 Forsyth Blvd, Suite 800
2955 Arnold Tenbrook Road
Clayton, MO 63105



REPORT PREPARED BY:

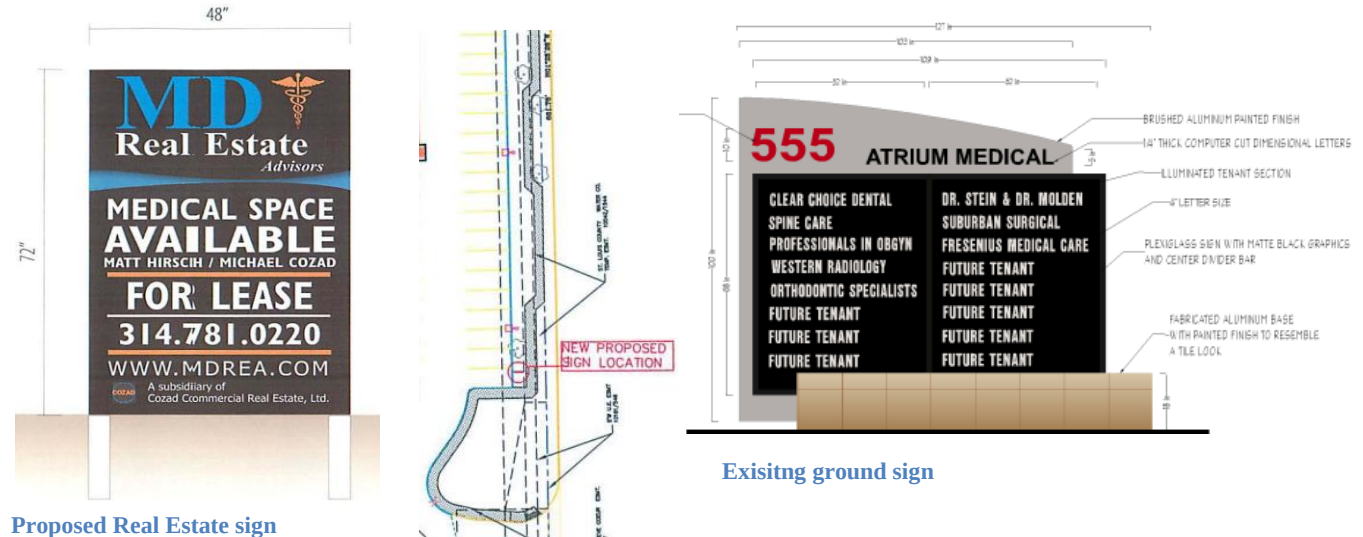
Whitney Kelly 10/9/2012
Whitney Kelly, AICP Date
City Planner

ATTACHMENTS: Draft Ordinance
Applicants Materials, received September 18, 2012
Ordinance No. 5108

BACKGROUND AND MASTER SIGN PLAN PROPOSAL

A Preliminary Site Plan for this site was originally approved by the Planning and Zoning Commission on March 19, 1976. The site was developed according to this plan, with a three-story office building and a two-story office building connected with a bridge, totaling 87,936 square feet in gross floor area, and 369 parking spaces. An 18,000 square foot addition joining the two buildings and additional parking was subsequently approved by site development plan in February, 2006. The resulting building is 105,935 square feet, with a total of 459 parking spaces, on the 5.91 acre site.

In October 2009, the City Council approved a master sign plan for the campus (Ordinance #5108) that included a large monument sign along North New Ballas, directional signage throughout the campus, and wall signs. A condition of the ordinance states that “No additional signage shall be approved for the property unless approved by the City of Coeur per Master Signs Plans of the Zoning Code”. The applicant is seeking approval to amend this plan to include a 24 sq. ft real estate information sign to be placed along N. New Ballas Road approximately 32 feet north from the existing ground sign.



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Restaurant	"CB" Core Business	Old Ballas Road
South	Multi-tenant retail/office	"GC" General Commercial	N/A
East	Multi-tenant offices; veterinarian.	"CB" Core Business	North New Ballas Road
West	Single-family residences	"C" Single-family residential	N/A

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District Action Area of the Comprehensive Plan. The Comprehensive Plan does not provide much direction in sign review in this area. The Design Guidelines offer recommendations in reviewing signs, by recommending that sign plans include a consistency of materials, siting, and design.

Specifically, all signs are to be architecturally integrated and complement their surroundings in terms of size, shape, color, texture and lighting. Signs are to complement the overall design of the building and are not to be designed to be in visual competition with other signs in the area. New signs proposed for existing buildings should provide a compatible appearance with other building signage. Where no sign program exists there should be an attempt to bring in a unifying element (such as size). (Chapter 5, page 17).

While the proposed real estate information sign does not match with the existing ground sign, it does meet with the requirements with the multi-tenant real estate sign regulations and has a black background that would match the black background of the existing ground sign. However, the placement of the sign within 150 feet of the existing ground monument sign would add to the visual clutter along North New Ballas Road and would limit the visibility of the existing ground sign. As the City has been reviewing such a separation requirement with the changes to the Sign Regulations, staff recommends that a condition of approval of the amended Master Sign Plan includes a condition that the sign have a minimum of 150 feet separation from the existing sign. The Zoning Administrator could approve a variance of up to 50 feet for good cause.

ZONING CODE REVIEW

All signs within the City are regulated under Article VIII of the Zoning Ordinance. The purpose of the Sign Regulations are to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic appearance of the City and to facilitate and improve pedestrian and vehicular traffic safety, and to lessen confusion and visual clutter caused by a proliferation of signs competing for attention. The Master Signage Plan allows for deviation from the sign regulations on large campuses in order to provide for a more consistent program as to ensure convenience to the visitor, user or occupant of the development while not adding to street clutter or otherwise detracting from the planned unit nature of the development. All signs shall be in scale and harmonious with the development and provide an overall design theme throughout the campus in a comprehensive manner. The Zoning Code allows for grounds signs and multi-tenant real estate information sign. While the leasing information could be incorporated into the existing ground sign, the separation of the signs by 150 feet would lessen the amount of clutter along N. New Ballas and allow for greater visibility of the existing ground sign without having to modify the ground sign.

FORM OF THE DRAFT ORDINANCE

The conditions of the draft ordinance, including those discussed in the staff report are as follows:

- The applicant shall submit sign permit and/or building permit applications for proposed signs referred to in the Master Sign Plan that currently do not possess a sign permit.
- The location of the multi-tenant real estate sign shall be at a minimum of 150 feet from the existing ground sign. The Zoning Administrator may authorize a variance of up to 50 feet from the separation requirement for good cause.
- No additional permanent signage is allowed for the campus. Permitted temporary banners are allowed as provided under Section 405.950(3).

CONCLUSION AND ACTION

If the Planning and Zoning Commission finds that the amended Master Sign Plan proposal for 555 N. New Ballas is consistent with the purpose and a requirement of Article VIII Sign Regulations, a recommendation to the City Council for approval is necessary. Action on the

proposal will come in the form of a recommendation of approval, approval with conditions, or denial. The following is an example of an appropriate motion for this application:

“I move to recommend approval of the amended Master Signage Plan for the property located at 555 N. New Ballas to include real estate information signage, submitted with Application #12-029, subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of October 15, 2012” (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

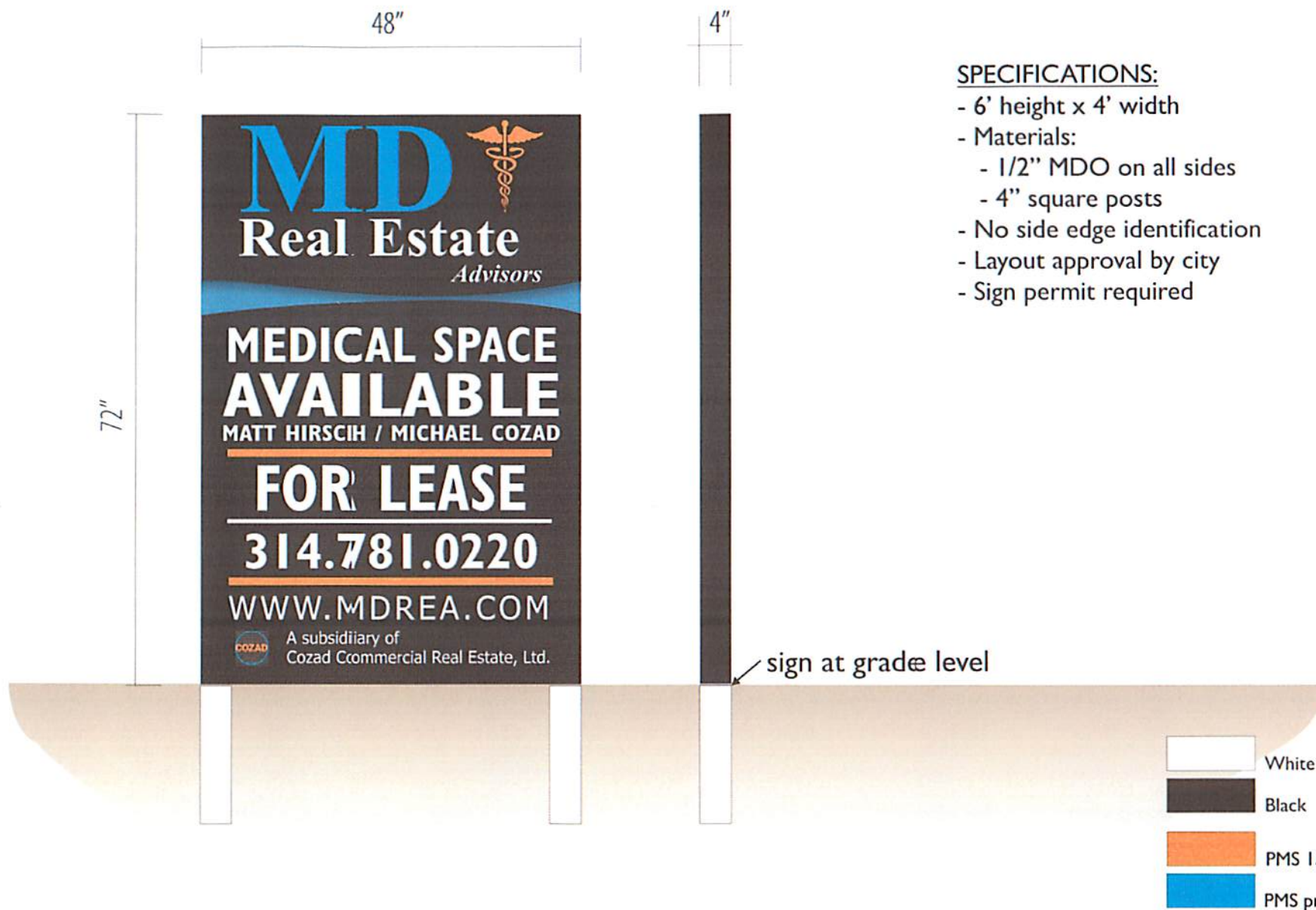
APPENDIX 3: AERIAL PHOTO



Legend

Lot Lines

Subject
Property

SPECIFICATIONS:

- 6' height x 4' width
- Materials:
 - 1/2" MDO on all sides
 - 4" square posts
- No side edge identification
- Layout approval by city
- Sign permit required

AN ORDINANCE APPROVING A MASTER SIGNAGE PLAN PURSUANT TO SECTION 104.6 OF THE ZONING CODE OF THE CITY OF CREVE COEUR, FOR THE PROPERTY ADDRESSED AS 555 NORTH NEW BALLAS ROAD IN THE "CB" CORE BUSINESS ZONING DISTRICT

WHEREAS, An application, pursuant to Section 26-104.6 of the Creve Coeur Zoning Code, was submitted by Land Dynamics, Incorporated, for approval of a Master Signage Plan for the so-called "Atrium Medical" building addressed as 555 North New Ballas Road; and,

WHEREAS, Said property is in the "CB" Core Business zoning district; and,

WHEREAS, The Planning and Zoning Commission, by a 5-0 vote, recommended approval of the Master Signage Plan on August 17, 2009; and,

WHEREAS, a public hearing was held by the Creve Coeur City Council on Tuesday, September 29, 2009, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, after having given fifteen (15) days prior public notice of the time, place and purpose of said hearing by publication in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and after other written notice was given all according to the provisions of law made and provided for such notices and hearings; and,

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

WHEREAS, the City Council being fully informed finds that the granting of the application would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in conformance with good zoning practice.

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

SECTION 1: The Master Signage Plan for Atrium Medical building, as submitted by Land Dynamics, Incorporated, and attached hereto as Exhibit A but substituting the monument sign design dated "10-30-09," is approved, subject to the hereinafter stated conditions, solely for the property addressed as 555 North New Ballas Road, and more particularly described as follows:

A tract of land being a portion of the Eastern part of Lot 9 of the Subdivision of Studt's Home Place, according to the plat thereof recorded in Plat Book 7 page 38 of the St. Louis County Records, in Section 3, Township 45 North, Range 5

East, in St. Louis County, Missouri, and described as follows: Beginning at a point on the West line of Ballas Road, 60 feet wide, distant South 1 degree 25 minutes 28 seconds East, 32.01 feet from the intersection of said Road line with the North line of said Lot 9; thence along a line parallel with and 32.00 feet from, measured at right angles, to the North line of said Lot 9 North 89 degrees 56 minutes 44 seconds West 45.66 feet to a point of curve; thence Westwardly along a curve to the right having a radius of 321.25 feet an arc distance of 40.10 feet to a point of reverse curve; thence continuing Westwardly along a curve to the left having a radius of 321.25 feet an arc distance of 40.10 feet to a point of tangent; thence continuing along a line parallel with and 27.00 feet from, measured at right angles to the North line of said Lot 9 North 89 degrees 56 minutes 44 seconds West, 118.59 feet to a point of curve; thence Westwardly along a curve to the left having a radius of 1479.00 feet an arc distance of 253.83 feet to a point of compound curve; thence Southwestwardly along a curve to the left having a radius of 179.98 feet an arc distance of 32.37 feet to a point on the East line of private cemetery as shown on said plat of the Subdivision of Studt's Home Place; thence South 0 degrees 00 minutes 15 seconds East, along the East line of said private cemetery and along the East line of a tract of land conveyed to George J. Heisserer and Lavera Heisserer by deed recorded in Book 6502 page 338 of the St. Louis County Records, 252.35 feet to a point on the centerline of the former Missouri Pacific Railroad, Creve Coeur Branch, right of way, 100 feet wide; thence along a radial line South 27 degrees 12 minutes 50 seconds West, 50 feet to a point on the Southwestern line of said abandoned railroad right of way, also being the Northeastern line of "Balmoral", a Subdivision recorded in Plat Book 94 page 9 of the St. Louis County Records; thence Southeastwardly along said abandoned railroad right of way and "Balmoral" line along a curve to the right having a radius of 1860.08 feet an arc distance of 310.41 feet to a point being the most Northern corner of Lot "A" of "Balmoral"; thence along the prolongation Northwardly of the Western line of Lot "A" of "Balmoral" North 1 degree 25 minutes 28 seconds West, 63.12 feet to a point on the centerline of the aforesaid abandoned railroad right of way; thence Southeastwardly along said centerline on a curve to the right having a radius of 1910.08 feet an arc distance of 412.44 feet to a point on the West line of said Ballas Road; thence North 1 degree 25 minutes 28 seconds West, along the West line of said Ballas Road, 697.62 feet to the point of beginning, EXCEPTING THEREFROM that portion of the above described tract dedicated to the City of Creve Coeur per Deed recorded in Deed Book 9839 page 2216.

SECTION 2: Such approval of the Master Signage Plan for the property described in Section 1 of this ordinance shall be limited by the following conditions:

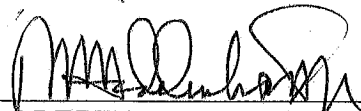
1. The applicant shall submit sign permit and/or building permit applications for all proposed signs, including building, monument, and directional signage referred to in the Master Signage Plan.

2. The applicant shall follow the Master Signage Plan for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Signage Plan, unless approved by the City of Creve Coeur per Section 104.6, Master Signage Plans, of the Zoning Code.
3. The freestanding monument sign shall be in substantial conformance with the sign elevation dated "10-30-09," except that tenant names shall be in no more than seven (7) rows and two (2) columns, and shall not contain any letters shorter than four and one-half inches (4½").
4. No additional signage shall be approved for the property unless approved by the City of Creve Coeur per Section 104.6, Master Signage Plans, of the Zoning Code.
5. The existing "T-Mobile" wall sign shall be removed prior to the installation of any signs on the same wall face at the north end of the building facing North New Ballas Road. This shall not be construed as a prohibition against the installation of a wall sign reading "Atrium Medical" on the south end of the building facing North New Ballas Road.

SECTION 3: The Master Signage Plan, and all components thereof, shall be in substantial conformance with the attached Exhibit A but substituting the monument sign design dated "10-30-09," and except as modified elsewhere in this ordinance.

SECTION 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 12 DAY OF October, 2009.


 ROBERT HADDENHORST
 PRESIDENT OF CITY COUNCIL

APPROVED THIS 12 DAY OF October, 2009.


 HAROLD DIELMANN
 MAYOR

ATTEST:

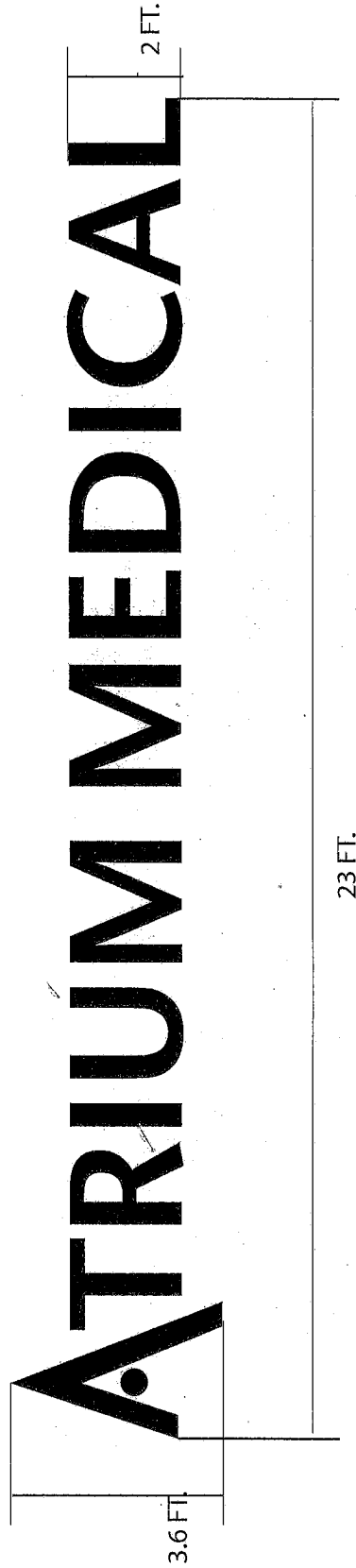

 DEBORAH RYAN, MROC
 CITY CLERK

555

ATRIUM MEDICAL



Building Signage Black
Building Signage White
A. Monument Sign
B. West Elevation
C. East Elevation inlay 1
C. East Elevation inlay 2
D. Main Entrance
F. Directional Signs



Non Illuminated
All Aluminum construction



Sign-Tek
Bruce Ritter
303 Glyn Cagney
St. Louis, MO 63021
636-391-2004

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Company: _____
Contact: _____
Location: _____
Date: _____

2 ft

struction

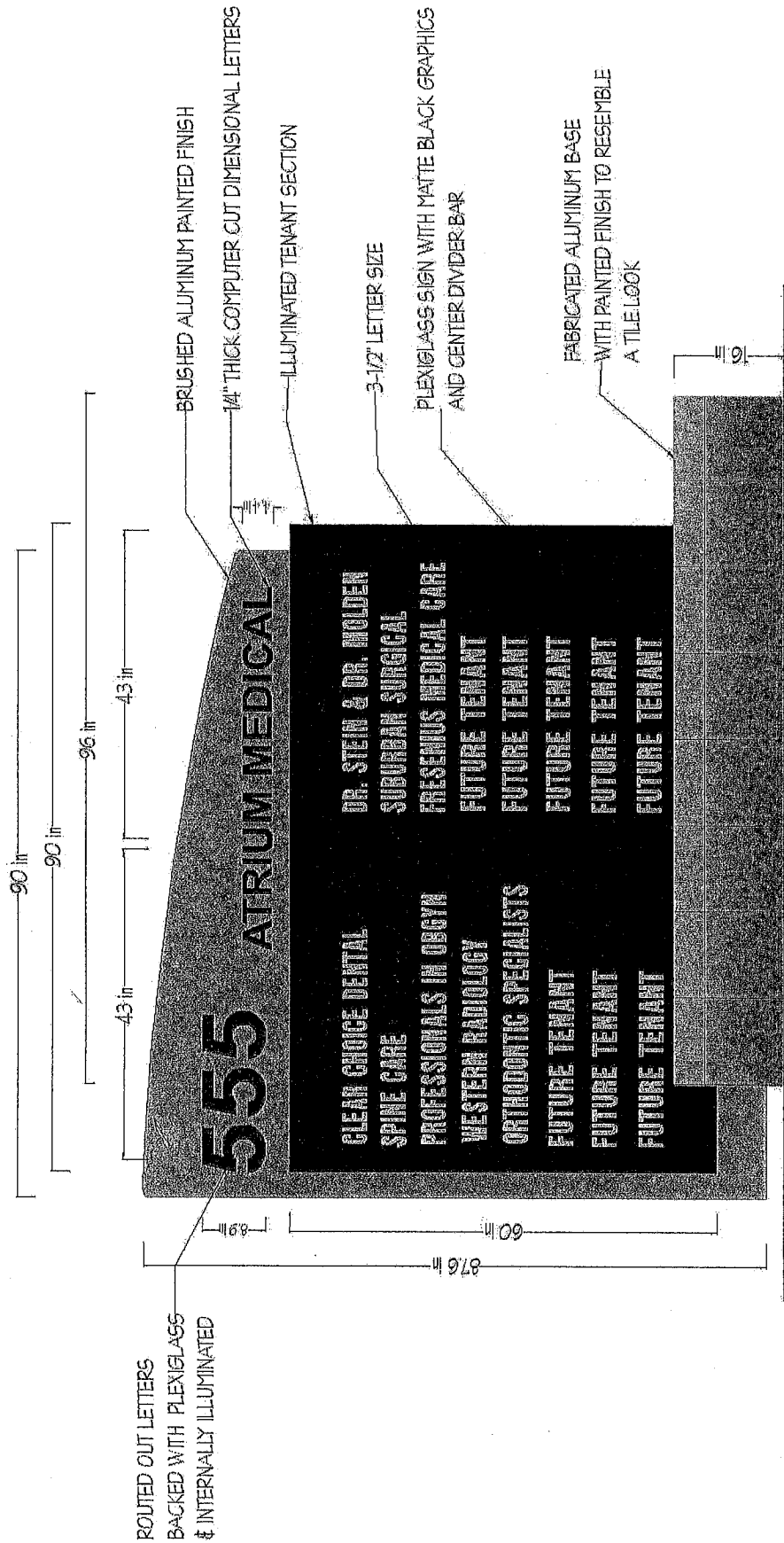
ATRIUM MEDICAL



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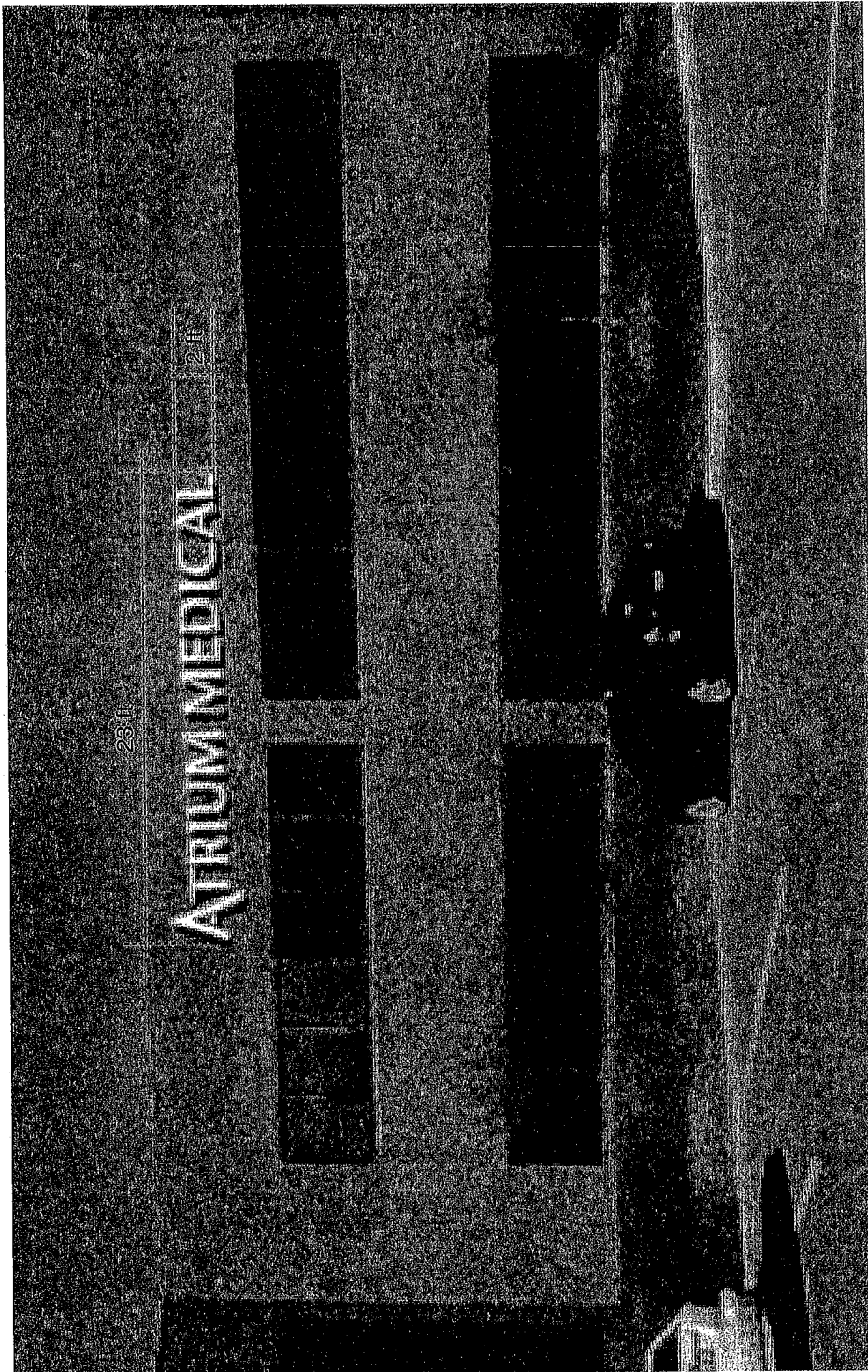


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636-391-2004

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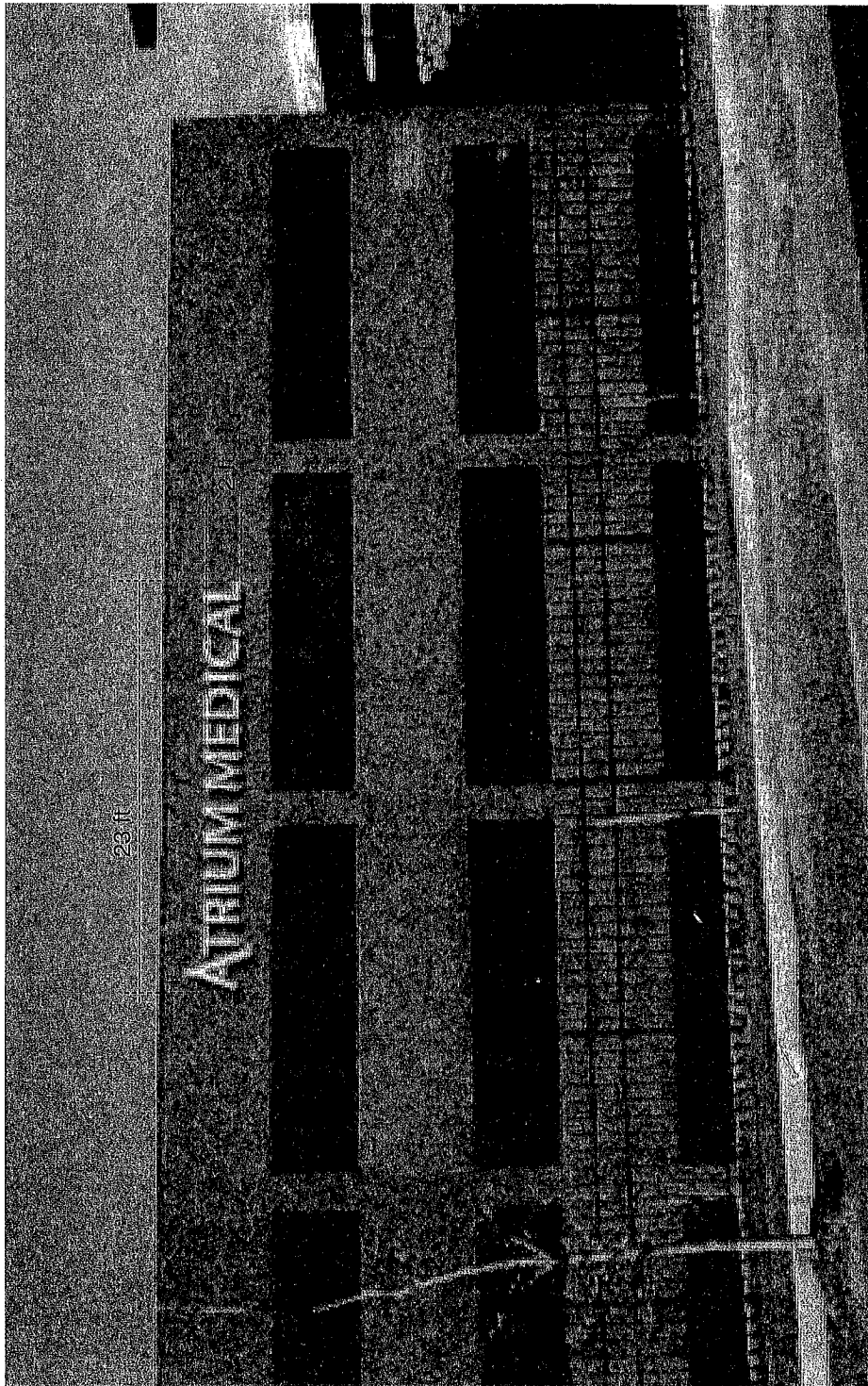
A



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B



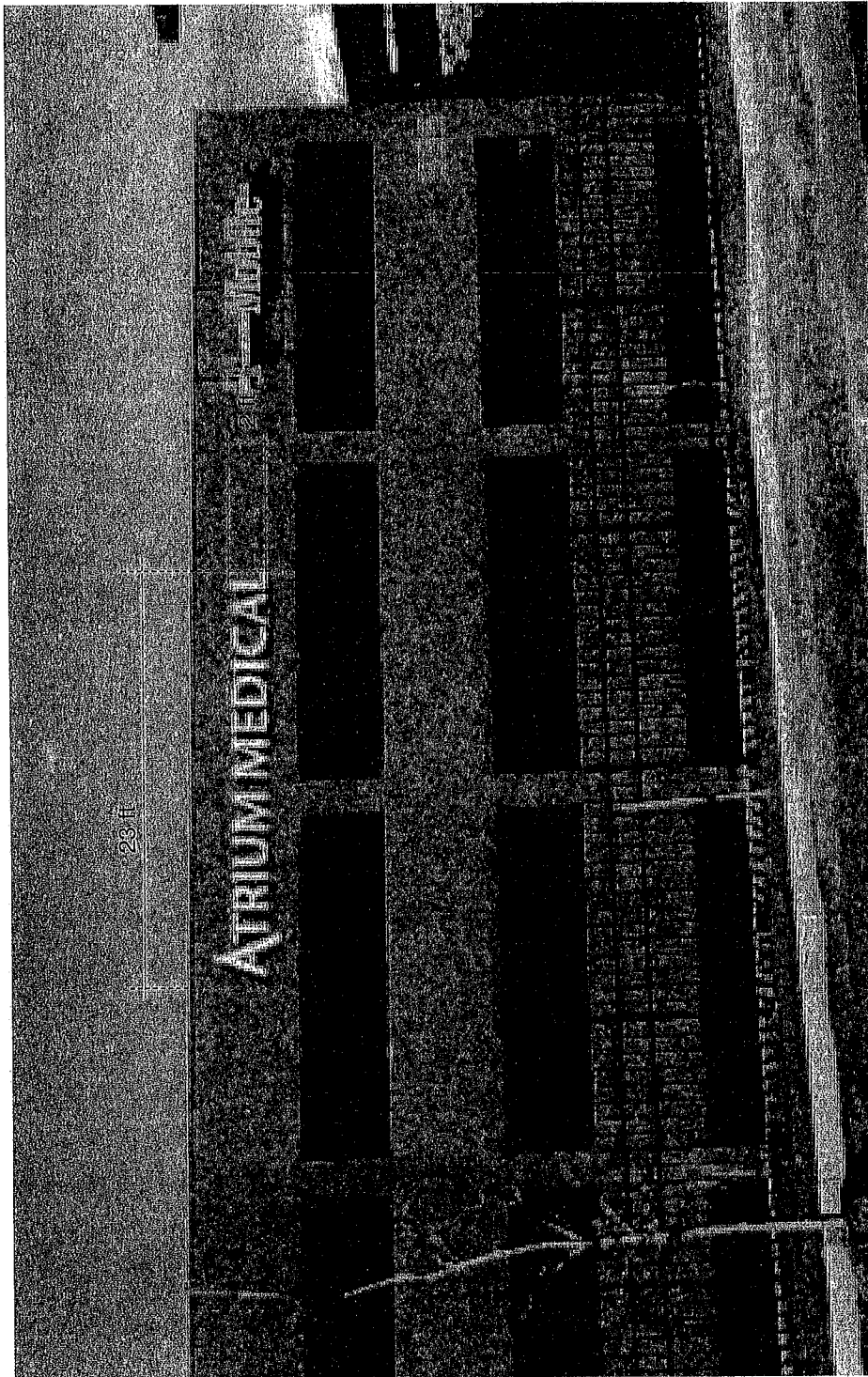
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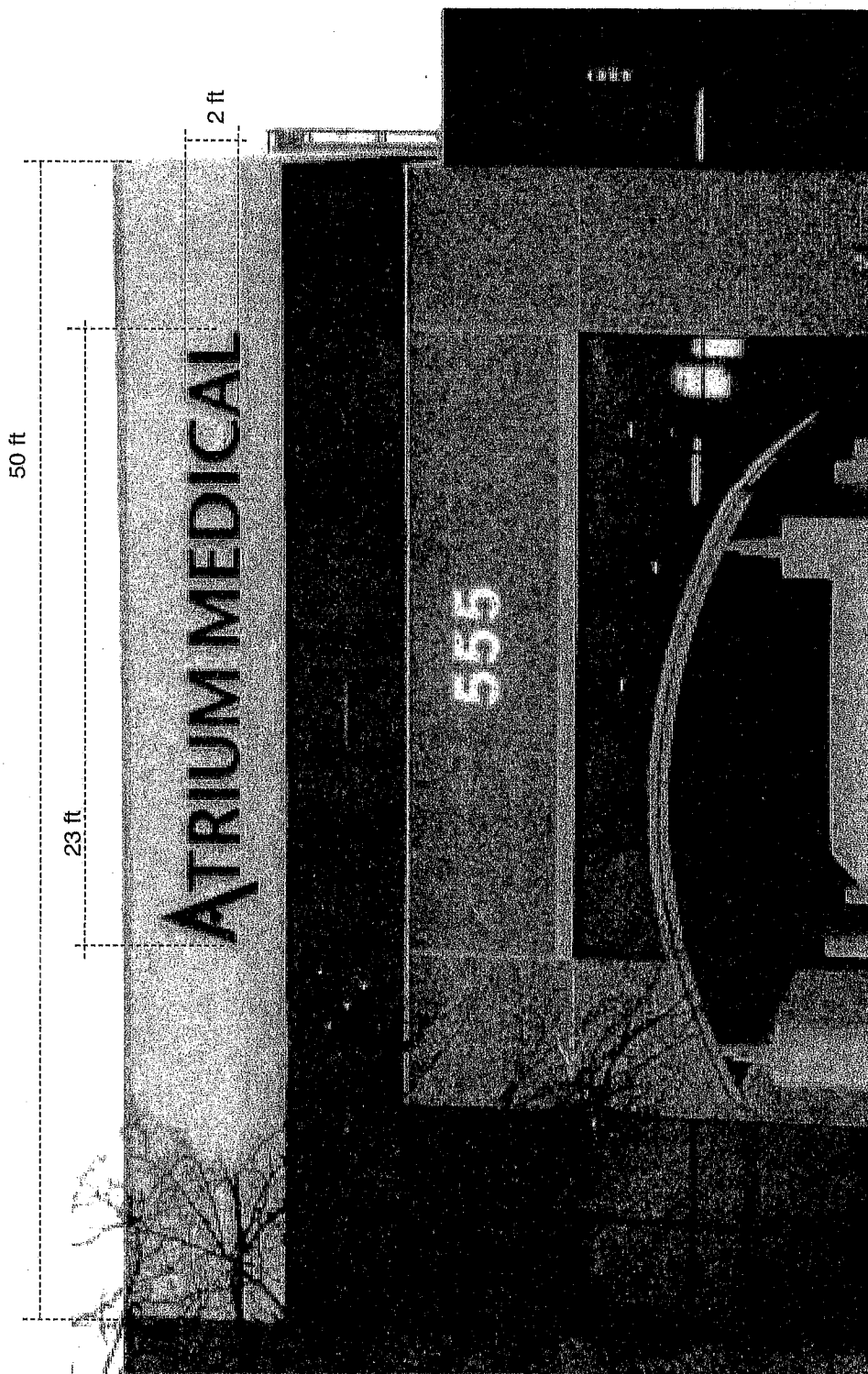


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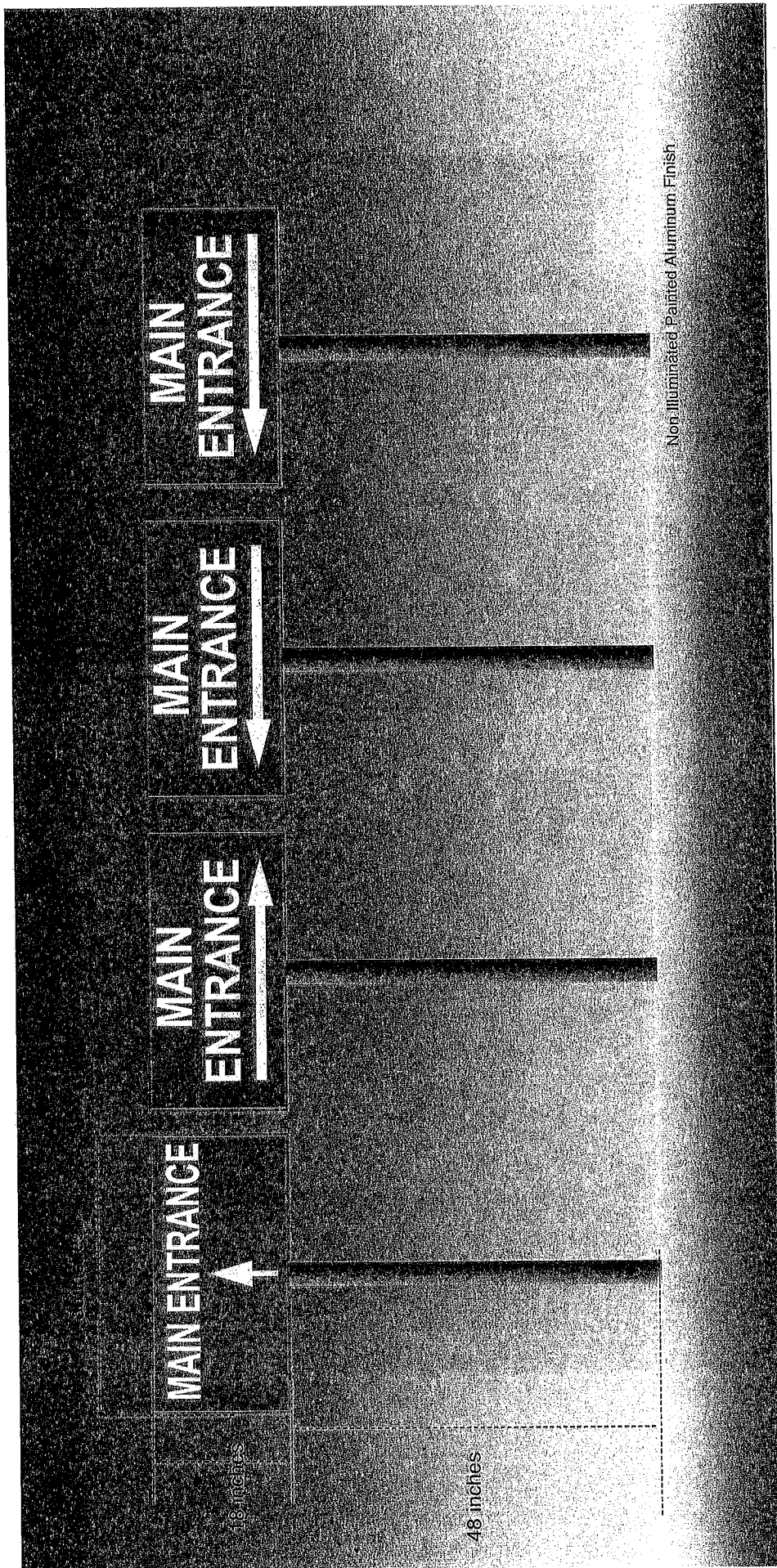
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**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, OCTOBER 15, 2012
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, October 15, 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. Tim Madden, Chair*
 Dr. Michael Barton
 Mr. Gary Eberhardt
 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 #12-029: Approval of an amendment to the Master Sign Plan to include a multi-tenant real estate sign for the Medical Atrium Building at 555 N. New Ballas Road.

Applicant: Kevin P. Aholt
 Land Dynamics, Inc.
 7800 Forsyth Blvd, Suite 800
 Clayton, MO 63105

Mr. Don Ferguson, Land Dynamics, explained that the original Master Sign Plan did not include a real estate information sign. Mr. Ferguson stated Land Dynamics has no problem complying with Staff's recommendations.

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

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

Mr. Eberhardt motioned to recommend approval of the amended Master Signage Plan for the property located at 555 N. New Ballas to include real estate information signage, submitted with Application #12-029, subject to the conditions contained in the draft ordinance attached

to the staff report for the meeting of October 15, 2012 that includes the condition for the 150 foot separation subject to the 50 foot discretion of the Administrator. Mr. Faron seconded the motion with the resultant vote as follows:

Mr. Eberhardt – aye
Ms. Kramer – aye

Mr. Faron – aye
Mr. Schnarr – aye

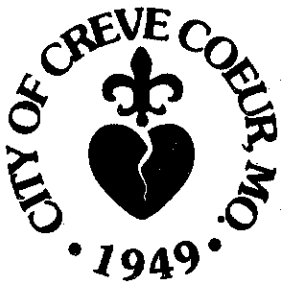
Mr. Howard – aye
Chair – aye

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 9:30 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

October 18, 2012

Mr. Kevin Aholt
Land Dynamics, Inc.
7800 Forsyth Blvd, Suite 800
Clayton, MO 63105

Re: Application #12-029: Approve amendment to Master Sign Plan
555 N. New Ballas Road

Mr. Aholt:

The Planning and Zoning Commission, at its meeting of October 15, 2012, reviewed your request to amend the Master Sign Plan to include a multi-tenant real estate sign for the Medical Atrium Building at 555 N. New Ballas Road.

By unanimous vote, the Planning Commission recommends approval of the amended Master Signage Plan for the property located at 555 N. New Ballas to include real estate information signage (see attached). The first reading of the draft ordinance by the City Council is scheduled for Monday, October 22nd, 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

1 PZ 101512 Hearing B
2 PLANNING AND ZONING COMMISSION PUBLIC HEARING
3 CITY OF CREVE COEUR, MISSOURI
4 300 NORTH NEW BALLAS ROAD
5 MONDAY, OCTOBER 15, 2012
6 7:00 P.M.

7 THOSE IN ATTENDANCE:

8 Mr. Tim Madden, Chairman
9 Mr. Michael Barton
10 Mr. Gary Eberhardt
11 Mr. James Faron
12 Mr. Ken Howard
13 Ms. Cynthia Kramer
14 Mr. Jim Schnarr
15 Mr. Carl Lumley, City Attorney
16 Mr. Paul Langdon, Director of Community Development
17 Ms. Whitney Kelly, City Planner
18 Ms. Julie Lowery, Recording Secretary
19
20
21
22

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

1 CHAIRMAN MADDEN: I'd like to call to order the¹
2 Planning Zoning Commission meeting for the City of Creve
3 Coeur, Missouri for Monday, October 15th.
4 We have quiet, please. Excuse me, can we have
5 quiet.
6 Start with roll call.

Page 1

7 Dr. Barton? I think he's going to be a little
8 bit late.
9 Mr. Eberhardt?
10 MR. EBERHARDT: Present.
11 CHAIRMAN MADDEN: James -- Mr. James Faron?
12 MR. FARON: Present.
13 CHAIRMAN MADDEN: Mr. Ken Howard?
14 MR. HOWARD: Present.
15 CHAIRMAN MADDEN: Don't see Ms. Cynthia Kramer.
16 Mr. Jim Schnarr?
17 MR. SCHNARR: Present.
18 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
19 Attorney?
20 MR. LUMLEY: Present.
21 CHAIRMAN MADDEN: Mr. Paul Langdon, our Director
22 of Community Development?
23 MR. LANGDON: Present.
24 CHAIRMAN MADDEN: Ms. Whitney Kelly, our City
25 Planner?

1 MS. KELLY: Present. 2
2 CHAIRMAN MADDEN: And Judy [sic] Lowery, our
3 Recording Secretary?
4 MS. LOWERY: Present.
5 (Ms. Cynthia Kramer is now present.)
6 CHAIRMAN MADDEN: For the record, Ms. Kramer has
7 now arrived.
8 So we'll move to new business. And we're going
9 to start with B, it's a public hearing, Application
10 No. 12-029, approval of amendment to the Master Sign Plan
11 to include a multi-tenant real estate sign for the Medical

PZ 101512 Hearing B
12 Atrium Building at 555 North New Ballas Road.
13 Anybody that's going to be involved in this,
14 would you come forward because you have to be sworn in.
15 If you're going to make a comment on it even. Okay.
16 (Speakers were sworn by the court reporter.)
17 CHAIRMAN MADDEN: And for the record, could you
18 please state your name and address.
19 MR. FERGUSON: My name is Don Ferguson. My
20 address is 2 Wood Acre, St. Louis, Missouri. I am the
21 owner of land on annex.
22 In 2009, Mr. Chairman and Members of Planning
23 Zoning, we came in and did a full sign ordinance on our
24 property at 555 New Ballas Road.
25 We -- we didn't understand that we also needed

1 to include our sign, which is our -- really our real 3
2 estate agent sign that advertises our property for lease.

3 And so, inadvertently, we left that off of our
4 application then. And so our agent was with one company,
5 and I guess about three months ago or whatever, changed
6 companies, and when he came back in to get a new sign to
7 put up, we found out we needed to add this to our
8 permanent sign ordinance.

9 And so all we're asking is if you would please
10 approve this. We have no problem with what the staff has
11 recommended. And that's pretty simple.

12 CHAIRMAN MADDEN: Is there any questions for
13 anybody up here?

14 Staff, do you have any questions?

15 MS. KELLY: No.

16 CHAIRMAN MADDEN: Anybody in the audience have
17 anything on this? No.

18 Okay. Need to make a motion.

19 MR. EBERHARDT: Mr. Chairman, I move to
20 recommend approval of the amended -- are we closing the
21 public hearing first?

22 CHAIRMAN MADDEN: Oh, yeah, I'm sorry. Put an
23 end to the public hearing for B.

24 MR. LUMLEY: I'll offer the following exhibits
25 into the record of this hearing: Documentation in

1 possession of the City Clerk; the notice provided to the⁴
2 public concerning the hearing; the staff report regarding
3 the application; City's Code of Ordinances and Charter,
4 the City's Comprehensive Plan and the public file
5 regarding the application.

6

7 (The public hearing was closed.)

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1 STATE OF MISSOURI)

2) SS

3 COUNTY OF ST. LOUIS)

4

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

12

13

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

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

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BILL NO. ____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 315.010 AND 315.140 OF THE CREVE COEUR CODE OF ORDINANCES REGARDING TRAFFIC SIGNALS AND PUBLIC SAFETY AT INTERSECTIONS.

WHEREAS, in 2006 the City Council of the City of Creve Coeur, Missouri, found and declared that when a vehicle is present in an intersection, while the Traffic Control Signal for the intersection is emitting a steady red signal for the direction of travel or orientation of that vehicle in or through the intersection (“intersection safety violation”), such a vehicle poses a serious risk and detriment to the public including by endangering motor vehicle operators and pedestrians and others using intersections, by decreasing the efficiency of traffic control and traffic flow, and by increasing the number of serious accidents to which public safety agencies must respond at the expense of the taxpayers; and

WHEREAS, at that time, because of such risks and detriments, the impracticality of stationing police officers at traffic signals at all times of the day to reduce the incidence of intersection safety violations, and the additional safety risks that arise when officers attempt to enforce traffic regulations in and around intersections, and all other relevant factors, in the interest of the health, safety and welfare of its citizens and visitors the City exercised its authority provided in §304.120 RSMo, which authority is also provided in 546.902 RSMo, to make additional rules of the road to meet its needs and enacted local legislation to improve public safety and traffic efficiency by holding owners of motor vehicles accountable for such intersection safety violations involving their motor vehicles when detected by an automatic photo traffic enforcement program, unless the owners provide applicable justifications for their vehicles being present in intersections; and

WHEREAS, in 2011 the Missouri Court of Appeals upheld the City’s ordinance and intersection safety program against legal challenges and found that it was lawful and reasonable for the City to protect the public safety by such local legislative measures including by presuming that those persons who are operating motor vehicles have the consent of the owners to do so; and

WHEREAS, the City Council has reviewed the history and success of this program within the City, and hereby finds and concludes that it has directly caused a reduction in intersection safety violations at every intersection at which the automated photo traffic enforcement system has been deployed in the City, and that it has increased public safety and traffic efficiency within the City; and

WHEREAS, the City Council also finds and concludes that this program has not resulted in any financial windfall to the City, but rather has along with the rest of the City’s traffic and other regulations simply generated fines that provide a portion of the revenues that are required to sustain essential

programs, which include the police officers, the municipal court, and other personnel, and the equipment and systems they use, engaged in the preservation and protection of the people and property within the City from all manner of risks and threats; and

WHEREAS, the City Council also finds and concludes that this program has been operated efficiently and fairly, that use of the automated system enables police officers to attend to other important duties, and that intersection safety violations can be avoided simply by motor vehicle owners paying attention and operating their vehicles safely and in compliance with all applicable traffic regulations and also directing those whom they allow to operate such vehicles to pay attention and operate such vehicles safely and in compliance with all applicable traffic regulations; and

WHEREAS, with the ever-growing use of wireless communications and other distractions, it is imperative that motor vehicle owners pay attention and drive safely and provide direction to those whom they allow to operate their vehicles to likewise pay attention and drive safely; and

WHEREAS, the City Council has fully reviewed the prior success of the program in the City and determined that it is in the public interest to continue this program and that further codification of existing components of the program and other amendments to the ordinance will be beneficial to the public and that related changes to statutes concerning traffic control devices should be expressly codified; and

WHEREAS, because the purpose of the program is to increase public safety and traffic efficiency, the City Council has also determined that the City Administrator should be authorized to employ educational tools and incentives for safe and efficient motor vehicle operation; 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, AS FOLLOWS:

Section 1. Section 315.140 of the City's Code of Ordinances is revised to read as follows:

SECTION 315.140: VIOLATION OF PUBLIC SAFETY AT INTERSECTIONS AND THE AUTOMATED PHOTO ENFORCEMENT OF TRAFFIC CONTROL SIGNAL REGULATIONS

A. Definitions. For the purpose of this Section, the following words and phrases shall have the meaning given herein:

AUTOMATED PHOTO TRAFFIC ENFORCEMENT SYSTEM: A system that:

1. Consists of camera(s) and vehicle sensor(s) installed to work in conjunction with an electrically operated traffic control signal; and

2. Is capable of producing high resolution color digital recorded images that show:

- a. The traffic control signal ~~and the while it is emitting a steady red~~ signals it emits for a direction of travel through an intersection;
- b. A motor vehicle on approach and~~entering or~~ in the intersection in that direction of travel; and
- c. The license plate and number of the motor vehicle; and

3. Is not designed to take recorded images of the faces of occupants of a motor vehicle.

MUNICIPAL COURT: The Municipal Court of the City.

OPERATOR: Any person who operates or drives a motor vehicle and has the same meaning as "driver".

OWNER: The owner(s) of a motor vehicle as shown on the motor vehicle registration records of the Missouri Department of Revenue or the analogous department or agency of another State or country.

RECORDED IMAGE: ~~A still image~~ Images digitally recorded by an automated photo traffic enforcement system.

SYSTEM LOCATION: An intersection at which an automated photo traffic enforcement system has been installed.

TRAFFIC CONTROL SIGNAL: A traffic control device that displays ~~alternating~~ red, yellow and or green lights intended to direct traffic when to stop at or proceed through an intersection.

(See Section 301.010 RSMo., for statutory definitions of owner and operator.)

Cross Reference--Definitions and rules of construction generally, [§100.020](#).

B. Violation Of Public Safety At Intersections. Except as otherwise provided in this Section, a person commits the infraction of violation of public safety at an intersection when a motor vehicle of which that person is an owner is present in an intersection while the traffic control signal for the intersection is emitting a steady red signal for the direction of travel or orientation of that vehicle in or through the intersection, unless the motor vehicle is in the process of making a lawful turn or unless the motor vehicle entered the intersection while the traffic control signal for the intersection was not emitting a steady ~~red~~yellow signal for the direction of travel or orientation of that vehicle in or through the intersection and the motor vehicle did not obstruct the passage of other vehicles or pedestrians. Provided, however, that an infraction shall be excused as provided herein upon submission of a sufficient sworn statement- that the presence of the motor vehicle in the intersection was justified or excused because:

1. The traffic control signal was not in proper position and sufficiently legible to an ordinarily observant person;
2. The operator of the motor vehicle was acting in compliance with the lawful order or direction of a Police Officer;
3. The operator of the motor vehicle violated the instruction of the traffic control signal in order to yield the right-of-way to an immediately approaching authorized emergency vehicle;
4. The motor vehicle was being operated as part of a funeral procession pursuant to Section 194.503 RSMo.;
5. The motor vehicle was being operated as an authorized emergency vehicle as defined and in compliance with Section 304.022 RSMo.;
6. The motor vehicle was a stolen vehicle and being operated by a person other than the owner without the effective consent of the owner (but this shall not be a justification for such an operator) and the theft was timely reported to the appropriate law enforcement agency;
7. The license plate and/or tags depicted in the recorded image(s) were stolen and being displayed on a motor vehicle other than the motor vehicle for which they were issued (but this shall not be a justification for the operator of the motor vehicle) and the theft was timely reported to the appropriate law enforcement agency;
8. Ownership of the motor vehicle had in fact been transferred prior to the violation (provided State records substantiate this statement);
9. The motor vehicle was present in the intersection because it was inoperable or because of other exigent circumstances specifically explained in the sworn statement such as adverse weather conditions.

Liability hereunder is based on ownership, without regard to whether the owner was operating the motor vehicle at the time of the violation, except that, as provided in Section 304.120.4 RSMo., no liability shall be imposed on the owner of a motor vehicle when the vehicle is being permissively used by a lessee if the owner furnishes the name, address and operator's license number of the person renting or leasing the motor vehicle at the time the violation occurred to the City within thirty (30) days from the time of receipt of written request for such information.

C. Automated Photo Traffic Enforcement System Authorized. An automated photo traffic enforcement system is hereby authorized to be installed and operated within the City for the purpose of detecting violations of public safety at intersections. Specific system locations shall be determined from time to time by the City Administrator. Recorded images shall constitute sufficient basis for citation if alone or in combination they clearly show a violation of this Section 315.140 ~~that the traffic control signal for an intersection is emitting a steady~~

~~red signal for the direction of travel or orientation of a motor vehicle in or through the intersection, the motor vehicle present in the intersection~~ and the license plate and license number of the motor vehicle. Recorded images may also be used as evidence of other violations to the extent permitted by applicable law.

D. Enforcement Procedures.

1. Except as otherwise provided herein, upon review of recorded image(s) showing an infraction under this Section, a Police Officer of the City Police Department shall complete a citation in a form approved by the City Administrator (which form may be completed electronically or online) and the City shall cause the completed citation to be mailed to the owner at its last known address by first class U.S. mail, postage prepaid, within thirty (30) days after the date the recorded image(s) were taken.

a. Based upon the information obtained from the recorded image, the Police Officer may obtain any additional information about the owner, which is necessary to complete or mail the citation, from the records of the Missouri Department of Revenue or any other legal means; or, if the motor vehicle is registered in another State or country, from the motor vehicle registration records of the department or agency of the other State or country analogous to the Missouri Department of Revenue or any other legal means.

b. If there is more than one (1) owner of the motor vehicle, a citation may be completed and addressed to any or all of them and such owners shall be jointly and severally liable hereunder.

c. The citation shall direct the owner to respond within thirty (30) days of the date of mailing of the citation either by paying the fine established by the Municipal specified in this Section 315.140 at Court at the appropriate time and place in the City or by providing a sufficient sworn statement of applicability of one (1) of the justifications for presence of the motor vehicle in the intersection set forth in this Section 315.140, and shall inform the owner that absent such a response the owner will receive summons to appear before the Municipal Court regarding the citation.

d. A copy of the recorded image(s) upon which the citation is based shall be sent to the owner with the citation.

e. The citation shall include a request that the name, address and operator's license number of any person renting or leasing the motor vehicle at the time the violation occurred be furnished to the City within thirty (30) days of receipt of the request.

2. Any sworn statement provided by an owner shall be examined by the City prosecuting attorney. If the City prosecuting attorney determines that a statement is sufficient hereunder, and not contrary to the applicable recorded images, then the citation shall be withdrawn and a letter to that effect shall be sent to the owner by the City. If the City prosecuting attorney determines that a statement is insufficient including, but not limited

to, a determination based upon a comparison of the statement to the recorded image(s), then a letter shall be sent to the owner (any or all of them) at its last known address by first class U.S. mail, postage prepaid, by the City indicating that the statement was insufficient and the fine specified in this [Section 315.140](#) must be paid at the appropriate time and place in the City within thirty (30) days of the date of the letter and shall inform the owner that absent such payment the owner will receive summons to appear before the Municipal Court regarding the citation. If the statement timely provides the name, address and operator's license number of any person renting or leasing the motor vehicle at the time the violation occurred, then the citation shall be withdrawn, a letter to that effect shall be sent to the owner by the City and a new citation shall be issued to the identified person together with a copy of the identifying statement, which person shall be liable hereunder as if an owner. If the operator of a stolen vehicle or a vehicle bearing stolen license plates or tags that violates this Section is identified, such person shall be liable as if an owner.

3. In lieu of completing a citation, the Police Department may send a warning notice to the owner if the system location was established within one (1) week of the violation or if the reviewing officer determines that the recorded images are inconclusive or that it is more likely than not that a justification applies to the violation.

E. Any citation not otherwise resolved as provided herein shall be considered by the Municipal Court in accordance with applicable law. In addition to the justifications and excuses identified herein, the Municipal Court may consider any and all relevant facts and applicable law in resolving such citations. Notwithstanding any other provision of the City Code of Ordinances, the fine for the infraction of violation of public safety at an intersection shall be set by the Municipal Court from time to time on the schedule for the Violations Bureau ~~(VB)~~ and under no circumstances may a person be imprisoned for such an infraction.

F. *Warning Signs.* An automated photo traffic enforcement system may be identified by advance warning signs posted at entrances to the City and/or at specific system locations, if the City Administrator determines that such signs will enhance the efficacy of the system. Absence of such signs shall not provide justification for or excuse a violation.

G. *Failure To Respond* ~~To Citation~~. Any person who ~~shall~~: (1) fails to either (a) respond to a citation or letter issued under this Section by timely payment of fine or by timely and sufficient statement as described herein or (b) appear in related Municipal Court proceedings; or (2) ~~who shall~~ submits a false sworn statement hereunder shall be subject to prosecution for failure to respond to citation in the Municipal Court for violation of this Section subject to the general penalty provisions of [Section 100.090](#) in addition to any other applicable liabilities or sanctions, including but not limited to rejection of any application for any license or permit or other authorization or benefit from the City until such failure is rectified.

H. *Additional Public Safety Education and Incentives.* The City Administrator may employ other measures as he may determine from time to time to provide education and/or incentives for the public to comply with this Section and other traffic and safety ordinances, including

but not limited to reward programs for residents who do not violate this Section during specified time periods.

(R.O. 2008 §16-398; Ord. No. 4024 §1, 6-12-06; Ord. No. 4078 §1, 9-23-07; Ord. No. 5016 §1, 1-14-08, Ord. No. _____ 2012)

Section 2. Section 315.010 of the City's Code of Ordinances is revised to incorporate changes adopted by the Missouri Legislature in SB611 (2012) to read as follows:

SECTION 315.010: MANUAL AND SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES

All traffic control signs, signals and devices shall conform to the manual and specifications approved by the State Highways and Transportation Commission or resolution adopted by the City Council of the City. All signs or signals required hereunder for a particular purpose shall so far as practicable be uniform as to type and location throughout the City. All traffic control devices so erected and not inconsistent with the provisions of this Title shall be official traffic control devices. The timing of any traffic-control signal shall conform to regulations promulgated by the Department of Transportation as required by Section 304.289 RSMo.

Section 3. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter.

ADOPTED THIS ____ DAY OF _____, 2012.

ROBERT HOFFMAN

PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ

MAYOR

ATTEST:

DEBORAH RYAN, MPCC

CITY CLERK

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Attorneys at Law
130 S. Bemiston, Suite 200
St. Louis, Missouri 63105
(314) 725-8788
(314) 725-8789 (FAX)

Memo to: Mayor and City Council, Mark Perkins, Paul Langdon

From: Carl J. Lumley

Re: Proposed clarifications to Intersection Safety Ordinance

October 16, 2012

As discussed at the last Council meeting, we have prepared some proposed clarifications to the Intersection Safety Ordinance (315.140) based on certain misperceptions that have been identified during litigation. A related traffic signal ordinance (315.010) is revised to confirm compliance with state law regarding the timing of traffic signals.

The proposed ordinance also recites the intent of the program, some of its history, and the fact that Council has recently reviewed the program, and then states the Council's intention to continue on with the program.

The clarifications are all identified by redlining in the proposed ordinance, and in summary are as follows (**new items in bold**):

315.140.A – Clarifying a few definitions

315.140.B – Clarifying text concerning justifications and excuses, including exigent circumstances

315.140.C – Simplifying text

315.140.D.1.c – Confirming procedures concerning issuance of summons

315.140.D.2 – Confirming procedures regarding prosecutor review of sworn statements of justification/excuse

315.140.E – Confirming municipal court follows applicable law and considers all relevant facts

315.140.F – Clarifying text regarding warning signs

315.140.G – Clarifying what constitutes failure to respond, and **expanding potential sanctions to include denial of permits and other benefits from City**

315.140.H – **New section concerning public safety education and incentives**

AN ORDINANCE FOR THE HOLDING OF A GENERAL ELECTION IN THE CITY OF CREVE COEUR, MISSOURI ON THE 2ND DAY OF APRIL, 2013, FOR THE ELECTION OF ONE COUNCIL MEMBER FROM THE FIRST WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE SECOND WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE THIRD WARD FOR A FULL TWO-YEAR TERM, AND ONE COUNCIL MEMBER FROM THE FOURTH WARD FOR A FULL TWO-YEAR TERM, FOR THE CONDUCT OF SAID ELECTION BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, AND FOR OTHER MATTERS RELATING AND PERTAINING TO SUCH ELECTION.

WHEREAS, pursuant to the City Charter an election must be held in April 2013 to elect one council member for each of the four wards of the City, each to serve a full two-year term; and

WHEREAS, application procedures regarding such election need to be clearly established, including requirements consistent with Section 115.351 RSMo. that candidates only apply for a single position and promise to serve in such capacity if elected;

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

SECTION 1: Pursuant to applicable law, a general election shall be held in the City of Creve Coeur, Missouri on the 2nd day of April, 2013, for the election of one council member from the first ward for a full two-year term, one council member from the second ward for a full two-year term, one council member from the third ward for a full two-year term, and one council member from the fourth ward for a full two-year term.

SECTION 2: The general election shall be conducted by the Board of Election Commissioners of St. Louis County, Missouri pursuant to the applicable statutes of Missouri and the regulations of said Board of Election Commissioners for the conduct of local elections.

SECTION 3: Nominating petitions and acceptances of nomination shall be filed with the City Clerk of the City of Creve Coeur after the passage and approval of this ordinance beginning at 8:00 a.m. on December 11, 2012 through January 15, 2013, at 5:00 p.m. A candidate can only file for and promise to serve in a single position. The City Clerk shall record the date and time of each filing. Names shall be placed on the ballot and election notice in order of filing for respective offices as provided in section 10.3 of the city charter. Candidates wishing to file for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road. Filings shall be accepted on a first-come first-served walk-in basis when the City Clerk is available at the Government Center.

SECTION 4: Notwithstanding the foregoing, in the case of candidates who deliver their nominating petitions and acceptances of nomination to the City Clerk prior to 5:00 p.m. on the first day for filing, the City Clerk shall determine by random drawing the order in which such declarations shall be deemed to have been filed. Any such drawing shall be conducted so that each candidate may draw a number at random at the time of delivery of the petition and acceptance. The City Clerk shall record the number drawn with the candidate's petition and acceptance. If such drawing is conducted, the names of the

BILL NO. 5400

ORDINANCE NO. _____

candidates filing on the first day of filing for each office on each ballot shall be listed in ascending order of the numbers so drawn.

SECTION 5: Candidates filing for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road to sign a sworn acceptance of nomination before the City Clerk. A filing shall not be accepted without such sworn acceptance.

SECTION 6: Notice of said general election shall be published according to law in a newspaper of general circulation published in the County of St. Louis, Missouri.

SECTION 7: All candidates shall be nominated by petition and acceptance thereof as provided for in Section 10.2 of the City Charter. Nominating petitions and acceptances of nomination shall be substantially in the same form as the "nominating petition" and "acceptance of nomination" forms attached hereto as specimens of designated appropriate forms as required by Section 10.2 (a) of the City Charter.

SECTION 8: Upon the passage and approval of this ordinance, a certified copy thereof shall be promptly transmitted to the Board of Election Commissioners by the City Clerk.

SECTION 9: This ordinance shall become effective pursuant to section 3.11(g) of the City Charter.

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF _____, 2012.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2012.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 2, 2013.

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
13. _____	_____	_____	_____
14. _____	_____	_____	_____
15. _____	_____	_____	_____
16. _____	_____	_____	_____
17. _____	_____	_____	_____
18. _____	_____	_____	_____
19. _____	_____	_____	_____
20. _____	_____	_____	_____

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
21. _____	_____	_____	_____
22. _____	_____	_____	_____
23. _____	_____	_____	_____
24. _____	_____	_____	_____
25. _____	_____	_____	_____
26. _____	_____	_____	_____
27. _____	_____	_____	_____
28. _____	_____	_____	_____
29. _____	_____	_____	_____
30. _____	_____	_____	_____
31. _____	_____	_____	_____
32. _____	_____	_____	_____
33. _____	_____	_____	_____
34. _____	_____	_____	_____
35. _____	_____	_____	_____
36. _____	_____	_____	_____
37. _____	_____	_____	_____
38. _____	_____	_____	_____
39. _____	_____	_____	_____
40. _____	_____	_____	_____
41. _____	_____	_____	_____
42. _____	_____	_____	_____
43. _____	_____	_____	_____
44. _____	_____	_____	_____

NOTICE TO SIGNERS

Please sign in ink or indelible pencil

<u>NAME (SIGNATURE)</u>	<u>NAME PRINTED</u>	<u>REGISTERED VOTING ADDRESS</u>	<u>DATE SIGNED</u>
45. _____	_____	_____	_____
46. _____	_____	_____	_____
47. _____	_____	_____	_____
48. _____	_____	_____	_____
49. _____	_____	_____	_____
50. _____	_____	_____	_____



CITY OF CREVE COEUR
ACCEPTANCE OF NOMINATION

NO. _____ Date/Time Received _____

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

I, _____ BEING DULY SWORN, STATE UPON MY OATH THAT I RESIDE AT _____, CITY OF CREVE COEUR, COUNTY OF ST. LOUIS, STATE OF MISSOURI, THAT I AM A QUALIFIED VOTER THEREIN, THAT I ACCEPT NOMINATION AND AM A CANDIDATE FOR THE ELECTION OF COUNCIL MEMBER, WARD _____ FOR FULL TWO-YEAR TERM, TO BE VOTED UPON AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, APRIL 2, 2013, THAT I SHALL HAVE RESIDED IN THE CITY OF CREVE COEUR FOR AT LEAST ONE YEAR AS OF THE DATE OF THE ELECTION AND WILL BE A RESIDENT OF THE AFORESAID CITY AND WARD AT THAT TIME, THAT I WILL NOT BE IN DEFAULT TO THE CITY AS OF JANUARY 15, 2013 AT 5:00 P.M. (INCLUDING ANY ARREAGE FOR UNPAID CITY TAXES OR MUNICIPAL USER FEES), THAT I HAVE FILED ALL REQUIRED CAMPAIGN DISCLOSURE REPORTS FOR ALL PRIOR ELECTIONS AND PAID ALL FEES ASSESSED BY THE MISSOURI ETHICS COMMISSION, AND THAT I AM OTHERWISE ELIGIBLE FOR SAID OFFICE AND WILL REMAIN SO THROUGH THE ELECTION DATE (OR WILL DISCLOSE OTHERWISE).

I HEREBY REQUEST THAT MY NAME AS FOLLOWS _____ BE PRINTED UPON THE OFFICIAL BALLOT FOR ELECTION BY GENERAL ELECTION AS A CANDIDATE FOR THE OFFICE OF COUNCIL MEMBER. WARD _____ FOR THE TERM INDICATED ABOVE AND STATE THAT I WILL SERVE AS SUCH OFFICER, IF ELECTED.

IN FILING FOR PUBLIC OFFICE, I SWEAR AND AFFIRM THAT I WILL UPHOLD AND DEFEND THE CONSTITUTION AND LAWS OF THE UNITED STATES, THE CONSTITUTION AND LAWS OF THE STATE OF MISSOURI AND THE CHARTER AND ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI.

DATE: _____

TIME: _____

SIGNATURE OF APPLICANT FOR
OFFICE

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

BILL NO. _____

ORDINANCE NUMBER _____

**AN ORDINANCE ADDING SECTION 210.205 TO THE CODE OF ORDINANCES
REGARDING DISTURBANCE OF FUNERAL AND BURIAL SERVICES.**

WHEREAS, every citizen may freely speak, write and publish their sentiments on all subjects, but should not abuse such rights by imposing their sentiments on others and thereby disrupt or disturb funeral or burial services; and

WHEREAS, a significant governmental interest exists in protecting the peace and privacy of mourners accessing and participating in a funeral or burial service; and

WHEREAS, the City Council has determined that the City should protect the peace and privacy of mourners from disruption and disturbance for a short time and in the limited area immediately around such services, without limiting alternative channels for communication;

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. A new Section 210.205 entitled "Disturbance of Funeral and Burial Services" is hereby added to the Code of Ordinances, to read as follows:

A. No person shall knowingly picket or engage in other protest activities, nor shall any association or corporation knowingly cause picketing or other protest activities to occur, within three hundred (300) feet of any residence, cemetery, funeral home, church, synagogue, or other establishment or location during or within one (1) hour before or one (1) hour after any actual funeral or burial service

at that place.

B. As used in this Section, "other protest activities" means any action that is disruptive or undertaken to disrupt or disturb a funeral or burial service.

C. As used in this Section, "funeral" and "burial" services mean the ceremonies and memorial services held in conjunction with the burial or cremation of the dead, but this Section does not apply to processions while they are in transit beyond any three hundred (300) foot zone that is established under Subsection (A) above.

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: November 12, 2012

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Strategic Planning Process

The FY12-13 budget allocates \$20,000 to contract a professional facilitator to assist the Council and staff in developing a strategic plan with goals and objectives to provide direction to the City for the coming three to five years. The Mayor, Council President, City Administrator, and Assistant to the City Administrator interviewed three facilitators on October 31, 2012 including Terry Jones, Fred Falker and Shockley Consulting. A recommendation for a facilitator and a timeline for the strategic planning process are outlined below.

Background

Council and staff have held work sessions each January over the past four years to discuss annual goals. These meetings have been productive and informative; however, goals have generally focused only on short-term department-specific goals as opposed to multi-year strategic goals set by the Mayor and City Council in collaboration with staff and other stakeholders. A strategic planning process would identify specific goals and objectives shared among stakeholders that could be accomplished in a defined multi-year period such as over three to five years.

The City last went through a similar process in the early 1990s when a community visioning exercise was undertaken. Additionally, the City undertook an extensive process in 2002 when it created a new Comprehensive Land Use Plan, which includes broad goals and strategies to provide community direction in areas such as land use, parks, and transportation. The FY12-13 budget document also identifies annual department goals and objectives and ties these goals to the broad goals of the 2002 Comprehensive Plan.

The City also conducted community surveys in 2005, 2008, and 2011 to gather information about how citizens view city services and what types of future improvements they would like to see in the city. These surveys will be useful in developing goals and objectives for the strategic plan.

Recommendation

Each of the three consultants interviewed has experience with assisting municipalities in the St. Louis region with strategic planning; however, it was felt that Shockley Consulting would be most effective at engaging our City Council and staff and that Shockley would provide the most useful end product, including establishing accountability by incorporating performance measures tied to goals and objectives. Shockley's proposed fee of \$15,000 is within budget.

Proposed process

The following timeline proposes a three-month process, which is somewhat aggressive considering the holidays; however, it is realistic if the meetings can be scheduled on or around

the proposed dates. The proposed process would finish by early February with a finalized report by no later than early March.

1. November 16 – Pre work session survey distribution
2. December 10 – Presentation of survey results to City Council
3. Week of December 17 (or any time before Christmas) – Council Work Session I
4. Sometime between Christmas and January 15 – Council Work Session II
5. Sometime between after Council Work Session II and end of January - Staff work sessions I and II
6. Draft report to City Council could be February 11 or February 25
7. Final report in early March

Having all or nearly all of the Mayor and Council in attendance at each of the work sessions will help ensure that the final plan reflects the goals and values of the entire Council. The Mayor and Council will be asked to bring their calendars to the November 12, 2012 City Council meeting in order to determine if dates can be scheduled for the work sessions in December and January (steps 3 and 4 above).

Attachment

- Shockey Consulting proposal and brochure



November 2, 2012

Mark Perkins, City Administrator
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, Missouri 63141

Dear Mark:

Thank you for the opportunity to submit a proposal for strategic planning with your Council and staff. We enjoyed meeting with you on Wednesday. The purpose of this letter is to provide additional information including a revised schedule and detailed cost estimate.

Schedule

In order to meet your timeline with a completed report February 15th, the following schedule is proposed.

Notice to Proceed	November 9
Pre-Work Session Survey Distributed to Council	November 13
Materials Review Presentation to Council	November 26, work session
Council Work Session I	Week of December 3
Council Work Session II	Week of December 10
Staff Work Session I	Week of January 4
Staff Work Session II	Week of January 11
Draft Report to City Manager	January 21, 2013
Draft Report to City Council/Presentation	January 29, 2013
Final Report to City Council	February 12, 2013

Cost Estimate

Attached please find a cost proposal with detailed hours and costs for the approach we discussed with you. Please note: we have not budgeted for expenses like meeting space or any refreshments during the meetings. We can certainly make those arrangements if you would like.

Thank you once again for meeting with us on Wednesday and for considering Shockey Consulting Services for your consulting needs. Please let me know if you have any additional questions. I can be reached at 913.515.4365.

Sincerely,

Sheila Shockey
President

SHOCKEY CONSULTING SERVICES									
	Sheila Shockey		Beth Quindry		Consultant I		Administrative Support		Task Sub-Total (Fees + Expenses)
	Hourly Rate								
	\$210	\$125	\$80	\$100					
1 Materials Review									
Materials gathering and review	2.0	4.0	8.0	0.0					
Prepare materials summary report	0.0	4.0	0.0	0.0					
	Hours	2.0	8.0	0.0	0.0	10.0			
	Fee	\$420	\$1,000	\$0	\$0	\$1,420	\$0		\$1,420
2 Pre-Workshop Questionnaire									
Meet with client to review goals and objectives	0.0	2.0	0.0	0.0					
Draft questionnaire	1.0	4.0	0.0	0.0					
Administer questionnaire	0.0	0.0	2.0	0.0					
Prepare report	1.0	4.0	0.0	0.0					
	Hours	2.0	10.0	2.0	0.0	14.0			
	Fee	\$420	\$1,250	\$0	\$0	\$1,670	\$0		\$1,670
38.4 Agenda Development and Goal Setting Session Facilitation									
Agenda Development	1.0	4.0	0.0	0.0					
Develop presentations and meeting materials	1.0	12.0	0.0	0.0					
Facilitate/Attend (2) Council workshops	12.0	12.0	0.0	0.0				45	
Prepare meeting summaries	0.0	4.0	0.0	0.0					
	Hours	14.0	32.0	0.0	0.0	46.0			
	Fee	\$2,940	\$4,000	\$0	\$0	\$6,940	\$45		\$6,985
5 Staff Action Plan and Performance Measure Development Meetings									
Develop meeting materials	0.0	4.0	0.0	0.0					
Attend meetings (2)	0.0	6.0	0.0	0.0					
Technical assistance, review of suggested measures	1.0	12.0	0.0	0.0				45	
	Hours	1.0	22.0	0.0	0.0	23.0			
	Fee	\$210	\$2,750	\$0	\$0	\$2,960	\$45		\$3,005
6 Plan Document Development and Presentation									
Prepare final report, up to 12 pages	2.0	8.0	0.0	0.0					
Prepare PowerPoint slides for Council presentation	0.0	4.0	0.0	0.0					
	Hours	2.0	12.0	0.0	0.0	14.0			
	Fee	\$420	\$1,500	\$0	\$0	\$1,920			\$1,920
SUB-TOTAL HOURS									
		21.0	84.0	2.0	0.0				

TOTAL HOURS	105.0
TOTAL FEES	\$14,910
TOTAL EXPENSES	\$90
GRAND TOTAL FEES + EXPENSES	\$15,000

STRATEGIC MANAGEMENT

Shockey Consulting's guide to developing a strategic management system

Government agencies are operating in a new reality with ever-changing and unknown conditions. Declining revenues and increasing demands have caused leaders to make tough choices in the short-term with uncertainty about effects on the long-term health and stability of their communities. Successful agencies are taking the next step and implementing a strategic management system to guide them through these tough times and into a prosperous future.

This handout provides an overview of a recommended strategic management system and is used as part of Shockey's Strategic Management training program.



It's a new world. Set your strategy to succeed

What is a Strategy?

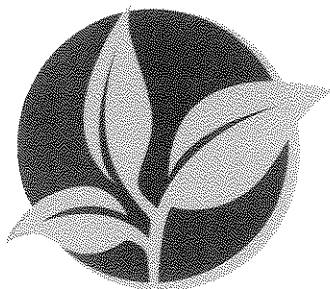
A strategy is carefully investing your resources to achieve a desired outcome

A strategy is a plan of action to achieve a particular goal or desired outcome. You develop your strategy in anticipation of future events or trends. A strategy considers where you are now, where you want to go, and trade-offs of various actions.

What is a Strategic Management?

Strategy is deciding what to do with the limited resources available. Execution is getting done what you plan. Strategic Management is creating a strategy, getting it done, measuring results and learning from what was done. It is a circular process that results in many important benefits for agencies including:

- Aligning activities and resources to community priorities;
- Improving internal and external communication and teamwork;
- Monitoring organizational performance against strategic goals; and
- Encouraging learning and innovation.



Shockey
Consulting
Services, LLC

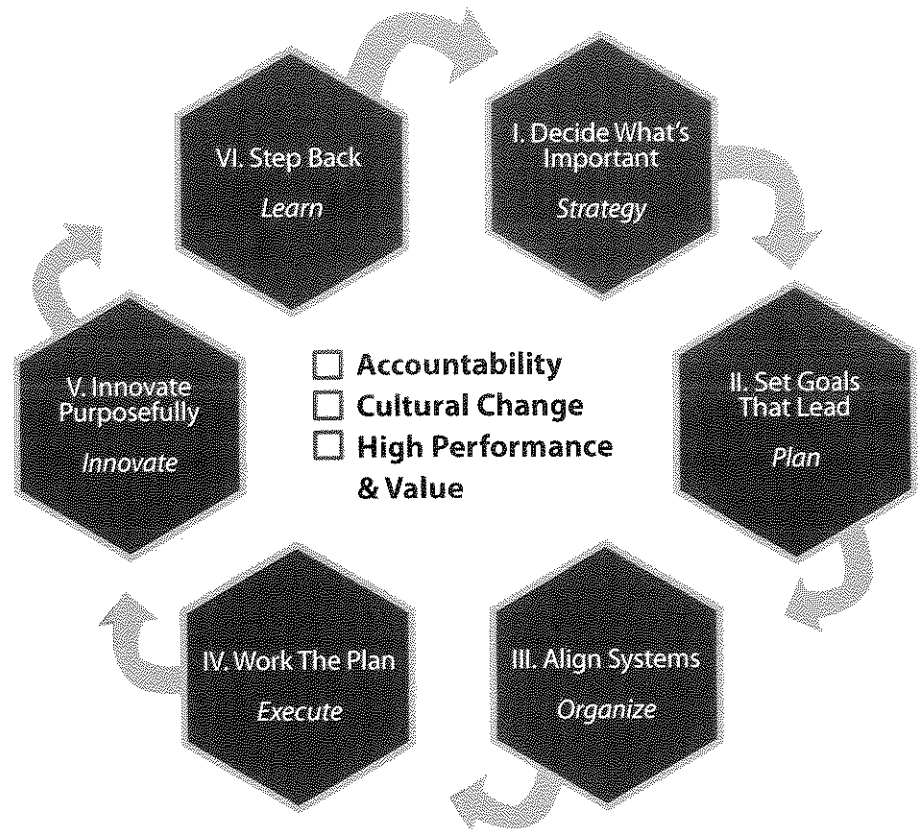
www.shockeyconsulting.com

SHOCKEY CONSULTING'S GUIDE TO DEVELOPING A STRATEGIC MANAGEMENT SYSTEM

MOVE BEYOND THE PLAN

Most agencies have goals and objectives or some sort of written priorities or plans. What they don't have is a planning process that aligns resources to priorities. The process graphic above describes the six steps of strategic management - adapted from the Six Disciplines for Excellence®.

The remainder of this document describes the steps necessary to prepare a plan and implement a strategic management system.



Decide What's Important

Involving the right people in the planning process is important. Deciding who will be involved in developing the plan and how to involve them is the first step.

Stakeholder interviews, surveys, and committees are effective in involving many people in developing strategies. People who are involved in the development of the plan are more likely to stay on track when implementing. Consider involving people external to the organization as well as internal.



Environmental Scan

An environmental scan helps decision makers look critically at internal and external environments that affect the organization. The focus is on both short- and long-term factors. Gather information about issues and future trends from a number of sources. A complete analysis of strengths, weaknesses, opportunities and threats is important when developing strategies.

Typical categories of information include:

- Increasing demands and declining revenues
- Changing demographics
- Regulations & enforcement
- Infrastructure management/asset management
- Service-delivery
- Citizen satisfaction
- Workforce

Planning is a learning process. Successful planning processes build shared understanding of the organization and its changing environment, develop capabilities in strategic thinking and enhance communication among key stakeholders.



Define a Vision

A vision states what you want to do in idealistic terms. It is future-oriented and creates a vivid mental picture of where you are headed. It should be an inspirational statement that energizes the organization. It should be easy to remember and recite. An effective vision statement can take your organization out of the present and focus it on the future.



Capture Your Values

Values are core beliefs or principles that guide the organization and its future. Ensure that they are developed to reflect the organization's shared values.



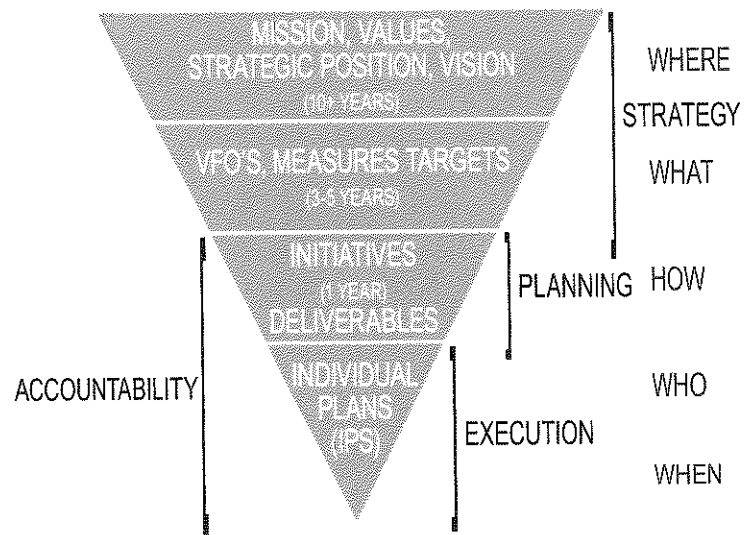
Refine Your Mission

A mission is a purpose or reason for being. Whereas the vision will guide the future actions of the organization, the mission is the purpose for the organization's existence. All goals, objectives and tactics should help the organization carry out its mission.

The mission of _____
(organization/department/program/subprogram)
is to provide _____
(service/product/what) to _____
(customer/for whom) so that _____
outcome/why).

Set Goals That Lead

The next step is to define your organization's Vital Few Objectives (VFOs) or strategy statements. The VFOs are general statements to describe how the organization will move toward achieving its vision. The Vital Few Objectives should describe what your organization will do; but when developing them, you should also decide what you will not do. That conversation takes your plan from a to-do list to a strategic plan where you make choices and define a specific path.



Develop goal statements. Goals are statements that emulate the policies of the organization and give them measurable outcomes. The goals are long-term, usually between three and five years. Performance and results oriented measurements can be assessed to determine the effectiveness of your goals.

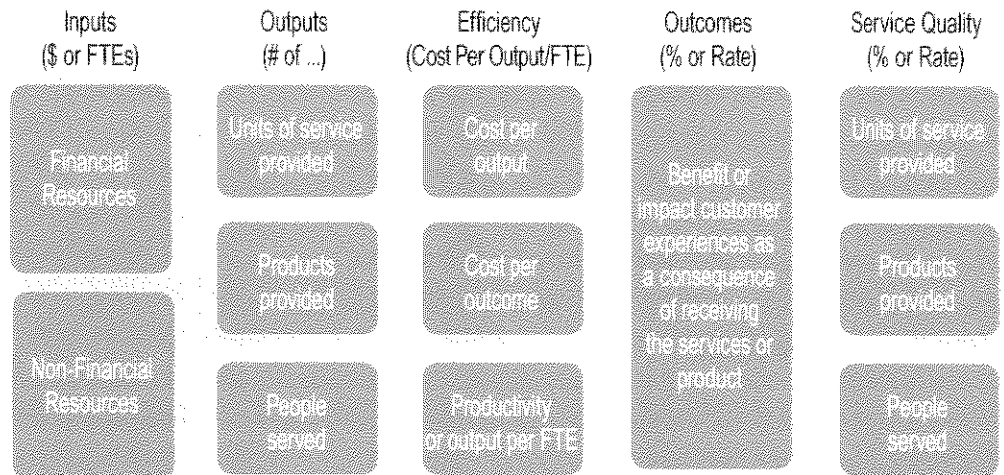
Develop objectives. Objectives are similar to goals but have targeted outcomes. Objectives result in specific, short-term outcomes that should be attainable within a calendar year. In most instances, these objectives will be stepping stones to achieve the more long-range goals of the organization.

Align Systems

Develop tactics, assign responsibility, set a schedule and monitor progress. Tactics, like strategies, are aimed at specific activities for the organization. However, they are short-term, describing steps to achieve the organization's objectives within a year. Again, they are measurable actions that can be used to gauge the success of the organization at reaching its objectives.

Measures show progress toward or accomplishment of desired outcomes. A good set of measures typically includes performance measures to give a more accurate and comprehensive picture of organizational performance.

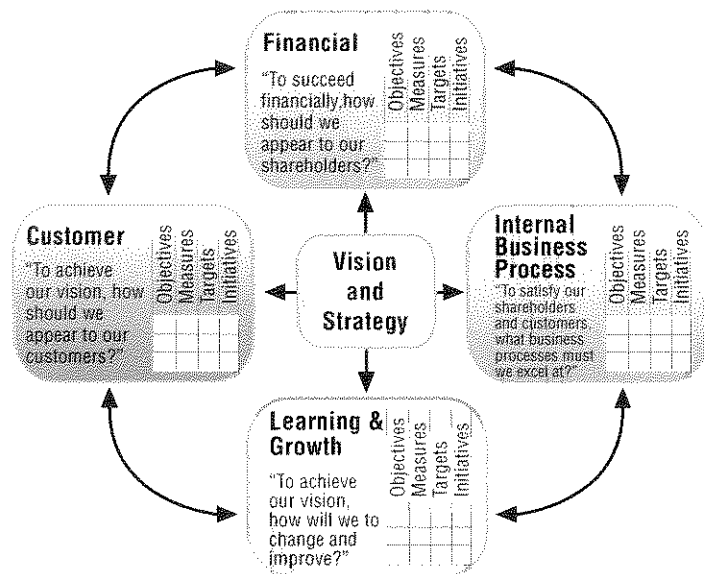
Family of Performance Measures



Use a Balanced Scorecard Approach

The Balanced Scorecard Approach is a strategic planning and management tool originated by Drs. Robert Kaplan (Harvard Business School) and David Norton. It is a performance measurement framework that has traditional financial and strategic non-financial performance metrics to give managers a more "balanced" view of organizational performance.

Goals, objectives, measures, targets and initiatives should be developed considering all four perspectives of the organization: Financial, Customer/Citizen, Processes, and People. We recommend communities also consider developing their plans around the Fifth Perspective: Sustainability.



Work the Plan, Innovate, Learn

Once the plan is complete, align all organizational systems to the plan, work it and constantly learn from implementation and results. Strategic management is an ongoing process.



Sheila Shockley, 913-515-4365
sheila@shockleyconsulting.com
www.shockleyconsulting.com



Firm Profile

Shockey Consulting Services has been helping communities make better decisions since 1998. Shockey provides management, planning and public participation to federal, regional, state and local governments.

From offices in Kansas City and St. Louis regions, we have worked with dozens of public sector clients to develop implementable strategic plans that lead to ongoing organizational and community improvement.

Qualifications

Shockey Consulting is pleased to present qualifications for strategic planning services. We have extensive experience helping cities identify issues, setting goals, developing action plans and performance measures.

Our experience includes:

-  **Municipal Strategic Planning Experience** – Our team has 50+ years of experience in strategic planning for cities as consultants as well as former local government managers.
-  **Experience Implementing Plans and Performance Measures** – We develop plans that are aligned with the community vision, council priorities and organizational goals. We are experienced in taking Strategic plans and developing strategic management programs including developing and implementing performance measures and benchmarking.
-  **Experience Facilitating Consensus** – We have extensive experience setting goals and priorities with local elected officials.



Shockey believes in facilitating sessions with impartiality, approaching the sessions with an unbiased view of city operations, bringing elected officials and staff together in a collaborative environment.

Shockey suggests the following process to accomplish these desired outcomes. It should be noted that these tasks are not necessarily in chronological order but many will be completed concurrently.

Task 1: Materials Review

Shockey will review all the materials relating to the current state and future of the City. This could include but would not be limited to the:

- Comprehensive Plan,
- Climate Protection Plan,
- City Budget,
- Annual Report,
- Existing Performance Measures
- Annual Audit
- Citizen Survey; and
- other pertinent documents.

A draft Environmental Scan PowerPoint presentation will be prepared as a result of the materials review. The Environmental Scan presentation will include the issues facing the City, and the City's strengths/weaknesses, opportunities and threats according to the materials review and pre-workshop survey. This will be provided in advance to workshop participants and be the basis of discussion for the first Council workshop session.

Task 2: Pre-Workshop Survey

To gauge Council members' and key staff's sense of issues, vision, values and goals, they will be asked to complete an on-line, anonymous pre-workshop survey. This exercise serves several purposes, including encouraging thoughtful identification and consideration of the issues as well as informing the final development of the agenda.

We also use it to come to consensus on values that guide their work. Values are core beliefs or principles that guide a group or organization. Determining those common values is critical in coming together around a set of goals.

The results of this survey will inform the discussion at the workshop. Shockey will develop the survey, administer it, and produce a summary of its results.

Task 3: Agenda Development

Shockey will draft workshop and meeting agendas and meet with the City Administrator and key staff to finalize the survey and agenda packets in advance of distribution.

Task 4: Council Goal-Setting Facilitation

Shockey will facilitate the two (2) goal setting workshops with the Mayor and City Council members and prepare a detailed summary of the outcomes in the form of meeting notes. The vision, values, mission, goals and priorities established by the Council will inform the work of the City Administrator and Department Heads in preparing an action plan. In general terms, the first workshop will focus on the environmental scan, vision, values

mission and preliminary goals. The second workshop will focus on finalizing goals & setting priorities.

Task 5: Staff Action Plan & Performance Measure Development Meetings

Shockey will facilitate two meetings with the City Manager and Department Staff following the Council Workshops. The vision, goals and priorities established by the Council will inform the work of the City Administrator and Department Heads in preparing an action plan. Shockey will provide training materials to the department heads to help them prepare action plans and performance measures aligned with the goals and priorities established by the Mayor and City Council. Shockey will facilitate two meetings focused around developing the action plan and performance measures.

Task 6: Plan Document Development & Presentation
Shockey will prepare one draft Strategic Plan document for review and one final version. Shockey will prepare presentation materials for staff regarding the draft Strategic Plan and attend the Council meeting for the presentation.



Shockey Relevant Projects

- Blue Springs, Missouri Parks Strategic Plan
- Fairway, Kansas Council Retreat
- Independence, Missouri Mayor/Council Retreat
- Johnson County, Kansas Board of Commissioners Retreat & Strategic Plan
- Kansas City, Missouri Community Leader Financial Forum
- Kansas City, Missouri Mayor/Council/Manager Goal-Setting Retreat (2010, 2011)
- Kansas City, Missouri Municipal Courts Strategic Action Plan
- Kansas City, Missouri New Tools for Economic Development Plan
- Kansas City, Missouri Performance Measures
- Lenexa, Kansas Watershed Business Plan
- Maryland Heights, Missouri Council Goal-Setting and Strategic Plan
- O'Fallon, Illinois Goal-Setting and Performance Measures
- Olathe, Kansas Public Works Strategic Plan
- Raymore, Missouri Council Retreat
- Raytown, Missouri Council Retreat
- Shawnee, Kansas Budget Priorities Workshop
- Unified Government of Wyandotte County/Kansas City, Kansas Governing Body Retreat & Strategic Plan
- Wamego, Kansas Community Strategic Plan

Timeline

The proposed timeline is 5 months from notice to proceed to completion. This could be condensed if needed based upon availability of participants.

Strategic Planning Timeline

TASKS	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5
Task 1: Materials Review					
Task 2: Pre-Workshop Survey					
Task 3: Agenda Development					
Task 4: Council Goal-Setting Facilitation					
Task 5: Staff Action Plan and Performance Measure Development Meetings					
Task 6: Plan Document Development and Presentation					

Shockey References

Susan Sherman, Assistant City Administrator | City of Olathe, Kansas

Phone: (913) 971-8702

Email: ssherman@olatheks.org

Mark Levin, City Administrator | City of Maryland Heights, Missouri

Phone: (314) 291-6550

Email: mlevin@marylandheights.com

Walter Denton, City Administrator | City of O'Fallon, Missouri

Phone: (618) 624-4500

Email: wdenton@ofallon.org



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: November 7, 2012

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Project Update and Planning and Zoning Commission Recommendation
Middlebrook and Chilton Culvert Rehabilitation Projects

The final design plans for the rehabilitation of drainage culverts beneath Middlebrook Lane and Chilton Lane are nearly complete. Staff expects to have the plans substantially complete and permitted by the middle of November 2012 and to have discussions underway with the property owners adjacent to the Chilton Lane project by the end of November 2012.

As you may recall, the engineering design found that the existing culverts beneath Middlebrook Lane and Chilton Lane were of insufficient size and of such poor condition that the initial plan for modifications to these culverts could no longer be possible. The alternative was to replace the culverts, and the cost of this scope of work is far greater than the anticipated maintenance.

The Capital Improvement Fund identifies \$125,000 for the repair of these two culverts, but the final design estimate for these culverts to be replaced is approximately \$337,000. Staff had sought to pursue the two culvert repairs as one project so the City could experience cost savings, but this does not appear to be possible with the projects being replacements rather than repairs.

Of the two culverts, the culvert beneath Chilton Lane is the most critical. This culvert has collapsed on the south side of the street, and the culvert is currently blocked by the debris. The collapse has also resulted in a significant hole adjacent to the south side of Chilton Lane that presents a potential hazard to motorists and pedestrians.

The cost estimate for the replacement of the Chilton Lane culvert is approximately \$127,000.00.

Considering that the Chilton Lane culvert is the higher priority repair of the two culverts and that the cost estimate for its replacement is generally in line with the current budget for the culvert projects, staff has recommended a phased approach for the culvert replacement projects, whereby the Chilton culvert would be replaced in early 2013 in the current (i.e. 2013) fiscal year and the Middlebrook culvert would be replaced during a future fiscal year.

City staff presented the plans and the proposed phased approach for these culvert projects to the Planning and Zoning Commission at their meeting on November 5, 2012. The Commission made a positive recommendation to the City Council for the nature of the projects and the phased approach. The Commission also recommended that the Middlebrook culvert be addressed in the 2014 fiscal year.

The submission to the Planning and Zoning Commission is attached for your review. Included are the staff memorandum and the design plans for the replacement of both culverts.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: October 29, 2012

TO: Creve Coeur Planning and Zoning Commission

CC: Paul Langdon, Director of Community Development
Jim Heines, Director of Public Works

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

SUBJECT: Project Update and Section 89 Recommendation
Middlebrook and Chilton Culvert Rehabilitation Projects

Engineering design plans are being developed for the replacement of failing drainage culverts beneath Middlebrook Lane and Chilton Lane. Investigation into these issues found the problems to be worse than initially expected, and it appears that these culverts will need to be replaced rather than repaired in place. City staff presents the proposed improvements and a phased approach to implement them to the Planning and Zoning Commission to seek the Commission's recommendation for approval to the Creve Coeur City Council.

Existing Conditions

In early 2011, City staff identified deficiencies in the drainage culvert that runs beneath Middlebrook Lane and became aware of the outright failure of the end of a culvert that runs beneath Chilton Lane.

Middlebrook Lane. A large metal drainage culvert carries a significant tributary of Monsanto-Sunswept Creek beneath Middlebrook Lane generally along the property lines of #3 and #5 on the north and #4 and #6 on the south. The bottom of this culvert pipe has rusted away, and a concrete lining of the base has also begun to fail. Reviews of the site have found evidence that storm water overtops Middlebrook Lane during heavy rain events, such as significant erosion on the south side of the street above the culvert.

Chilton Lane. A smaller drainage culvert carries a relatively short tributary of Monsanto-Sunswept Creek beneath Chilton Lane, generally along the property lines of #3 and #4 on the north and #12 and #13 on the south. The downstream (south) end of the culvert has collapsed, which has created a significant and hazardous hole just off of the south edge of the pavement.

Site Reviews

City staff visited the Middlebrook and Chilton sites with a representative from the Metropolitan St. Louis Sewer District (MSD) in early 2011 and proposed to partner with MSD to repair these culverts. This proposal was not accepted, as MSD explained that budget restrictions have limited their stormwater repairs to only emergency repairs.

The subject culverts were included among the sites evaluated by Horner & Shifrin, Inc. as part of the current Storm Water Master Plan Update project. Through their review, Horner & Shifrin identified these sites as two of the highest priority issues on the east side of Creve Coeur.

In addition, the City's Storm Water Committee visited both the Middlebrook and Chilton sites as part of its meeting on October 15, 2011. During the Committee's site review of the Chilton Lane culvert that day, the committee restated its support for the rehabilitation of these culverts as soon as possible.

Proposed Improvements

The City retained the design services of Intuition & Logic to review the existing conditions and to propose and design a solution to the issues found at each culvert. Through their review, Intuition & Logic found that the existing culverts are in poor condition and are undersized for the area that drains to each culvert, making the replacement of the culverts the only viable option. Furthermore, the presence of the regulatory flood plain at each of these culverts complicated the use of culvert liners or other apparent methods to use the existing culverts in place. It is unlikely that such repairs to these culverts would pass the necessary permitting reviews by the Metropolitan St. Louis Sewer District (MSD) or the Missouri Department of Natural Resources (DNR).

Design plans for the replacement of these culverts have been developed and are attached for reference.

The proposal for each of the culverts is similar in nature: replace the existing culvert with two parallel culverts that have staggered elevations. At each location, the bottom of one culvert would be about one foot higher than the bottom of the other. This design establishes the lower culvert as the one carrying constant flow while holding the upper culvert in reserve for high-flow situations. In doing so, the two-culvert approach reduces the spread of the typical stream flow, and this maintains adequate flow velocity to reduce the chance that siltation will occur in the culvert. Furthermore, this approach provides the flow capacity needed to handle the demands of significant rain events.

Access. Both Middlebrook Lane and Chilton Lane are small residential streets, and each has its sole access point on Spoede Road. The replacement of these culverts will require the removal of the full width of the roadway pavement that will make it difficult or impossible to maintain access through the construction site. Therefore, the proposal includes the construction of a temporary road along the side of each project site that will be used to maintain access for the residents of these streets during construction.

Easements. The scope of the proposed improvements will require the City to acquire temporary construction easements from the adjacent property owners prior to construction. The City will request that these easements be donated in exchange for concessions during the restoration of the area.

Site restoration. A less technical, yet equally important aspect of the proposal is the restoration of the site beyond the culvert replacement. The proposed improvements include several decorative elements and other considerations to help preserve the nature of each street through the project.

- **Headwalls and fencing.** The proposed improvements include modular block headwalls at each end of the culverts with a fence lining the top of each of these walls. The modular block walls are proposed to be manufactured blocks with a textured face and a brown/charcoal color blend (similar in shape and color to those recently installed at Conway Park), and the fence is proposed to be similar to the standard black steel fence that has recently been installed along Conway Road and elsewhere.
- **New sidewalk.** The temporary road at each site presented an opportunity to add a sidewalk at each culvert crossing upon the removal of the temporary pavement. Through

the progression of the design, City staff found that, not only were the residents on Chilton Lane opposed to the sidewalks, but the site conditions and the nature of each street lent each site to a design without a sidewalk. No new sidewalks are proposed as part of the proposed improvements.

- **Plantings.** The proposed improvements will require the removal of several trees and bushes in the vicinity of each culvert. The design proposal includes the addition of native plant species along the creek within the disturbed area, and the City is committed to planting new trees and bushes for those that will be removed as part of this project. As mentioned above, the City will need to acquire temporary construction easements from the adjacent homeowners, and the types of trees and shrubs to be planted will likely be determined through the negotiation process for the easements.

Public Informational Meeting

Residents of both Middlebrook Lane and Chilton Lane were invited to a public informational meeting at the Creve Coeur Government Center on August 21, 2012. A total of seven residents attended the meeting, representing five households. Three of those present were homeowners immediately adjacent to the culverts.

The meeting was rather informal and was set up to explain the improvements through a discussion of the plans and to hear any concerns regarding the proposed project. The plans met with general acceptance, although the residents were in general opposition to the sidewalk proposed for the Chilton Lane site. Another concern was the impact to trees in and around the creek, and City staff indicated that these will be replaced as best as possible, albeit with younger and smaller trees in most cases. It was generally understood that the City and the affected residents would need to discuss and agree to a planting plan during negotiations for access to the construction sites.

Financial Impact

Upon agreeing that repairing the existing culverts was not likely to be permitted at either site, and considering the apparent under-sized culvert at each location, Intuition & Logic and City staff began discussions regarding full replacement of each culvert. It was clear from the initial stages of the design process that the proposed improvements would likely exceed the budget for the work.

Cost estimates for the culvert replacements were developed by Intuition & Logic as part of their professional design services. The estimated costs of replacing the culvert at each site are (approximately):

Chilton Lane.....	\$ 127,000
Middlebrook Lane.....	\$ 210,000
Total	\$ 337,000

The City's Capital Improvement Plan for the (current) 2013 fiscal year identifies \$125,000 for stormwater improvements to Middlebrook Lane and Chilton Lane (account 02-61-71-9509-13515). The CIP budget was set on the assumption that these culverts could be repaired in place.

Assistance from MSD. These culvert repairs were presented to MSD for consideration for funding or funding assistance in late 2011. MSD had found some capital improvement funding for the Deer Creek watershed, which includes the streams beneath both Middlebrook Lane and Chilton Lane. This funding request was unsuccessful, as MSD identified other projects as higher priorities within the watershed.

Phased Approach

The Capital Improvement Plan budget is far less than what is expected to be required to complete the proposed work for both culverts, but it is relatively close to the projected cost of the improvements to Chilton Lane. Given that the culvert beneath Chilton Lane has collapsed and has left a potentially hazardous hole immediately adjacent to the road pavement, and given that the situation at Middlebrook appears stable for now, City staff recommends the adoption of a phased approach to these culvert improvements, whereby the Chilton Lane and Middlebrook Lane culvert improvements are developed and completed as separate projects.

Furthermore, City staff recommends that the first phase of the project be to complete the proposed improvements at Chilton Lane and that these improvements be pursued during the current fiscal year. It is understood that that bids for the project may be higher than the budget. If that is the case, then discussions regarding adjusting the budget to finance the project or abandoning it will be necessary.

This recommendation includes the pursuit of future capital improvement funds for the replacement of the culvert beneath Middlebrook Lane.

Requested Action

City staff seeks the Planning and Zoning Commission's recommendation to the Creve Coeur City Council for the approval of the proposed replacement of the culverts beneath Middlebrook Lane and Chilton Lane. Furthermore, City staff seeks the Commission's recommendation to the City Council for the phased approach described above, whereby these two improvements would be separated into two separate projects that would likely be constructed in different years.

The separation of the two projects is necessary for their implementation, because the combined cost of the two improvements would far exceed the budget allocated for that purpose in the Capital Improvement Plan. Therefore, one recommendation is sought from the Commission that includes the design and the separation of the improvements into two projects.

A sample motion would be as follows:

I move that the Commission recommend the (approval/disapproval/conditional approval) of the proposed improvements to the culverts beneath Middlebrook Lane and Chilton Lane, as recommended by the City's Storm Water Committee, as well as the proposed phased approach to these improvements, as recommended by City Staff.

The Commission's options are to recommend approval (with or without conditions) or to recommend disapproval.

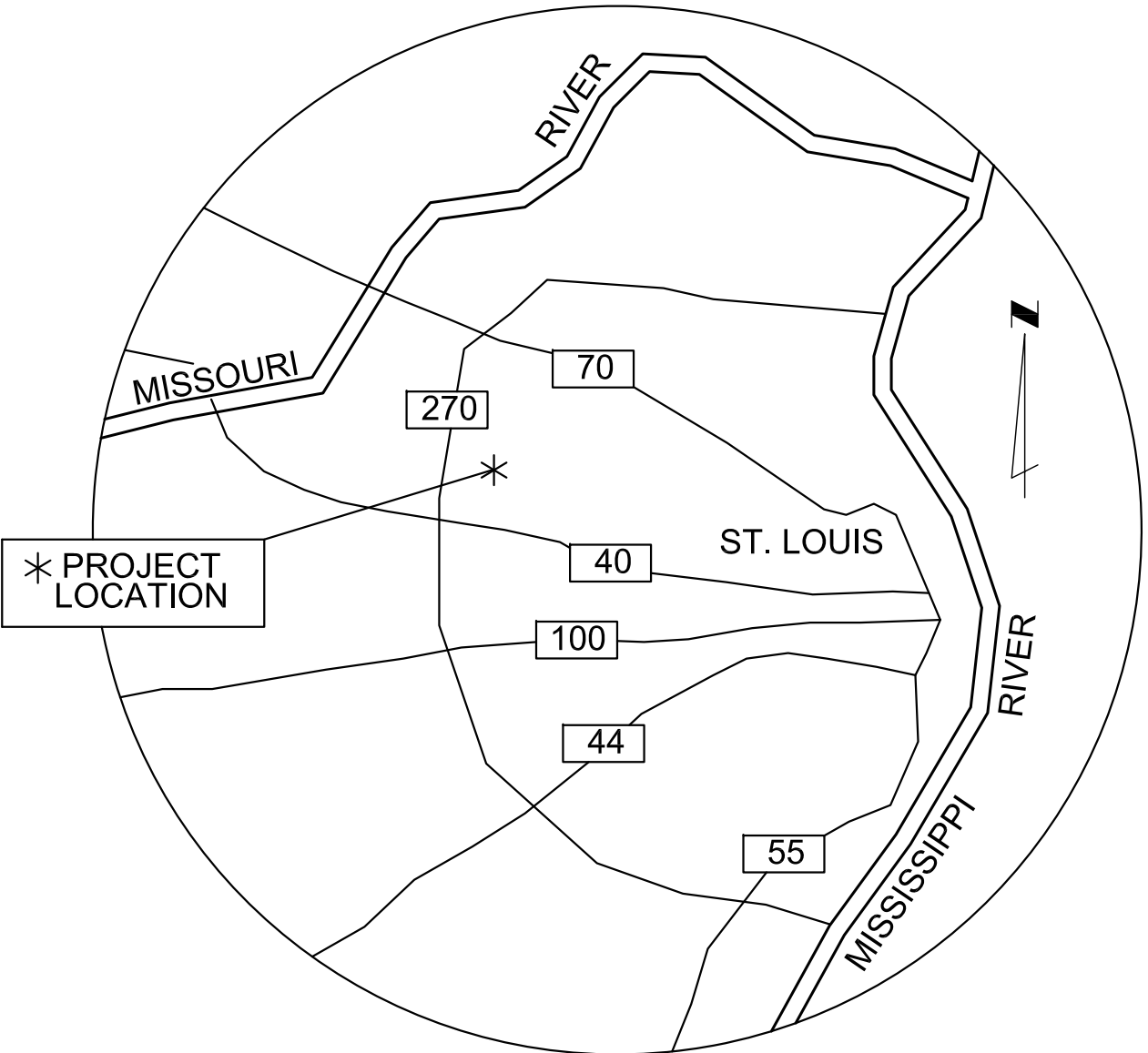
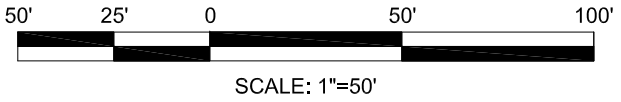
Attachment: Final design plans for Chilton Culvert Rehabilitation, dated 10/16/2012.

Final design plans for Middlebrook Culvert Rehabilitation, dated 10/16/2012

Chilton

Culvert Rehabilitation

CITY OF CREVE COEUR, MISSOURI



LOCATION MAP

NOT TO SCALE

PROJECT TEAM

OWNER:

CITY OF CREVE COEUR

300 N. New Ballas Road
Creve Coeur, Missouri 63141
(314) 432-6000



CIVIL ENGINEER:

INTUITION & LOGIC

16253 Swingley Ridge Road-Suite 100
St. Louis, MO 63017
(636) 777-3000
License No. 2000152987



SURVEYOR:

SABUR, INC.

1751 Ashby Road
St. Louis, Missouri 63114
(314) 428-1414



BENCHMARKS:

MSD BENCHMARK:
13-77 563.08 - "L" ON SOUTHWEST CORNER OF CAPSTONE FOR LOW WALL AT EXTREME EAST END OF STEPS AT SOUTH ENTRANCE, 30' DIRECTLY SOUTH OF CORNER STONE INSCRIBED (5721-1961) AT SOUTHEAST CORNER OF TEMPLE ISRAEL; NORTHEAST CORNER OF SPOEDE AND LADUE ROADS

PROJECT BENCHMARK 01:
"SQUARE" CUT IN THE NORTHWEST CORNER OF A CONCRETE DRIVEWAY APRON LOCATED AT #12 CHILTON LANE.
ELEV.=561.72

PROJECT BENCHMARK 02:
"SQUARE" CUT IN THE NORTHEAST CORNER OF THE SOUTH CONCRETE HEADWALL OF A CULVERT LOCATED AT ALDEN LANE.
ELEV.=561.95

SHEET INDEX:

- 1 COVER
- 2 NOTES AND LEGEND
- 3 OVERALL PLAN
- 4 PLAN AND PROFILE
- 5-7 DETAILS
- 8 PLANTING PLAN
- 9 CROSS SECTIONS

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON, ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327.411 RSMO) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

Professional Engineer Seal
Mark Edward Meyer, P.E.
E-2000150043

Expiration Date: Dec. 31, 2012

CONSTRUCTION & GRADING NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A SET OF "APPROVED" ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.
2. ANY DEVIATION FROM THESE DESIGN PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.
3. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED IN WRITING TO THE OWNER/ENGINEER IMMEDIATELY.
4. THE STREETS SURROUNDING THESE PROJECT SITES AND ANY STREET USED FOR CONSTRUCTION ACCESS THERETO SHALL BE KEPT FREE FROM MUD AND CONSTRUCTION DEBRIS AND SHALL BE CLEANED THROUGHOUT THE DAY.
5. ALL TRASH AND DEBRIS ON SITE, EITHER EXISTING OR FROM CONSTRUCTION, MUST BE REMOVED AND PROPERLY DISPOSED OF OFF SITE.
6. NO EXCAVATION SHALL BE MADE SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PROPERTY OR ANY PUBLIC OR PRIVATE STREET WITHOUT SUPPORTING AND PROTECTING SUCH PUBLIC OR PRIVATE STREET OR PROPERTY FROM SETTLING, CRACKING, OR OTHER DAMAGE.
7. ALL GRADES SHALL BE WITHIN 0.2 FEET, PLUS OR MINUS, OF THOSE SHOWN ON THE PLAN. GRADING TO BE REVIEWED AND APPROVED BY OWNERS REPRESENTATIVE.
8. CONTRACTOR IS RESPONSIBLE FOR MONITORING GRADING OPERATION AND ACCURACY OF FINAL ROUGH GRADES. CONTACT ENGINEER OF ANY DISCREPANCIES AFFECTING FINAL GRADING BALANCE.
9. SITE CONDITIONS MAY HAVE CHANGED SINCE THE SURVEY WAS PREPARED. CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH THE CURRENT CONDITIONS.
10. ALL PROJECT COORDINATES AND ELEVATIONS ARE BASED ON PROJECT BENCHMARKS AS LISTED BELOW.
- PROJECT BENCHMARK 01:
"SQUARE" CUT NEAR THE NORTHWEST CORNER OF A CONCRETE DRIVEWAY APRON LOCATED AT #12 CHILTON LANE.
ELEV.=561.72
- PROJECT BENCHMARK 02:
"SQUARE" CUT IN THE NORTHEAST CORNER OF THE SOUTH CONCRETE HEADWALL OF A CULVERT LOCATED AT ALDEN LANE.
ELEV.=561.95
11. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.
12. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL AND STARTING WORK.



13. THE GENERAL CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO PROVIDE CABLE TV, PHONE, ELECTRIC, GAS AND IRRIGATION SERVICES. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SITE LAYOUTS FOR THESE UTILITIES AND SHALL COORDINATE AND PROVIDE CONDUIT CROSSINGS AS REQUIRED. THIS COORDINATION SHALL BE CONSIDERED INCIDENTAL TO GENERAL CONTRACTOR WITH OWNER. ANY CONFLICTS IN UTILITIES SHALL BE CORRECTED BY THE GENERAL CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
14. BEFORE EXCAVATING OVER OR ADJACENT TO ANY EXISTING UTILITIES, CONTRACTOR SHALL NOTIFY THE OWNER OF SUCH UTILITIES TO ENSURE THAT PROTECTIVE WORK WILL BE COORDINATED AND PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER OF THE UTILITY INVOLVED. IF ANY EXISTING SERVICE LINES, UTILITIES AND UTILITY STRUCTURES WHICH ARE TO REMAIN IN SERVICE ARE UNCOVERED OR ENCOUNTERED DURING THIS OPERATION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE AND SUPPORTED IF NECESSARY.
15. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS REGARDING PRIVATE UTILITIES ON THE PREMESIS, INCLUDING BUT NOT LIMITED TO IRRIGATION SYSTEM AND LIGHTING FACILITIES.
16. CONTRACTOR SHALL NOT REMOVE ANY TREE OR FENCE, UNLESS MARKED FOR REMOVAL ON THE PLANS WITHOUT PRIOR APPROVAL.
17. ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.
18. THE CONTRACTOR, BY USING THESE PLANS FOR THEIR WORK, AGREE TO HOLD HARMLESS ILINC ENGINEERING, INC. THE CITY OF CREVE COEUR, MISSOURI, THEIR EMPLOYEES AND AGENTS AND THE OWNER WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.

19. ALL "CLEARING AND GRUBBING" SHALL INCLUDE CLEARING OF TREES, STUMPS, BRUSH, FENCES, POSTS, MAILBOXES AND OTHER EXISTING SURFACE FEATURES AS NECESSARY BY THE CONTRACTOR TO PERFORM THE WORK SHOWN ON THE PLANS.
20. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS WHERE HIS/HER OPERATIONS ABUT PUBLIC THOROUGHFARES AND ADJACENT PROPERTY IN ACCORDANCE WITH LOCAL ORDINANCE AND ST LOUIS COUNTY REQUIREMENTS.
21. AREAS OUTSIDE THE R.O.W. LINE OR CONSTRUCTION LIMIT LINE IMPACTED BY OPERATIONS OF THE CONTRACTOR SHALL BE RETURNED TO THE STATE IT WAS FOUND PRIOR TO NEW CONSTRUCTION, EXCEPT WHERE NEW WORK IS SHOWN.
22. STREET PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE AND IF DAMAGED, SHALL BE REPLACED PROMPTLY IN CONFORMANCE WITH THE MUNICIPALITY OR ST LOUIS COUNTY STANDARD.
23. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
24. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT ALONG LIMITS OF PROPOSED REMOVAL BEFORE COMMENCEMENT OF PAVEMENT REMOVAL.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER OF THE ROADWAY.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH ST LOUIS COUNTY STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH MUTCD AND CREVE COEUR.
27. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS/HER WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
28. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS BEFORE CONSTRUCTION BEGINS.
29. STANDARD CONSTRUCTION: ALL STORM AND SANITARY SEWER STRUCTURES ARE TO CONFORM TO THE STANDARD DETAILS AND CONSTRUCTION SPECIFICATIONS SHOWN IN THE CURRENT METROPOLITAN ST. LOUIS SEWER DISTRICT, STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES, 2009.
30. PUBLIC SEWER MAINTENANCE: MAINTENANCE OF THE SEWERS DESIGNATED "PUBLIC" SHALL BE THE RESPONSIBILITY OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT UPON DEDICATION OF THE SEWERS TO THE DISTRICT.
31. FUTURE DISTURBANCE NOTE FOR PROJECTS THAT DO NOT PROPOSE A BMP OR DETENTION:
STORMWATER MANAGEMENT NOTE:
LAND AREA DISTURBED = 0.20 ACRES
ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME (INCLUDING TOTAL LAND DISTURBANCE AND/OR IMPERVIOUSNESS ADDED ON THIS PLAN P-XXXXXXX-XX)

ABBREVIATIONS

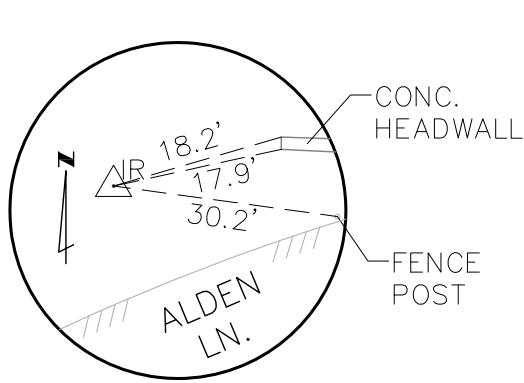
- | | |
|---------|--------------------------------------|
| AI | AREA INLET |
| ATG | ADJUST TO GRADE |
| B.M. | BENCH MARK |
| CONC. | CONCRETE |
| CTV | CABLE TELEVISION |
| DND | DO NOT DISTURB |
| E | ELECTRIC |
| ELEV | ELEVATION |
| ESMT | EASEMENT |
| EXIST | EXISTING |
| FES | FLARED END SECTION |
| FH | FIRE HYDRANT |
| FL | FLOW LINE |
| FO | FIBER OPTIC |
| FT | FEET |
| G | GAS |
| GCI | GRATED CURB INLET |
| HGL | HYDRAULIC GRADE LINE |
| I.D. | INNER DIAMETER |
| IN | INCHES |
| IP | IRON PIN |
| MAX | MAXIMUM |
| MH | MANHOLE |
| MIN | MINIMUM |
| PCB | PHONE CABLE BOX |
| PED | PEDESTAL |
| PPED | POWER PEDESTAL |
| PROP | PROPOSED |
| PVC | POLYVINYL CHLORIDE |
| RCP | REINFORCED CONCRETE PIPE |
| SAN | SANITARY |
| SMH | SANITARY MANHOLE |
| STA | STATION |
| T | TELEPHONE |
| TBR | TO BE REMOVED |
| TBR&R | TO BE REMOVED AND REPLACED |
| TBR&RBO | TO BE REMOVED AND REPLACED BY OTHERS |
| TBR&REL | TO BE REMOVED AND RELOCATED |
| TPED | TELEPHONE PEDESTAL |
| TVPED | TELEVISION PEDESTAL |
| TYP | TYPICAL |
| UIP | USE IN PLACE |
| W | WATER |

LEGEND

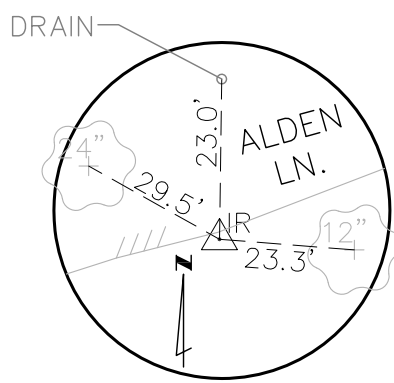
- | | | |
|-----------------|---|-----------------------------------|
| R | - | RECORD |
| C | - | CALCULATED |
| 1 | | SURVEY POINTS ESTABLISHED |
| 100 | | SURVEY MONUMENTATION FOUND |
| x ^{SS} | | CROSS FOUND |
| CM | | CONCRETE MONUMENT FOUND |
| P | | IRON PIPE FOUND |
| B | | IRON BAR FOUND |
| RW | | R.O.W. MONUMENT FOUND |
| ST | | STONE FOUND |
| RR | | RAILROAD SPIKE FOUND |
| LN | | LARGE NAIL (TRAVERSE) |
| B | | IRON BAR (TRAVERSE) |
| SS | | CROSS (TRAVERSE) |
| PK | | PK NAIL (TRAVERSE) |
| 1 | | INDIVIDUAL OWNERSHIP PARCEL (IOP) |
| 3 | | SUBDIVISION LOT NUMBER |
| x | | FENCE |
| 2"G | | UNDERGROUND UTILITIES |
| | | FLOWLINE OF CREEK OR DITCH |

- | | |
|------|------------------------|
| | GUARD RAIL |
| + | TREE |
| | BUSH |
| WV | UTILITY METER OR VALVE |
| SH | SPRINKLER HEAD |
| SV | SPRINKLER VALVE |
| PP | POWER POLE |
| PP | POWER POLE & GUY |
| | STREET SIGN |
| | FIRE HYDRANT |
| x | LIGHT STANDARD |
| VENT | MAIL BOX |
| | HOUSE VENT |
| | TRAFFIC SIGNAL |
| | UTILITY BOX |
| LS | LOW SILL LOCATION |

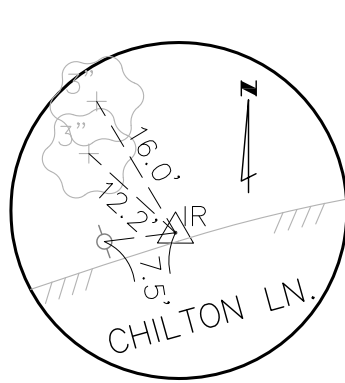
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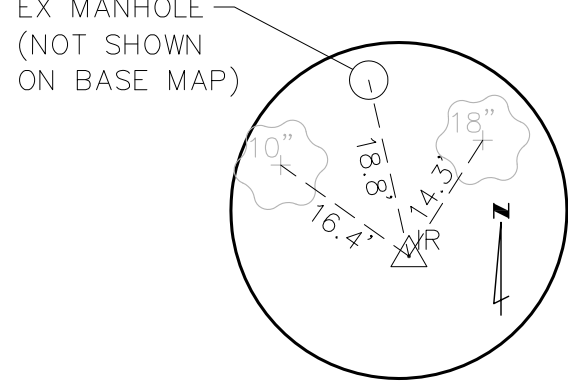
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IRON ROD W/ CAP
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E 845146.1579
ELEV 563.31
NOT TO SCALE



REFERENCE TIE
CONTROL POINT #200
IRON ROD W/ CAP
N 1028786.5119
E 844980.7573
ELEV 563.46
NOT TO SCALE



REFERENCE TIE
CONTROL POINT #207
IRON ROD W/ CAP
N 1028600.4425
E 844984.2691
ELEV 561.74
NOT TO SCALE



REFERENCE TIE
CONTROL POINT #208
IRON ROD W/ CAP
N 1028308.6559
E 845002.5002
ELEV 552.19
NOT TO SCALE



INTUITION
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Chilton Culvert Rehabilitation
Creve Coeur, St Louis County, Missouri

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Mark Edward Meyer
2000150043

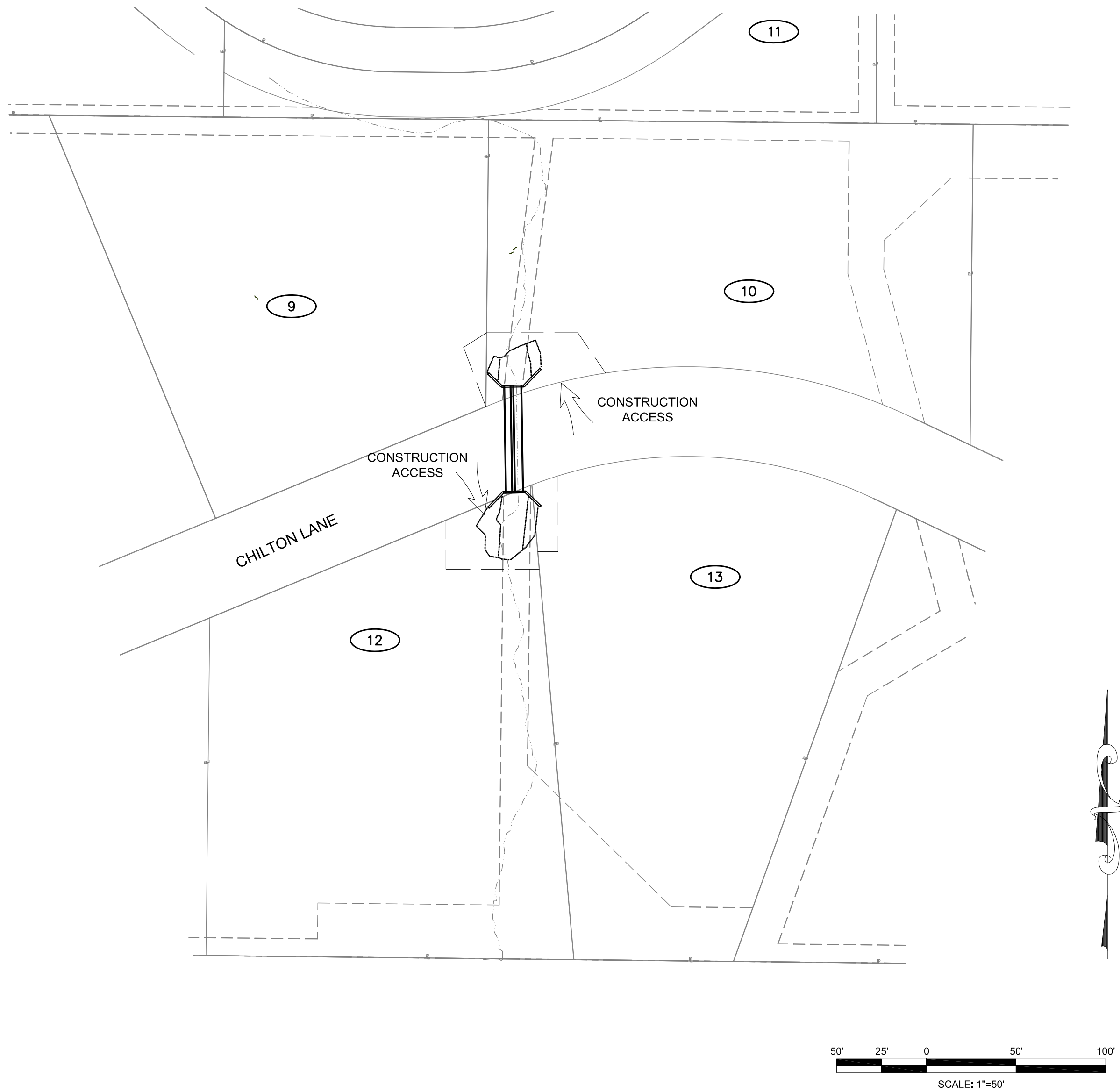
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Project No. 1207
Designed: TPD
Drawn: AMO
Checked: TPD
Approved: MEM
Sheet Title:

NOTES AND
LEGEND

Sheet Number:



9	Gerald A. & Jaculin B. Wankum	3 Chilton Lane	18N620194
10	Peter I. Barg & Abigail Kelman Barg	4 Chilton Lane	18N620215
11	Peter I. Barg & Abigail Kelman Barg	6 Alden Lane	18N640015
12	Marc Wallis & Gina Michael Wallis	13 Chilton Lane	18N620138
13	Gupta Family Limited Partnership	12 Chilton Lane	18N620149



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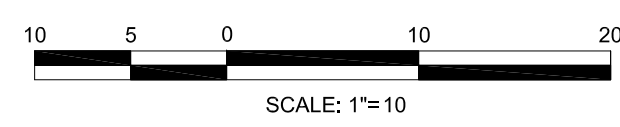
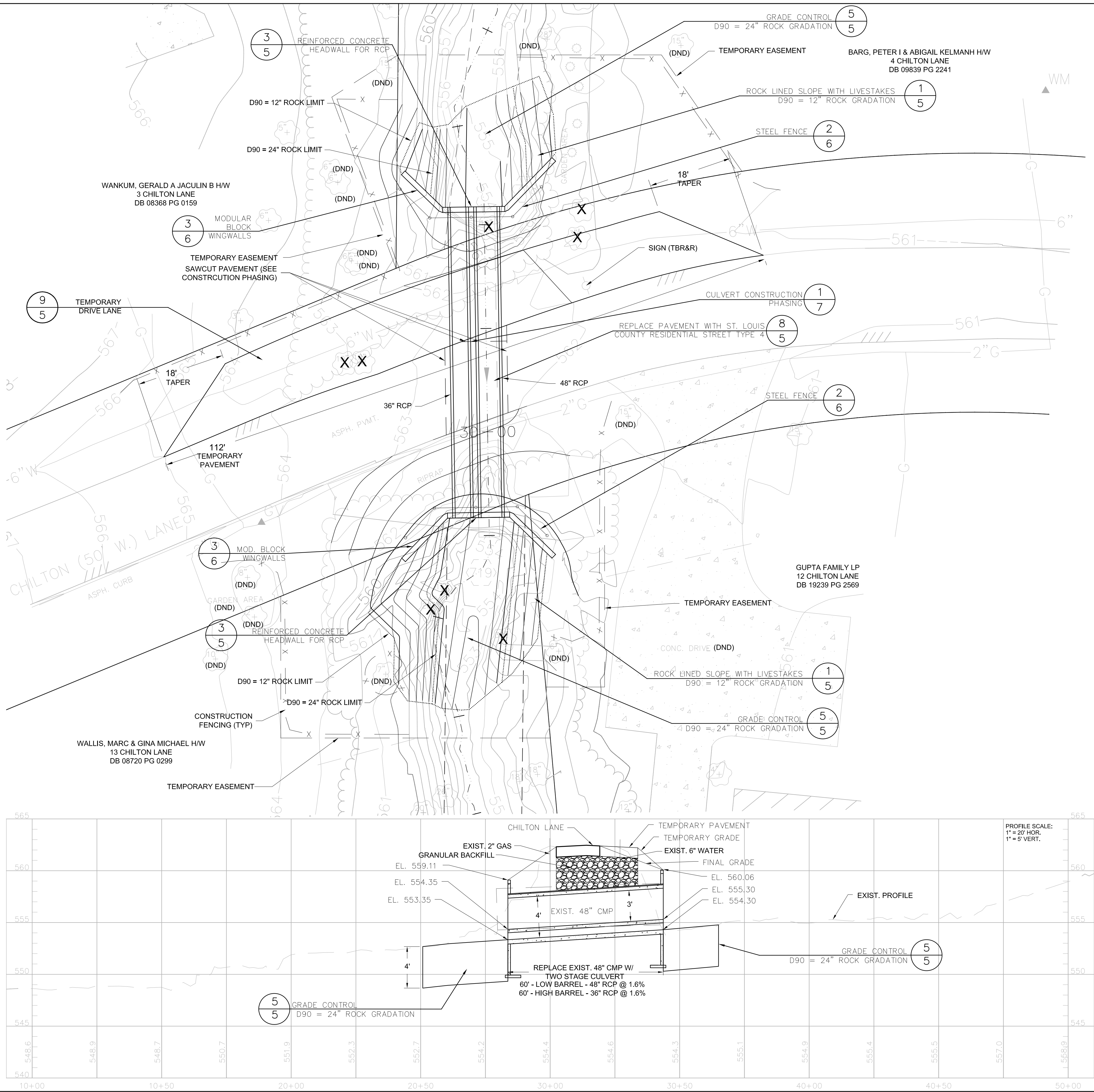
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Sheet Title:
OVERALL PLAN

Sheet Number:
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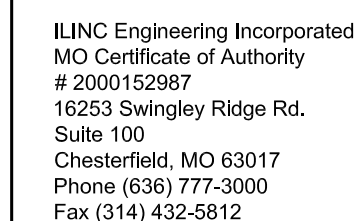
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PLAN AND PROFILE

Sheet Number:



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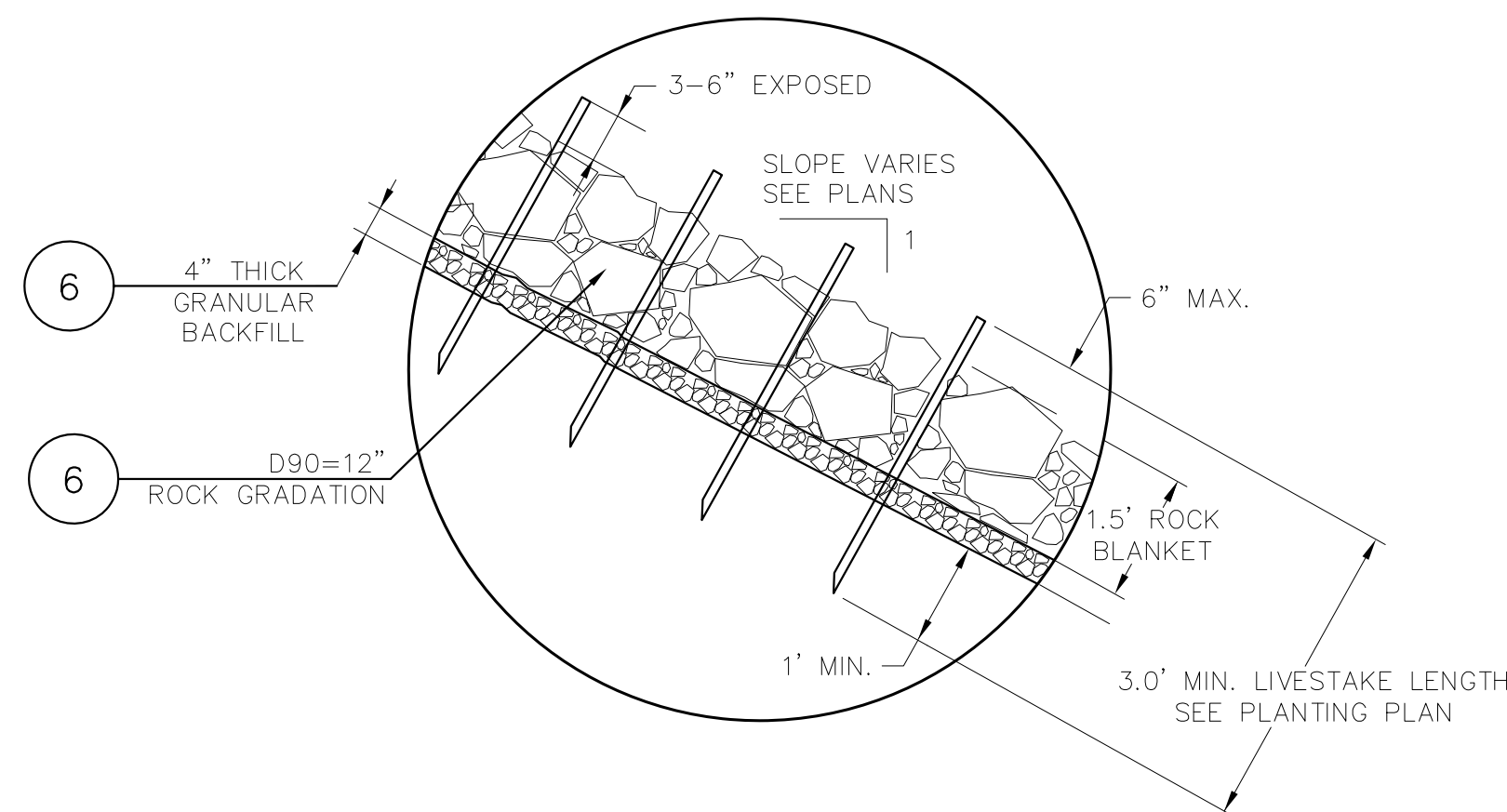
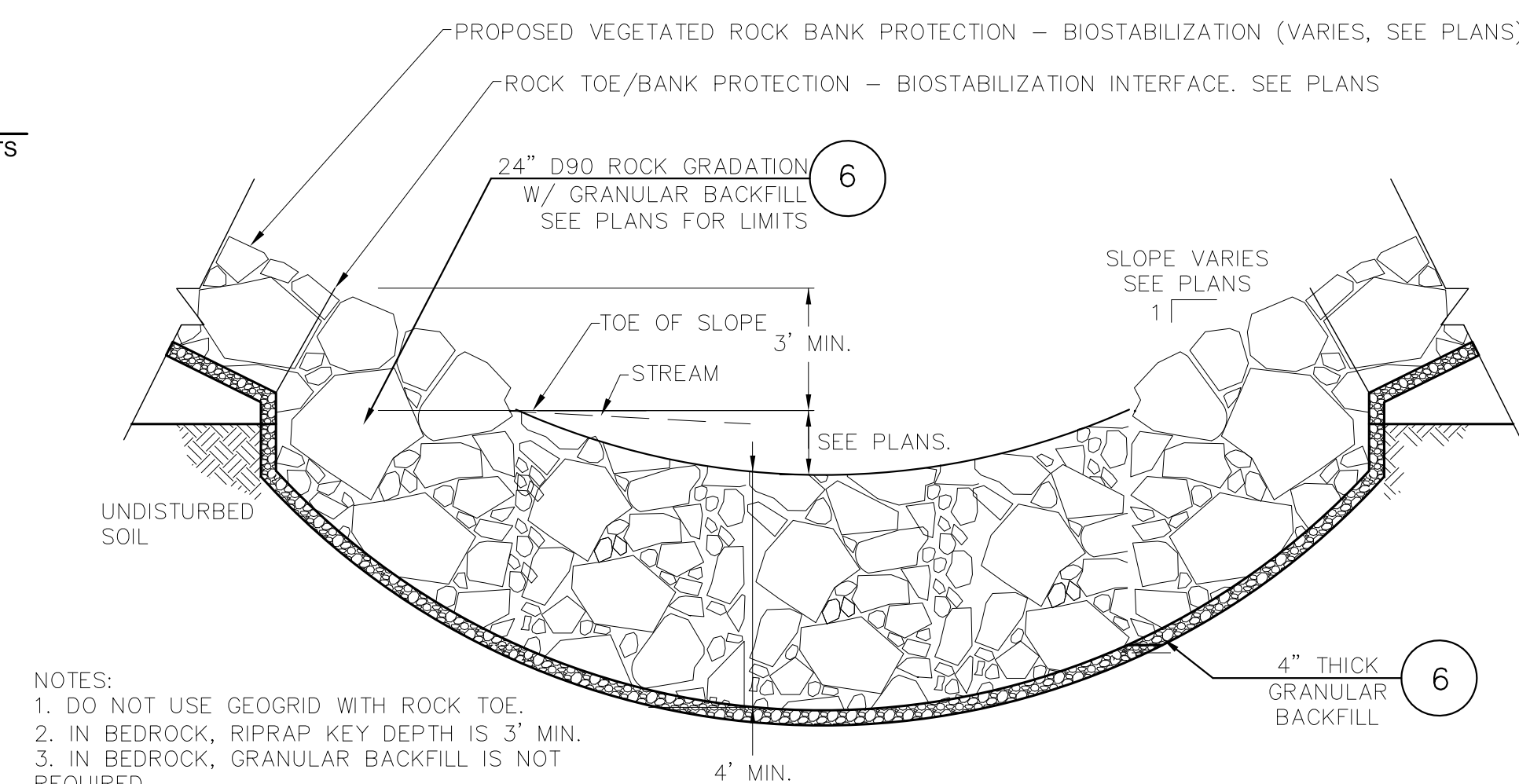
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Project No. 1207
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DETAILS

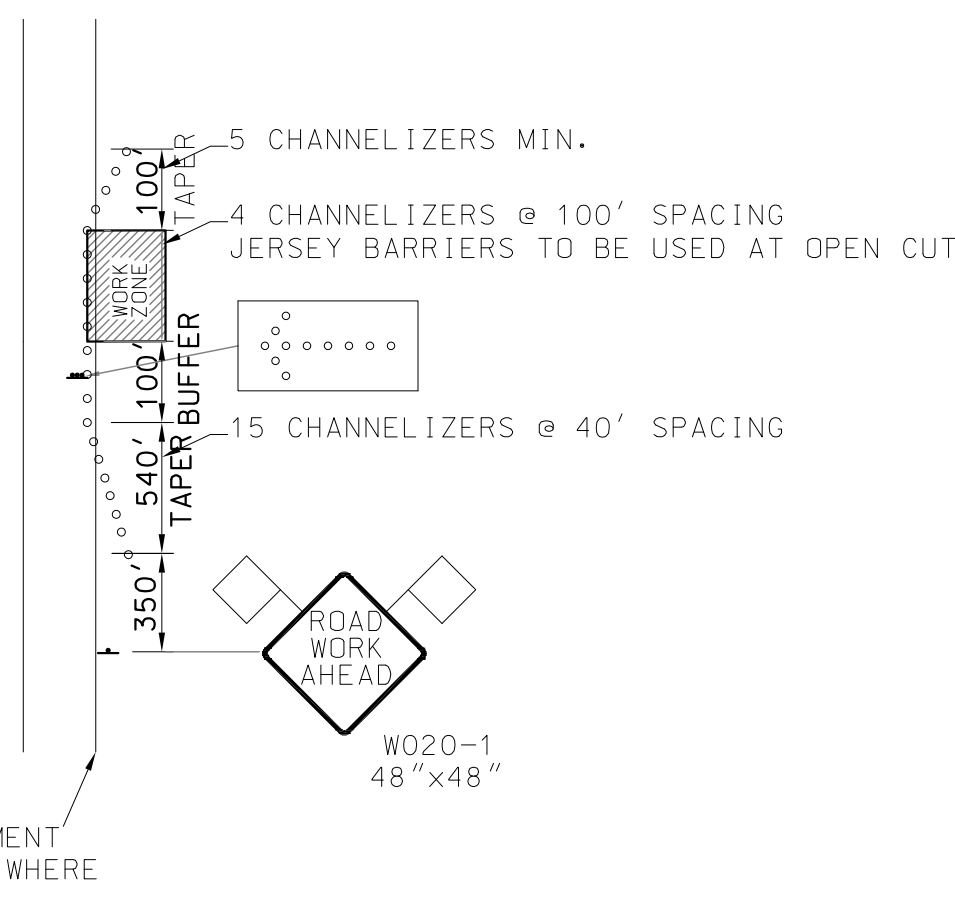
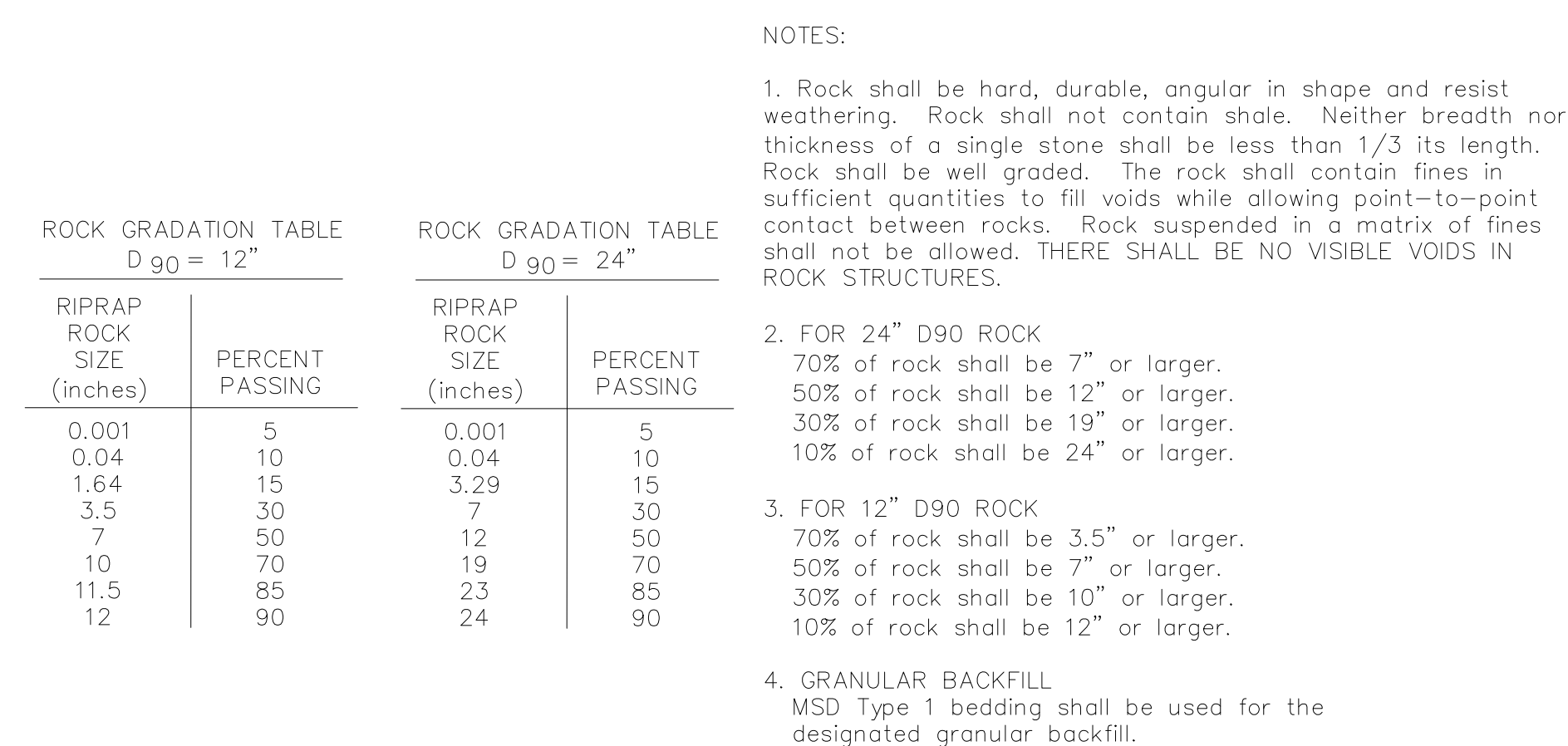
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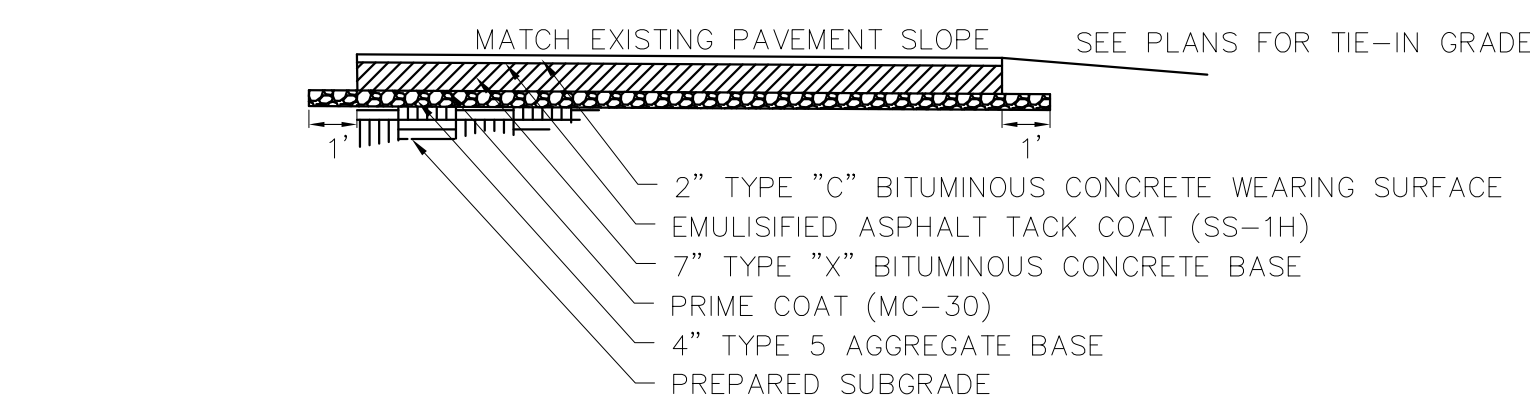
 LIVESTAKE DETAIL

- NOTES:
1. DO NOT USE GEOGRID WITH ROCK TOE.
 2. IN BEDROCK, RIPRAP KEY DEPTH IS 3' MIN.
 3. IN BEDROCK, GRANULAR BACKFILL IS NOT REQUIRED.
 4. FILTER FABRIC IS NOT AN ACCEPTABLE SUBSTITUTE FOR GRANULAR BACKFILL.
 5. WHERE ROCK TOE ADJOINS GRADE CONTROL CHANNEL, THE GRANULAR BACKFILL LAYER IS NOT REQUIRED ON THE ADJOINING SIDE.

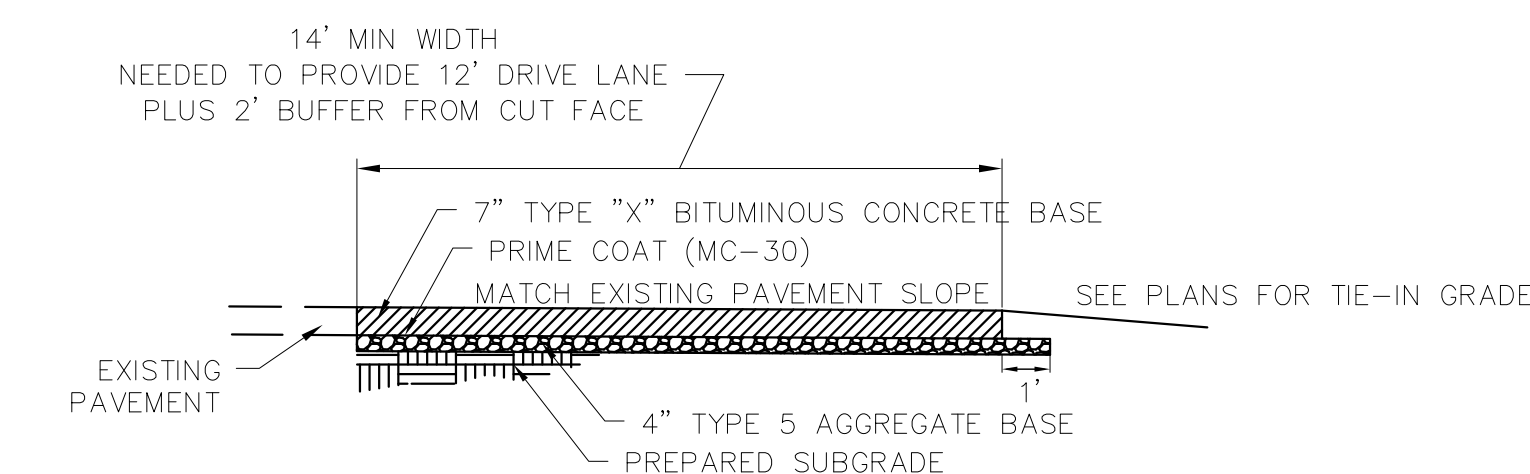
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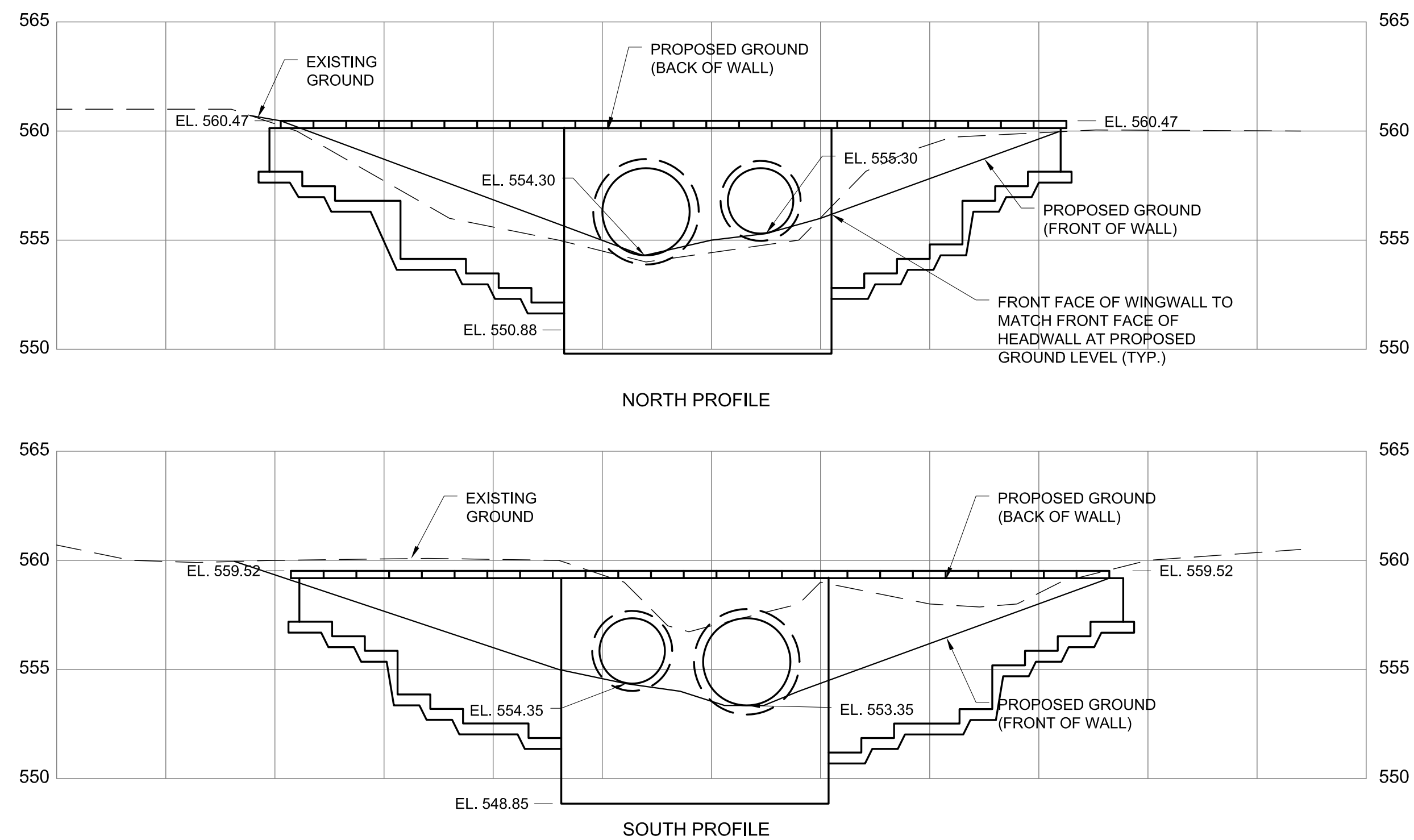
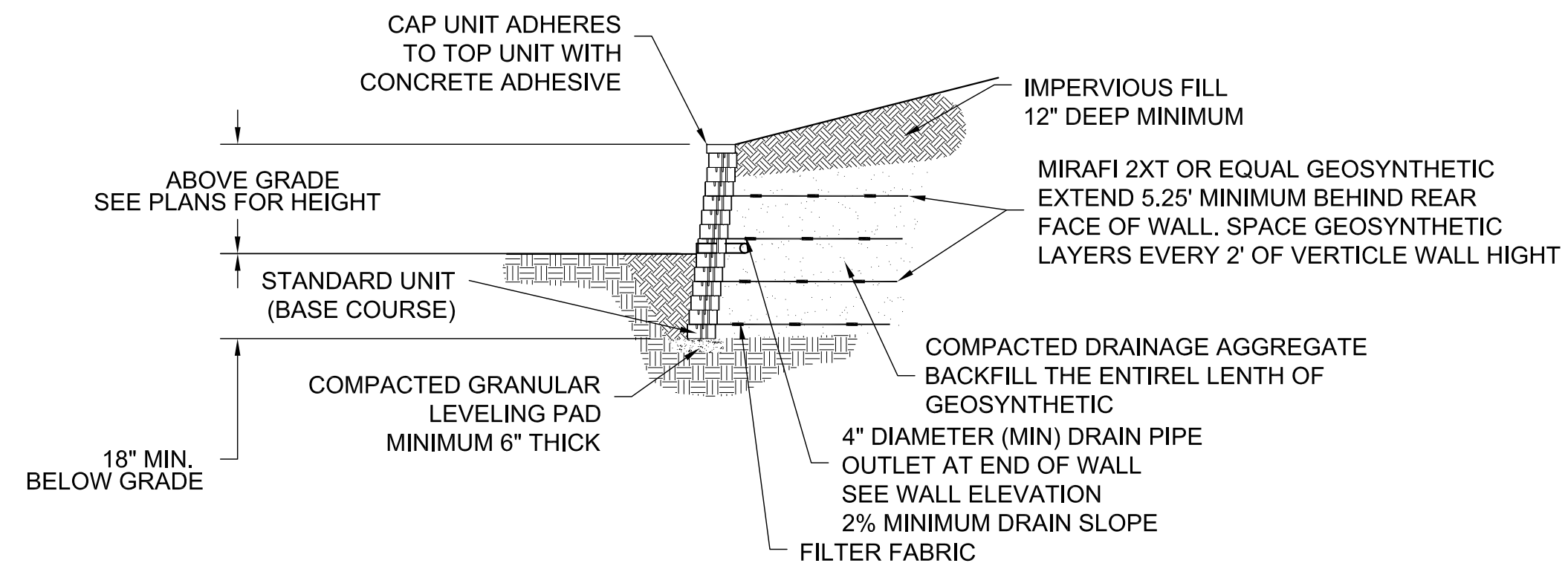
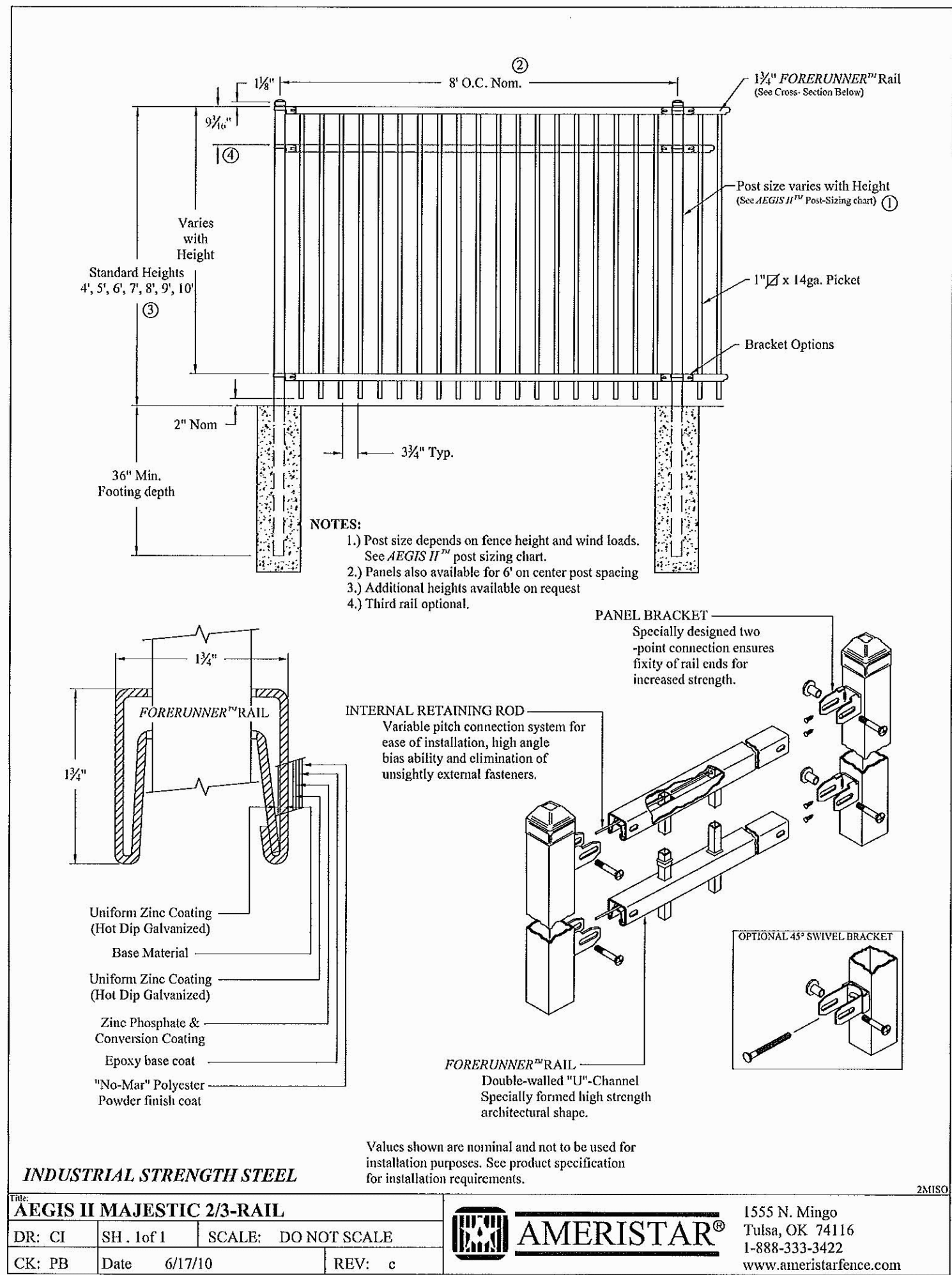
TRAFFIC CONTROL



8 TYPICAL PAVEMENT SECTION



TEMPORARY TYPICAL PAVEMENT SECTION



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 2000150043

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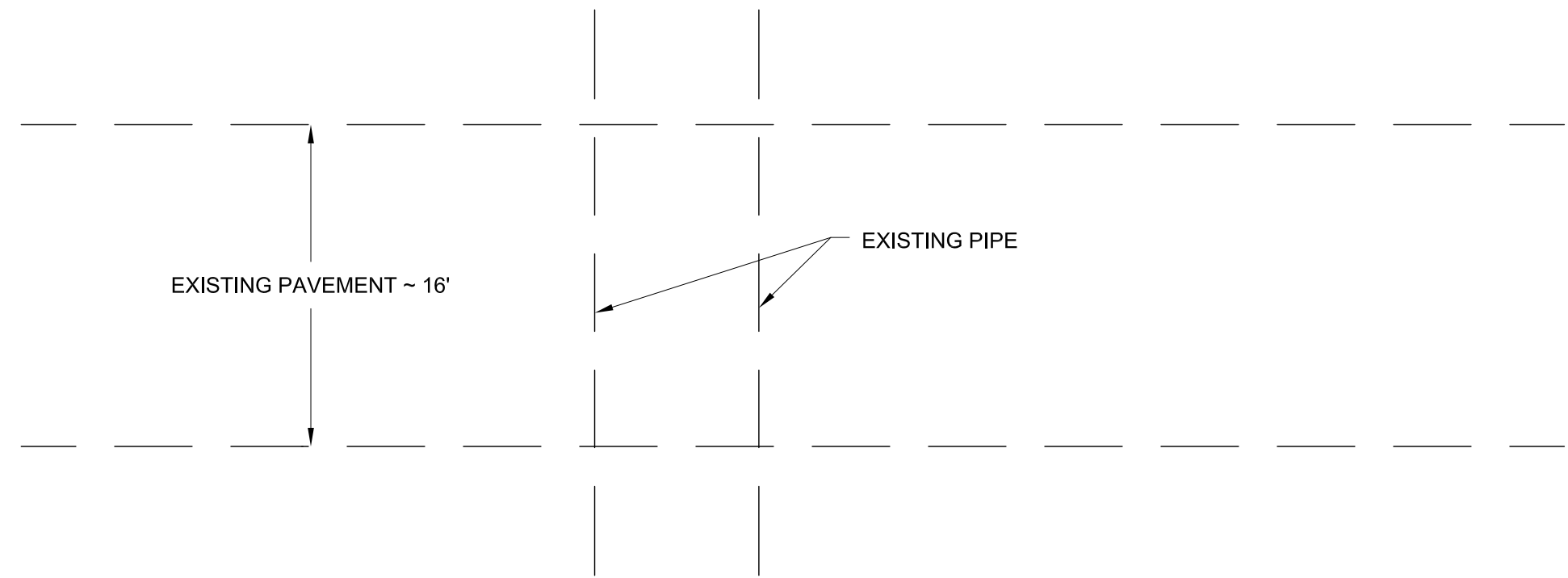
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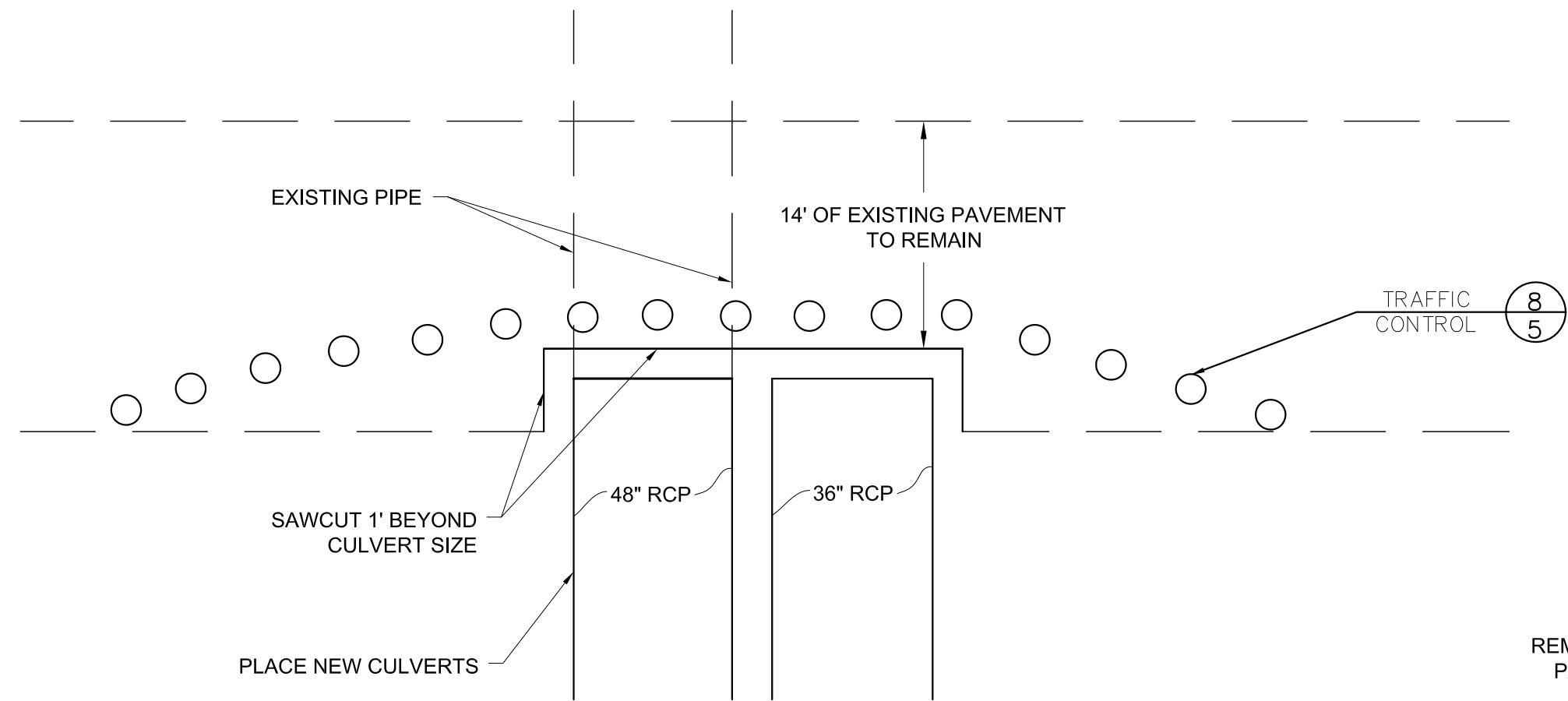
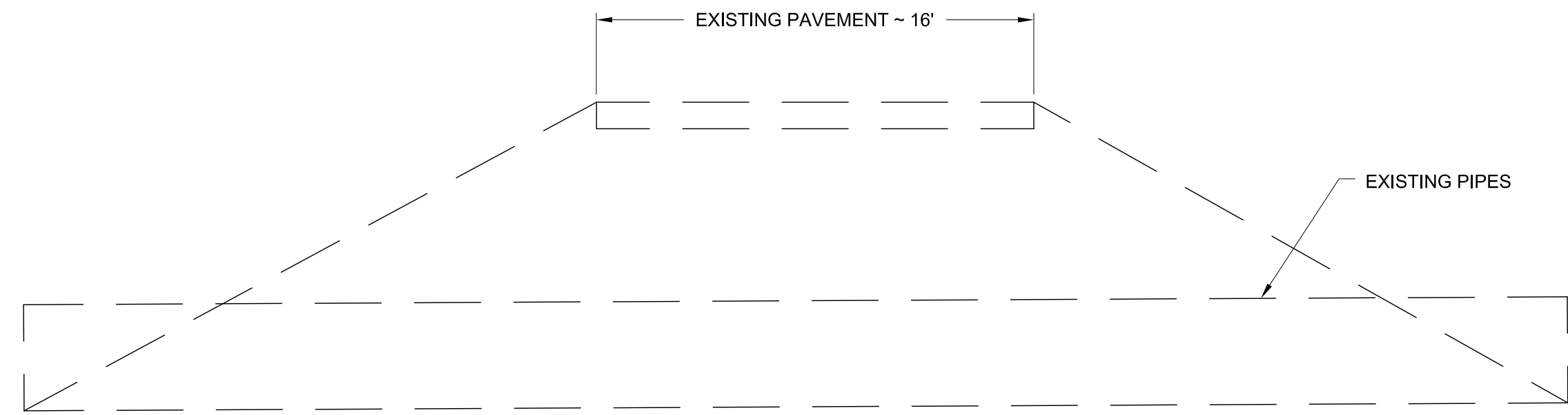
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10/16/2012

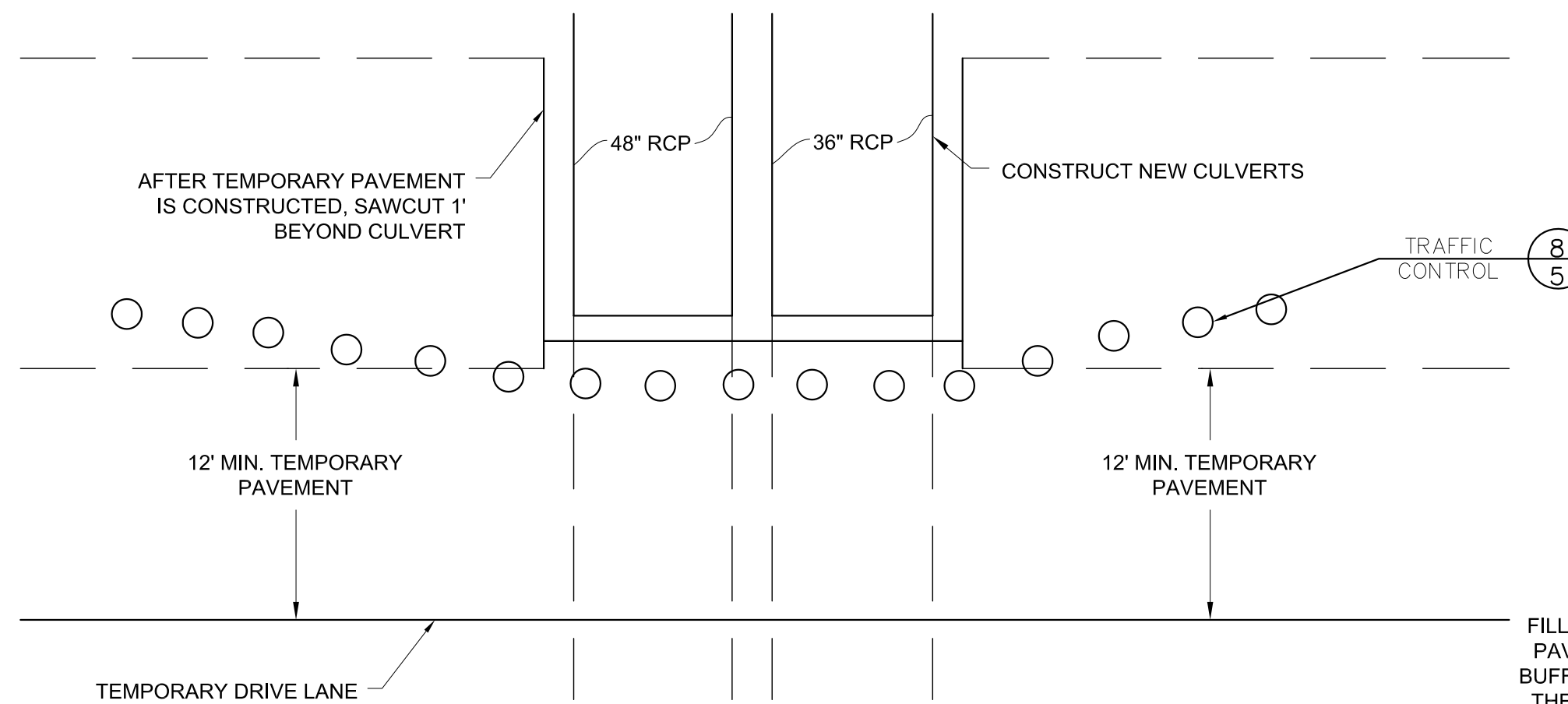
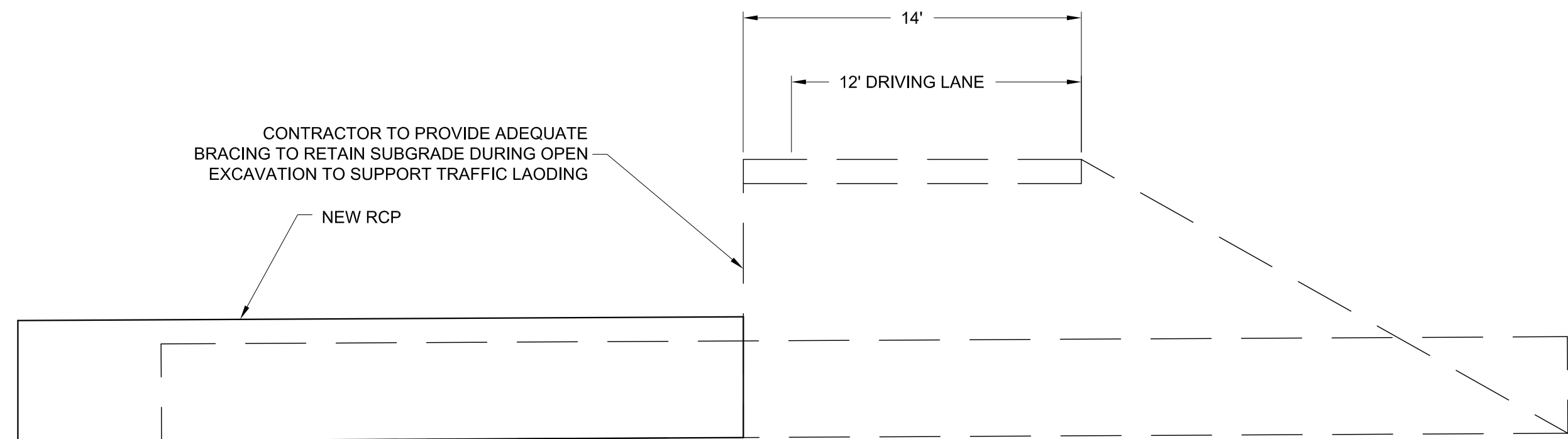
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Plotted on: 10/16/12 @ 11:31:04AM by Amy



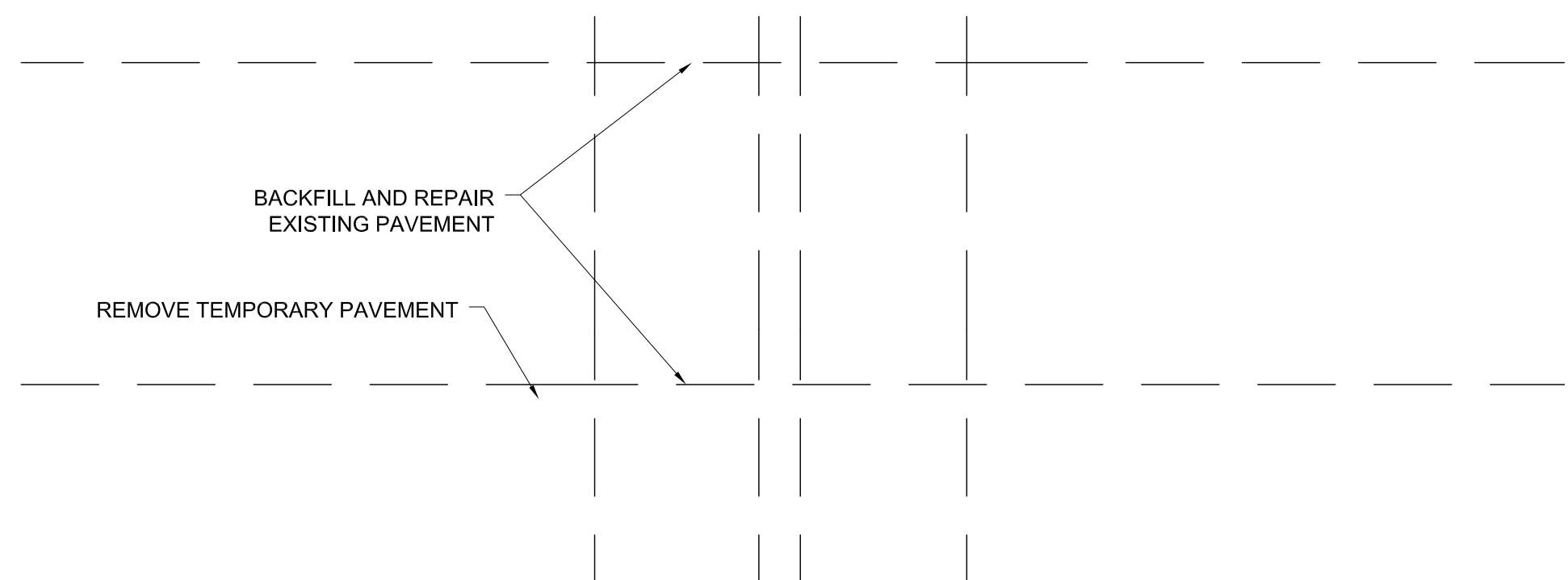
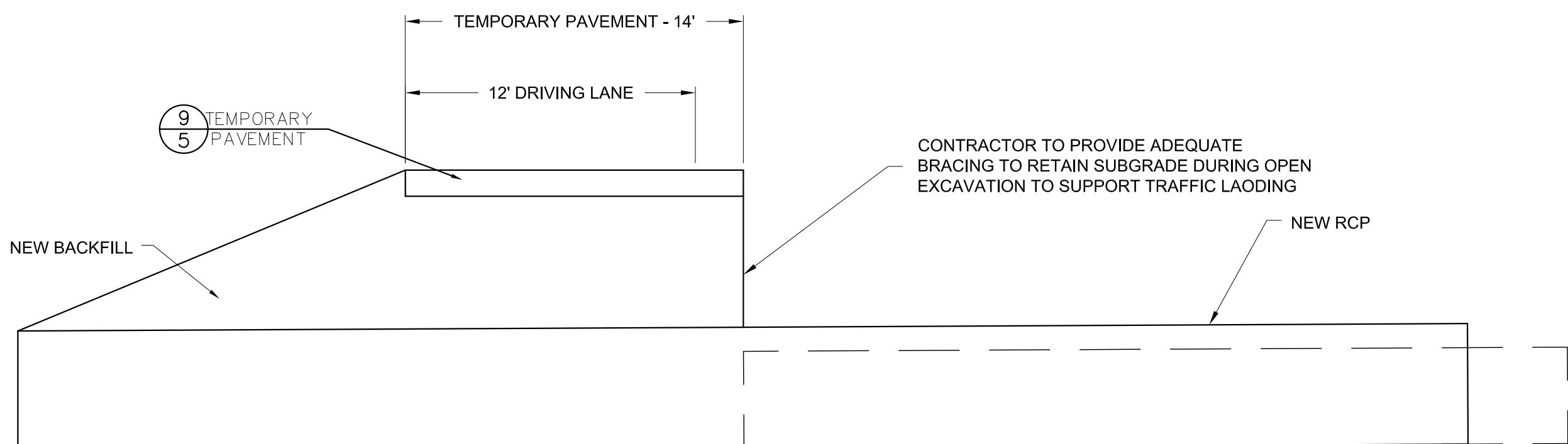
EXISTING CONDITION



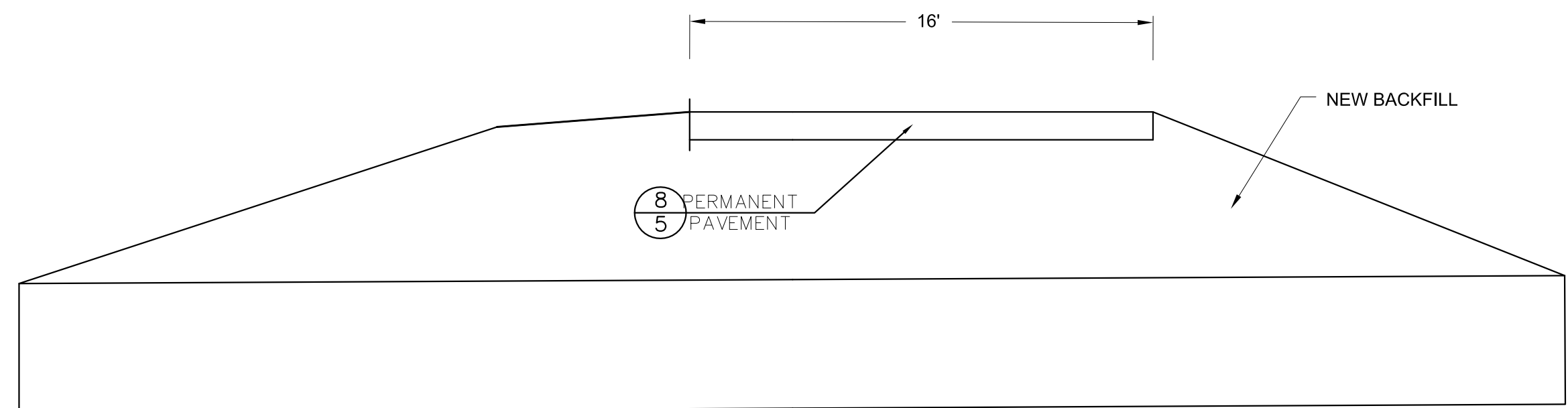
PHASE 1:
REMOVE AND EXCAVATE ALL BUT 14' OF EXISTING PAVEMENT. REMOVE AND REPLACE EXISTING CULVERT WITH NEW CULVERTS.



PHASE 2:
FILL OVER NEW CULVERTS AND PLACE TEMPORARY PAVEMENT TO PROVIDE 12' DRIVE LANE PLUS 2' OF BUFFER PAVEMENT WIDTH FROM CUT FACE. REMOVE THE EXISTING PAVEMENT, BACKFILL, AND EXISTING CULVERT. REPLACE WITH NEW CULVERTS.



PHASE 3:
BACKFILL OVER NEW CULVERTS AND REPLACE PAVEMENT. REMOVE TEMPORARY PAVEMENT AND GRADE TO FINISH GRADES.



1 CULVERT CONSTRUCTION PHASING

NTS



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2000150043

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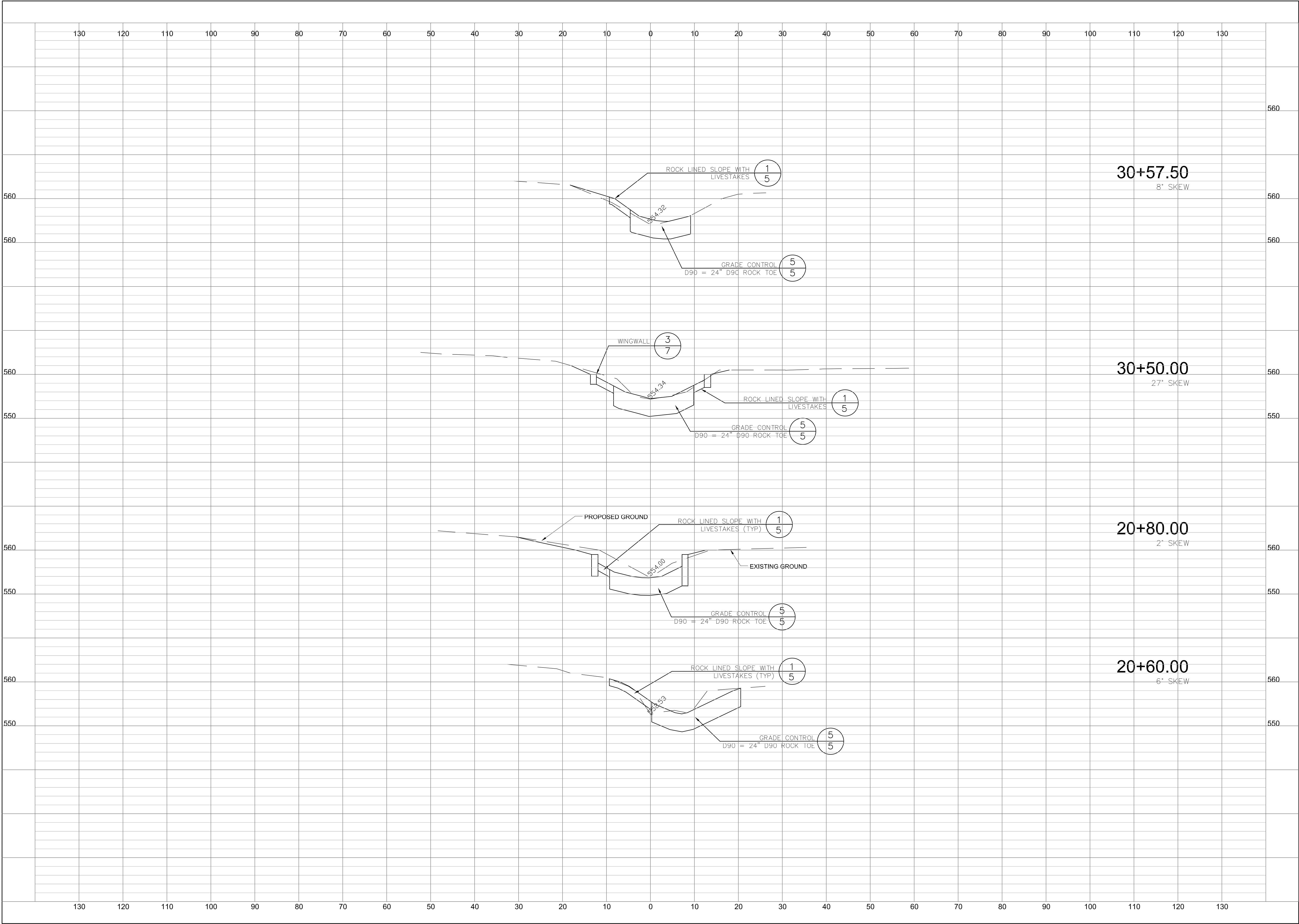
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DETAILS

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CROSS SECTIONS

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Middlebrook Culvert Rehabilitation

CITY OF CREVE COEUR, MISSOURI

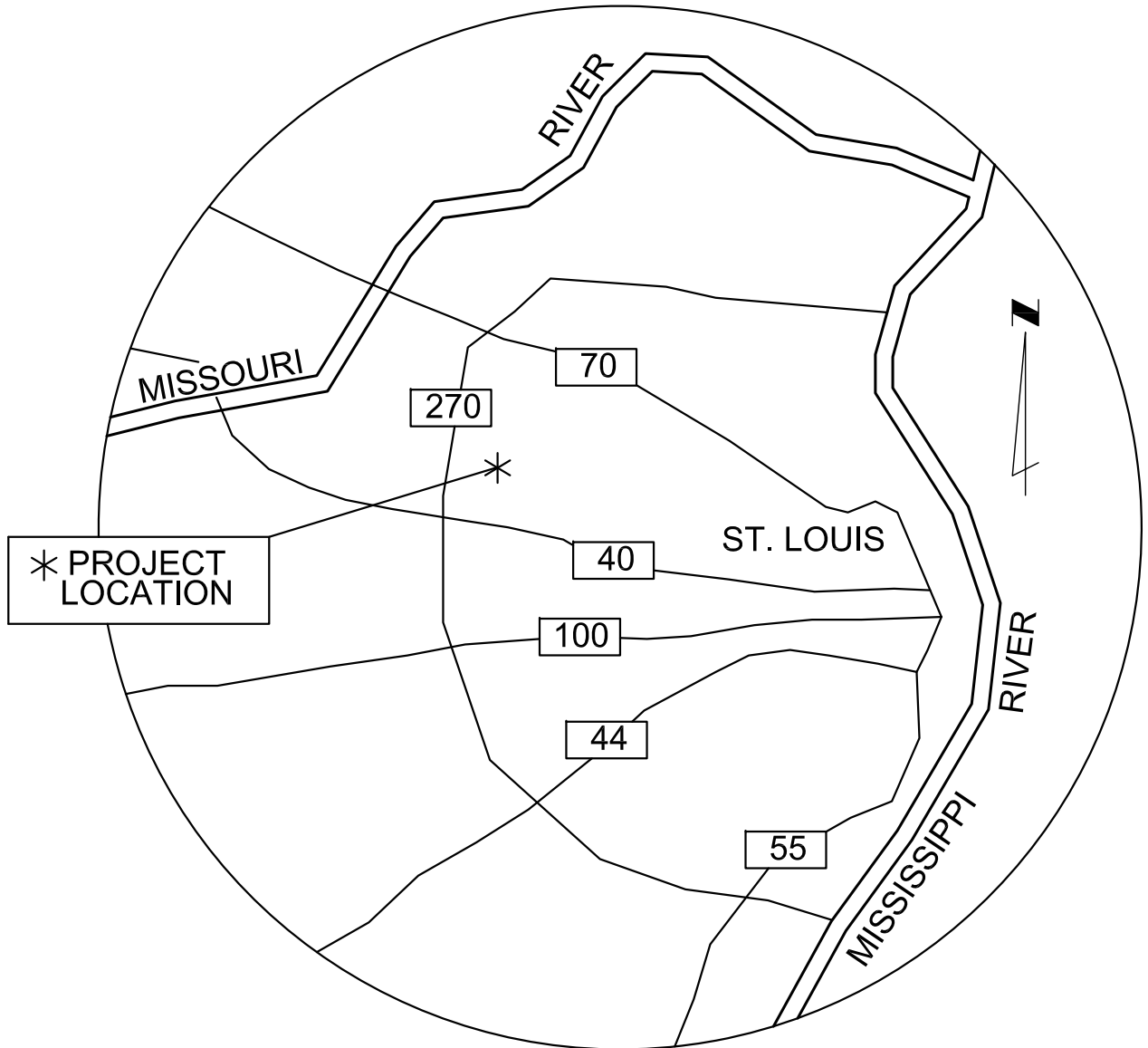
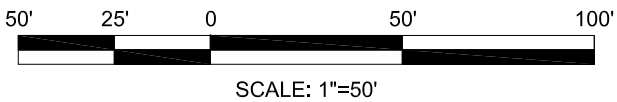


BENCHMARKS:

MSD BENCHMARK:
13-77 563.08 - "L" ON SOUTHWEST CORNER OF CAPSTONE FOR LOW WALL AT EXTREME EAST END OF STEPS AT SOUTH ENTRANCE, 30' DIRECTLY SOUTH OF CORNER STONE INSCRIBED (5721-1961) AT SOUTHEAST CORNER OF TEMPLE ISRAEL; NORTHEAST CORNER OF SPOEDE AND LADUE ROADS

PROJECT BENCHMARK 01:
"SQUARE" CUT IN THE NORTHWEST CORNER OF A CONCRETE DRIVEWAY APRON LOCATED AT #12 CHILTON LANE.
ELEV.=561.72

PROJECT BENCHMARK 02:
"SQUARE" CUT IN THE NORTHEAST CORNER OF THE SOUTH CONCRETE HEADWALL OF A CULVERT LOCATED AT ALDEN LANE.
ELEV.=561.95



LOCATION MAP

NOT TO SCALE

PROJECT TEAM

OWNER:



CITY OF CREVE COEUR

300 N. New Ballas Road
Creve Coeur, Missouri 63141
(314) 432-6000

CIVIL ENGINEER:



INTUITION & LOGIC

16253 Swingley Ridge Road-Suite 100
St. Louis, MO 63017
(636) 777-3000
License No. 2000152987

SURVEYOR:



SABUR, INC.

1751 Ashby Road
St. Louis, Missouri 63114
(314) 428-1414

SHEET INDEX:

- 1 COVER
- 2 NOTES AND LEGEND
- 3 OVERALL PLAN
- 4 PLAN AND PROFILE
- 5-7 DETAILS
- 8 PLANTING PLAN
- 9 CROSS SECTIONS

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Mark Edward Meyer, P.E.
E-2000150043

Expiration Date: Dec. 31, 2012

CONSTRUCTION & GRADING NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR HAVING A SET OF "APPROVED" ENGINEERING PLANS WITH THE LATEST REVISION DATE ON THE JOB SITE PRIOR TO THE START OF CONSTRUCTION.
2. ANY DEVIATION FROM THESE DESIGN PLANS MAY CAUSE THE WORK TO BE UNACCEPTABLE.
3. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED IN WRITING TO THE OWNER/ENGINEER IMMEDIATELY.
4. THE STREETS SURROUNDING THESE PROJECT SITES AND ANY STREET USED FOR CONSTRUCTION ACCESS THERETO SHALL BE KEPT FREE FROM MUD AND CONSTRUCTION DEBRIS AND SHALL BE CLEANED THROUGHOUT THE DAY.
5. ALL TRASH AND DEBRIS ON SITE, EITHER EXISTING OR FROM CONSTRUCTION, MUST BE REMOVED AND PROPERLY DISPOSED OF OFF SITE.
6. NO EXCAVATION SHALL BE MADE SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PROPERTY OR ANY PUBLIC OR PRIVATE STREET WITHOUT SUPPORTING AND PROTECTING SUCH PUBLIC OR PRIVATE STREET OR PROPERTY FROM SETTLING, CRACKING, OR OTHER DAMAGE.
7. ALL GRADES SHALL BE WITHIN 0.2 FEET, PLUS OR MINUS, OF THOSE SHOWN ON THE PLAN. GRADING TO BE REVIEWED AND APPROVED BY OWNERS REPRESENTATIVE.
8. CONTRACTOR IS RESPONSIBLE FOR MONITORING GRADING OPERATION AND ACCURACY OF FINAL ROUGH GRADES. CONTACT ENGINEER OF ANY DISCREPANCIES AFFECTING FINAL GRADING BALANCE.
9. SITE CONDITIONS MAY HAVE CHANGED SINCE THE SURVEY WAS PREPARED. CONTRACTOR SHALL VISIT SITE TO FAMILIARIZE THEMSELVES WITH THE CURRENT CONDITIONS.
10. ALL PROJECT COORDINATES AND ELEVATIONS ARE BASED ON PROJECT BENCHMARKS AS LISTED BELOW.
- PROJECT BENCHMARK 01:
"SQUARE" CUT NEAR THE NORTHWEST CORNER OF A CONCRETE DRIVEWAY APRON LOCATED AT #12 CHILTON LANE.
ELEV.=561.72
- PROJECT BENCHMARK 02:
"SQUARE" CUT IN THE NORTHEAST CORNER OF THE SOUTH CONCRETE HEADWALL OF A CULVERT LOCATED AT ALDEN LANE.
ELEV.=561.95
11. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.
12. CONTRACTOR IS TO VERIFY ALL EXISTING STRUCTURES AND FACILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL AND STARTING WORK.

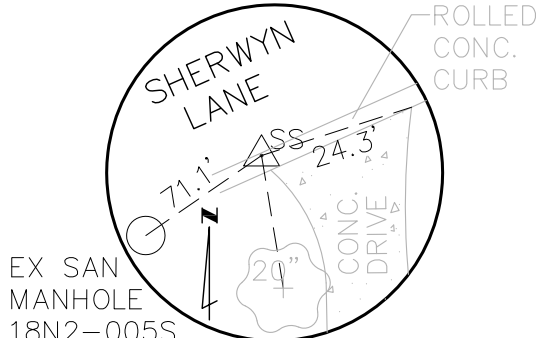


13. THE GENERAL CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO PROVIDE CABLE TV, PHONE, ELECTRIC, GAS AND IRRIGATION SERVICES. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING SITE LAYOUTS FOR THESE UTILITIES AND SHALL COORDINATE AND PROVIDE CONDUIT CROSSINGS AS REQUIRED. THIS COORDINATION SHALL BE CONSIDERED INCIDENTAL TO GENERAL CONTRACTOR WITH OWNER. ANY CONFLICTS IN UTILITIES SHALL BE CORRECTED BY THE GENERAL CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
14. BEFORE EXCAVATING OVER OR ADJACENT TO ANY EXISTING UTILITIES, CONTRACTOR SHALL NOTIFY THE OWNER OF SUCH UTILITIES TO ENSURE THAT PROTECTIVE WORK WILL BE COORDINATED AND PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER OF THE UTILITY INVOLVED. IF ANY EXISTING SERVICE LINES, UTILITIES AND UTILITY STRUCTURES WHICH ARE TO REMAIN IN SERVICE ARE UNCOVERED OR ENCOUNTERED DURING THIS OPERATION, THEY SHALL BE SAFEGUARDED, PROTECTED FROM DAMAGE AND SUPPORTED IF NECESSARY.
15. CONTRACTOR SHALL COORDINATE WITH PROPERTY OWNERS REGARDING PRIVATE UTILITIES ON THE PREMESIS, INCLUDING BUT NOT LIMITED TO IRRIGATION SYSTEM AND LIGHTING FACILITIES.
16. CONTRACTOR SHALL NOT REMOVE ANY TREE OR FENCE, UNLESS MARKED FOR REMOVAL ON THE PLANS WITHOUT PRIOR APPROVAL.
17. ALL APPLICABLE PROVISIONS OF THE CURRENT OCCUPATIONAL SAFETY AND HEALTH ACT ARE HEREIN INCORPORATED BY REFERENCE.
18. THE CONTRACTOR, BY USING THESE PLANS FOR THEIR WORK, AGREE TO HOLD HARMLESS ILINC ENGINEERING, INC. THE CITY OF CREVE COEUR, MISSOURI, THEIR EMPLOYEES AND AGENTS AND THE OWNER WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, AND THE COST OF DEFENSE ARISING OUT OF CONTRACTOR(S) PERFORMANCE OF THE WORK DESCRIBED HEREIN, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF THE OWNER, HIS AGENTS, THE ENGINEER, HIS EMPLOYEES AND AGENTS.

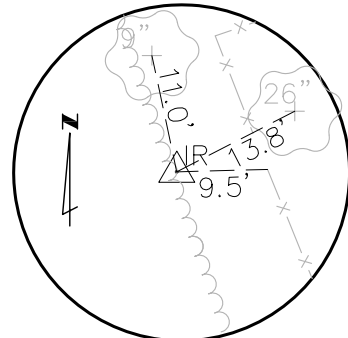
19. ALL "CLEARING AND GRUBBING" SHALL INCLUDE CLEARING OF TREES, STUMPS, BRUSH, FENCES, POSTS, MAILBOXES AND OTHER EXISTING SURFACE FEATURES AS NECESSARY BY THE CONTRACTOR TO PERFORM THE WORK SHOWN ON THE PLANS.
20. THE CONTRACTOR SHALL PROVIDE FOR THE SAFE AND ORDERLY PASSAGE OF TRAFFIC AND PEDESTRIANS WHERE HIS/HER OPERATIONS ABUT PUBLIC THOROUGHFARES AND ADJACENT PROPERTY IN ACCORDANCE WITH LOCAL ORDINANCE AND ST LOUIS COUNTY REQUIREMENTS.
21. AREAS OUTSIDE THE R.O.W. LINE OR CONSTRUCTION LIMIT LINE IMPACTED BY OPERATIONS OF THE CONTRACTOR SHALL BE RETURNED TO THE STATE IT WAS FOUND PRIOR TO NEW CONSTRUCTION, EXCEPT WHERE NEW WORK IS SHOWN.
22. STREET PAVING AND CURBS TO REMAIN SHALL BE PROTECTED FROM DAMAGE AND IF DAMAGED, SHALL BE REPLACED PROMPTLY IN CONFORMANCE WITH THE MUNICIPALITY OR ST LOUIS COUNTY STANDARD.
23. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
24. ALL EXISTING PAVEMENT OR CONCRETE TO BE REMOVED SHALL BE SAWCUT ALONG LIMITS OF PROPOSED REMOVAL BEFORE COMMENCEMENT OF PAVEMENT REMOVAL.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. CONTRACTOR SHALL MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS BEFORE CONSTRUCTION BEGINS AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE OWNER OF THE ROADWAY.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES AND WARNING DEVICES TO INFORM AND PROTECT THE PUBLIC DURING ALL PHASES OF CONSTRUCTION. BARRICADES AND WARNING SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH ST LOUIS COUNTY STANDARD SPECIFICATIONS. ALL TRAFFIC CONTROL WORK SHALL BE DONE IN ACCORDANCE WITH MUTCD AND CREVE COEUR.
27. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS/HER WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.
28. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS BEFORE CONSTRUCTION BEGINS.
29. STANDARD CONSTRUCTION: ALL STORM AND SANITARY SEWER STRUCTURES ARE TO CONFORM TO THE STANDARD DETAILS AND CONSTRUCTION SPECIFICATIONS SHOWN IN THE CURRENT METROPOLITAN ST. LOUIS SEWER DISTRICT, STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES, 2009.
30. PUBLIC SEWER MAINTENANCE: MAINTENANCE OF THE SEWERS DESIGNATED "PUBLIC" SHALL BE THE RESPONSIBILITY OF THE METROPOLITAN ST. LOUIS SEWER DISTRICT UPON DEDICATION OF THE SEWERS TO THE DISTRICT.
31. FUTURE DISTURBANCE NOTE FOR PROJECTS THAT DO NOT PROPOSE A BMP OR DETENTION:
STORMWATER MANAGEMENT NOTE:
LAND AREA DISTURBED = 0.30 ACRES
ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORM WATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME (INCLUDING TOTAL LAND DISTURBANCE AND/OR IMPERVIOUSNESS ADDED ON THIS PLAN P-XXXXXXX-XX)



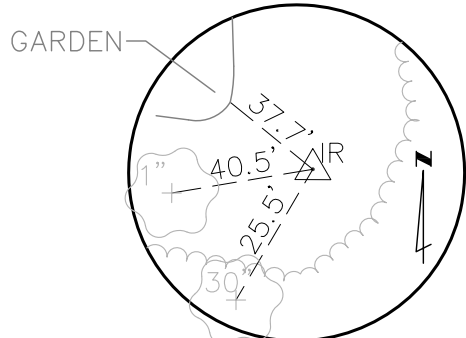
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E 845057.9634
ELEV 571.76
NOT TO SCALE



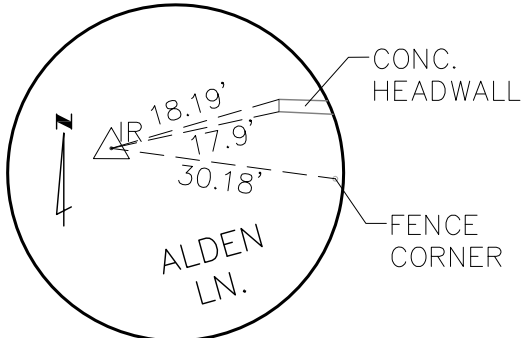
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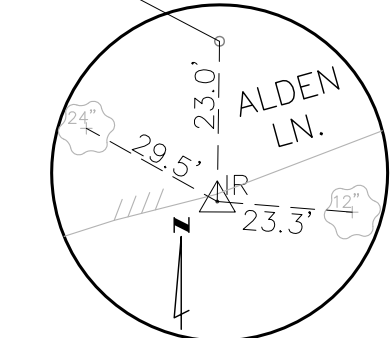
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REFERENCE TIE
CONTROL POINT #200
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ABBREVIATIONS

AI	AREA INLET
ATG	ADJUST TO GRADE
B.M.	BENCH MARK
CONC.	CONCRETE
CTV	CABLE TELEVISION
DND	DO NOT DISTURB
E	ELECTRIC
ELEV	ELEVATION
ESMT	EASEMENT
EXIST	EXISTING
FES	FLARED END SECTION
FH	FIRE HYDRANT
FL	FLOW LINE
FO	FIBER OPTIC
FT	FEET
G	GAS
GCI	GRATED CURB INLET
HGL	HYDRAULIC GRADE LINE
I.D.	INNER DIAMETER
IN	INCHES
IP	IRON PIN
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
PCB	PHONE CABLE BOX
PED	PEDESTAL
PPED	POWER PEDESTAL
PROP	PROPOSED
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
SAN	SANITARY
SMH	SANITARY MANHOLE
STA	STATION
T	TELEPHONE
TBR	TO BE REMOVED
TBR&R	TO BE REMOVED AND REPLACED
TBR&RBO	TO BE REMOVED AND REPLACED BY OTHERS
TBR&REL	TO BE REMOVED AND RELOCATED
TPED	TELEPHONE PEDESTAL
TVPED	TELEVISION PEDESTAL
TYP	TYPICAL
UIP	USE IN PLACE
W	WATER

LEGEND

R	-	RECORD
C	-	CALCULATED
1		SURVEY POINTS ESTABLISHED
100		SURVEY MONUMENTATION FOUND
xSS		CROSS FOUND
CM		CONCRETE MONUMENT FOUND
P		IRON PIPE FOUND
B		IRON BAR FOUND
RW		R.O.W. MONUMENT FOUND
ST		STONE FOUND
RR		RAILROAD SPIKE FOUND
LN		LARGE NAIL (TRAVERSE)
B		IRON BAR (TRAVERSE)
SS		CROSS (TRAVERSE)
PK		PK NAIL (TRAVERSE)
1		INDIVIDUAL OWNERSHIP PARCEL (IOP)
3		SUBDIVISION LOT NUMBER
x		FENCE
2"G		UNDERGROUND UTILITIES
		FLOWLINE OF CREEK OR DITCH

	GUARD RAIL
+	TREE
	BUSH
WV	UTILITY METER OR VALVE
SH	SPRINKLER HEAD
SV	SPRINKLER VALVE
PP	POWER POLE
PP	POWER POLE & GUY
-O-	STREET SIGN
+	FIRE HYDRANT
x	LIGHT STANDARD
MAIL BOX	MAIL BOX
HOUSE VENT	HOUSE VENT
TRAFFIC SIGNAL	TRAFFIC SIGNAL
UTILITY BOX	UTILITY BOX
LS	LOW SILL LOCATION



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2000150043

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Approved: MEM
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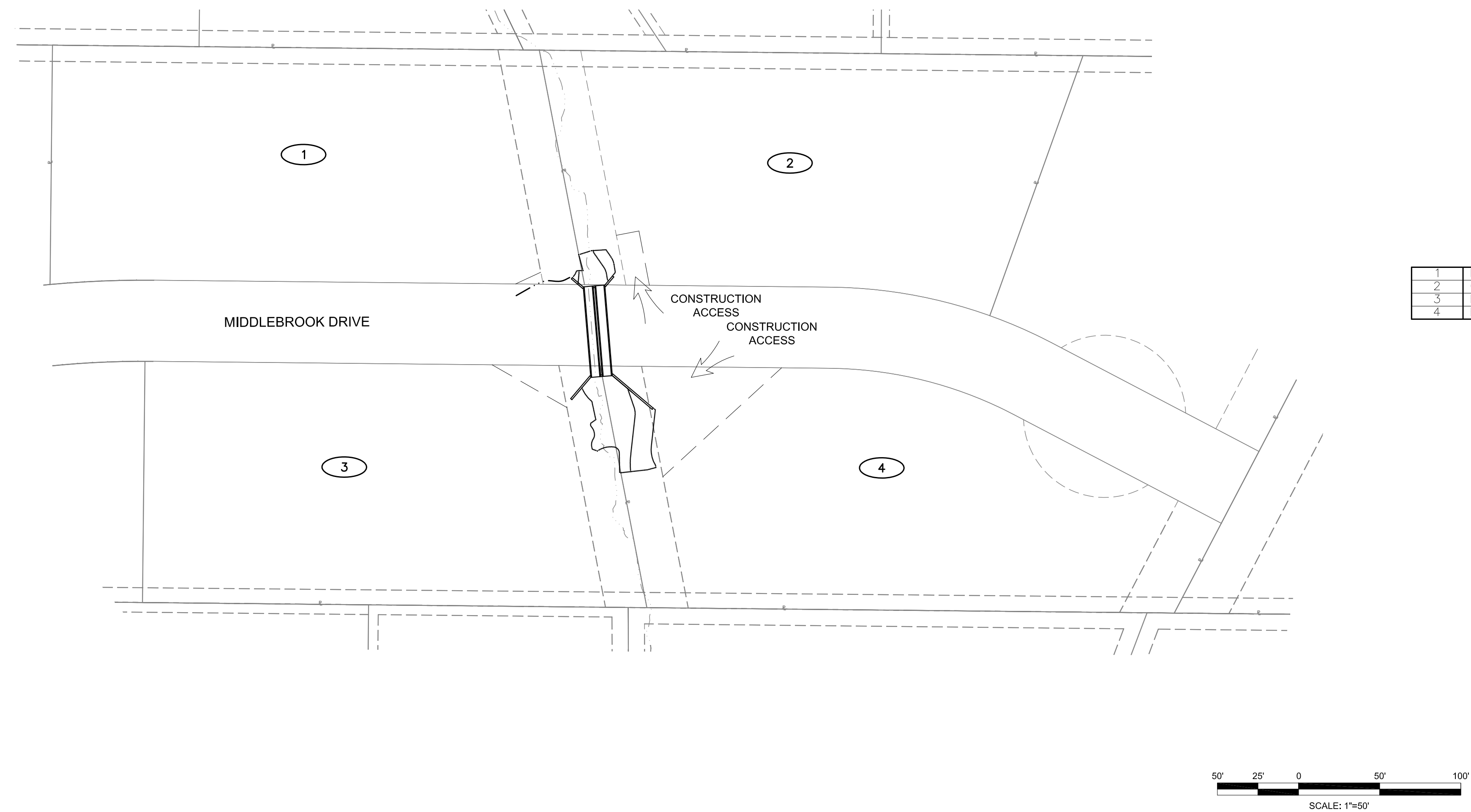
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10/12/2012

003_Middlebrook_Overall



1	Marc P. & Marcy H. Harstein, Trustees	3	Middlebrook Drive	18N640213
2	Gary & Kim Bussard	5	Middlebrook Drive	18M430444
3	Bernard L. & Linda L. Bearman Jr.	4	Middlebrook Drive	18N640433
4	Elizabeth Lane Sokolik	6	Middlebrook Drive	18M430501



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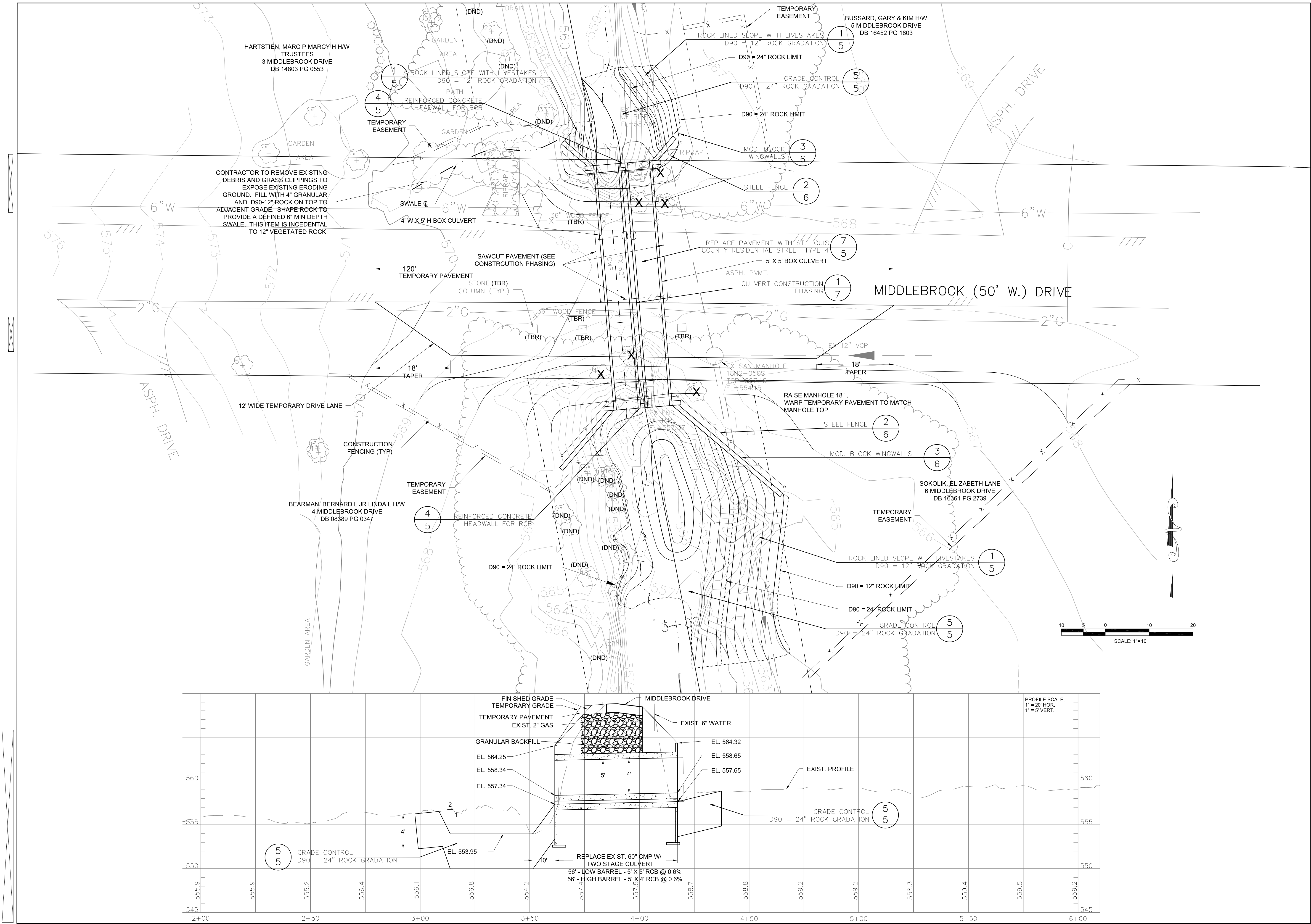
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OVERALL PLAN		
Sheet Number:		
3 OF 9		



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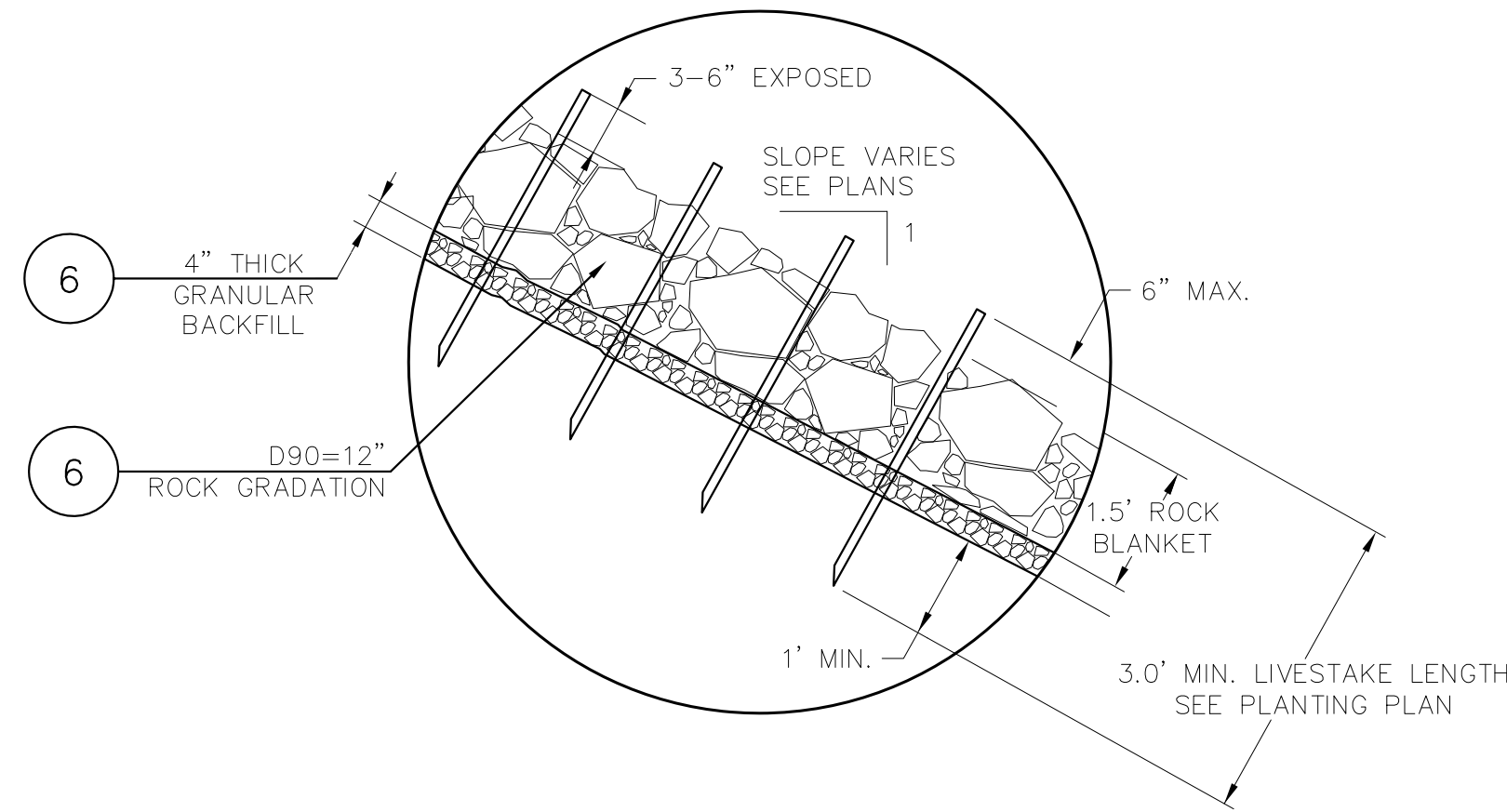
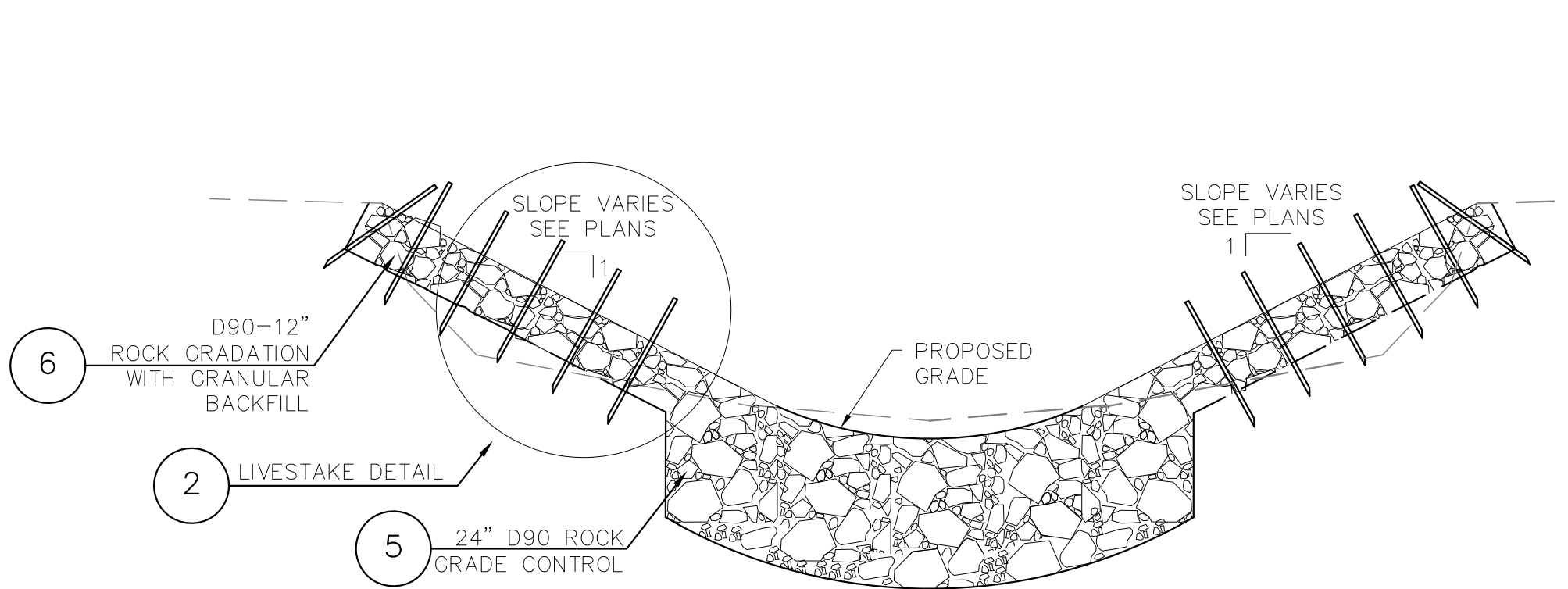
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PLAN AND PROFILE

Sheet Number:

4 OF 9



ROCK GRADATION TABLE D ₉₀ = 12"	
RIPRAP ROCK SIZE (inches)	PERCENT PASSING
0.001	5
0.04	10
1.64	15
3.5	30
7	50
10	70
11.5	85
12	90

ROCK GRADATION TABLE D ₉₀ = 24"	
RIPRAP ROCK SIZE (inches)	PERCENT PASSING
0.001	5
0.04	10
3.29	15
7	30
12	50
19	70
23	85
24	90

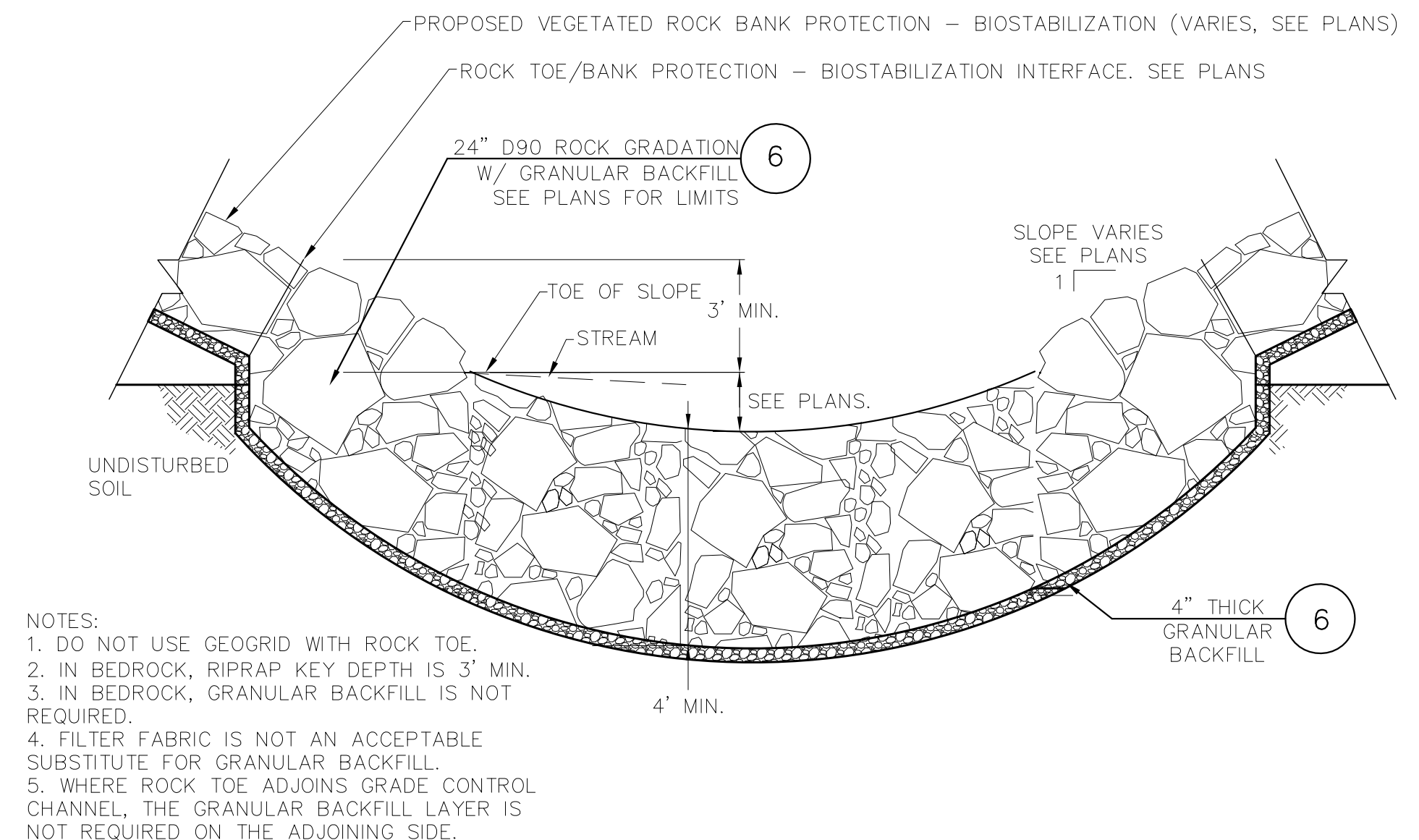
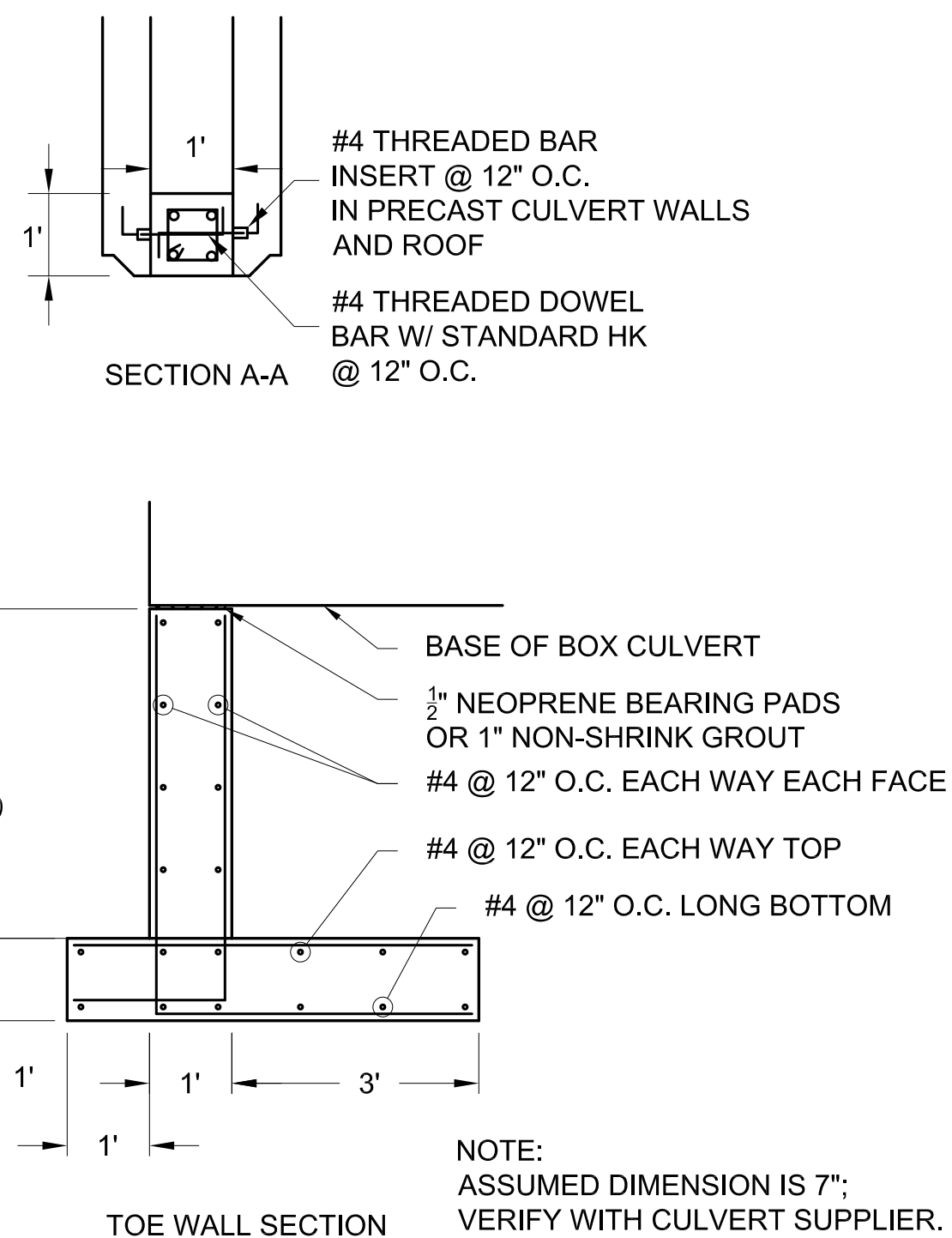
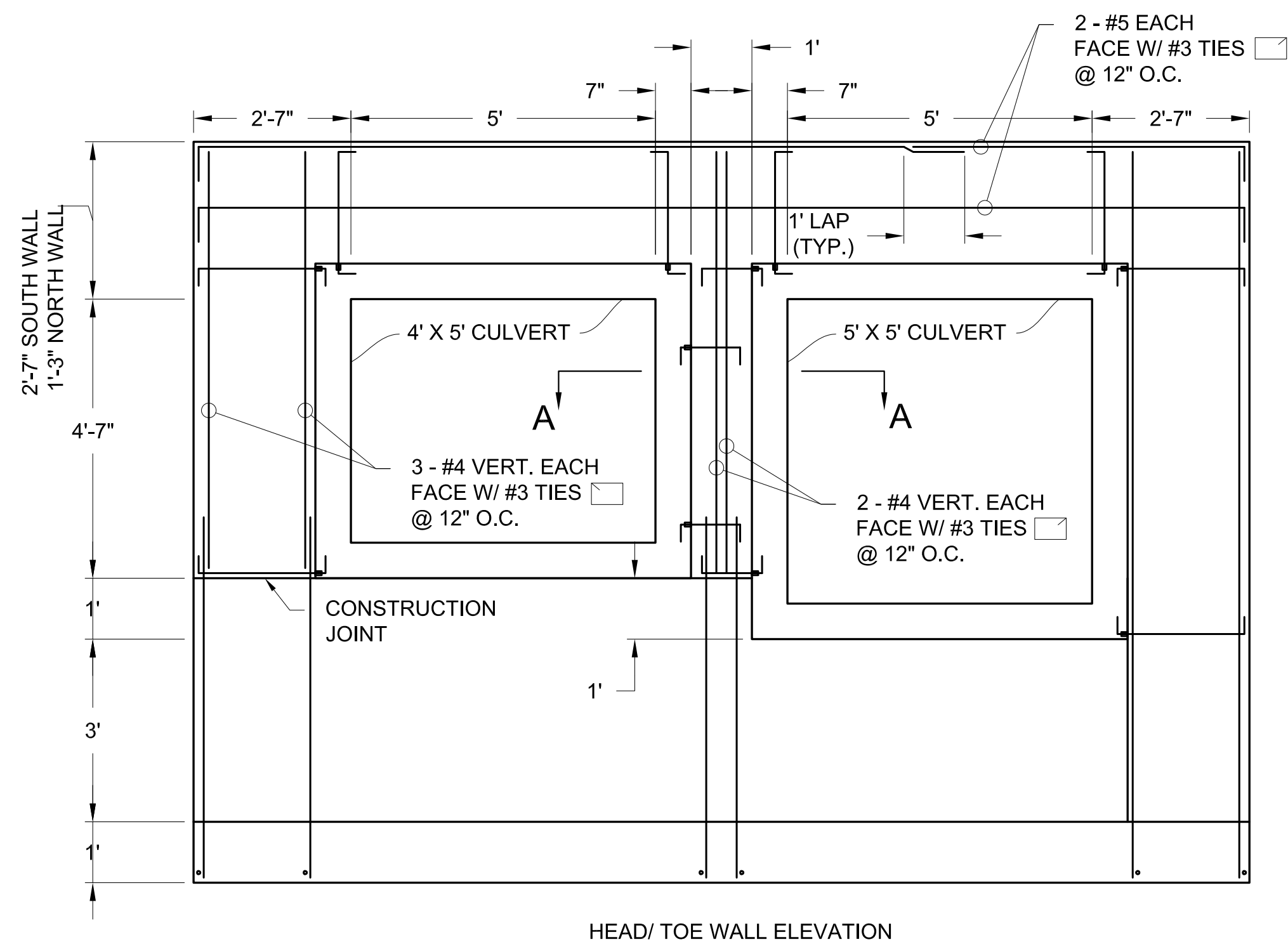
NOTES:

1. Rock shall be hard, durable, angular in shape and resist weathering. Rock shall not contain shale. Neither breadth nor thickness of a single stone shall be less than 1/3 its length. Rock shall be well graded. The rock shall contain fines in sufficient quantities to fill voids while allowing point-to-point contact between rocks. Rock suspended in a matrix of fines shall not be allowed. THERE SHALL BE NO VISIBLE VOIDS IN ROCK STRUCTURES.
2. FOR 24" D90 ROCK
70% of rock shall be 7" or larger.
50% of rock shall be 12" or larger.
30% of rock shall be 19" or larger.
10% of rock shall be 24" or larger.
3. FOR 12" D90 ROCK
70% of rock shall be 3.5" or larger.
50% of rock shall be 7" or larger.
30% of rock shall be 10" or larger.
10% of rock shall be 12" or larger.
4. GRANULAR BACKFILL
MSD Type 1 bedding shall be used for the designated granular backfill.

1 ROCK LINED SLOPE WITH LIVESTAKES
D90 = 12" ROCK GRADATION NTS

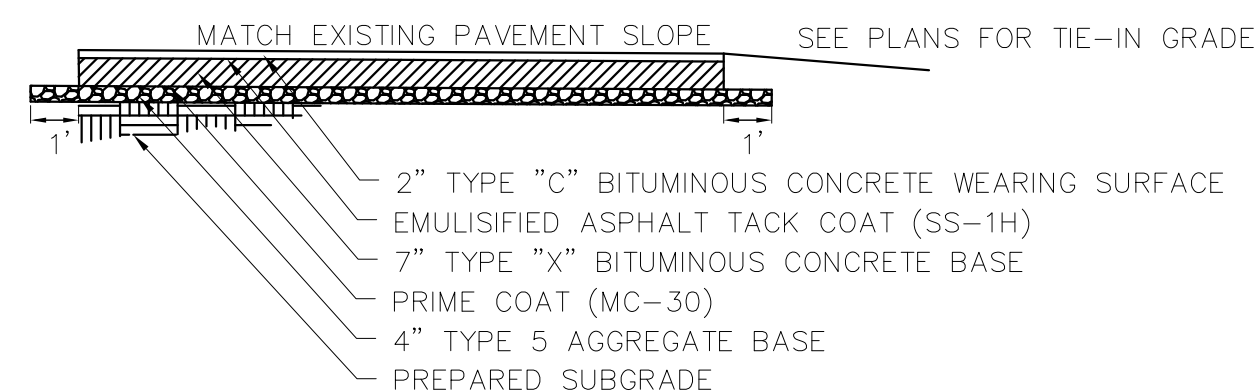
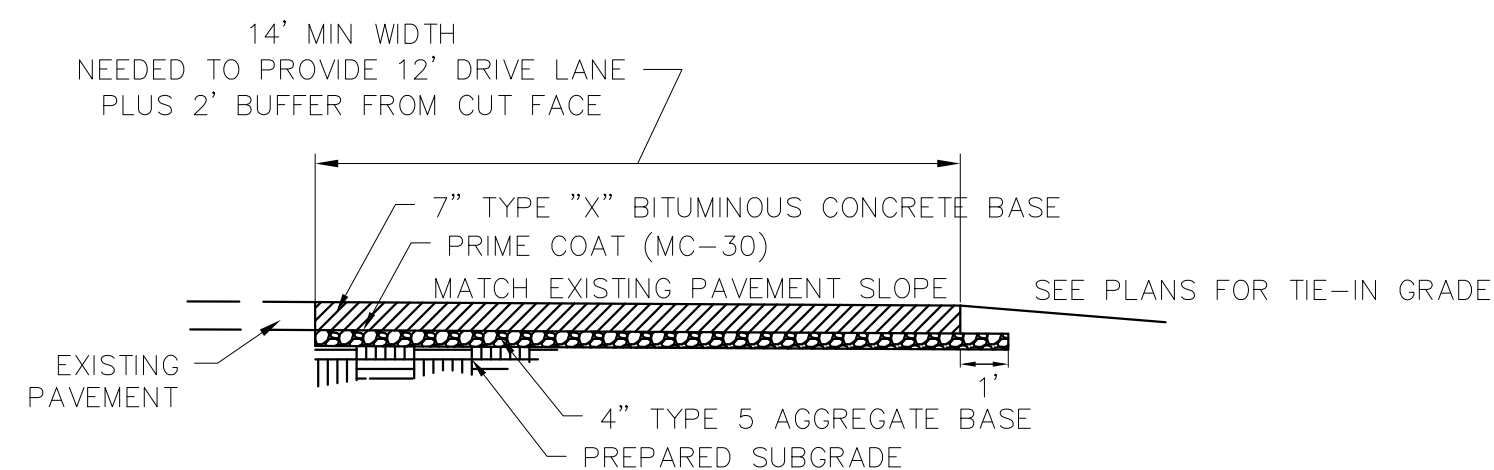
2 LIVESTAKE DETAIL NTS

3 ROCK GRADATIONS NTS



4 REINFORCED CONCRETE HEADWALL
FOR RCB NTS

5 ROCK GRADE CONTROL
D90 = 12" ROCK GRADATION NTS



6 TEMPORARY TYPICAL PAVEMENT SECTION NTS

7 TYPICAL PAVEMENT SECTION NTS

8 TRAFFIC CONTROL NTS



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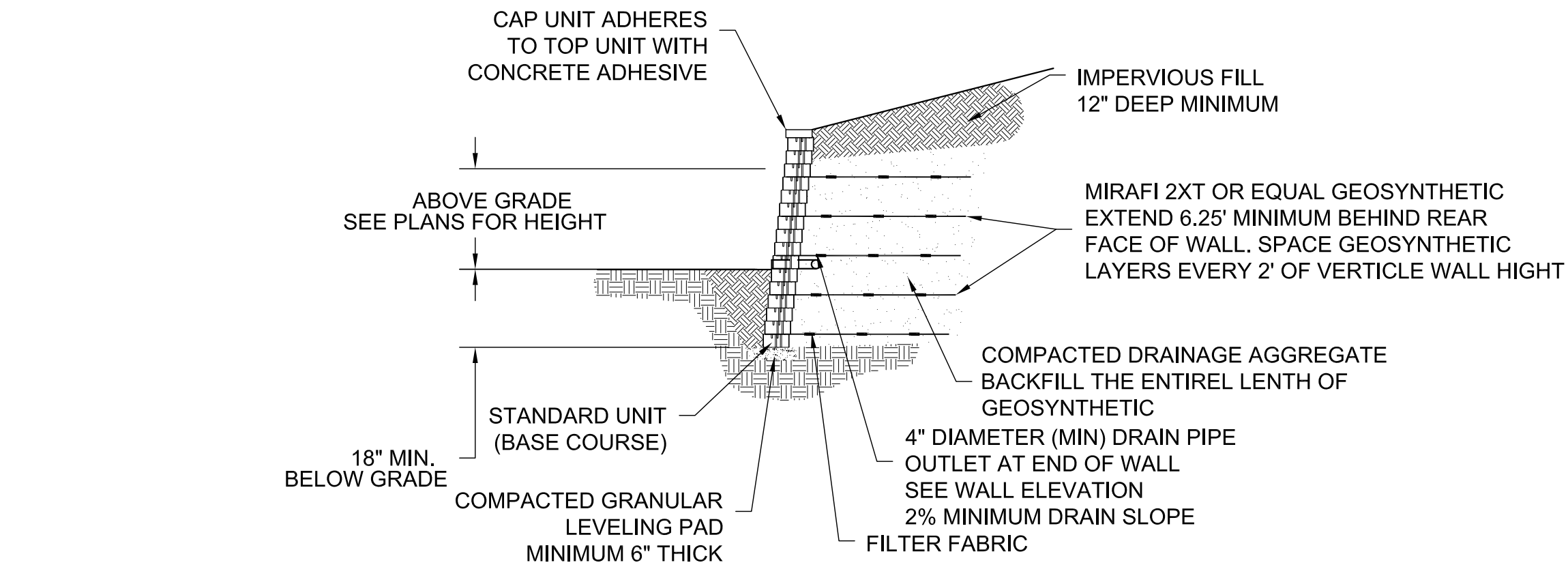
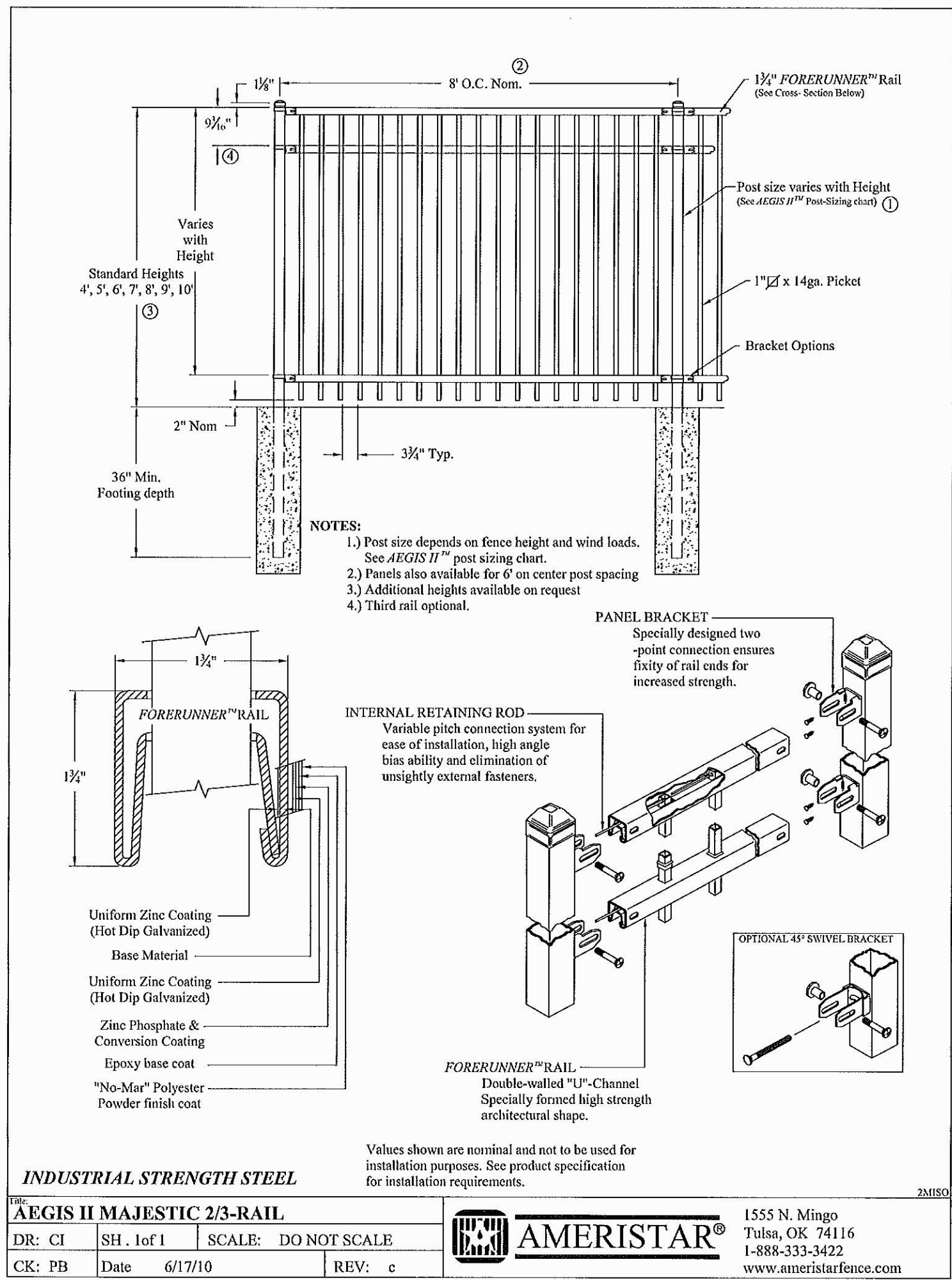
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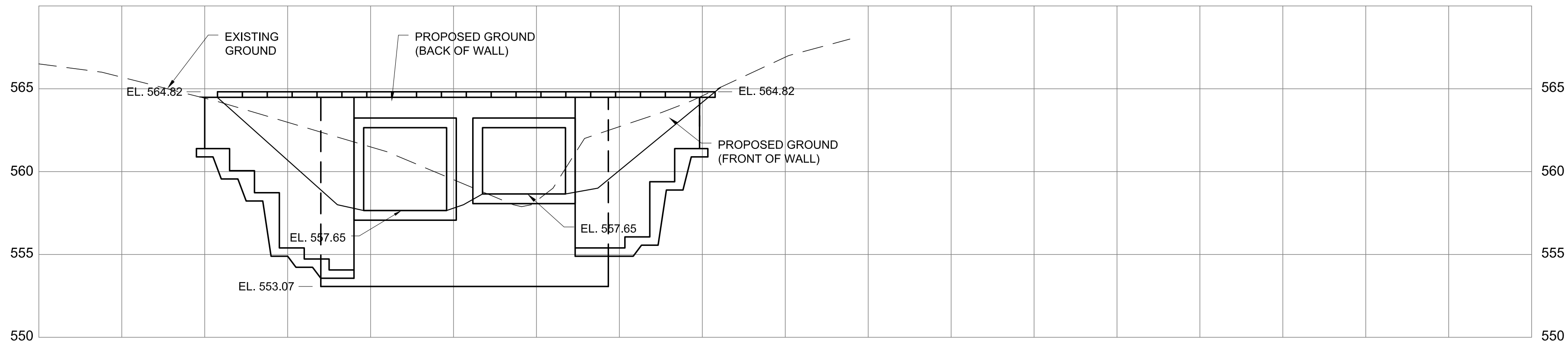
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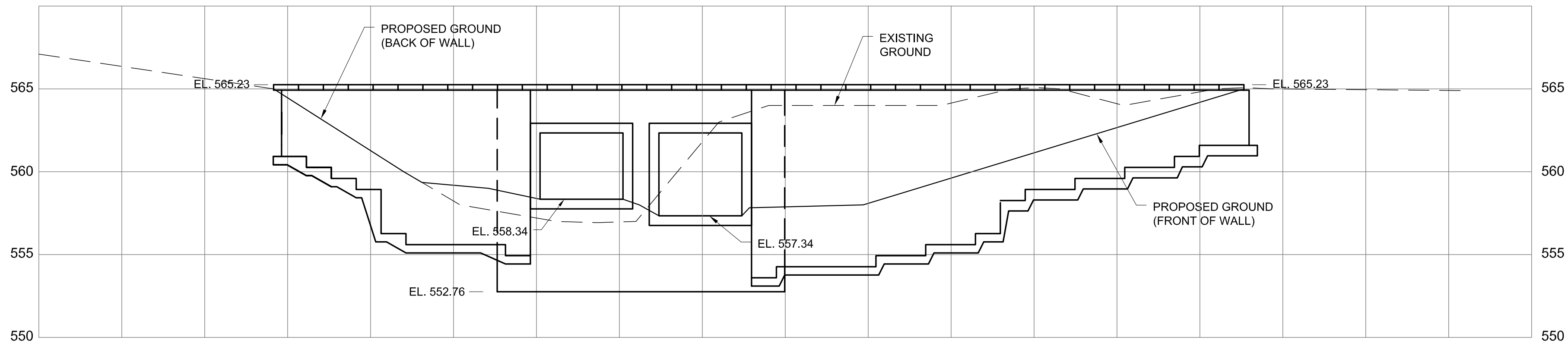
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SECTION



NORTH PROFILE



SOUTH PROFILE



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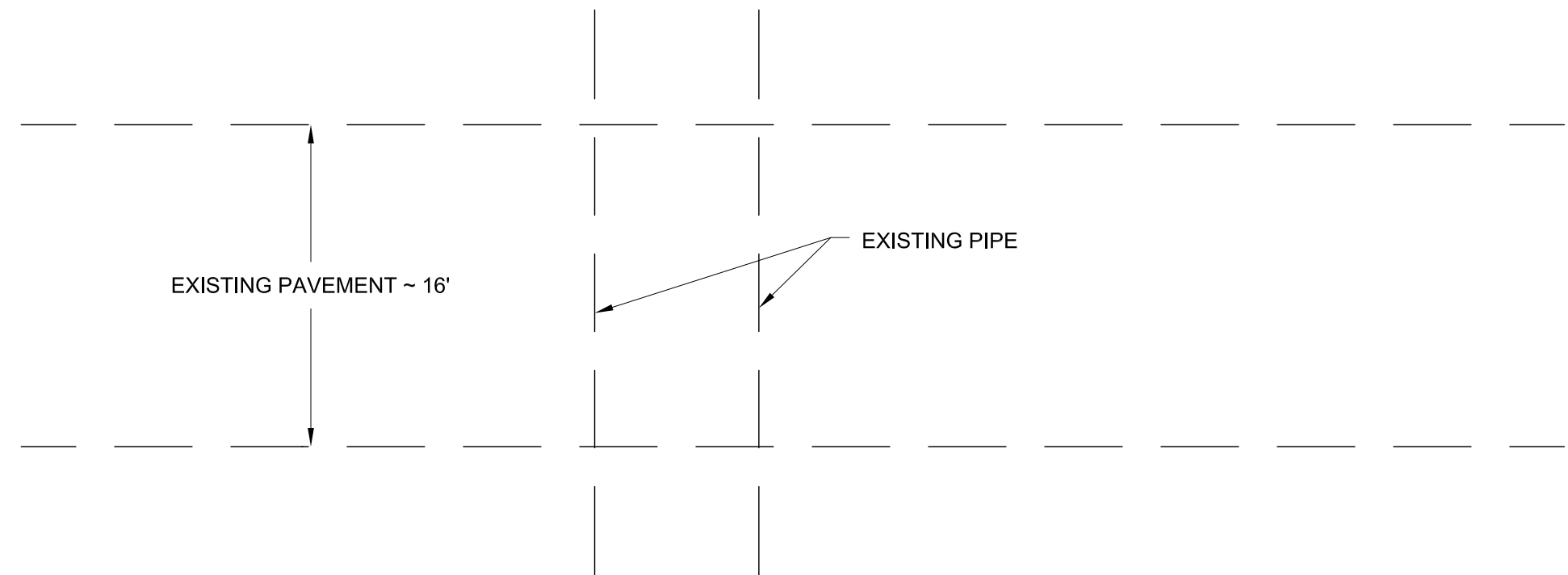
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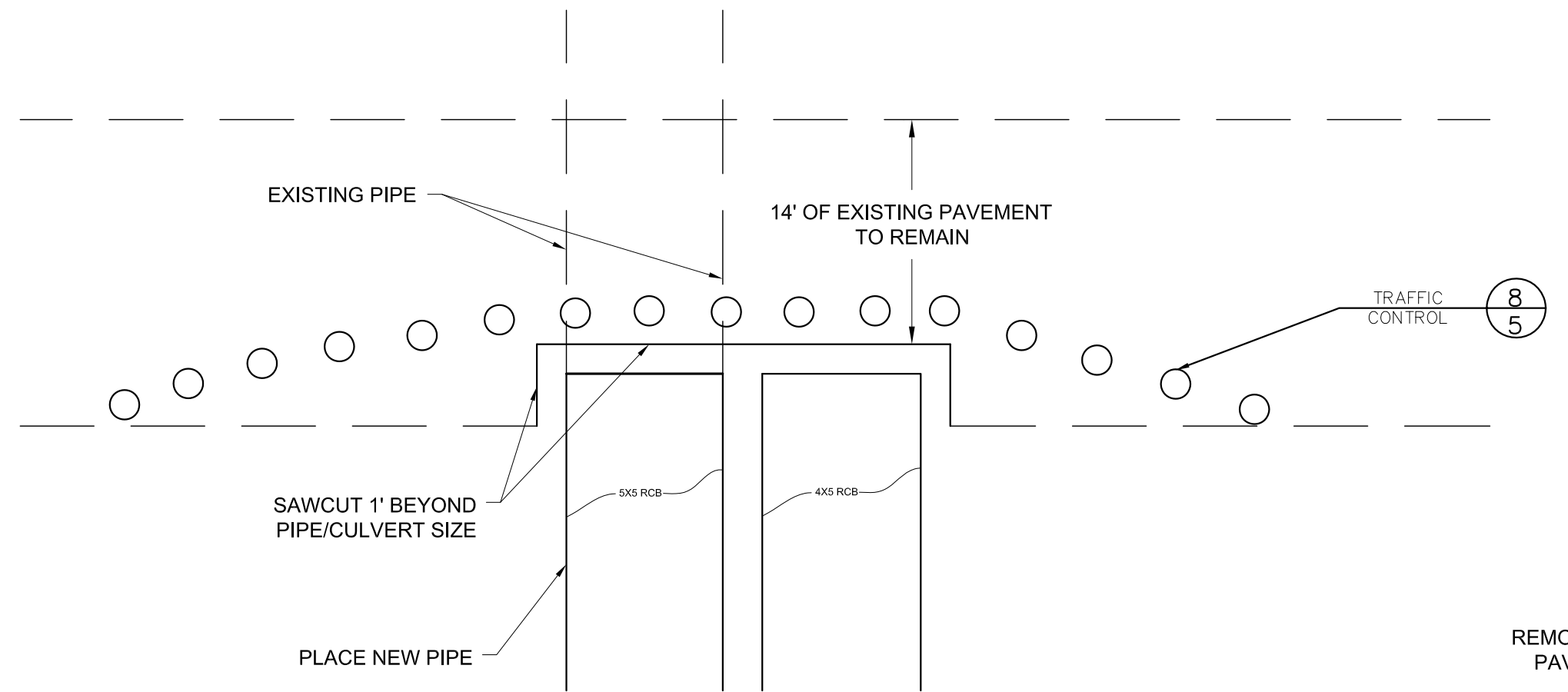
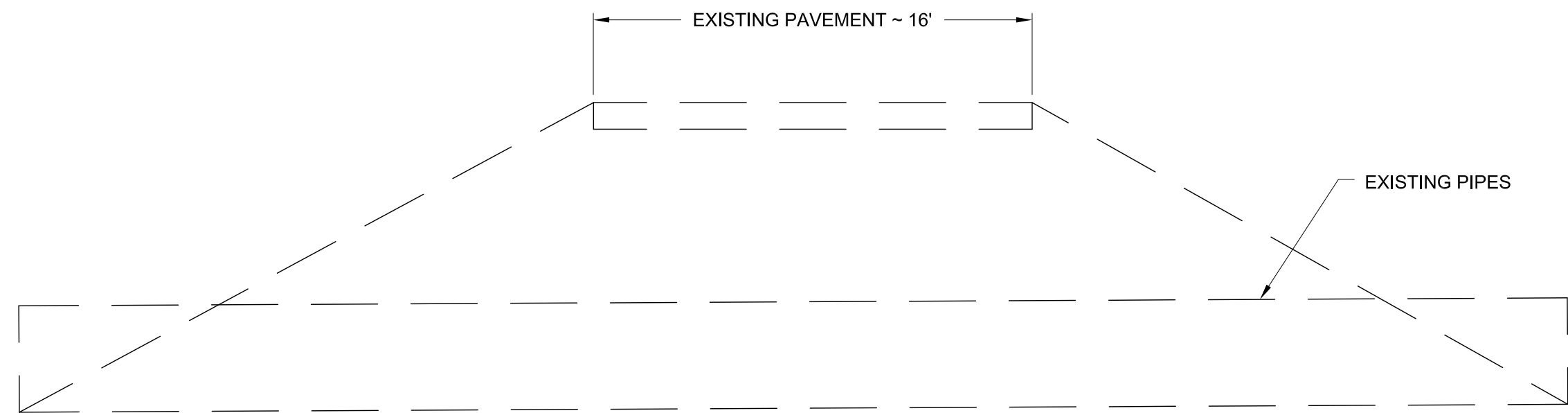
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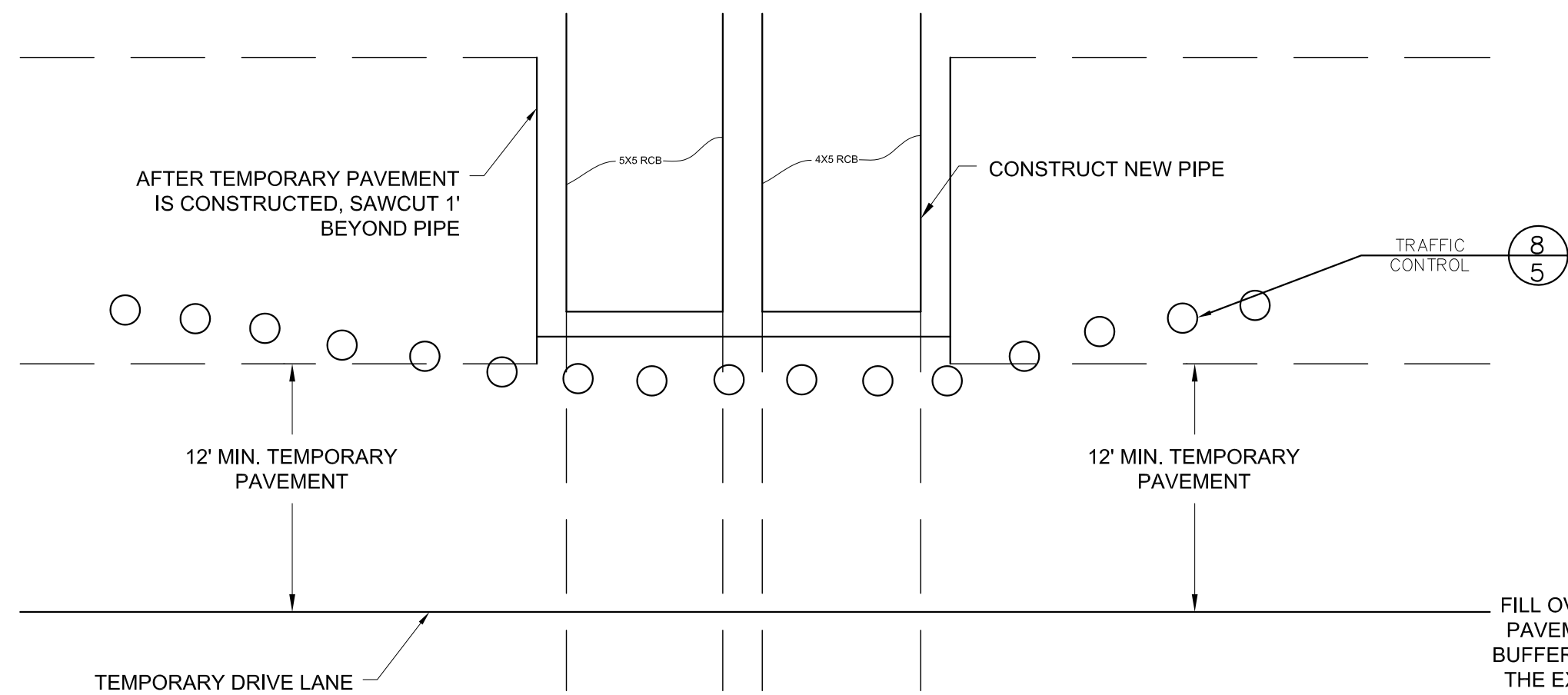
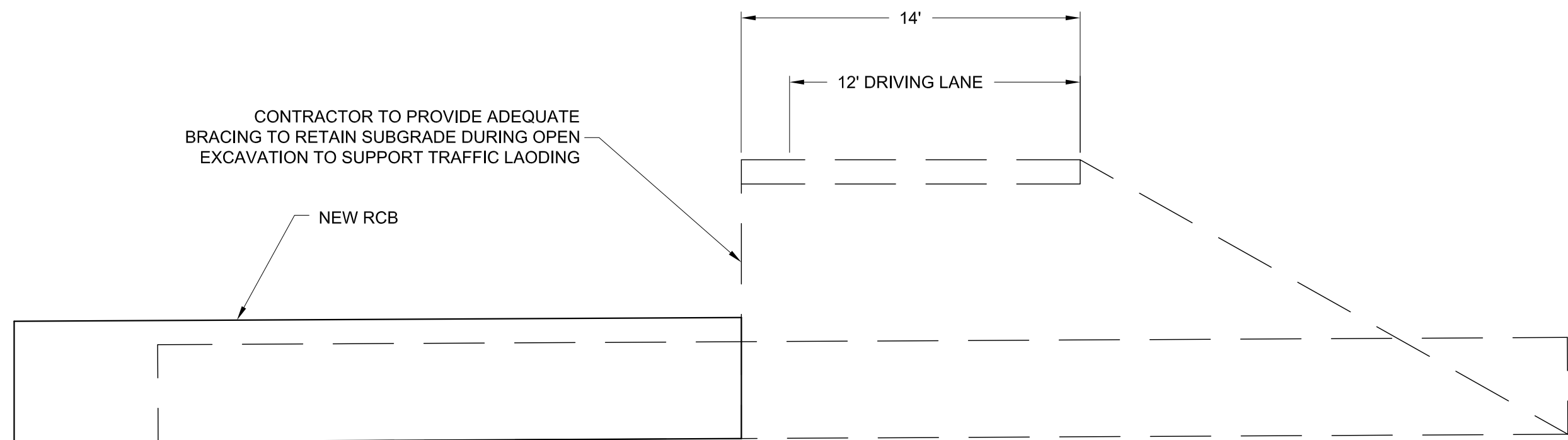
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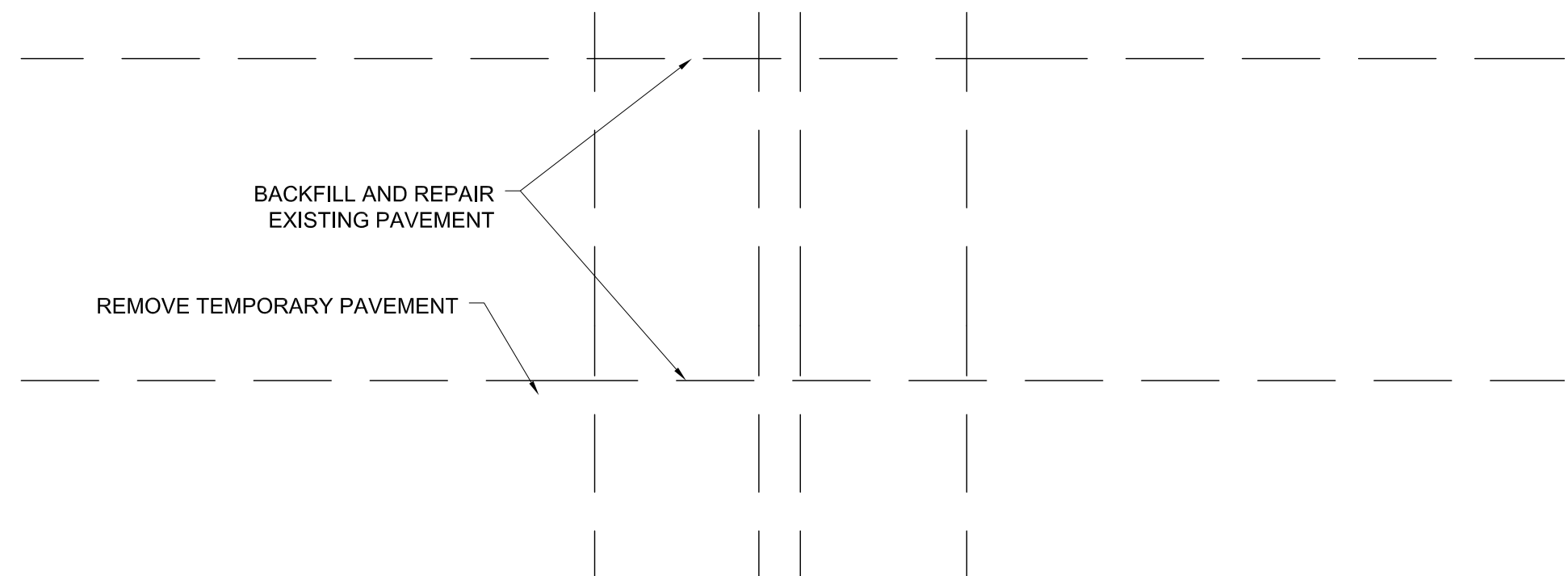
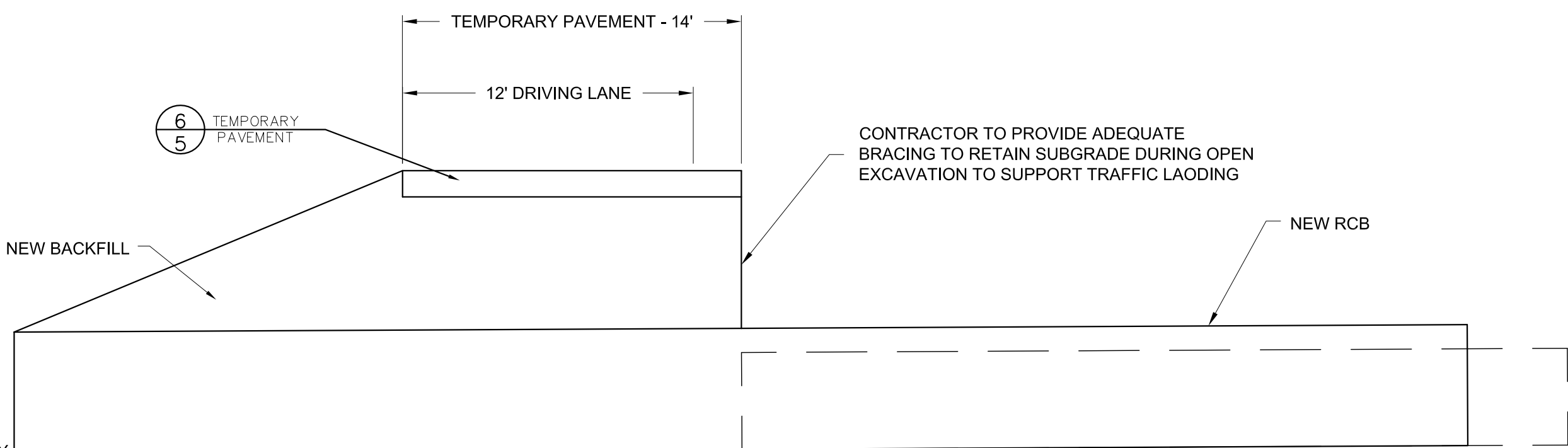
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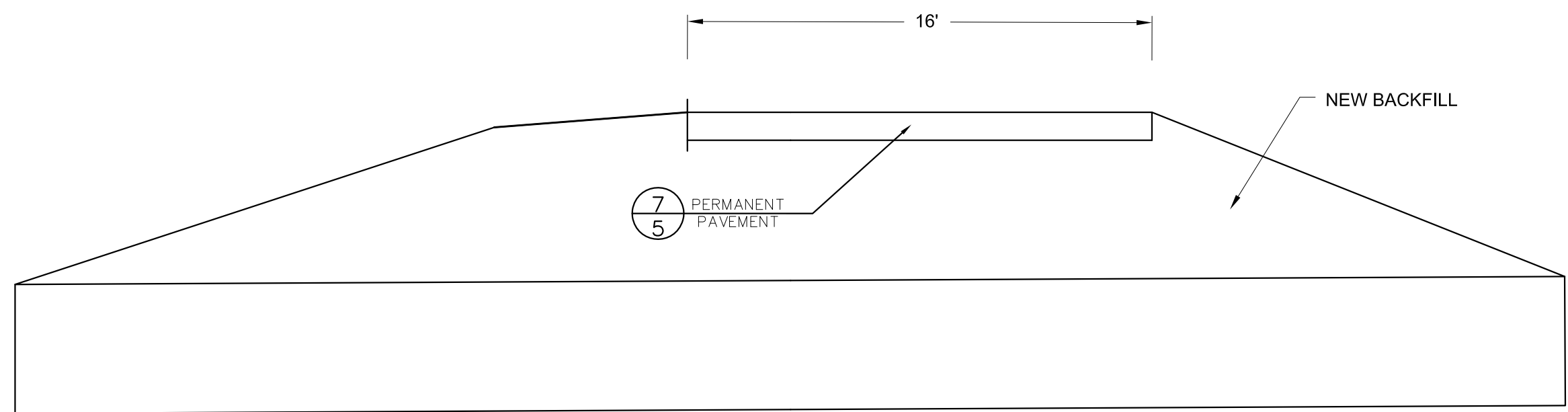
PHASE 1:
REMOVE AND EXCAVATE ALL BUT 14' OF EXISTING PAVEMENT. REMOVE AND REPLACE EXISTING CULVERT WITH NEW CULVERTS.



PHASE 2:
FILL OVER NEW CULVERTS AND PLACE TEMPORARY PAVEMENT TO PROVIDE 12' DRIVE LANE PLUS 2' OF BUFFER PAVEMENT WIDTH FROM CUT FACE. REMOVE THE EXISTING PAVEMENT, BACKFILL, AND EXISTING CULVERT. REPLACE WITH NEW CULVERTS.



PHASE 3:
BACKFILL OVER NEW CULVERTS AND REPLACE PAVEMENT. REMOVE TEMPORARY PAVEMENT AND GRADE TO FINISH GRADES.



1 CULVERT CONSTRUCTION PHASING

NTS



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DETAILS

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7 OF 9

Biostabilization Middlebrook Northwest

Botanical Name	Common Name	Form	Spacing on Center (ft)	Quantity	Notes
<i>Cephalanthus occidentalis</i>	Buttonbush	4ft livestake	2	1	Plant livestakes randomly along both banks of Grade Control structure. DO NOT PLANT IN CHANNEL BED
<i>Cornus amomum</i>	Silky dogwood	4ft livestake	2	1	
<i>Cornus sericea</i>	Redosier dogwood	4ft livestake	2	1	
<i>Salix exigua ssp. interior</i>	Sandbar willow	4ft livestake	2	1	
<i>Salix caroliniana</i>	Carolina willow	4ft livestake	2	1	
			TOTAL	5	

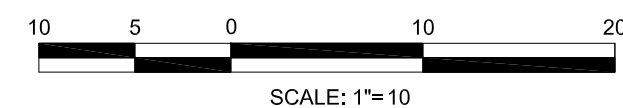
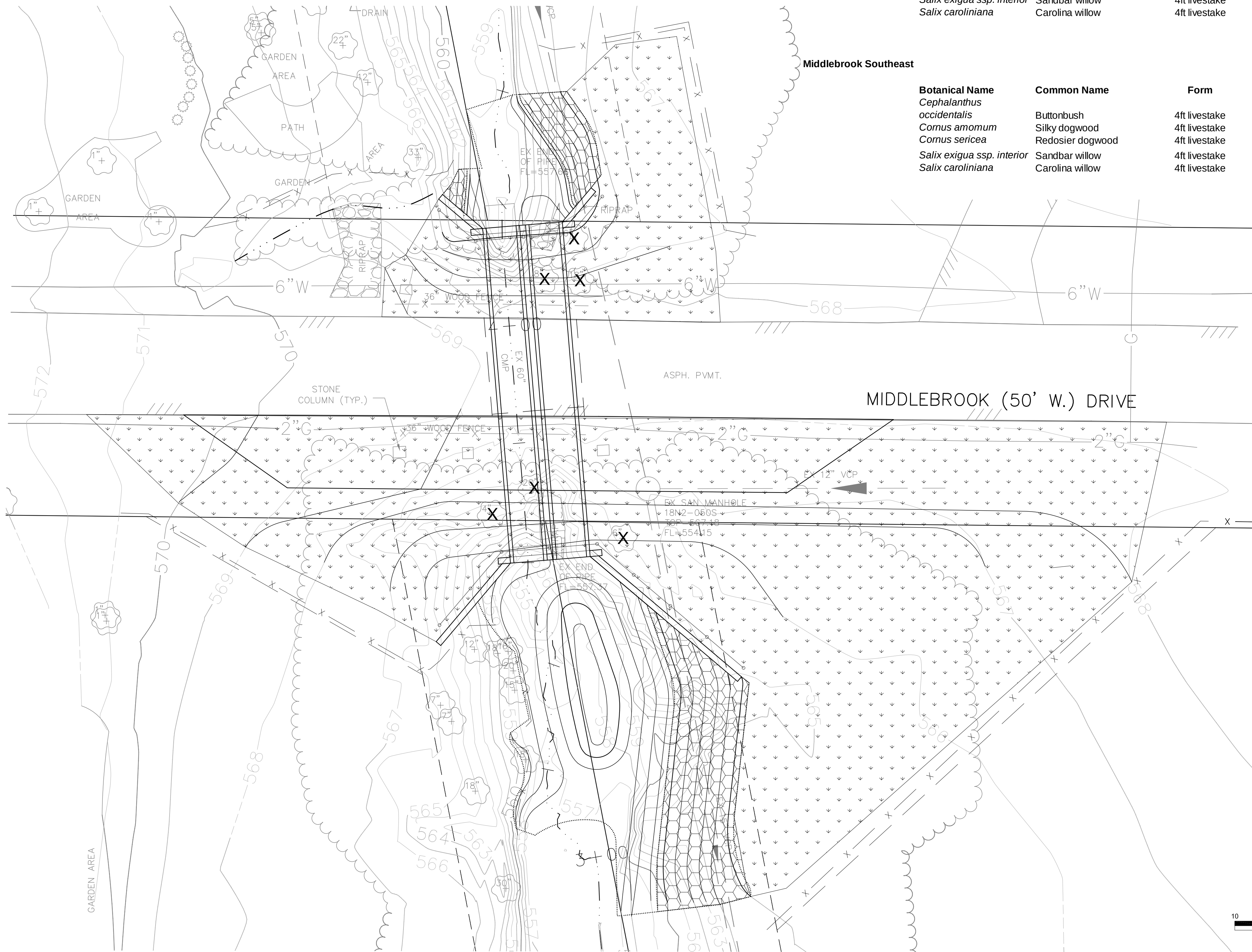
Middlebrook Northeast

Botanical Name	Common Name	Form	Spacing on Center (ft)	Quantity	Notes
<i>Cephalanthus occidentalis</i>	Buttonbush	4ft livestake	2	8	Plant livestakes randomly along both banks of Grade Control structure. DO NOT PLANT IN CHANNEL BED
<i>Cornus amomum</i>	Silky dogwood	4ft livestake	2	8	
<i>Cornus sericea</i>	Redosier dogwood	4ft livestake	2	8	
<i>Salix exigua ssp. interior</i>	Sandbar willow	4ft livestake	2	8	
<i>Salix caroliniana</i>	Carolina willow	4ft livestake	2	8	
			TOTAL	40	

Middlebrook Southeast

Botanical Name	Common Name	Form	Spacing on Center (ft)	Quantity	Notes
<i>Cephalanthus occidentalis</i>	Buttonbush	4ft livestake	2	34	Plant livestakes randomly along both banks of Grade Control structure. DO NOT PLANT IN CHANNEL BED
<i>Cornus amomum</i>	Silky dogwood	4ft livestake	2	34	
<i>Cornus sericea</i>	Redosier dogwood	4ft livestake	2	34	
<i>Salix exigua ssp. interior</i>	Sandbar willow	4ft livestake	2	34	
<i>Salix caroliniana</i>	Carolina willow	4ft livestake	2	34	
			TOTAL	170	

Combined Plant Palette			
Botanical Name	Common Name	Form	Quantity
<i>Cephalanthus occidentalis</i>	Buttonbush	4ft livestake	43
<i>Cornus amomum</i>	Silky dogwood	4ft livestake	43
<i>Cornus sericea</i>	Redosier dogwood	4ft livestake	43
<i>Salix exigua</i> ssp. <i>interior</i>	Sandbar willow	4ft livestake	43
<i>Salix caroliniana</i>	Carolina willow	4ft livestake	43
Grand Total			215



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Middlebrook Culvert Rehabilitation

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Professional Engineer Seal
Mark Edward Meyer
2000150043

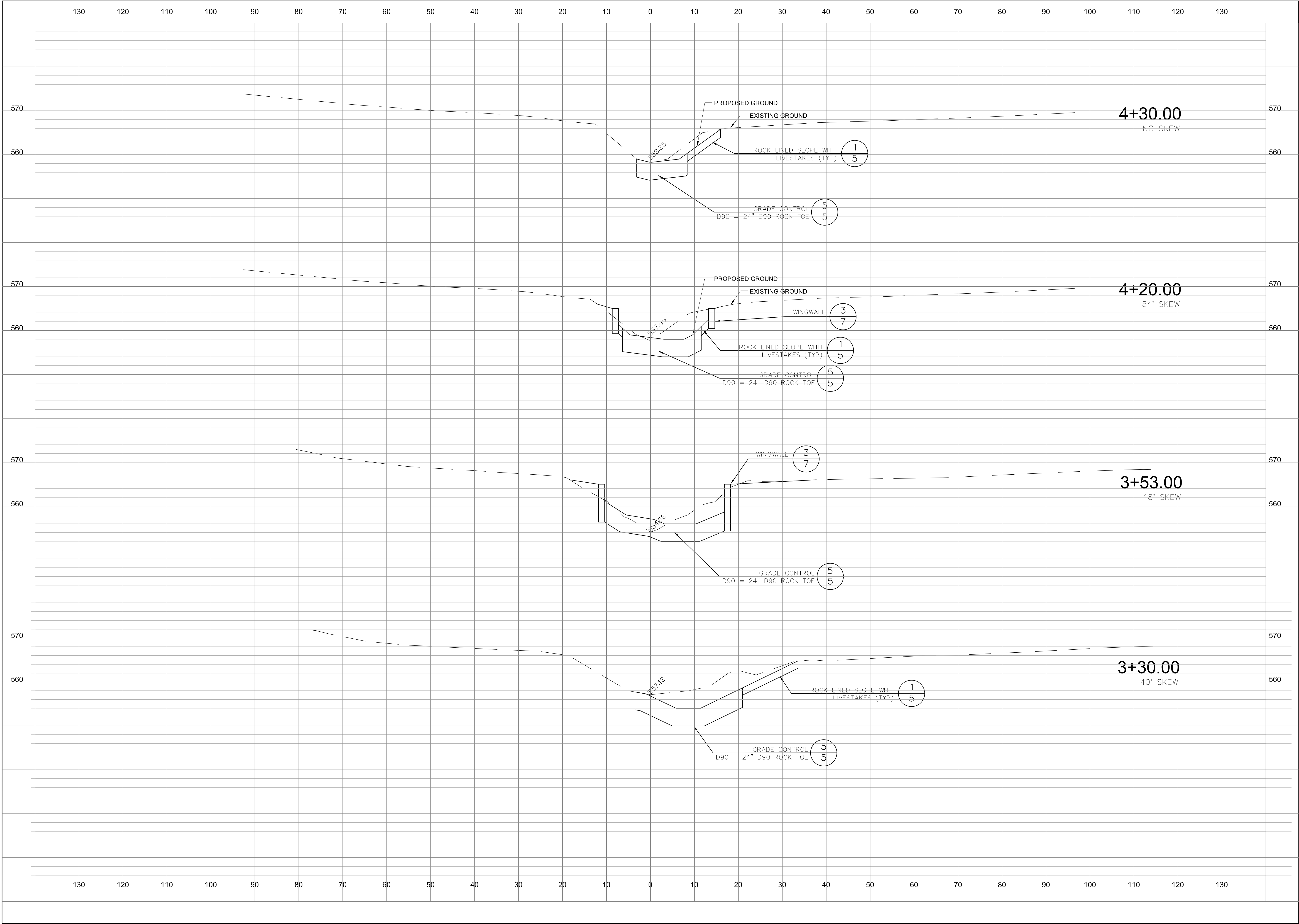
Expiration Date: Dec. 31, 2012

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Project No. 1207
Designed: TPD
Drawn: AMO
Checked: TPD
Approved: MEM
Sheet Title:

LANTING PLAN

Sheet Number:



ILINC Engineering Incorporated
MO Certificate of Authority
2000152987
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Middlebrook Culvert Rehabilitation

Creve Coeur, St Louis County, Missouri

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Sheet Title:

CROSS SECTIONS

Sheet Number:

9 OF 9



MEMORANDUM

DATE: November 7, 2012

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: First Quarter FY 2013 Financial Analyses

Attached are the 1st quarter 2013 results for the two major operating funds – the General Fund and the Municipal Enterprise Fund. The significant trends for the 1st quarter are as follows:

1. General Fund

a. Revenues

The revenues for 2013 are decreased over those for the same time period in 2012. The decreases are primarily in the area of:

Intergovernmental – These revenues are down by approximately \$91,000 due to decreased sales tax collections. Although it is too early to determine a trend it is concerning that sales tax collections are reduced for the 1st quarter.

The utility gross receipt revenues are lower for 2013. Electric Gross Receipts are down over \$459,000 for 2012. This results from the September payment in 2012 not being received until October. This decrease was offset due to an increase in Water Utility Gross Receipts which was also a revenue timing issue.

In addition, building permit revenues are lower than in FY 2012. This has been offset by the increase in occupancy permits.

Staff anticipates revenues for 2013 to be less than originally budgeted. This is based on the reduced property tax revenues as a result of the property tax reduction approved by City Council in September of 2012. Given the significant surplus projected in the budget this revenue reduction should not have a significant financial impact on the General Fund for FY 2013.

b. Expenditures

Expenditures are currently anticipated to be at or below the original FY 2013 budgeted amounts. The only departments substantially outside of the prorated amounts for the 1st quarter are Finance, Municipal Court, Health and Welfare, Non-Departmental and Maintenance. Some of these variances result from encumbrances of large contracts. The

variance in Municipal Court is due to American Traffic Solutions (ATS) for photo enforcement, Health and Welfare is due to municipal trash and recycling services, Non-Departmental is due to 50% of insurance premiums paid in the first quarter, and Finance is due to audit-related and investment advisory fees.

2. Enterprise Fund

a. Revenues

Revenues for FY 2013 are less than 2012. This decrease is for all areas of operation. At the golf course greens fees and cart rental are down primarily due to the hot weather. At the Ice Arena the decrease seems to relate to a timing issue in payment of ice fees, especially for figure skating camp and contract hockey.

b. Expenditures

Expenses in the 1st quarter are lower than in FY 2012. The decrease in expenses is evident at both the golf course and ice arena.

The decrease at the ice arena is primarily due to decrease in personnel costs resulting from the vacancy of the Recreation Director position until it was filled in August. The decrease for the golf course expenditures resulted primarily from a large encumbrance made in 2012 during the 1st quarter for the purchase of golf carts that has not yet occurred in 2013.

3. Capital Fund

a. Revenues

At this time staff anticipates revenues for the Capital Fund will be close to FY 2013 budget amounts.

b. Expenditures

Capital expenditures need to be increased for the following projects in FY 2013: energy efficiency retrofit, storm water master plan, Middlebrook storm sewers and Conway Road improvements. These were all FY 2012 projects which were not completed until FY 2013.

4. Interest Rates

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

The Fiscal Year 2012 was a good year. Although reduced sales tax collections for the General Fund are a concern, staff continues to anticipate a healthy financial picture for the General Fund. As always, due to the subsidy of the Enterprise Fund a close watch needs to be kept on the need for an annual transfer.

I would be happy to answer any questions.



City of Creve Coeur
Statement of Revenues and Expenditures
FY 2013
As of September 30, 2012

	Annual Budget	Adjusted Annual Budget	YTD Actual	YTD Encumb	Actual As % of Budget	2012 1st Qtr Actual	2012 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	693,500	693,500	2,589		0.4%	2,354	0.3%
Utility Taxes	5,851,000	5,851,000	1,395,766		23.9%	1,731,608	30.5%
Intergovernmental	6,474,000	6,474,000	1,290,585		19.9%	1,381,552	22.5%
Licenses and Permits	772,150	772,150	177,783		23.0%	161,328	22.7%
Charges for Services	83,625	83,625	24,911		29.8%	21,789	27.7%
Municipal Court	1,846,000	1,846,000	510,114		27.6%	474,128	25.9%
Other Revenues	834,745	834,745	239,309		28.7%	142,196	18.3%
Transfers	138,537	138,537			0.0%	0	0.0%
Total Revenues	16,693,557	16,693,557	3,641,057		21.8%	3,914,955	24.4%
<u>General Fund Expenditures:</u>							
Legislative Services	364,585	364,585	63,367		17.4%	68,829	19.3%
Administrative Services	828,571	828,571	183,588	16,397	24.1%	184,840	23.5%
Non-Departmental	471,958	471,958	224,081	3,864	48.3%	188,341	39.8%
Maint. of Municipal Prop.	297,733	297,733	71,632	27,700	33.4%	76,510	22.5%
Municipal Court	910,392	910,392	76,954	288,333	40.1%	615,352	70.3%
Finance Department	506,531	506,531	106,709	63,616	33.6%	155,394	31.2%
Police Department	6,610,600	6,610,600	1,452,249	338,433	27.1%	1,565,589	23.7%
Park Maintenance	493,508	493,508	120,133	6,619	25.7%	137,559	29.2%
Community Services	76,692	76,692	12,109		15.8%	19,397	27.3%
Public Works - Admin.	408,005	408,005	84,405	1,070	20.9%	90,619	22.9%
Street Maintenance	1,642,235	1,642,235	325,131	76,814	24.5%	436,210	26.1%
Health and Welfare	1,284,066	1,284,066	211,154	1,066,042	99.5%	663,824	48.0%
Community Development	1,113,865	1,113,865	250,750	14,939	23.9%	245,202	23.2%
Total Expenditures	15,008,740	15,008,740	3,182,262	1,903,827	33.9%	4,447,666	29.7%
Total Operating Surplus (-Deficit)	1,684,817		(1,445,032)			(532,711)	
Transfers To Other Funds	475,000		0	0		0	
Operating Revenues Over (under) Expenditures	1,209,817		(1,445,032)			(532,711)	



City of Creve Coeur
Statement of Revenues and Expenditures
FY 2013
As of September 30, 2012

	Annual Budget	YTD Actual	YTD Encumb	Actual As % of Budget	2012 1st Qtr Actual	2012 Actual As % of Budget
<u>Municipal Enterprise Fund Revenues:</u>						
Golf Course	418,725	146,772		35.1%	154,550	38.2%
Food Service	53,650	16,898		31.5%	18,086	32.9%
Ice Arena	533,200	88,805		16.7%	105,461	21.4%
Other Revenues	1,200	2,503		0.0%	26	0.0%
Transfers	75,000			0		0
Total Revenue	1,081,775	254,978	0	23.6%	278,123	25.4%
<u>Municipal Enterprise Fund Expenditures:</u>						
Golf Course	480,935	120,798	5,780	26.3%	142,650	28.2%
Food Service	47,108	11,766	9,903	46.0%	19,637	38.4%
Ice Arena	491,925	87,350	0	17.8%	98,175	21.5%
Transfers	0			#DIV/0!	0	0.0%
Total Expenditures	1,019,968	219,914	15,683	23.1%	260,462	25.7%
Total Operating Surplus (-Deficit)	61,807	19,381	0		17,661	
Annual Debt Repayment	85,169	0	0		0	0.00%
Transfers	0	0	0			
Fund Balance Adjustment	(23,362)	19,381			17,661	

Tracker

City of Creve Coeur

Portfolio Holdings

Investment Portfolio - by Security Type, Detail

Report Format: By Transaction

Group By: Security Type

Average By: Face Amount / Shares

Portfolio / Report Group: All Portfolios

As of 9/30/2012

Description	CUSIP/Ticker	Portfolio Name	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit						
Community Bank 0.409 10/4/2012		General Fund	10/4/2012	4	51.5	0.08
Bank of the West 0.409 10/4/2012		General Fund	10/4/2012	4	959	1.55
Cole Taylor Bank 0.409 10/4/2012		General Fund	10/4/2012	4	57.99	0.09
East West Bank 0.409 10/4/2012		General Fund	10/4/2012	4	959	1.55
Israel Discount Bank of New York 0.65 11/16/2012		CIP	11/16/2012	47	1,404.43	1.62
VIST Bank 0.12/10/2012		General Fund	12/10/2012	71	0	0.98
Bank of China 0.28 12/27/2012		General Fund	12/27/2012	88	112.13	1.02
Business Bank 0.25 1/2/2013		Escrow Fund	1/2/2013	94	207.36	2.3
F&M Bank & Trust Co 0.29 1/3/2013		General Fund	1/3/2013	95	168.76	1.6
Citizens National Bank 0.65 2/8/2013		General Fund	2/8/2013	131	947.71	1.48
Citizens National Bank 1 3/30/2013		CIP	3/30/2013	181	1,803.68	2.34
BUSINESSBANK 0.45 4/26/2013		General Fund	4/26/2013	208	590.01	2
BUSINESS BANK 0.8 4/26/2013		General Fund	4/26/2013	208	853.96	1.63
Citizens National Bank 0.5 7/30/2013		General Fund	7/30/2013	303	433.41	3.34
OneWest Bank 0.5 8/27/2013		General Fund	8/27/2013	331	93.15	1.31
Compass BK Birmingham ALA 0.85 9/16/2013		General Fund	9/16/2013	351	91.29	1.61
Ally Bank 1.35 11/5/2013		CIP	11/5/2013	401	1,313.75	1.57
American Express Centurion 1.05 2/11/2014		General Fund	2/11/2014	499	352.4	1.61
Discover Bank 1.2 3/24/2014		General Fund	3/24/2014	540	55.23	1.57
GE Capital Financial 1.45 5/13/2014		General Fund	5/13/2014	590	834.25	0.98
Fifth Thrd Bank 0.7 5/19/2014		General Fund	5/19/2014	596	253.15	0.66
GE Money Bank 1.45 5/20/2014		General Fund	5/20/2014	597	792.53	0.98
Goldman Sachs Bank 0.8 5/23/2014		General Fund	5/23/2014	600	683.84	1.57

Description	CUSIP/Ticker	Portfolio Name	Settlement Date	YTM @ Cost	Face Amount / Shares	Cost Value	Book Value	Market Value
Suntrust Bank Var. CD 5/28/2014		General Fund	5/28/2009	1.2	97,000.00	97,000.00	97,000.00	97,000.00
Sovereign Bank 0.85 7/7/2014		General Fund	7/5/2012	0.85	240,000.00	240,000.00	240,000.00	240,000.00
Sallie Mae Bank 0.9 8/29/2014		General Fund	8/29/2012	0.9	240,000.00	240,000.00	240,000.00	240,000.00
CIT Bank 1.7 6/22/2015		General Fund	6/22/2011	1.7	240,000.00	240,000.00	240,000.00	240,000.00
Sub Total / Average				0.85	5,924,291.26	5,920,246.06	5,920,246.06	5,926,162.29
FFCB Bond								
FFCB 1.33 12/7/2015-12		General Fund	12/7/2011	1.273	400,000.00	400,880.00	400,700.51	400,681.20
FFCB 0.85 2/22/2016-12		General Fund	2/22/2012	0.874	300,000.00	299,715.00	299,750.50	300,886.20
FFCB 0.91 5/23/2016-13		General Fund	7/26/2012	0.82	400,000.00	401,348.00	401,348.00	400,832.40
FFCB 1.62 10/18/2016-12		General Fund	10/18/2011	1.65	500,000.00	499,275.00	499,275.00	500,453.50
FFCB 1.2 4/25/2017-13		General Fund	4/26/2012	1.21	400,000.00	399,800.00	399,800.00	402,022.00
Sub Total / Average				1.205	2,000,000.00	2,001,018.00	2,000,874.01	2,004,875.30
FHLB Bond								
FHLB 3.125 12/13/2013		General Fund	3/8/2010	2.87	400,000.00	415,196.00	404,848.14	413,940.40
FHLB 1.125 3/10/2014		General Fund	7/23/2012	0.282	400,000.00	405,480.00	405,480.00	404,984.00
FHLB 3.5 3/28/2016-13		General Fund	9/1/2011	2.409	500,000.00	523,500.00	517,969.76	507,246.00
FHLB 0.85 6/6/2016-14		General Fund	7/2/2012	0.777	400,000.00	401,125.00	401,125.00	399,838.00
Sub Total / Average				1.445	1,700,000.00	1,745,301.00	1,729,422.90	1,726,008.40
FHLMC Bond								
FHLMC 1.05 9/28/2016-14		General Fund	3/29/2012	1.151	400,000.00	398,234.00	398,234.00	403,528.80
Sub Total / Average				1.151	400,000.00	398,234.00	398,234.00	403,528.80
FNMA Bond								
FNMA 0 1/2/2013		General Fund	7/2/2012	4.255	738,000.00	722,626.13	722,626.13	737,840.59
FNMA Step 3/6/2017-13		General Fund	9/6/2012	1.169	400,000.00	399,796.00	399,796.00	400,989.20
FNMA Step 6/14/2017-13		General Fund	8/13/2012	1.103	500,000.00	500,725.00	500,725.00	501,667.50
FNMA 1.5 6/27/2017-13		General Fund	7/31/2012	1.205	250,000.00	253,496.75	253,496.75	252,937.50
Sub Total / Average				2.363	1,888,000.00	1,876,643.88	1,876,643.88	1,893,434.79
Money Market								
US Bank MM		General Fund	6/30/2011	0.01	1,491,666.96	1,491,666.96	1,491,666.96	1,491,666.96
US Bank MM		CIP	6/30/2011	0.01	101,921.78	101,921.78	101,921.78	101,921.78
PNC Bank MM		Escrow Fund	6/30/2011	0.2	303,434.75	303,434.75	303,434.75	303,434.75
PNC Bank MM		General Fund	6/30/2011	0.2	1,454,920.35	1,454,920.35	1,454,920.35	1,454,920.35
Sub Total / Average				0.11	3,351,943.84	3,351,943.84	3,351,943.84	3,351,943.84
Total / Average				0.995	15,264,235.10	15,293,386.78	15,277,364.69	15,305,953.42

SALES TAX 2003-2013

