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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
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CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

PRESENTATION – Susan Trautman, Great Rivers Greenway - Proposition P

COMMENTS FROM THE GENERAL PUBLIC

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

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT AGENDA

a. Minutes dated January 28, 2013

b. Resolution No. 1042 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract Increase With Intuition & Logic, Inc. For Engineering Services Related To The Middlebrook And Chilton Culvert Rehabilitation Projects For The Amount Of \$3,027.50.

Summary: City staff recommends the approval of the City Council for a change order associated with the design of the new drainage culverts beneath Middlebrook and Chilton. This change order is the second, and the net increase of the changes now exceeds 10% of the original contract.

c. Resolution No. 1043 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Accepting And Approving A Title VI Policy For The City Of Creve Coeur.

Summary: Acceptance and approval of the attached Title VI Plan will help bring the City into compliance with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the grounds



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of gender, race, color or national origin, be excluded from participation in, be denied benefits of or otherwise subject to discrimination for which the City receives any measure of federal financial assistance. Implementing the Plan will help ensure that the City continues to be eligible to receive federal financial assistance such as federal transportation grant funding for road improvements.

d. Resolution No. 1044 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Purchase Of An IRecord Digital Recording System In An Amount Not To Exceed \$25,225.

Summary: The Police Department has identified a need to update the recording system that is currently being used for suspect interviews. The iRecord system would provide a simple solution for our needs, yet also provide a secure and tamper proof storage system for videotaped interviews.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated February 6, 2013 in the amount of \$308,966.68 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5412 - An Ordinance Amending Section 405.470 Conditional Uses, Of Article VI Standards For Permitted, Accessory And Conditional Uses Of The Zoning Ordinance Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri To Increase The Limitation Of Restaurants From Twenty-Five Percent (25%) To Forty Percent (40%) Of Retail Or Office Building On Sites Of Less Than Two Acres In The "CB" Core Business, "PO" Planned Office, "PC" Planned Community, And "LI" Light Industrial Districts. Final Reading and Passage

Summary: An application by Adrian Glass, of the Post Sports Bar & Grill was submitted for a conditional use permit and text amendment, for a 5,214 square-foot, eating and drinking establishment in the former Growlers Pub space at 763 Old Ballas Road, where the square footage represents 32% of the Old Ballas Place Shopping Center. Section 405.470(14) prohibits restaurants located within a retail or office building to collectively occupy more than twenty-five (25%) of the building square



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footage. Planning and Zoning Commission recommended approval January 22, 2013.

3. Bill No. 5413 - An Ordinance Repealing Conditional Use Permit Ordinance 1479 And Authorizing The Issuance Of A New Conditional Use Permit For A 5,214 Square-Foot Eating And Drinking Establishment Located At 763 Old Ballas Road Within The Old Ballas Place Building. Final Reading and Passage

Summary: An application was submitted by Adrian Glass, of the Post Sports Bar & Grill for a conditional use permit for a 5,214 square-foot, eating and drinking establishment with 93 indoor seat and 36 seasonal outdoor seats, at 763 Old Ballas Road, located at the southwest corner of Olive Boulevard and Old Ballas Road. Section 405.370(C), all eating and drinking places in the “CB”, Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. A separate application was submitted by Adrian Glass, of the Post Sports Bar & Grill to allow more than 25% of a building as restaurant in the “CB” Core Business District. Planning and Zoning Commission recommended approval January 22, 2013.

4. Bill No. 5414 - An Ordinance Amending Section 405.820, Article VII Off-Street Parking And Loading Regulations Of The Zoning Ordinance Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri To Allow For A Fifteen Percent (15%) Reduction In The Total Number Of Parking Spaces Required For Shopping Centers. Final Reading and Passage

Summary: An application by the Director of Community Development, on behalf of the City of Creve Coeur, has been submitted to allow for a fifteen percent (15%) in the required number of parking spaces for shopping centers. Two of the City’s largest shopping centers, West Oak Shopping Center and Bellerive Plaza Shopping Center, received variances in the required parking based upon evidence that these centers require less parking than the sum of the uses. Planning and Zoning Commission recommended approval January 22, 2013.

NEW BUSINESS

5. Bill No. 5415 - An Ordinance Reapproving Official Bond for Officers and Employees of the City Pursuant to Section 14.4 of the City Charter. First Reading



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Summary: Pursuant to City Charter Section 14.4, the Hartford Fidelity Bond CrimeShield Policy No. 84BPEAH1419 is hereby reapproved with a limit of \$200,000 per loss for employee theft, an excess limit of \$50,000 for the Director of Finance, and a \$250 deductible.

6. Bill No. 5416 - An Ordinance Authorizing The Execution Of An Agreement Between The City Of Creve Coeur And St. Louis County Acting For The St. Louis County Emergency Communications Commission Regarding Subscriber Radios And The Interoperable Radio System. First Reading

Summary: The St. Louis County Emergency Communications Commission has created a user agreement for the City of Creve Coeur and the Police department to replace all of our current hand-hand and mobile radio systems. The Police department wants to facilitate state of the art emergency communications with the new county-wide emergency communications radio system that is being developed in accordance with the federal requirements.

7. Resolution No. 1045 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of The Necessary Documents For Submitting The Project Proposal Application And Later For Executing An Agreement For A Grant-In-Aid From The Federal Transportation Improvement Program Grant Commission As An STP-S Application For The Emerson Road Improvement Project.

Summary: City staff seeks the authority to pursue a federal grant to offset the cost of improvements to Emerson Road. The improvements to Emerson Road include intersection configuration at Ladue Road and at Old Ballas Road, sidewalk extension, and roadway resurfacing, all of which are in line with a concept plan that was developed in 2011. Construction is anticipated for spring 2016.

8. Resolution No. 1046 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Grove Design Group, LLC, For Professional Engineering Services Related To The Graeser Road Resurfacing Project For The Amount Of \$45,627.67.

Summary: City staff recommends that the City retain the engineering services of Grove Design Group, LLC, for the development of plans and



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specifications necessary to construct the Graeser Road Resurfacing Project. This project and its design are covered by a federal grant which will reimburse up to 80% of the cost of each phase.

BUSINESS FROM THE MAYOR and CITY COUNCIL

9. Creve Coeur Technology Corridor

Summary: Mayor Glantz and Council Member Saunders will provide an update on the city's discussions with technology companies to foster growth of this industry in Creve Coeur.

BUSINESS FROM CITY ADMINISTRATOR

10. Second Quarter FY 2013 Financial Analyses

Summary: The 2nd quarter 2013 results for the two major operating funds - the General Fund and the Municipal Enterprise Fund.

11. Trash and Recycling Service Review and Bidding Process

Summary: Staff will preview the upcoming service review and bidding process, as the city's contract for trash and recycling service with Republic (formerly Allied) Waste expires June 30, 2014.

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

Posted: _____ posted 2/7/2013

Deborah Ryan, MRCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, January 28, 2013
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, January 28, 2013.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

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

COMMENTS FROM THE GENERAL PUBLIC

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

David Caldwell resident of 257 Brooktrail Court requested the Council review ways to reduce the cost of mowing and maintaining the 270/Olive Blvd interchange. Mr. Caldwell suggested planting native plants that would hold up in the region's weather conditions. He commented that he thinks the proposed Resolution No. 1038 for grounds maintenance is a waste of taxpayer's money.

ACCEPTANCE OF AGENDA

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

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



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Council Member D'Alfonso – Aye
Council Member Rhoades – Aye

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

ANNOUNCEMENTS

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

1. CONSENT ORDINANCE READINGS

- a. Bill No. 5410 - An Ordinance Amending Sections 355.100 And 385.070 Of The Creve Coeur Code Of Ordinances Regarding Motor Vehicle License Plates. Final Reading**

The Clerk read Bill No. 5410 for the final time.

2. CONSENT AGENDA

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

- a. Council Minutes dated January 14, 2013**
- b. Resolution No. 1037 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With The Greenwood Group For Mowing Services In City Parks For The 2013 Growing Season, For The Sum Of \$32,452.00.**
- c. Resolution No. 1038 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With Outdoor Solutions For Grounds Maintenance Services For The Interstate 270/Olive Boulevard Interchange For The Sum Of \$31,080.50 For The 2013 Growing Season.**
- d. Resolution No. 1039 - A Resolution Authorizing the City of Creve Coeur to Purchase Three (3) 2013 Police Dodge Charger Package Vehicles from Landmark Dodge for an Amount Not to Exceed \$68,314.71.**
- e. Resolution No. 1040 - A Resolution Authorizing The City Of Creve Coeur To Purchase One (1) 2013 Ford Police Interceptor Utility AWD From Joe Machens Ford For A Cost Not To Exceed \$25,566.00.**



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f. Bill No. 5410 - An Ordinance Amending Sections 355.100 And 385.070 Of The Creve Coeur Code Of Ordinances Regarding Motor Vehicle License Plates. Final Passage

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

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5410 becomes Ordinance No. 5293.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated January 23, 2013 in the amount of \$130,784.65 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

3. Bill No. 5411 - An Ordinance To Authorize A Residential Designed Development (RDD) With Accompanying Preliminary Subdivision Plat And Site Development Plan For The Proposed Villas At Mosley Subdivision, On Four Acres Of Land Located South Of Olive Boulevard And East Of Mosley Road. Final Reading and Passage

Mayor Glantz disclosed that the applicant has been a client of his architectural firm and recused himself from the dais. Council President Hoffman chaired this portion of the meeting.

City Clerk read Bill No. 5411 for the final time.

Council Member Kistner moved, seconded by Council Member Wang to approve Bill No. 5411.

William Levinson of Benton Homes presented to Council the different types of homes they would be offering in the development. One with front garage entry and one with a courtyard entry. There are a few lots, due to size, that will not allow for courtyard entry. Benton Homes has been working with staff to come up with some mutually agreed upon design standards to ensure these homes are quality homes. Mr. Levinson stated at the last meeting there were



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lengthy discussions regarding storm water issues. Although he is sympathetic to the issues downstream this project won't add to or correct those issues. This project will construct a new facility with the new standards by MSD to handle all the storm water for this project as well as the runoff from the Goddard School. The plan that was approved for this site a few years ago has been dramatically improved with bigger side yards, less density, fencing and storm water facility.

Paul Langdon discussed architectural issues, with side entry garages not being feasible for most of these lots. If a proposed homeowner would want a side entry garage then there would be a reduction in the side yard. Mr. Langdon stated the size of the monument sign might have to be reduced to comply with the sign code and ultimately P & Z issues the permits for subdivision entry monuments but could stipulate that a permit must be sought for this from P & Z before issuance of building permits. It would be difficult to request from a builder fees or escrows outside of what we already have ordinances to cover. The basis of the storm water structure is to not allow any additional flow out of the southeast corner of the property as it does today. This will keep from creating a new erosion problem. But staff or the developer cannot guarantee that there will not be erosion in the future. The swale/ditch running along the east side of the property is a natural water flow area. The question is will this development make it worse than what it is today. Staff and the developer will do everything they can to prevent it but there will be no guarantees. Water quality standards are much higher than they used to be and should see a better result than the City ever has for a subdivision.

Council Member Kistner asked if the side set backs were changed does staff think it would be likely to end up with a mix of side and front entry garages.

Paul Langdon stated given the size of the lots there is going to be a mix.

Council Member Kistner asked with the change made would it make a side entry garage a possibility or a requirement.

Paul Langdon stated it would be a possibility.

Council Member Nealey stated with the prior Mosley Manor project, there was a public benefit perceived in the green space that was going to be fronting along Olive and asked what was that public benefit and how was it viewed at the time.

Paul Langdon stated to the best of his recollection it was the resolution of this issue of what would happen to the properties that would likely redevelop. It was always clear that it would be residential redevelopment rather than commercial. The developer at the time tried to work with that notion that it would be a transitional piece of property and create a project that would be successful over time. The proposal that came before the Council in 2007 had green space and the final proposal took one lot out of the rear of the property and in exchange to their favor it took out a large portion of the green space and put in a building, which was theoretically a



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house which was 17,000 square feet and would have been leased for business. At the time staff had reservations about the approach but it was a legal approach and was ultimately approved. Public benefit was down to it is what it is and it is okay and residents didn't have to worry about it being commercial.

Council Member Nealey stated the same sort of reasoning would apply with the benefit in determining the future of this transitional piece between commercial and residential.

Paul Langdon stated it is also one less lot and would have a better storm water system from the previous approved development.

Council Member Nealey stated MSD has these new standards and we know very little on how those standards are going to be enforced and how effective MSD is going to be at that. Based on what we do know, what is staff's expectation of MSD in carrying out the new standards?

Paul Langdon stated staff has very little experience with the current state of things with MSD in the City because development in the last several years has been very slow. There have been efforts in other cities and MSD has been very involved in those projects and the results have been better than what had been occurring in the past.

Council Member Nealey asked staff's opinion on the comment from the developer that the new storm water area is going to improve the situation.

Paul Langdon stated he doesn't feel that it would improve but it would give a better result than a tear down/ rebuild.

Council Member Rhoades moved, seconded by Council Member Kistner to add the following conditions as outlined in the staff report regarding design requirements at the end of Section 2 in the ordinance:

- Front facades shall be entirely of brick and/or stone and shall return down both sides a minimum of six feet (6') with a maximum deviation of three feet (3') in either direction for design and aesthetic continuity, subject to Zoning Administrator approval.
- Chimneys shall be constructed of brick or stone masonry.
- All front entries shall be covered to a minimum depth of five feet (5') and provide a minimum of thirty square feet (30 sq.ft.) of covered standing area.
- Only single-width doors may be used on front-facing garages.
- Front-facing garage doors shall be located a maximum of eight feet (8') forward of the principle (largest) front façade of the house.
- All side walls shall have at least two windows, excluding entry doors.
- All driveways shall be finished in decorative pavers, stamped and colored concrete, or exposed aggregate.
- The side setback adjacent to a side-entry garage may be reduced from nine feet (9') to five-feet (5') as long as the resulting distance to the next house is no less than fourteen feet (14').



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- The subdivision entry monument shall be in substantial conformance with the illustration attached to the Staff Memorandum submitted for the City Council meeting of January 28, 2013, subject to the issuance of a sign permit in accordance with Article VIII, Sign Regulations, of the Zoning Ordinance.

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

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

Council Member Rhoades thanked Mr. Langdon for his thorough staff report and working with the developer to try and address the concerns raised by residents.

Council Member D'Alfonso asked if the property was not rezoned and another subdivision was built, that development would still be required to have a storm water detention basin.

Paul Langdon stated yes.

The following residents spoke in support of Bill No. 5411:

- Al Leving – 11315 Mosley Forest Drive
- Barry Spiegelglass – 12323 Boothbay Court
- Ted Ruzicka – 607 Fairways Circle
- Marty Satz – 408 Foxbrook

The following residents spoke in opposition of Bill No. 5411:

- Ellen Lawrence – 501 N Mosley Road
- David Caldwell – 257 Brooktrail Court (Exhibit A)

William Levison stated MSD requires annual inspections and an annual report to make sure the rain gardens are functioning properly and the storm water facilities are functioning properly. The soil type and site coverage are factored into the storm water calculation for the facility. Rear entry for this development is impossible. There simply is not enough room. The façade on the two Mosley Road houses would be problematic. The developer has spent a lot of time working with staff to come up with the design criteria which have been presented. The developer would like some flexibility to achieve the best design of the home as possible. The amendments Council previously accepted are appropriate.



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Council Member Wang asked if the front and side materials could be the same for the two homes along Mosley Road.

William Levinson stated the builder cannot dictate to the market what the market should accept.

Council Member Wang stated in the interest of full disclosure the property owner has been an acquaintance for many years.

Council Member Rhoades stated the other concern raised was questioning whether to have two windows on the side was necessary within the development rather than just on the two facing Mosley.

William Levinson stated the developer anticipates that each home will have approximately two windows on each side and anticipates customers will customize and make the floor plans fit their needs inside of the footprint.

Council Member Rhoades asked Mr. Langdon if he had additional input regarding the west side façade of the two homes facing Mosley with the potential of increasing from six foot of consistent treatment.

Paul Langdon stated any investment in the structure that uses more of the best materials is potentially a good thing. If Council is considering going in that direction it should be something similar to the effect, “any sidewall abutting a street shall be finished with the same materials as the front façade”. Another condition which would be helpful if is lots 1 and 6 would require hip roof as opposed to a gable roof.

William Levinson stated the builder does not object.

Paul Langdon stated Ladue Court is also an RDD but was Zoned B before the first project failed and the second project came along. Those lots are smaller than those adjacent to it. It is in fact a transitional property.

Council Member Rhoades moved, seconded by Council Member Kistner to require that Lots 1 and 6 on the west façade will be designed with hip or partial hip roofs, 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 Saunders – Aye
Council Member Nealey – Aye
Council Member Kistner – Aye



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Council Member Hoffman – Aye

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

Council Member Rhoades moved, seconded by Council Member D'Alfonso to require that Lots 1 and 6 on the west façade be completed with the same materials as the front façade, with the vote upon such motion being as follows, to-wit:

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

The vote on the motion being 6 ayes and 2 nays, motion carried.

Council Member Rhoades moved, seconded by Council Member Wang to require the entry monument be constructed first prior to the issuance of any building permits, 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 Kreuter – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye
Council Member Rhoades – Aye
Council Member Hoffman – Aye

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

Council Member Wang entered into the record e-mails received from residents regarding this application. (Exhibit B)

Council Member Kistner moved, seconded by Council Member Saunders to approve Bill No. 5411 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 – Nay
Council Member Rhoades – Aye



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Council Member Saunders – Aye
Council Member Nealey – Aye
Council Member Kistner – Aye
Council Member Hoffman – Aye

The vote on the motion being 7 ayes and 1 nay, motion carried. Bill No. 5411 becomes Ordinance No. 5294.

Mayor Glantz returned to the dais.

NEW BUSINESS

- 4. Bill No. 5412 - An Ordinance Amending Section 405.470 Conditional Uses, Of Article VI Standards For Permitted, Accessory And Conditional Uses Of The Zoning Ordinance Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri To Increase The Limitation Of Restaurants From Twenty-Five Percent (25%) To Forty Percent (40%) Of Retail Or Office Building On Sites Of Less Than Two Acres In The “CB” Core Business, “PO” Planned Office, “PC” Planned Community, And “LI” Light Industrial Districts. First Reading**

City Clerk read Bill No. 5412 for the first time.

Paul Langdon, Community Development Director; Adrian Glass, owner of The Post Sports Bar and Grill and Bill Biermann representative for the property owner made presentations for this application.

Council Member Kistner stated when the previous business was in the same location, there was an issue with parking and asked if any agreement had been made with other tenants in the building.

Paul Langdon stated the other businesses in the building have business hours that would permit the use of the additional parking during the proposed business' peak hours.

Council Member Rhoades asked when the projected opening date is.

Mr. Glass stated June 15th.

Council Member Rhoades asked if the proposed site is comparable to the space they currently operate in Maplewood.

Mr. Glass stated it is approximately the same.

Council Member D'Alfonso asked about the proposed hours of operations.



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, January 28, 2013
7:00 PM

Paul Langdon stated closing would be 1 or 1:30 a.m. on Friday and Saturday and 12 or 12:30 a.m. on all other days.

5. Bill No. 5413 - An Ordinance Repealing Conditional Use Permit Ordinance 1479 And Authorizing The Issuance Of A New Conditional Use Permit For A 5,214 Square-Foot Eating And Drinking Establishment Located At 763 Old Ballas Road Within The Old Ballas Place Building. First Reading

City Clerk read Bill No. 5413 for the first time.

6. Bill No. 5414 - An Ordinance Amending Section 405.820, Article VII Off-Street Parking And Loading Regulations Of The Zoning Ordinance Of The Code Of Ordinances Of The City Of Creve Coeur, Missouri To Allow For A Fifteen Percent (15%) Reduction In The Total Number Of Parking Spaces Required For Shopping Centers. First Reading

City Clerk read Bill No. 5414 for the first time.

Paul Langdon explained the benefits of allowing for more flexibility in shopping center parking requirements, based on experience resulting from variances to the same effect.

7. Resolution No. 1041 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The City Administrator To Execute The Necessary Documents For Forwarding The Project Proposal Application And Later Execute An Agreement For A Grant-In-Aid From The Municipal Parks Grant Commission.

City Clerk read Resolution No. 1041.

Council Member Rhoades moved, seconded by Council Member Hoffman to approve Resolution No. 1041, with the vote upon such motion being as follows, to-wit:

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

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



CITY OF CREVE COEUR – MINUTES
CITY COUNCIL MEETING
Monday, January 28, 2013
7:00 PM

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

8. Deer Mitigation

Chief Eidman stated in the 2011/12 season 19 deer were harvested by hunters. Of those, 5 were males and 14 were females. In the 2012/13 season there were 17 deer harvested with 4 of those being male and 13 females. There were some issues in the first season and some changes were made in the process. During the most recent season the Police Department did not receive any calls or complaints.

* - Council Member Kistner left the Council Chambers at 8:43 p.m.

Council Member Hoffman moved, seconded by Council Member Saunders to adjourn at 8:45 p.m., with the vote upon such motion being as follows, to-wit:

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 7 ayes and 0 nays, motion carried.

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

RESOLUTION NO. 1042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT INCREASE WITH INTUITION & LOGIC, INC. FOR ENGINEERING SERVICES RELATED TO THE MIDDLEBROOK AND CHILTON CULVERT REHABILITATION PROJECTS FOR THE AMOUNT OF \$3,027.50.

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

WHEREAS, the City's Storm Water Committee and City staff have identified the need to improve a deteriorated drainage culvert beneath Middlebrook Lane and a failed drainage culvert beneath Chilton Lane;

WHEREAS, the development of engineering design plans were required to detail the scope of the repairs needed and to obtain the necessary permits for this work;

WHEREAS, firms offering these professional services have been competitively vetted per the requirements outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, Intuition & Logic, Inc. was determined by City staff to be the best qualified firm to complete the design services, and the City Council of the City of Creve Coeur authorized the execution of a contract between Intuition & Logic, Inc. and the City through the passage of Resolution 1002 on April 23, 2012;

WHEREAS, Change Order #1 for these design services, for the sum of \$3,100.00, was approved by the City Administrator on October 2, 2012;

WHEREAS, Change Order #2, for the sum of \$3,027.50, has become necessary, and the net resulting cost increase will exceed 10% of the original contract sum;

WHEREAS, Chapter 140 of the Municipal Code of the City of Creve Coeur requires that change orders in excess of 10% be presented to the City Council of the City of Creve Coeur for approval.

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

Section 1. The Contract change order between **Intuition & Logic, Inc.**, and the City regarding the Middlebrook and Chilton Culvert Rehabilitation Projects, attached hereto as "Change Order #2," with a **sum of \$ 3,027.50**, is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract change order. The Contract change order as executed shall be in substantially the form of "Change Order #2," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or

proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 11th day of February, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk

CHANGE ORDER #2

**ENGINEERING DESIGN SERVICES FOR
MIDDLEBROOK AND CHILTON CULVERT REHABILITATION
CITY OF CREVE COEUR, MISSOURI**

Date of Issuance: January 29, 2013 Effective Date: January 9, 2013

Consultant: Intuition & Logic

The City hereby directs the Consultant to make the following changes to the Contract Documents.

Description of Change: Determine and coordinate easement requirements with the Metropolitan St. Louis Sewer District for improvements proposed around a sanitary manhole on the south side of Middlebrook Lane.

Reason for Change Order: Development of easement documents is a direct expense for the design contract, and this easement was not anticipated.

Attachments: 1. Department of Public Works Memorandum dated Jan. 29, 2013.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>58,799.75</u>	Original Contract Times Substantial Completion:..... <u>10/15/2012</u> (days or dates)
Net changes from previous Change Orders (Number 1 to Number 1): \$ <u>3,100.00</u>	Net changes from previous Change Orders (Number 1 to Number 1): <u>31</u> (days or dates)
Contract Price Prior to this Change Order: \$ <u>61,899.75</u>	Contract Times prior to this Change Order: Substantial Completion:..... <u>11/15/2012</u> (days or dates)
Net increase/(decrease) of this Change Order:..... \$ <u>3,027.50</u>	Net increase/(decrease) of this Change Order: <u>78 days</u> (days or dates)
Contract Price with all approved Change Orders: \$ <u>64,927.25</u>	Contract Times with all approved Change Orders: Substantial Completion:..... <u>02/01/2013</u> (days or dates)

RECOMMENDED:**ACCEPTED:****APPROVED:**

By: _____
DIRECTOR OF PUBLIC WORKS
(Authorized Signature)

By: _____
CONSULTANT
(Authorized Signature)

By: _____
CITY ADMINISTRATOR
(Authorized Signature)



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: January 29, 2013

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Review and Recommendation of Change Order #2
Middlebrook and Chilton Culvert Rehabilitation Projects

A second change order has become necessary for the design services related to the Middlebrook and Chilton Culvert Rehabilitation Projects. Because the net change of both change orders exceeds 10% of the original contract value, this change order is required receive the approval of City Council.

Change Order #1

The first change order involved the additional design services required to divide the original project into two separate projects (i.e. each culvert would be a separate project). This change was ordered by the City in October 2012 when it became evident that the budget would not allow for the original plan, that being to repair both culverts as one project.

A description of Change Order #1 and the reasoning behind it are discussed in the attached Staff Memorandum dated October 2, 2012.

The work associated with Change Order #1 is complete.

Change Order #2

The second change order involves the development of six additional easements that were not included in the original contract. These six easements area as follows:

- Four (4) permanent drainage easements became necessary as the culvert repair projects became culvert replacement projects. The proposed culverts and wing walls are wider than the existing drainage easements, and these four permanent easements will be necessary to maintain this infrastructure in the future.
- Two (2) encroachment easements were required by the Metropolitan St. Louis Sewer District (MSD) following their final design review in December 2012. These easements provide for work on and around a sanitary manhole on the south side of Middlebrook Lane that is in the immediate vicinity of the proposed work.

Easement documents were included in the contract as direct-expense items, but the quantity is higher than was expected. Change Order #2 accounts for the cost to develop and coordinate these additional easements.

Cost Summary. City staff has reviewed a proposal from Intuition & Logic that detailed the costs associated with the easement work discussed above. The costs include the direct expense of the easements and some consultant time to update the plans to include these easements. Intuition & Logic has provided the following cost breakdown for the additional work:

<u>Item</u>	<u>Cost</u>
Easements	\$ 2,350.00
Coordination and drafting	\$ 677.50
Total Change Order #2:	\$ 3,027.50

The original contract price for this work was \$58,799.75. The proposed Change Order #2 represents a contract increase of approximately 5.1% of the original contract amount.

Summary of Changes to Date

The table below summarizes the two change orders:

<u>Item</u>	<u>Cost</u>	<u>Percent of Original Contract</u>
Change Order #1	\$ 3,100.00.....	5.3%
Change Order #2	\$ 3,027.50.....	5.1%
Total:	\$ 6,127.50	10.4%

As described above, Change Order #2 causes the net increase to the contract price to be \$6,127.50, or approximately 10.4% of the original contract amount.

No additional change orders are anticipated, as the design effort for this project is substantially complete.

Recommendation

City staff recommends the approval of the proposed change order for the design services and direct expenses associated with the additional easements.

MIDDLEBROOK CULVERT REPLACEMENT CHANGE ORDER #2 FEE ESTIMATE							
	Design Element	Mark Meyer, Principal	David Ellermann, Project Manager	Tim Dean, Engineer I	Amy O'Brien, Senior CAD Designer	Total Hours	Cost
						0	\$ -
	Esement Layout and coordination with Surveyor					0	\$ -
	PDE Easement Linework	0.5		1	1.5	3	\$ 273
	PDE coordination with Surveyor			1		1	\$ 85
	Encroachment Plat Linework	0.5		0.5	1	2	\$ 193
	Encroachment Plat coordination with MSD and Surveyor			1.5		1.5	\$ 128
						0	\$ -
	Subtotal	1	0	4	2.5	7.5	\$ 677.50
						0	\$ -
	Total Hours	1.00	-	4.00	2.50	7.50	
	Personnel Rate	150.00	125.00	85.00	75.00		
	Total Personnel Cost	\$150	\$0	\$340	\$188		\$ 677.50
		22%	0%	50%	28%		
TOTAL PROFESSIONAL SERVICES							\$ 677.50

DIRECT EXPENSES ARE REIMBURSED AT ACTUAL COST IN ADDITION TO THE PROFESSIONAL SERVICES FEE				
QUANT	DESCRIPTION	UNIT COST	UNITS	SUB TOTAL
6.0 Easement Documents				
4	Permenant Easements to cover wingwalls	\$ 375.00	Each	\$ 1,500
2	Encroachment Easements for MSD	\$ 425.00	Each	\$ 850
TOTAL ESTIMATED DIRECT EXPENSES				\$ 2,350.00

TOTAL PROFESSIONAL SERVICES AND ESTIMATED DIRECT EXPENSES	\$ 3,027.50
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DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: October 2, 2012

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Review and Recommendation of Change Order #1
Middlebrook and Chilton Culvert Rehabilitation Projects

The preliminary design has been completed 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. The estimated cost of these repairs exceeds the budget for this work, and it is recommended that these culverts be addressed one at a time. A change order is recommended to account for the additional design and coordination work involved with separating this project into two projects.

Design Status and Discussion

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).

Preliminary design plans for the replacement of these culverts have been developed and are currently in the permitting process.

Financial Impact

Upon agreeing that repairing the existing culvert 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.

Preliminary cost estimates were developed by Intuition & Logic as part of the preliminary design submission. The estimated costs of replacing the culvert at each site are (approximately):

Chilton Lane.....	\$ 148,000
Middlebrook Lane.....	\$ 190,000
Total	\$ 338,000

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.

Phased Approach

The Capital Improvement Plan budget is far less than what is expected to be required to complete the proposed work, 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. In other words, the recommendation is to make separate projects out of the Chilton Lane and Middlebrook Lane culvert improvements.

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 financing 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.

Change Order for Design

City staff has reviewed a proposal from Intuition & Logic through which the Middlebrook and Chilton Culvert Rehabilitation Project would be divided into two plan sets, with one plan set for each culvert project. Most of the design and permitting work can be performed for both culverts at the same time, but there will be some additional costs associated with creating separate plan sets. Intuition & Logic has provided the following cost breakdown for the additional work:

<u>Item</u>	<u>Estimated Cost</u>
Permitting.....	\$ 800.00
Final Design Plans	\$ 1,800.00
Printing and Direct Expenses.....	\$ 500.00
Total Change Order #1:	\$ 3,100.00

The original contract price for this work was \$58,799.75. The proposed Change Order #1 represents a contract increase of approximately 5.3%. It seems unlikely that a different consultant would be able to provide these services at a lower cost.

Recommendation

City staff recommends the approval of the proposed separation of the design plans and the acceptance of the proposed change order for the associated additional services.

RESOLUTION NO. 1043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, ACCEPTING AND APPROVING A TITLE VI POLICY FOR THE CITY OF CREVE COEUR.

WHEREAS, the City of Creve Coeur is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees, contractors and consultants and to ensure that residents are afforded access to all programs and services provided by the City; and

WHEREAS, Section 115.060 authorizes the City Administrator to prescribe and enforce administrative rules and regulations which are not inconsistent with the ordinances of the City as may be reasonably necessary to effectuate City police including authority to withdraw, amend or suspend rules or regulations adopted by any City department; and

WHEREAS, Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied benefits of or otherwise subject to discrimination for which the City receives any measure of federal financial assistance;

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

SECTION 1 - The City Council hereby acknowledge receipt of the Title VI Plan for the City of Creve Coeur issued by the City Administrator under authority prescribed in Section 115.060 of the Municipal Code.

SECTION 2 - the City Council hereby approve the Title VI Policy submitted by the City Administrator and attached hereto as Exhibit "A"

SECTION 3 - THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ITS PASSAGE.

ADOPTED THIS 11th day of February, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

TITLE VI PLAN

**CITY OF CREVE COEUR
300 N. New Ballas Road
CREVE COEUR, Missouri
63141**

www.creve-coeur.org

January 2013

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CITY OF CREVE COEUR POLICY STATEMENT

The CITY OF CREVE COEUR is committed to ensuring that the fundamental principles of equal opportunity are upheld in all decisions involving our employees and contractors/consultants, and to ensuring that people are afforded access to our programs and services.

To that end, no person shall be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination under any CITY OF CREVE COEUR program or activity on the grounds of race, color, national origin, income, sex, gender identity, sexual orientation, age, disability, or limited English proficiency. The CITY OF CREVE COEUR assures all its programs and activities will be free from discrimination, whether those programs and activities are federally funded or not.

The CITY OF CREVE COEUR will include Title VI language in all written agreements and bid notices falling within the scope of Title VI, and will monitor compliance.

The CITY OF CREVE COEUR designates the *Assistant to the City Administrator* as the Title VI Officer with the responsibility of ensuring that the CITY OF CREVE COEUR complies with the Title VI regulations.

The *Assistant to the City Administrator* of the CITY OF CREVE COEUR will be responsible for initiating and monitoring Title VI activities, and all other related responsibilities.

Inquiries concerning the CITY OF CREVE COEUR policies, investigations, complaints, compliance with applicable laws regulations, and concerns regarding compliance with Title VI may be directed to the *Assistant to the City Administrator*, 300 N. New Ballas Road, CREVE COEUR, MO 63141.

This policy statement will be circulated throughout the CITY OF CREVE COEUR and included by reference in all contract agreements, programs and services administered by the CITY OF CREVE COEUR, falling within the scope of Title VI.

Mark Perkins, City Administrator

CITY OF CREVE COEUR TITLE VI ASSURANCE

The CITY OF CREVE COEUR (hereinafter referred to as the City) hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person shall, on the grounds of race, color, national origin, income, sex, gender identity, sexual orientation, age, disability, or limited English proficiency, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the City received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the City hereby gives the following specific assurances with respect to the Federal Aid Highway Program:

1. That the City agrees that each “program” and each “facility” as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the City shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form, in all proposals for negotiated agreements:

“The CITY OF CREVE COEUR in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.”
3. That the City shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That where the City receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and any facilities operated in connection therewith.

5. That where the City receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
6. That this assurance obligates the City for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the City or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City retains ownership or possession of the property.
7. The City shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantees that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
8. The City shall provide for such methods of administration for the program as are found to give reasonable guarantee that it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the regulations and this assurance.
9. The City agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the City under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the City.

Dated: _____

CITY OF CREVE COEUR

Mark Perkins, City Administrator

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to:

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community's economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person's businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Limited English Proficiency - Individuals with a primary or home language other than English who much, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Property guidelines. <http://aspe.hhs.gov/poverty/>

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North American and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Sub-Recipient – Any agency such as a council or governments, regional planning agency, education institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

ADMINISTRATION – GENERAL

The *Assistant to the City Administrator* shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability, she/he may exercise his/her right to file a complaint with the City. Complaints may be filed with the *Assistant to the City Administrator*. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, income, English proficiency, sex, gender identity, sexual orientation, age and disability of participants in, and beneficiaries of City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed tri-annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the *Assistant to the City Administrator*. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Public Dissemination: The City will make available Title VI Program information to City employees and to the general public, both at City Hall and through the City's website. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries.

Remedial Action: The City, through the *Assistant to the City Administrator* will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY

See Appendix E.

ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any

“programs, policies and activities” undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.
- The project’s impact is unavoidable,
- The benefits of the project far out-weigh the overall impacts and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority and/or low income population groups:

STEP ONE: Determine if a minority and/or low income population is present within the project area. If a conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A COMPLAINT

See Appendix D.

APPENDIX A: REQUIRED CONTRACT LANGUAGE

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the “contractor”) agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B: TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the City, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Missouri all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the City, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City, its successors and assigns.

The City, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the City shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C: PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City, pursuant to the provisions of Assurance 6(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, “as a covenant running with the land”) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D: FILING A COMPLAINT/COMPLAINT FORM

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities and services as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The *Assistant to the City Administrator* has overall responsibility for the discrimination complaint process and procedures. The *Assistant to the City Administrator* may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make him/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants and contractors on the basis of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints shall be filed with the CITY OF CREVE COEUR *Assistant to the City Administrator*. In all situations, the CITY OF CREVE COEUR employees must contact the *Assistant to the City Administrator* immediately upon receipt of Title VI related statutes complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, the complainant has 60 days after he/she became aware to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative. Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MoDOT related contract against the City, MoDOT will be responsible for conducting the investigation of the complaint. Upon

receipt of a Title VI complaint filed against the City, the complaint and any pertinent information should immediately be forwarded to the MoDOT Office of Civil Rights Programs.

Investigation Reporting Process:

- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of the *Assistant to the City Administrator* for review.
- The *Assistant to the City Administrator* reviews the file and investigative report. Subsequent to the review, the *Assistant to the City Administrator* makes a determination of “probable cause” or “no probable cause” and prepares the decision letter.

Retaliation

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If an individual experiences retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Missouri Department of Transportation
1590 Woodlake Drive
Chesterfield, MO 63017
314-275-1500

or

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530
Title VI
Hotline: 1-888-TITLE-06 (1-888-848-5306)

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the Missouri Department of Transportation, Office of Civil Rights Program within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

**CITY OF CREVE COEUR
TITLE VI COMPLAINT FORM**

This form may be used to file a complaint with the CITY OF CREVE COEUR based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint.

Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.

If you need assistance completing this form due to a physical impairment, please contact the Assistant to the City Administrator, [314-872-2511]

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____(home) _____(work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____(home) _____(work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:

Date discrimination began _____

Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

____ Race

____ Religion

____ Color

____ National Origin

____ Age

____ Sex, gender identity, sexual orientation,

____ Disability

____ Limited English Proficiency

____ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Note: *The CITY OF CREVE COEUR prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the Assistant to the City Administrator if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

APPENDIX E: LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Introduction

Executive Order 13166, "Improving Access to Services for Persons With Limited English Proficiency,"¹ reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination. Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as the CITY OF CREVE COEUR, private and non-profit entities, and subrecipients.

The CITY OF CREVE COEUR receives funds from the US Department of Transportation via the Federal Highway Administration.

Plan Summary

The City has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to City services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English. This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

The City will use a U.S. Department of Transportation four factor LEP analysis which considers the following: 1) The number or proportion of LEP persons eligible in the CITY OF CREVE COEUR service area who may be served or likely to encounter a CITY OF CREVE COEUR program, activity, or service; 2) the frequency with which LEP individuals come in contact with a City service; 3) the nature and importance of the program, activity or service provided by the City to the LEP population; and 4) the resources available to the City and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

¹ The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>

The 2010 Census data for the CITY OF CREVE COEUR shows a very small amount of the population that would speak English ‘less than very well,’ and therefore would be classified as LEP Persons. LEP Persons numbered 586, or 3.3% of the total population of the City which equals 17,833.

Factor 2: Frequency of Contact with LEP Individuals

The majority of work with funds received from Federal programs is performed on the roadways with the use of large trucks and heavy equipment. Very infrequently do the operators have direct contact with the public. The office staff handles service requests regarding road issues and processes permits for work in the right of way. Regular City Council meetings are held every 2nd and 4th Thursday of each month and public hearings are held when needed, which would bring interested persons to the CITY OF CREVE COEUR.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

Denial or delay of access to services or information provided by the CITY OF CREVE COEUR would not have life-threatening implications on a LEP individual. It is believed that denial or delay of access to services or information provided by the CITY OF CREVE COEUR would not have serious implications on a LEP individual, especially compared to the services, such as health, emergency transportation, water, sewer, fire protection, police protection and other emergency services.

Factor 4: The Resources Available to the CITY OF CREVE COEUR and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan.

While the CITY OF CREVE COEUR does serve very few LEP persons and has very limited resources, it has decided to include a LEP section in its Title VI Plan.

Safe Harbor Stipulation

Federal law provides a “Safe Harbor” situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A “safe harbor” means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient’s written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a safe harbor is not used, if written translation of a certain document(s) would be so burdensome as

to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written-translation obligations under "safe harbor" includes providing written translations of vital documents for each eligible LEP language group eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "safe harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the CITY OF CREVE COEUR's budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for CITY OF CREVE COEUR to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says: Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage when free language assistance is available with advance notice.
2. Stating in outreach documents that language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

The CITY OF CREVE COEUR will provide statements in public information and public notices that persons requiring language assistance or special accommodations will be provided, with reasonable advance notice to the CITY OF CREVE COEUR.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.²

CITY OF CREVE COEUR defines an interpreter as a person who translates spoken language orally, and a translator as a person who transfers the meaning of written text from one language into another.³

Considering the relatively small amount of Federal assistance received by the CITY OF CREVE COEUR, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services.

What the CITY OF CREVE COEUR will do. What actions will the CITY OF CREVE COEUR take?

With advance notice of seven calendar days, the CITY OF CREVE COEUR will provide interpreter services at the public meetings. Interpreter to include foreign language and hearing impaired.

Placement of statements in notices and publications that interpreter services are available for these meetings, with seven days advance notice.

Publications of the federal complaint form available at public meetings.

CITY OF CREVE COEUR Staff Training

CITY OF CREVE COEUR staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

LEP Plan Access

The CITY OF CREVE COEUR will have paper copies of the LEP Plan at City Hall, and be made available through the City's website.

Any person or agency may also request a copy by contacting:

Assistant to the City Administrator
CITY OF CREVE COEUR
300 N. New Ballas Road
CREVE COEUR, Missouri
63141

² <http://www.dotcr.ost.dot.gov/asp/lep/asp>

³ Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

APPENDIX F: PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City Title VI Policy will be communicated to each City Department Head who will review the Policy with appropriate departmental employees.
2. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
3. The language in Number 2 of the CITY OF CREVE COEUR Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
4. A procedure for responding to individuals with Limited English Proficiency will be developed.
5. All City employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
6. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.



INTEROFFICE MEMORANDUM

Date: February 11, 2013

To: Mark Perkins, City Administrator
From: Jaysen Christensen, Assistant to the City Administrator
Subject: Title VI Plan

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied benefits of or otherwise subject to discrimination for which the City receives any measure of federal financial assistance. The Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) require the City and other recipients of federal-aid funds to prepare a plan to clarify roles, responsibilities and procedures established to ensure compliance with Title VI.

The attached Title VI Plan for the City of Creve Coeur was prepared by the City Attorney and Ed Sluys of Curtis, Heinz, Garrett, & O'Keefe, P.C. Implementing the Plan will bring the city into compliance with Title VI and help ensure that the City continues to be eligible to receive federal financial aid including federal transportation grants for road improvements. The New Ballas Road, Spoede Road, and Conway Road resurfacing projects are recent examples of projects that have received 80% federal funding through the Surface Transportation Program.

The Plan requires the City to include Title VI compliance language in all written agreements and bid notices falling within the scope of Title VI and requires that the City monitor its compliance. The Assistant to the City Administrator is designated as the Title VI Officer with the responsibility of ensuring that the City complies with Title VI regulations including handling any complaints from any individual who believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.

The attached resolution would accept and approve the proposed Title VI Plan for the City.

Attached:

- Resolution accepting and approving Title VI Plan
- Title VI Plan for the City of Creve Coeur

RESOLUTION NO. 1044

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING PURCHASE OF AN IRECORD DIGITAL RECORDING SYSTEM TO BE USED FOR SUSPECT INTERVIEWS AND PROVIDE A SECURE AND TAMPER PROOF STORAGE SYSTEM FOR VIDEOTAPED INTERVIEWS, FOR THE SUM OF \$24,270.22.

WHEREAS, the Police Department has identified the need for a updated recording system; and

WHEREAS, the City of Creve of Creve Coeur through the Police Department's Investigations budget planned in fiscal year 2012/2013, \$25,225 for the purchase of a recording system; and

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

WHEREAS, Wahl Tek Incorporated submitted the lowest bid and also included an extended second year warranty.

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

Section 1. The agreement between Wahl Tek Incorporated and the City is hereby approved, in the amount of **\$24,270.22**, not to exceed **\$25,225** with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution and necessary, desirable, convenient, or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Adopted this 11th day of February, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

						
Price Quotation Prepared for:			02/04/13			
City of Creve Coeur Police			300 North New Ballas			
Chief: Glenn A. Eidman Phone: 314.432.8000			Creve Coeur, MO 63141			
Lt.: Jon Romas Phone: 314.872.0946 ext. 2612						
Email: jromas@ci.creve-coeur.mo.us						
iRecord Pro = 3-Room System (Networked)						
Qty	Product #	Description	Unit Price Product	Ext. Price Product	Installation Price	Service/ Support
1	IR-VIPRO03A	iRecord Pro 3-room system including:	\$ 22,250.00	\$ 16,688.00	\$ 2,159.00	\$ 2,038.00
		2 TB Mirrored Drives (drive #2 is RAID1), 19" Monitor,				
		Keyboard, Mouse, Network Connectivity (up to 9 PC's)				
1	IR22660214004	iRecord Redaction Software	\$ 1,095.00	\$ 822.00		
1	IT-DTT03	ITS 3-channel date/time overlay	\$ 895.00	\$ 895.00		
1	Covert per site visit	Covert Camera (Wallplate for Interview Room #1)	\$ 399.00	\$ 399.00		
1	Light Switch Mic	Covert Microphone (LightSwitch Mic for Interview Room #1)	\$ 299.00	\$ 299.00		
3	iR22660262222	Dry Contact Switches & Breakout Box	\$ 692.00	\$ 692.00		
1	ALR615DC616ULC	16 Port Power Supply for Cameras/Microphones/Accessories	\$ 399.00	\$ 399.00		
1	UPS-500	Uninterruptible Power Supply (500 VA)	\$ 185.00	\$ 185.00		
		System Subtotal		\$ 20,379.00		
		Two-Day Installation & Training (including System Administrator		\$ 2,159.00		
		Training and Manual)				
		Year 2 Annual Maintenance (\$2,038 less 15%)		\$ 1,732.22		
		System Total		\$ 24,270.22		
		Optional annual system maintenance \$2,038 (*see below for discounts)				
See additional notes on next page						

Payment:					
	Net 30 days from installation date.				
	Leasing options available.				
Notes:					
	Please allow 4-6 weeks for delivery and installation from receipt of order.				
	Installation does not include non-standard wiring. Final installation pricing will be given after a site inspection.				
	Proposed pricing good through June 30, 2013.				
Warranty and Annual Maintenance Agreement Options:					
	1. 1-year warranty on hardware and software				
	2. Annual maintenance agreement available after warranty period is 10% of system subtotal (before installation charges)				
	Annual Maintenance provides coverage for all hardware, software and within-the-version software upgrades				
*	3. If you agree to allow us to invoice maintenance for year 2 along with the original order, WahlTek will discount the maintenance amount				
	by 15% and freeze the maintenance amount for years 3 and 4.				
	4. If you agree to allow us to invoice maintenance for years 2, 3 & 4 along with the original order, WahlTek will discount the maintenance amount				
	by 25% (only if invoiced at time of original order).				
Recommended DVD Disc Specifications:					
	Maxell DVD DV-R (cannot be written over) very important to get the -R (not +R)				
Recommended Remote Cueing Kit (per iRecord and purchased direct with Comtek):					
	Comtek RC-216 which includes wireless transmitter and receiver units, microphone for transmitter unit, miniature ear bud				
	and custom carrying case. List price is \$1,595 but government pricing is available. 1.800.496.3463				
Nancy Cavazos, Missouri Account Manager					
WahlTek, Inc.					
6290 Ronald Reagan Blvd., Suite 213					
Lake St. Louis, MO 63367					
Voice: 314.603.2534 Fax: 636.625.1254					
Email: ncavazos@wahltek.com					



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: February 4, 2013

TO: Mark Perkins, City Administrator,
Dan Smith, Director of Finance

FROM: Glenn Eidman, Chief of Police

SUBJECT: Purchase of iRecord Digital Recording System

The Police Department has identified a need to update the recording system that is currently being used for suspect interviews. The iRecord system would provide a simple solution for our needs, yet also provide a secure and tamper proof storage system for videotaped interviews.

Currently interviews are recorded with a consumer grade DVD recorder onto DVD discs. This system utilizes equipment patched together from many different sources and systems over several years. The system has become antiquated and does not document evidence in a secure or efficient manner. Missouri State Statutes now require Police Departments to record any felony investigative interviews. The Police Department has complied with this statute, but feels that there is a more efficient and better way to record the interviews as well as maintaining a proper chain of custody for these interviews.

After identifying this need, the Police Department conducted research in attempt to find a solution for this problem.

Other local agencies that use digital video systems to video- record interviews:

- Frontenac PD uses a dedicated Panasonic digital recording system for their interview rooms. They stated that this system has been difficult to manage and they will be looking to replace it in the near future.
- Maryland Heights PD uses a Bosch digital interview recording system. They reported that the system storage is too small and responses to their service requests have been slow.

- Richmond Heights PD uses a closed circuit security camera system to record interviews from suspects. This same system is used for their facility security and both store files on a shared server. They stated that they have had some problems and it would be preferable to have a dedicated system for recording criminal interviews for evidentiary purposes.
- Town and Country PD uses the March digital recording system. This system is not a dedicated interview room recording system; it is integrated into other facility security cameras.
- A dedicated digital recording system was identified that met our department needs; that system is the iRecord Digital Recording System.
- The iRecord Digital Recording System has several desirable key features:
- Recordings are initiated with a simple flip of a switch as the investigator walks into the interview room. The recording begins immediately; there is no wait time.
- The system documents interviews in a single database, thus creating a chain of custody as well as creating a tamper proof record of the interview.
- The interview being recorded is viewable in “real time”. This helps ensure officer safety during the interview.
- The interview will be viewable from several platforms, which would be useful in special circumstances such as Major Case Squad suspect interviews or high profile investigations.
- The videos are database searchable. This enables the videos to be searched based upon suspect name, incident location, type of crime or one of many other data fields that may be used by the investigator.
- The system is evidentiary secure. Video files are stored within the system, not on a shared server. The system creates a log of when each video was created, accessed and downloaded. Videos are watermarked for tracking purposes and authentication.
- Still frame images can be captured from the videos and exported.
- Video recordings can be bookmarked at a point when an event occurs in the recording, for example: a confession, implication of other suspects, admissions of other crimes, etc.

This system is a vast improvement from our current technology and will serve to strengthen criminal case filings with the Prosecutor's Office as well as improve the efficiency of the officers and investigators who use it.

Contact was made with several law enforcement agencies that have the iRecord System:

- Belleville, Illinois PD reported that the iRecord system has proven to be invaluable for their officers. They cited the system's reliability given the large amount of recordings that they make each month.
- Howard County (MO) Sheriff's Department also gave the system a positive review. They cited reliability, ease of use and the internal tracking of access to the videos as being the system's best features.
- Perry, Iowa PD said that they are very pleased with the system. They noted that it is simple for any officer to use and it logs who accessed and made a copy of any video. They found that the system was a great improvement over their previous DVD recorder system.
- Wayne County (IA) Sheriff's Department also gave a favorable review. They related that the system was purchased to replace a DVD burner based system, much like what we currently use. They stated that the system is much easier to use, the recording quality is good and that they have had no reliability issues.
- Callaway County (MO) Sheriff's Department stated that their experience with the system has been very positive. The features that they found most useful are the evidence protection aspect, the ease of use and the thorough technical support.

Competitive bids were sought for this purchase. The PD received pricing from the following companies:

Company	Item	Amount	Comments
Wahl Tek Incorp.	iRecord Digital Video System	\$24,270.22	\$436.98 below the State Contract Price
Voice Products	iRecord Digital Video System	\$24,707.20	State Contract Price
Cardinal Creek Inc.	Case Cracker Digital System	\$30,775.00	

The recommended vendor for the iRecord system is Wahl Tek Incorporated. Wahl Tek provided the lowest bid for this equipment and also included competitive pricing for an extended second year warranty in their bid that is within our budget.

A digital video system for the Investigations Division was approved for purchase in the budget for fiscal year 2012 – 2013, under the Investigations Budget, Capital Equipment- 01-

21-21-9503 with a budgeted dollar amount of \$25,225. There is also state contract for this system; however, by going out for competitive bids, the Police department was able to receive pricing below the state contract price.

Based upon this research, the Police Department is requesting approval of the purchase of the iRecord Digital Video system from Wahl Tek Incorporated. The costs of the system along with installation would be \$24,270.22.



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

DATE: February 6, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Bills Payable

For your information and transmittal to the City Council, is a list of bills payable dated February 6, 2013 in the amount of \$308,966.68.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00066	0		213901	24-Jan-13	FROESEL OIL	1500 GAL DIESEL FUEL	01-00-00-1653	4,804.95
00116	0		2135	30-Jan-13	SAM'S CLUB	PRISONER MEALS	01-00-00-2410	<u>72.36</u>
Sum of Invoices								4,877.31



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01000	0		012213	22-Jan-13	SULLIVAN PUBLICATIONS	SUPP. #12 PAPERWORK/UPDATE	01-11-13-6203	<u>1,180.00</u>
Sum of Invoices								1,180.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01447	0	P001473	19003	30-Jan-13	DIVERSIFIED PRINTING INC	PRINTING OF FEB 13 NEWSLETTER	01-12-11-6203	898.00
01902	0		25476	29-Jan-13	HAMMERBODIES CUSTOM FITNESS	INTRODUCTORY CLASS	01-12-11-6203	250.00
00149	0		CPM14686813	02-Jan-13	ICMA	PERFORMANCE MEASUREMENT PROG	01-12-11-6262	<u>2,675.00</u>
Sum of Invoices								3,823.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01891	0	P001584	9906	25-Jan-13	WINNING TECHNOLOGIES, INC.	OUTSOURCING IT SERVICES (50% P	01-12-51-6202	6,400.00	
00050	0		INV0026792	15-Jan-13	REJIS	PIX FIREWALL MAINTENANCE	01-12-51-6213	21.24	
Sum of Invoices									6,421.24



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

FINANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00016	0		011513	15-Jan-13	COLLECTOR OF REVENUE	SALES TAX REPORT-JAN 2013	01-13-11-6202	20.00	
							Sum of Invoices		20.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00077	0		8715842	17-Jan-13	QUILL	TISSUES FOR OFFICE	01-13-14-7304	<u>7.74</u>
Sum of Invoices								7.74



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

INTERDEPARTMENTAL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00051	0		40.41289	11-Dec-12	BCA, INC.	INSURANCE DEDUCTIBLE	01-13-15-6220	500.00
					MISSOURI DIVISION OF EMPLOYMENT			
00255	0		9999131 1/13	30-Jan-13	SECURITY	UNEMPLOYMENT INSURANCE	01-13-15-5244	1,920.00
00045	0		641380807001	17-Jan-13	OFFICE DEPOT	CALCULATOR INK ROLLERS	01-13-15-7312	10.92
00045	0		641380729001	17-Jan-13	OFFICE DEPOT	8-TAB INDEX DIVIDERS	01-13-15-7312	13.90
00045	0		641293984001	17-Jan-13	OFFICE DEPOT	FILE JACKETS-POLICE RECORDS	01-13-15-7312	331.60
01800	0		224528	30-Jan-13	PRIZE POSSESSIONS	ROSEWOOD WALL CLOCK & SHIPPING	01-13-15-6272	147.04
00077	0		9054420	30-Jan-13	QUILL	TONER, BATTERIES, DRY ERASE	01-13-15-7312	160.63
00077	0		8623091	15-Jan-13	QUILL	18-PK POST-IT NOTES	01-13-15-7312	9.99
00077	0		8629823	15-Jan-13	QUILL	TONER, BINDERS	01-13-15-7312	180.26
01169	0		3191055654	26-Jan-13	STAPLES ADVANTAGE	TONER, PENS	01-13-15-7312	326.58
01169	0		3191055652	24-Jan-13	STAPLES ADVANTAGE	TONER CARTRIDGES	01-13-15-7312	375.16
01169	0		3191055651	23-Jan-13	STAPLES ADVANTAGE	CLIPBOARDS, FILES	01-13-15-7312	70.52
01169	0		3191055650	17-Jan-13	STAPLES ADVANTAGE	CREDIT MEMO	01-13-15-7312	-36.08
01169	0		3191055649	14-Jan-13	STAPLES ADVANTAGE	TAPE	01-13-15-7312	9.38
01169	0		3190601387	18-Jan-13	STAPLES ADVANTAGE	CARD FILES	01-13-15-7312	49.20
01169	0		3190601386	16-Jan-13	STAPLES ADVANTAGE	STICKY NOTES	01-13-15-7312	4.54
01169	0		3190601385	16-Jan-13	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	183.10
01169	0		3190601384	13-Jan-13	STAPLES ADVANTAGE	VARIOUS OFFICE SUPPLIES	01-13-15-7312	331.54
01169	0		3190132816	07-Jan-13	STAPLES ADVANTAGE	LAMINATE POUCHES-PUBLIC WORKS	01-13-15-7312	322.03
00447	0		541787	10-Dec-12	THE DANIEL & HENRY CO.	PUBLIC EMP BLANKET BOND	01-13-15-6225	1,773.00
Sum of Invoices								6,683.31



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00249	0		46618	18-Jan-13	AMERICAN CARNIVAL MART	BIRTHDAY PARTY SUPPLIES	06-14-31-7304	209.69
01550	0		452-5652206	22-Jan-13	ARAMARK UNIFORM SERVICES	CLEANING SUPPLIES (012013)	06-14-31-7301	0.88
01550	0		452-5652206	22-Jan-13	ARAMARK UNIFORM SERVICES	UNIFORMS (012013)	06-14-31-7308	3.96
00080	0		4477-110-5	20-Jan-13	DIERBERGS	BIRTHDAY CAKES	06-14-31-7304	64.97
00080	0		5974-114-5	26-Jan-13	DIERBERGS	BIRTHDAY CAKES/JUICE BOXES	06-14-31-7304	80.39
00646	0		9708	17-Jan-13	ELITE PRO SYSTEMS	SOUND SYSTEM AMPLIFIER REPAIR	06-14-31-6212	190.50
00082	0		670139	31-Jan-13	METROLIFT PROPANE	PROPANE OF OLYMPIA	06-14-31-7307	63.76
00082	0		665725	22-Jan-13	METROLIFT PROPANE	PROPANE OF OLYMPIA	06-14-31-7307	175.76
Sum of Invoices								789.91



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00127	0		011085019	23-Jan-13	ERB EQUIPMENT CO.	THERMOSTAT, O-RING FOR TRACTOR	06-14-32-6211	29.49	
00116	0		3062	24-Jan-13	SAM'S CLUB	HYDRAULIC, MOTOR OIL & ANTI-FREEZE	06-14-32-6211	<u>221.98</u>	
							Sum of Invoices		251.47



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5652206	22-Jan-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (012013)	06-14-34-7301	3.58
00084	0	P001579	3818263025	25-Jan-13	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	621.28
01072	0		612093	25-Jan-13	C.R. FRANK POPCORN & SUPPLY	SODA FOR RESALE (8317)	06-14-34-8317	51.42
01072	0		612093	25-Jan-13	C.R. FRANK POPCORN & SUPPLY	FOOD FOR RESALE (8315)	06-14-34-8315	31.85
01072	0		612093	25-Jan-13	C.R. FRANK POPCORN & SUPPLY	SNACKS FOR RESALE (8319)	06-14-34-8319	34.10
00116	0		8409	22-Jan-13	SAM'S CLUB	SNACKS FOR RESALE (8319)	06-14-34-8319	151.23
00116	0		8409	22-Jan-13	SAM'S CLUB	COFFEE FOR RESALE (8317)	06-14-34-8317	14.28
00116	0		8409	22-Jan-13	SAM'S CLUB	MISC SUPPLIES	06-14-34-8321	37.49
01121	0		47489	22-Jan-13	TJ'S PIZZA	PIZZA FOR RESALE	06-14-34-8315	105.25
Sum of Invoices								1,050.48



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5678412	29-Jan-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/29/13)	01-16-11-7308	7.92
01550	0		452-5652205	22-Jan-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/22/13)	01-16-11-7308	<u>7.92</u>
Sum of Invoices								15.84



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00955	0		0N90MEM00200L4	30-Jan-13	HUNTER-MANNING, PAMELA	VARIOUS CARDS FOR PD EMPLOYEES	01-21-11-7306	14.83
00970	0		1852-343900	22-Jan-13	O'REILLY AUTO PARTS	12 CANS BRAKE CLNER, SHOP TWLS	01-21-11-7304	113.11
00050	0		INV0026792	15-Jan-13	REJIS	LIVESCAN CONNECTION	01-21-11-6202	50.00
00050	0		INV0026792	15-Jan-13	REJIS	IMDS ORACLE DB MAINT	01-21-11-6202	21.00
00050	0	P001462	INV0026792.	15-Jan-13	REJIS	SUBSCRIPTION FEE JAN 2013	01-21-11-6202	4,030.39
00050	0	P001497	INV0026792...	15-Jan-13	REJIS	CHARTER FIBER CONNECTION JAN 2	01-21-11-6202	855.00
00050	0	P001498	INV0026792..	15-Jan-13	REJIS	GLOBAL SOFTWARE SVCS JAN 2013	01-21-11-6213	1,102.50
00050	0	P001498	INV0026793	17-Jan-13	REJIS	FRID BADGES (2)	01-21-11-6213	15.00
00116	0		2135	30-Jan-13	SAM'S CLUB	BAND AIDS FOR FIRST AID KIT	01-21-11-6271	9.98
00939	0		172013	07-Jan-13	SZYDLOWSKI, DONALD	MAACA LUNCHEON MTG FOR DET	01-21-11-6264	15.00
01048	0		285787742	18-Jan-13	VERIZON WIRELESS	MONTHLY AIRCARD CHARGES	01-21-11-6253	40.01
Sum of Invoices								6,266.82



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00445	0		01182013	18-Jan-13	MAJOR CASE SQUAD OF GREATER ST. LOUIS	2013 ANNUAL PART AGENCY FEE	01-21-21-6262	250.00	
00050	0		INV0026792	15-Jan-13	REJIS	IMDS ORACLE DB MAINT	01-21-21-6202	<u>10.50</u>	
							Sum of Invoices		260.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00007	0		379-000646-01	28-Jan-13	BATTERIES PLUS - 270	(4) WALKIE TALKIE BATTERIES	01-21-22-6211	199.96
00096	0		135440	27-Jan-13	EVS	VARIOUS VEHICLE REPAIRS	01-21-22-6210	40.00
00094	0		159297	26-Jan-13	FIRESTONE	CAR 2404 REPLACE ALTERNATOR	01-21-22-6210	787.17
00094	0		159509	30-Jan-13	FIRESTONE	CAR 2419 - 3000 MILE SERVICE	01-21-22-6210	22.99
00094	0		159519	30-Jan-13	FIRESTONE	CAR 2424 BATTERY REPLACEMENT	01-21-22-6210	75.99
00094	0		159153	20-Jan-13	FIRESTONE	CAR 2404 REPLACE LF HDLIGHT	01-21-22-6210	37.90
00125	0		285552-01	22-Jan-13	LEON UNIFORM	UNIFORM ITEMS RESRVE OFFICER	01-21-22-5107	192.90
00125	0 P001535		279414-02	29-Jan-13	LEON UNIFORM	TROUSERS FOR P.O.	01-21-22-5107	145.00
00125	0 P001535		284571	29-Jan-13	LEON UNIFORM	UNIFORM ITEMS FOR P.O.	01-21-22-5107	125.90
00050	0		INV0026792	15-Jan-13	REJIS	14 VERIZON DATA LINES	01-21-22-6253	686.00
Sum of Invoices								2,313.81



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01048	0		2857893970	13-Jan-13	VERIZON WIRELESS	AIR CARD 12/14/12 - 1/13/13	01-31-11-6253	<u>40.01</u>	
							Sum of Invoices		40.01



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5678410	29-Jan-13	ARAMARK UNIFORM SERVICES	MOPS (1/29/13)	01-31-41-6212	8.91
01550	0		452-5652202	22-Jan-13	ARAMARK UNIFORM SERVICES	MOPS (1/22/13)	01-31-41-6212	8.91
01550	0		452-5678410	29-Jan-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/29/13)	01-31-41-7308	43.09
01550	0		452-5652202	22-Jan-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/22/13)	01-31-41-7308	43.09
00007	0		379-615917	23-Jan-13	BATTERIES PLUS - 270	BATTERY FOR DRILL AT SHOP	01-31-41-6211	34.79
00102	0		743581	17-Jan-13	BEYERS LUMBER	GUARDRAIL PARTS-FERNTOP LN	01-31-41-7311	170.71
00013	0		1763-205499	29-Jan-13	CARQUEST AUTO PARTS	AIR FILTER-CHIPPER TRK #305	01-31-41-6211	8.73
00013	0		1763-205477	29-Jan-13	CARQUEST AUTO PARTS	AIR FILTERS FOR LIMB CHIPPERS	01-31-41-6211	52.52
00013	0		1763-205215	23-Jan-13	CARQUEST AUTO PARTS	KUBOTA PARTS	01-31-41-6211	54.72
00013	0		1763-RSVD SRC	17-Jan-13	CARQUEST AUTO PARTS	CHIPPER FILTERS	01-31-41-6211	95.88
00013	0		1763-205209	23-Jan-13	CARQUEST AUTO PARTS	FUEL FILTER	01-31-41-6211	5.29
00099	0		3506636	16-Jan-13	CEEKAY SUPPLY	WELDING TOOLS	01-31-41-7302	585.19
00394	0		11-3438	24-Jan-13	CHUCK'S BOOTS	OUTERWEAR FOR STREET PERSONNEL	01-31-41-7308	109.99
00394	0		11-3403	18-Jan-13	CHUCK'S BOOTS	BOOTS/OUTERWEAR	01-31-41-7308	449.98
00205	0		Sl040507	26-Nov-12	CK POWER	PARTS FOR LEAF VACS	01-31-41-6211	25.36
00205	0		SVl013996	30-Jan-13	CK POWER	GENERATOR MAINTENANCE	01-31-41-6211	305.00
00205	0		Sl040229	15-Nov-12	CK POWER	GASKET ROCKERS	01-31-41-6211	50.72
01466	0 P001589		140041095	29-Jan-13	CROSS MIDWEST TIRE	MISC SERVICE SUPPLIES	01-31-41-6210	2.40
01466	0 P001589		140041095	29-Jan-13	CROSS MIDWEST TIRE	4 MOUNT & DISMOUNT TIRES	01-31-41-6210	48.00
01466	0 P001589		140041095	29-Jan-13	CROSS MIDWEST TIRE	4 VALVE STEMS FOR TIRES	01-31-41-6210	12.00
01466	0 P001589		140041095	29-Jan-13	CROSS MIDWEST TIRE	4 DISPOSAL OF OLD TIRES	01-31-41-6210	20.00
01466	0 P001589		140041095	29-Jan-13	CROSS MIDWEST TIRE	4 A133266 12-16.5/12 GLXY HUCL	01-31-41-6210	1,380.00
00141	0		121223	23-Jan-13	ELECTRO BATTERY	CREDIT MEMO-JUNK RETURN	01-31-41-6210	-14.00
00141	0		121225	23-Jan-13	ELECTRO BATTERY	SIDE WRENCH FOR KUBOTA 2900	01-31-41-6211	8.45
00141	0		121391	30-Jan-13	ELECTRO BATTERY	BATTERY FOR ASPHALT ROLLER	01-31-41-6211	44.04
00141	0		121392	30-Jan-13	ELECTRO BATTERY	CREDIT MEMO-JUNK RETURN	01-31-41-6211	-3.50
01591	0 P001582		01528	25-Jan-13	IMPERIAL FENCE	COEUR DE VILLE GATES	01-31-41-6212	1,567.00
01134	0		2805022	28-Jan-13	KIMBALL MIDWEST	STOCK FOR SHOP	01-31-41-6212	528.93
00156	0		0054412	15-Jan-13	L & C TRUCK REPAIR, INC.	ENGINE REPAIRS-TRUCK 204	01-31-41-6210	270.78
00103	0		465250	02-Jan-13	MIDWESTERN PEST CONTROL	PEST CONTROL SERVICE	01-31-41-7301	47.50



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
00165	0		TI-0258025	17-Jan-13	NEWMAN TRAFFIC SIGNS	LETTERS FOR SIGNS	01-31-41-7311	154.00
00608	0		77685	22-Jan-13	NORTHWEST TIRE & AUTO	WINCH FOR SALT SPREADER TRK 31	01-31-41-7310	49.90
00047	0		P98168	31-Jan-13	PAT KELLY EQUIPMENT	PIN DRIVER FOR "T" POSTS	01-31-41-7311	124.99
01413	0	P001571	9581	18-Jan-13	RAY'S TREE SERVICE	TREE PRUNING, DEAD TREE REMOVA	01-31-41-6212	2,180.00
00896	0		67409	24-Jan-13	SHAPIRO SALVAGE & SUPPLY CO.	REPAIR SALT SPREADER ON TRK319	01-31-41-7310	98.00
00437	0		012813	28-Jan-13	SHELLY'S SAFETY PLUS FIRST AID	FIRST AID SUPPLIES	01-31-41-6271	46.85
01878	0	P001574	1413324	10-Jan-13	TAPCO	MATERIAL FOR STREET SIGN UPGRA	01-31-41-7311	264.90
00562	0		21304	26-Jan-13	TRAFFIC CONTROL COMPANY	ROAD CLOSURE SIGNS	01-31-41-7311	744.00
01882	0		94783	22-Jan-13	VANGUARD TRUCK CENTER OF ST. LOUIS	REPAIRS TO TRUCK 318	01-31-41-6210	547.39
00311	0	P001586	561952	29-Jan-13	WEBER CHEVROLET	REPAIRS TO TRUCK #106	01-31-41-6210	2,673.07
Sum of Invoices								12,847.58



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	1	P001463	0346-015047294.	15-Jan-13	ALLIED WASTE	RESIDENTIAL SERVICE JAN 2013	01-31-42-6214	80,972.60
00105	1	P001464	0346-015047294	15-Jan-13	ALLIED WASTE	RECYCLING SERVICE JAN 2013	01-31-42-6217	23,443.40
01836	0		78141	12-Jan-13	CRITTER CONTROL	DEAD ANIMAL PICKUP DEC 2012	01-31-42-6214	600.00
Sum of Invoices								105,016.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-5678410	29-Jan-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/29/13)	01-31-43-7308	43.09
01550	0		452-5652202	22-Jan-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (1/22/13)	01-31-43-7308	43.09
00010	0		920982	29-Jan-13	BRANNEKY HARDWARE	SWITCHPLATE COVER	01-31-43-6212	12.99
00013	0		1763-205276	24-Jan-13	CARQUEST AUTO PARTS	OIL FILTERS FOR KUBOTAS	01-31-43-6211	12.34
00013	0		1763-205300	24-Jan-13	CARQUEST AUTO PARTS	AIR FILTERS FOR KUBOTA'S	01-31-43-6211	21.76
00013	0		1763-204967	17-Jan-13	CARQUEST AUTO PARTS	FILTERS FOR TRACTORS	01-31-43-6211	95.88
00013	0		1763-205208	23-Jan-13	CARQUEST AUTO PARTS	FILTERS FOR TRACTORS	01-31-43-6211	44.28
00394	0		11-3403	18-Jan-13	CHUCK'S BOOTS	BOOTS/OUTERWEAR	01-31-43-7308	199.99
00755	0		25963	24-Jan-13	FRY & ASSOCIATES	SWING REPAIR AT MILL. PARK	01-31-43-6212	515.67
00439	0		89147	25-Jan-13	HEAVY DUTY EQUIPMENT	HEDGE TRIMMER PARTS	01-31-43-6211	55.98
00956	0		00966126	28-Jan-13	KIRCHNER BLOCK & BRICK	CAPS/STONES FOR CONWAY PARK	01-31-43-6212	372.64
00956	0		00966125	28-Jan-13	KIRCHNER BLOCK & BRICK	STONES FOR CONWAY PARK	01-31-43-6212	427.44
00103	0		465250	02-Jan-13	MIDWESTERN PEST CONTROL	PEST CONTROL SERVICE	01-31-43-7301	47.50
Sum of Invoices								1,892.65



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00213	0		012213-1	24-Jan-13	MCLAUGHLIN COURT REPORTING SERVICES, INC	CRT RPRTER P&Z MEETING 1/24/13	01-32-11-6202	167.00	
								Sum of Invoices	167.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00275	0		17520-11002 1/13	15-Jan-13	AMERENUE	MONTHLY CONNECT REPORTS	01-32-61-6262	150.00
00005	0		1662598	15-Jan-13	AMERICAN STAMP METROPOLITAN FIRE MARSHALS	STAMPADS FOR PLAN REVIEW	01-32-61-7304	103.12
00316	0		011013	10-Jan-13	ASSOCIATION	MEMBERSHIP RENEWAL-WOODS	01-32-61-6262	25.00
01435	0		649	03-Jan-13	MOSEIA	SOLAR PANEL SEMINARS-S. BOLLS	01-32-61-6261	125.00
01435	0		649	03-Jan-13	MOSEIA	SOLAR PANEL SEMINARS-D. WOODS	01-32-61-6261	125.00
01770	0		5268314	24-Jan-13	SLACE	MEMBERSHIP DUES-BOLLS	01-32-61-6262	35.00
01048	0		2853326521	04-Jan-13	VERIZON WIRELESS	TABLETS FOR INSPECTORS	01-32-61-6253	150.00
Sum of Invoices								713.12



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

2/6/2013

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
00606	0	P001545	FINAL PAY	01-Feb-13	HORNER & SHIFRIN INC	LADUE SIDEWALK IMP-DESIGN	02-61-71-9510-13605	137.50	
00880	0	P001433	PAY #8	01-Feb-13	INTUITION & LOGIC	ENGINEERING DESIGN SERVICES FO	02-61-71-9509-12522	2,890.39	
00240	0	P001444	138536	28-Jan-13	KEY EQUIPMENT & SUPPLY CO	20 CY SELF CONTAINED LEAF VAC	02-61-71-9516	36,945.00	
00303	0		10221916	09-Jan-13	MISSOURI LAWYERS MEDIA	REQUEST FOR BIDS-LADUE SIDEWAL	02-61-71-9510-13605	777.00	
01178	1	P001528	130023-650	29-Jan-13	NAVISTAR FINANCIAL CORP	2013 TRUCK W/PLOW & SALT SPRDR	02-61-71-9516	<u>113,579.00</u>	
							Sum of Invoices		154,328.89
GRAND TOTAL OF ALL INVOICES									308,966.68

AN ORDINANCE AMENDING SECTION 405.470 CONDITIONAL USES, OF ARTICLE VI STANDARDS FOR PERMITTED, ACCESSORY AND CONDITIONAL USES OF THE ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI TO INCREASE THE LIMITATION OF RESTAURANTS FROM TWENTY-FIVE PERCENT (25%) TO FORTY PERCENT (40%) OF RETAIL OR OFFICE BUILDING ON SITES OF LESS THAN TWO ACRES IN THE "CB" CORE BUSINESS, "PO" PLANNED OFFICE, "PC" PLANNED COMMUNITY, AND "LI" LIGHT INDUSTRIAL DISTRICTS.

WHEREAS, an application by Adrian Glass, of the Post Sports Bar & Grill was submitted for a conditional use permit and text amendment, for a 5,214 square-foot, eating and drinking establishment in the former Growlers Pub space at 763 Old Ballas Road, where the square footage represents 32% of the Old Ballas Place Shopping Center; and,

WHEREAS, Section 405.470(14) prohibits restaurants located within a retail or office building to collectively occupy more than twenty-five (25%) of the building square footage; and,

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

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Tuesday, January 22, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments at its meeting on Tuesday, January 22, 2013; and,

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

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

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

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

SECTION 1: Section 405.470 Conditional Uses of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

14. Eating and drinking establishments. Shall be located on sites of not less than two (2) acres with the following exceptions:
 - a. The acreage requirement does not apply to properties within the "GC" District;
 - b. The acreage requirement does not apply to restaurants in the "CB", "PO", "PC" and "LI" Districts that are located within a retail or office building; provided that such restaurants do not collectively occupy more than forty percent (40%) of the building square footage; and
 - c. In the "MX" District restaurants cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings.

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

ADOPTED THIS ____ DAY OF _____, 2013.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
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

#12-043 TEXT AMENDMENT TO ELIMINATE THE REGULATION RESTRICTING RESTAURANTS TO 25% OF RETAIL AND OFFICE BUILDINGS ON SITES OF LESS THAN TWO ACRES

FOR THE MEETING OF: January 22, 2013

LOCATION: "CB" Core Business District, "PO" Planned Office District, "PC" Planned Community District, and "LI" Light Industrial District

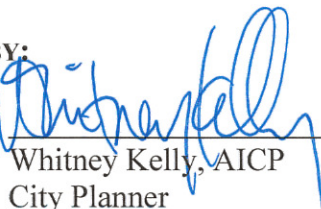
REQUEST: Adrian Glass, of the Post Sports Bar and Grill, has proposed a text amendment that eliminates the regulation restricting restaurants to 25% of retail and office buildings on sites of less than two acres in the "CB" Core Business District, in order to locate in the former Growlers Pub space at 763 Old Ballas Rd. Staff further recommends eliminating the provision in the CB, PO, PC and LI districts as well.

ADDITIONAL INFORMATION:

Section 405.470(14) of the Zoning Code states that restaurants in the "CB", "PO", "PC" and "LI" District shall not be located on sites of less than two acres unless they collectively occupy less than twenty-five percent (25%) of the building square footage. This effectively limits them to 25% of the floor area in several small retail centers in the city.

APPLICANT: Adrian Glass
The Post Sports Bar and Grill
7372 Manchester Rd.
Maplewood, MO

REPORT PREPARED BY:


Whitney Kelly, AICP
City Planner

Key Issues:

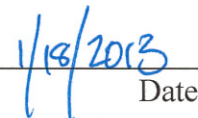
- Does this request further the goals and/or implement the Comprehensive Plan?
- Is this a reasonable exercise of zoning authority?

Comp. Plan References

- Central Business District Action Area

Zoning Code References

- Section 405.470 Conditional Uses
- 405.610 Non-Conformities


Date

ATTACHMENTS: Draft Ordinance
Applicant's Request submitted November 26, 2012

INTRODUCTION

Adrian Glass submitted an application for a conditional use permit to use the 5,214 square-foot former Growlers Pub space at 763 Old Ballas Road. This space represents 32% of the building square footage on a site that is less than two acres in area. Growlers Pub operated under a pre-existing, nonconforming conditional use permit from 1991 (refer to discussion for the CUP with application #12-042 for further information). Section 405.610(C)(8) of Non-Conforming Uses states that in the event that the non-conforming use of any building or premises is discontinued for a period of one year, regardless of any reservations of an intent not to abandon or resume such use, any subsequent use or occupancy of such structure shall comply with provisions of this Chapter including those of the zoning district in which the structure is located. Growlers Pub vacated the space approximately 2 years ago, so any prior pre-existing rights are no longer attached to this property. The property is located in the “CB” Core Business District.

In 2004, City Council approved a text amendment restricting eating and drinking places to 25% of the building square footage within retail or office building for the “CB” Core Business District, “PO” Planned Office District, “PC” Planned Community District, “LI” Light Industrial District, and “MX” Mixed-Use District on sites of less than two acres. The limitations of restaurants were not included in the “GC” General Commercial District.

In May 2012, the Planning and Zoning Commission, reviewed and recommended approval of a request to eliminate the provision in the “MX” Mixed Use District. The City Council subsequently elected to increase the restriction from 25% to 40%, instead of eliminating restriction altogether.

Note that the applicant has only requested an amendment to the “CB” Core Business District. If approved, however, only the “PO,” “PC” and “LI” districts would still have the restriction. This difference in regulation would not appear to have a rational basis since restaurants within small shopping centers do not have a significant presence in those districts, so staff requests that the application be amended to include all of the remaining districts still subject to the 25% limit. Further, the following discussion revolves around issues that are equally applicable to all affected districts, regardless of the specific subject of the amendment.

DISCUSSION

Comprehensive Plan Review:

The “CB” Core Business District, and “PO” Planned Office District falls under the East Olive Corridor, West Olive Corridor, Commerce Center and Central Business District Action Areas of the Comprehensive Plan. The Comprehensive Plan doesn’t provide much direction regarding the specific mix of uses other than to indicate that within the Central Business District Action area, recommendations for Residential Preservation and Economic Development include:

- Mix of Uses - It is desirable that the Central Business District include a mix of uses, including, retail, entertainment, cultural activities, office, residential, and civic uses, but the mix of these uses will be determined based on the market analysis. (p. 81)

By increasing the allowable square footage of restaurants within the building, they could limit the other uses within the same building/shopping center. However, the mix of uses is to be market driven (per the above Comprehensive Plan goal) and Staff is seeing market interest for more restaurants in some areas of the City. Given that there is no such restriction in the “GC” General Commercial District, and Staff is unaware of any problems as a result, it is not

anticipated that the market push would be so great that it would eliminate all other uses. However, if the Commission is uncomfortable with completely eliminating such restriction in the effort to maintain a mix of uses, then Staff recommends revising the request to increasing the allowable mix from 25% to 40% to match the recent change in the "MX" District.

Zoning Regulations:

Currently the Code reads as follows:

SECTION 405.470: CONDITIONAL USES

14. Eating and drinking establishments. Shall be located on sites of not less than two (2) acres with the following exceptions:

- a. The acreage requirement does not apply to properties within the "GC" District;
- b. The acreage requirement does not apply to restaurants in the "CB", "PO", "PC" and "LI" Districts that are located within a retail or office building, provided that such restaurants do not collectively occupy more than twenty-five percent (25%) of the building square footage; and
- c. In the "MX" District restaurants cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings.

Any intent of the districts and character of the developments are established through the quality of the site planning and quality of the architecture reviewed under the site development plan process. The coming and going of individual tenants within the development will not significantly affect those characteristics. For those uses that could create an impact, they are further reviewed through the conditional use permit process, which looks at specific uses in relation to the site. All restaurants in the City require a conditional use permit with Planning and Zoning Commission's review and City Council approval, where site related issues, including parking, are examined. There is no reason to believe that increasing the allowable square footage for a restaurant would be out of character for the district as long as the purposes of the district are maintained in the design, rather than the design being tailored to one use (restaurant).

CONCLUSION AND ACTION

The character of development is established through the site development plan review process, where all aspects of the development are examined to ensure that any development meets with the intent of the Comprehensive Plan, Design Guidelines, and the district regulations of Zoning Code, including site coverage and landscaping, are met. The quality of the site development plan and architecture establishes the character of the development. Which individual tenants within a building come and go would not likely alter this character. For those uses that are already known to have potential impact; the City reviews those on an individual basis through the conditional use permit process that specifically looks at the site characteristics, vis-à-vis the use. Thus, in Staff's opinion, the limit of the 25% seems unnecessary, when all other site related conditions are examined under a separate process.

Therefore, Staff recommends the following text amendment:

SECTION 405.470: CONDITIONAL USES

14. Eating and drinking establishments. Shall be located on sites of not less than two (2) acres with the following exceptions:
- a. The acreage requirement does not apply to properties within the "GC" District;
 - b. The acreage requirement does not apply to restaurants in the "CB", "PO", "PC" and "LI" Districts that are located within a retail or office building; ~~provided that such restaurants do not collectively occupy more than twenty-five percent (25%) of the building square footage;~~ and
 - c. In the "MX" District restaurants cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings.

MOTION

If the Planning Commission has chosen to accept the draft ordinance as written, the following would be a suitable motion for this application:

"I move to recommend approval of Application #12-043, for a text amendment to eliminate the limit of eating and drinking places to 25% of the total building square-footage located on sites of under two acres, in all affected districts, as described in the staff report dated January 22, 2013."

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.

AN ORDINANCE AMENDING CHAPTER 405.470 CONDITIONAL USES, OF ARTICLE VI STANDARDS FOR PERMITTED, ACCESSORY AND CONDTIONAL USES OF THE ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI TO ELIMINATE THE LIMITATION OF RESTAURANTS TO TWENTY-FIVE PERCENT (25%) OF RETAIL OR OFFICE BUILDING IN THE "CB" CORE BUSINESS, "PO" PLANNED OFFICE, "PC" PLANNED COMMUNITY, AND "LI" LIGHT INDUSTRIAL DISTRICTS.

WHEREAS, an application by Adrian Glass, of the Post Sports Bar & Grill for a conditional use permit for a 5,214 square-foot, eating and drinking in the former Growlers Pub space at 763 Old Ballas Road, where the square footage represents 32% of the Old Ballas Place Shopping Center; and,

WHEREAS, Section 405.470(14) prohibits restaurants located within a retail or office building to collectively occupy more than twenty-five (25%) of the building square footage ; and,

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

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Tuesday, January 22, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of _____ recommended approval of the subject amendments at its meeting on Tuesday, January 22, 2013; and,

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

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

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

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

SECTION 1: Section 405.470 Conditional Uses of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended as follows:

SECTION 405.470: CONDITIONAL USES

BILL NO. _____

ORDINANCE NO. _____

14. Eating and drinking establishments. Shall be located on sites of not less than two (2) acres with the following exceptions:
- a. The acreage requirement does not apply to properties within the "GC" District;
 - b. The acreage requirement does not apply to restaurants in the "CB", "PO", "PC" and "LI" Districts that are located within a retail or office building; ~~provided that such restaurants do not collectively occupy more than twenty-five percent (25%) of the building square footage;~~ and
 - c. In the "MX" District restaurants cannot be located on sites that adjoin or abut property within an "A", "B", "C" or "D" Single-Family Residential District or that adjoin or abut property within an "AR" Attached Single-Family Residential District used for attached single-family dwellings including town homes or duplexes but excluding multi-family dwellings.

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

ADOPTED THIS ____ DAY OF _____, 2013.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

Rationale – Text Amendment

Description of Request:

We are looking to open a restaurant (**The Post Sports Bar & Grill**) at 763 Old Ballas Pl. This is where Growlers had previously operated. We are a full service restaurant & bar serving a wide variety of food. We would like to use the entire 5,214 square feet of space as a restaurant. This is the amount of space Growlers used. This comprises roughly 32% of the total building square footage. Therefore we are hoping to get a text amendment from the City Council which would allow us to utilize the entire 5,214 square feet as a restaurant. The additional 7% of space (over the 25%) is paramount for kitchen and storage space. We currently operate a store in Maplewood and have roughly 5,550 square feet, so we know how to best utilize this amount of space for our operations. As the entire 5,214 square feet of space was previously being used by Growlers without any known issues, we wouldn't foresee any issues with the neighboring commercial community.

Affected Section(s) of the Zoning or Subdivision Code:

CB (Core Business District)

Proposed Ordinance Language:

Eliminating the limit of eating and drinking establishments to twenty-five percent (25%) of building square footage in "CB" Core Business District.



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

January 23, 2013

Mr. Adrian Glass
The Post Sports Bar and Grill
7372 Manchester Road
Maplewood, MO 63143

Re: Record of Planning Commission Decision on Application #12-043

Mr. Glass:

The Planning and Zoning Commission, at its meeting of January 22, 2013, reviewed your request to eliminate the regulation restricting restaurants to 25% of the gross floor area in retail and office buildings on sites of less than two acres.

By unanimous vote, the Planning Commission voted to amend the request by increasing the maximum percentage to 40%, rather than eliminate it altogether. The Commission then voted unanimously to recommend approval of Application #12-043, as amended. The first reading of the draft ordinance by the City Council is scheduled for Monday, January 28th, 2013. 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

Excerpts of Public Hearign TranscriptsPZ 012213.txt
PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, JANUARY 22, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chairman

Mr. Michael Barton

Mr. James Faron

Ms. Cynthia Kramer

Mr. James Schnarr

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, Director of Community Development

Ms. Whitney Kelly, City Planner

Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

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

4772 Gatesbury Drive

St. Louis, MO 63128

(314)487-2259

CHAIRMAN MADDEN: Okay. And that'll move us to

our second public hearing, Application No. 12-043:

Approval of a text amendment to eliminate the regulation

restricting restaurants to 25 percent of the retail and

office -- office buildings on sites of less than 2 acres.

Page 1

6 We all have to be sworn in again for this?

7 Okay.

8 MR. LUMLEY: Maybe before you start, I'd suggest
9 a motion to incorporate the record of the prior hearing
10 into this, so folks don't feel like they have to repeat
11 themselves.

12 CHAIRMAN MADDEN: Okay. Does anyone want to
13 make that motion?

14 MS. KRAMER: Move to incorporate this into the
15 previous hearing.

16 MR. FARON: Second.

17 CHAIRMAN MADDEN: All in favor?

18 (All said Aye.)

19 CHAIRMAN MADDEN: Okay. You guys got to get
20 sworn in again.

21 MR. LUMLEY: But nobody has to repeat
22 themselves.

23 (Speakers were sworn by the court reporter.)

24 MS. KELLY: I'll go first.

25 CHAIRMAN MADDEN: Okay.

1 MS. KELLY: Whitney Kelly, City Planner, on ¹⁶
2 behalf of the City of Creve Coeur.

3 Again, the text amendment came out of the
4 previous application for the CUP for the former Growlers
5 space.

6 Much of this discussion is similar to the
7 discussion that we had with the MX District.

8 The character of the building and the character
9 of the site is established through site development plan
10 review and architectural review.

Excerpts of Public Hearign TranscriptsPZ 012213.txt
11 Changing out the number of restaurants within
12 that space would not alter the site.
13 This -- the current site for this application,
14 while it would affect all of the CD District, the Planned
15 Office and the LI District would have to be changed, but
16 this site, the character's already been established.
17 There is plenty of parking available on the site, and,
18 therefore, we see no reason why we should limit
19 restaurants to 25 percent of the building's square
20 footage.
21 CHAIRMAN MADDEN: Any questions for Whitney?
22 Is there anybody in the audience that has a
23 question for Whitney or a comment? No. Okay.
24 That'll end -- formally end the public hearing.
25 (The public hearing was ended.)

17

30

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 Hearings 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
Page 3

Excerpts of Public Hearign TranscriptsPZ 012213.txt

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

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1 Excerpts of Public Hearing Transcripts PZ 012213.txt
2 PLANNING AND ZONING COMMISSION PUBLIC HEARING
3 CITY OF CREVE COEUR, MISSOURI
4 300 NORTH NEW BALLAS ROAD
5 TUESDAY, JANUARY 22, 2013
6 7:00 P.M.
7
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10 Mr. Michael Barton
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12 Ms. Cynthia Kramer
13 Mr. James Schnarr
14 Mr. Carl Lumley, City Attorney
15 Mr. Paul Langdon, Director of Community Development
16 Ms. Whitney Kelly, City Planner
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7 Mr. James Faron?
8 MR. FARON: Present.
9 CHAIRMAN MADDEN: I don't see Mr. Howard.
10 Ms. Cynthia Kramer?
11 MS. KRAMER: Present.
12 CHAIRMAN MADDEN: Mr. Jim Schnarr?
13 MR. SCHNARR: Present.
14 CHAIRMAN MADDEN: Carl Lumley, our City
15 Attorney?
16 MR. LUMLEY: Present.
17 CHAIRMAN MADDEN: Paul Langdon, our Director of
18 Community Development?
19 MR. LANGDON: Present.
20 CHAIRMAN MADDEN: Whitney Kelly, our City
21 Planner?
22 MS. KELLY: Present.
23 CHAIRMAN MADDEN: And, Judy Lowery, our
24 Recording Secretary?
25 MS. LOWERY: Present.

1 CHAIRMAN MADDEN: So No. 6. It's a public 2
2 hearing. Application No. 12-042: Approval of a new
3 conditional use permit for the Post II Sports Bar and
4 Grill at 763 Old Ballas Road in the Core Business Zoning
5 District.
6 Anybody that might be speaking on this, please
7 come up here and be sworn in, please, will you please,
8 right over here in front of this table if you -- any
9 chance you might speak, it'll save us a lot of time.
10 (Speakers were sworn by the court reporter.)
11 CHAIRMAN MADDEN: Adrian Glass, are you going to

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12 be handling this or --

13 MR. GLASS: I will be speaking during a portion
14 of this.

15 CHAIRMAN MADDEN: Okay.

16 MR. GLASS: Bill will lead off, however.

17 CHAIRMAN MADDEN: Okay. Could you, for the
18 record, state your name -- state your name and address,
19 please.

20 MR. BIERMANN: Sure. Bill Biermann, 1795
21 Clarkson Road, Suite 190, Chesterfield 63017.

22 And I'm here this evening on behalf of the
23 landlord on the subject at 763 Old Ballas Road.

24 And I would just like to let the Commission know
25 that, obviously, we are -- we are very excited to have the

1 potential of a new tenant that we believe will bring a ³
2 much needed service to the area that we believe is
3 lacking, and we're excited to get -- get them in there and
4 work with them.

5 And if you have any questions, I'll be glad to
6 answer them for you.

7 Thank you.

8 CHAIRMAN MADDEN: Thank you.

9 MR. GLASS: Hello, my name is Adrian Glass.

10 I'm with the Post Sports Bar and Grill. And
11 currently we're located 7372 Manchester Road in Maplewood.

12 I'd like to start off by actually reading a
13 letter on behalf of Jeannine Beck. She's the Director of
14 the Chamber of Commerce in Maplewood.

15 "Dear Commissioners: Next week the Post Sports
16 Bar and Grill will be awarded the 2012 Maplewood Business
17 of the Year.

18 Their nomination was supported by fellow
19 business owners, elected officials and citizens, and is
20 indicative of the great respect the Post has earned from
21 our community.

22 This is only the latest honor to be bestowed
23 upon the Post. They're a regular winner in the Bearing
24 Readers Choice and Best of Awards Around Town.

25 The level of success the Post Sports Bar and

1 Grill experience is uncommon considering how many
2 restaurants fail within the first year.

3 The credit for their success lies in outstanding
4 ownership team that has vision and a meticulously thought
5 out business plan.

6 More importantly, they've remained focused on
7 the basics; creative menu, outstanding food and
8 exceptional customer service. There's no doubt that the
9 Post has been an asset to the City of Maplewood.

10 The Post draws visitors from all over St. Louis,
11 who otherwise wouldn't have rediscovered Maplewood's
12 transformation over the last decade.

13 They've also been a generous and involved
14 corporate citizen from adopting a family over the holidays
15 to coaching various youth sports leagues in Maplewood.

16 Perhaps less important, yet still worthy of
17 mentioning, is that the owners of the Post Sports Bar and
18 Grill are every bit as professional, genuine and sincere
19 as they appear. The Chamber has worked primarily with
20 Adrian Glass and Bill Cipriani, both of whom are highly
21 respected in our community.

22 We're fortunate that they chose Maplewood to

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23 open their doors for their first location, and have no
24 doubt that Creve Coeur will experience the same benefit in
25 adding the Post Sports Bar and Grill to the business

1 community. 5

2 The Post is a local sports bar. We opened back
3 in 2009 when we opened the New York Times, the Washington
4 Post and the Fancy Sports Business Journal, all dubbed us
5 the -- the nation's very first fantasy sports bar, so
6 that's something that we're very proud of.

7 As Jeannine eluded to, in four short years we
8 have racked up a lot of awards. In 2009 we were voted
9 Best Sports Bar by Metromix and Fox 2 News. In 2010 we
10 received the same accolades from Riverfront Times, as well
11 as Sauce -- or St. Louis Magazine. In 2011, Sauce
12 Magazine and The Riverfront Times, again, awarded us Best
13 Sports Bar in St. Louis. And then in 2012 St. Louis
14 Magazine, Sauce Magazine, The Brentwood-Maplewood Patch
15 awarded us with the best sports bar in St. Louis. And
16 we're very proud, actually, CNN voted us the top 101
17 sports bars in the nation in 2012.

18 We serve a full menu, everything from
19 appetizers, soups, salads, burgers, chicken sandwiches,
20 wraps to homemade pizzas, baked wings. Cheese steaks are
21 really our specialty.

22 And we strive to offer the combination of the
23 excitement of attending the game in person with the
24 comfort of watching the game at home, and that's something
25 that we really pride ourselves on, and think that -- that

1 we do a good job of. 6

2 A portion of our mission statement, again, as --
Page 5

3 as Jeannine mentioned, kind of revolved around giving back
4 to the community. I mean we currently do so via multiple
5 donation practices, as well as time commitments.

6 We understand that the City of Creve Coeur
7 currently has an ordinance in place that stipulates that
8 no restaurant should exceed 25 percent of a total building
9 square footage, and we're asking for a variance from that.

10 We really think this Growlers space is the
11 perfect space for us to operate. Used to be an existing
12 restaurant, the exact same size. We're not asking to, you
13 know, to double the footprint or anything like that.

14 And based on our business model, as well as our
15 product offerings, we really can't economically run a
16 viable business in a smaller space than -- than that, so
17 that's why we're asking for the variance.

18 And we really do believe that the Creve Coeur
19 community would do us well; that we'd operate well in this
20 community, and that we also fit the need for a sports bar
21 here in Creve Coeur.

22 So we very much thank you for your time and your
23 consideration in this matter.

24 CHAIRMAN MADDEN: Any questions?

25 MR. SCHNARR: What percentage of the building

1 are you going to operate in? 7

2 MR. GLASS: I believe roughly 31 percent.

3 MR. SCHNARR: Okay.

4 MR. GLASS: Yeah.

5 CHAIRMAN MADDEN: Yeah.

6 MR. FARON: You're going to occupy the same
7 space, right?

8 MR. GLASS: It'll be the exact same space, yes.

9 MR. FARON: And -- and the, I'll say the cold
10 climate, you're going to take the patio and use that as a
11 brewing -- I mean how are you going to do --

12 MR. GLASS: No, not brewing, no, we'll have
13 similar to what Growlers had, the -- the awning that
14 would -- that would fold down.

15 MR. FARON: The heat lamps --

16 MR. GLASS: Exactly.

17 MR. FARON: -- and things like that?

18 MR. GLASS: Exactly.

19 MR. FARON: I think I read something there.

20 And --

21 MR. GLASS: So it will be utilized as exterior
22 seating, but in the winter, we'll be able to -- to
23 still --

24 MR. FARON: Block the wind --

25 MR. GLASS: Exactly, operate in that area.

1 MR. FARON: And your hours are going to be
2 roughly the same as theirs?

3 MR. GLASS: Hours will be the same as Maplewood,
4 so that's eleven o'clock to midnight Sunday through
5 Tuesday, and then eleven o'clock a.m. until one o'clock in
6 the morning Wednesday through Saturday. And we're open
7 lunch all the way on, we don't close the doors.

8 MR. FARON: And there's going to be an
9 additional fire exit to the parking, is that correct?

10 MR. GLASS: Correct, yeah.

11 MR. FARON: And -- and looking at the plans, was
12 there a door to the mechanical room, I guess I just
13 glanced at it quickly, I -- just curious? I --

14 MR. GLASS: Mike, would you like to answer that?

15 MR. FARON: It's probably not a big issue but,

16 unless it's not going to be there.

17 CHAIRMAN MADDEN: Do you have it?

18 MS. KELLY: Yeah, I have it.

19 CHAIRMAN MADDEN: Okay. Whitney's got it.

20 MR. GLASS: Thank you, Whitney.

21 MS. KELLY: This is a -- the door that's already

22 existing for the door, but no mechanic -- no door in the

23 mechanical.

24 MR. FARON: How will you access that?

25 MR. GLASS: No, that's -- there should be a door

1 there. There should actually be two doors there, one from⁹

2 the office and --

3 MR. FARON: Okay.

4 MR. GLASS: -- so one from the office here and

5 one from the restroom.

6 VOICE IN THE AUDIENCE: Yeah, mechanical space.

7 MR. GLASS: Yeah, I don't know why this plan

8 does not have a doorway there.

9 MR. FARON: Well, I'm sure it will be resolved

10 for permit and --

11 MR. GLASS: Yeah.

12 MR. FARON: -- I just -- not a big deal.

13 MR. GLASS: Good question though.

14 MR. FARON: Yeah. No problem. Thank you for

15 your time --

16 MR. GLASS: You're welcome.

17 MR. FARON: -- in answering my questions.

18 CHAIRMAN MADDEN: Any other questions?

19 Is there anybody in the audience that has a
20 question or comment?
21 Okay. That'll end the official public --
22 I'm sorry, Whitney, I didn't know you were going
23 to --
24 MS. KELLY: Whitney Kelly on behalf of the City
25 of Creve Coeur.

1 Again, this is a new conditional use permit. ¹⁰ We
2 are asking for repeal of the prior ordinance.

3 As was stated, Growlers assumed a previous CUP
4 that limited the restaurant square footage to 2500 square
5 feet.

6 Back in 1996, they started construction without
7 building permits to expand the space in -- for -- in the
8 kitchen back area.

9 However, at the time the CUP was never updated.
10 The space does represent approximately 32 percent of the
11 building square footage.

12 In 2004 the Code was revised to limit
13 restaurants on sites of less than 2 acres to 25 percent of
14 the building square footage.

15 So in addition to the CUP the next item for
16 discussion will be an amendment to that ordinance to allow
17 for a text amendment to allow for greater percentage of
18 restaurant space within those buildings.

19 However, while the Applicant has said that they
20 could not utilize this space without that text amendment,
21 we have included a condition that says that for some
22 reason they do not get that text amendment, the restaurant
23 could still work at 4,000 square feet, which is --
24 represents 25 percent of the building square footage.

4 CHAIRMAN MADDEN: You need to come up.
5 MR. FARON: It is being recorded. Sorry.
6 MR. BIERMANN: All right.
7 MR. FARON: It's my fault.
8 MR. BIERMANN: I would point out that, first
9 off, we've been trying to lease this space for almost two
10 years, so if that tells you anything.
11 And then also, I believe if you do cut off that
12 back portion and separate it, I believe, and I -- if it's
13 not correct, it's not intentional, I think that -- I
14 believe there's no windows back there, it's just that
15 door. And -- yeah, okay, there's definitely no window, so
16 it might not be very viable.
17 MR. FARON: That's -- that's kind of leading
18 that, you know, what options do you have other than
19 storage, but that's fine.
20 CHAIRMAN MADDEN: Cynthia.
21 MS. KRAMER: I wanted to actually ask Mr. Glass
22 a question. Could --
23 MR. GLASS: Yes.
24 MS. KRAMER: Thank you so much for everything.
25 Could you just please explain, you had mentioned

1 because of your business model and the way that you
2 operate, you would need the full amount of space. Could
3 you just, for the record, tell us why?
4 MR. GLASS: Yeah, current -- well, the current
5 model that we operate in Maplewood, we use around the same
6 square footage. A good portion of that is storage, based
7 on the number of seats that we want, and then broken out
8 the ratio of kitchen space that we need in order to -- or
9 in order to offer the menu items that we currently offer.

10 We can't take any space away from the kitchen,
11 and thereby, you know, we'd have to eliminate restaurant
12 seating area, and that's not something I would feel
13 comfortable doing, being that I haven't ventured into that
14 realm yet.

15 MS. KRAMER: Sure.

16 MR. GLASS: We have a business model that's
17 proven successful so far, so I'd like to -- to stick with
18 that.

19 MS. KRAMER: And then could you just, so we have
20 a full understanding of how the restaurant operates in
21 Maplewood, so people come in and they hang out and they're
22 watching the sports games and everything, so your turnover
23 and kind of how many people you expect to get, it's
24 probably -- are the numbers of seating -- so that's an
25 important piece of it for you?

1 MR. GLASS: Yes. Yes. Because we operate at¹⁴
2 max capacity, I'd say in Maplewood anyways, roughly 50 to
3 60 times a year, and that's really where -- where we're
4 able to start getting above the break even point is on
5 those -- those max capacity days, so if we shrunk that max
6 capacity down, it would be much more difficult for us
7 to -- to operate as a profitable entity.

8 MS. KRAMER: I've heard restaurants usually
9 operate on pretty small margin.

10 MR. GLASS: Yeah.

11 MS. KRAMER: Thank you.

12 MR. GLASS: You're welcome.

13 CHAIRMAN MADDEN: Anything else, Whitney?

14 Anything for Whitney?

15 Okay. Thank you.
16 That'll formally end the public hearing.
17 (The public hearing was ended.)
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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 Hearings 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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**AN ORDINANCE REPEALING CONDITIONAL USE PERMIT ORDINANCE 1479
AND AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR
A 5,214 SQUARE-FOOT EATING AND DRINKING ESTABLISHMENT LOCATED AT
763 OLD BALLAS ROAD WITHIN THE OLD BALLAS PLACE BUILDING.**

WHEREAS, under Section 405.370(C), all eating and drinking places in the “CB”, Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Adrian Glass, of the Post Sports Bar & Grill for a conditional use permit for a 5,214 square-foot, eating and drinking establishment with 93 indoor seat and 36 seasonal outdoor seats, at 763 Old Ballas Road, located at the southwest corner of Olive Boulevard and Old Ballas Road; and

WHEREAS, a separate application was submitted by Adrian Glass, of the Post Sports Bar & Grill to allow more than 25% of a building as restaurant in the “CB” Core Business District; and,

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Tuesday, January 22, 2013, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on January 22, 2013; and

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

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

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

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

Section 1: Ordinance Number 1479 is hereby repealed.

Section 2: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a restaurant located at 763 Old Ballas Road, located at the southwest corner of Olive Boulevard and Old Ballas Road, in the "CB" Core Business zoning district, whose legal description is as follows:

A track of land in the East fractional $\frac{1}{2}$ section 3 Township 45 N. Range five E. and described as beginning at the intersection of the South line of all of Street Road 60 feet wide with the west line of old Ballas Road 40 feet wide thence along the south line of all of Street Rd., South $74 - \frac{1}{4}$ degrees West to its intersection with the east line of property conveyed to August Elgasser by deed recorded in book 59 page 308 of the St. Louis County records thence along the east line of said property so conveyed South $0^{\circ} 02$ minutes east 261.90 feet to the north line of property conveyed to Creve Coeur mutual Telephone Company by deed recorded in book 1092 page 58 of said County records thence along said North line South $89^{\circ} 52$ minutes east 226.98 feet to a point in the West line of Old Ballas Road thence along the west line of said road North $0^{\circ} 04$ minutes east 326.43 feet to the beginning. Excepting therefrom that part condemned by state of Missouri in clause number 265592 of the Circuit Court of St. Louis County Missouri and excepting that part conveyed to the city of Creve Coeur by instrument recorded in book 6893 page 2224.

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

1. The conditional use permit shall be for the operation of 5,214 square-foot eating and drinking establishment at 763 Old Ballas Road, subject to the approval of a text amendment to allow for such use above 25% of the total building square footage.
2. Maximum seating permitted is limited to 93 seats for indoor dining, and 36 seats for outdoor seasonal dining.
3. Hours of operation shall not exceed 11:00 am to 1:30 am, seven (7) days per week. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, the catering of special events.
4. There shall be no outdoor storage or placement of any materials or equipment.
5. Employee parking, delivery and company vehicles shall be parked rear parking area behind the building line or as far from the public right-of-way as possible.
6. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code
7. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
8. Any mechanical equipment installed for the site shall be properly screened with approved materials.
9. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
10. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit

shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

11. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
12. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 3 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS ____ DAY OF _____, 2013.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
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 THE PLANNING AND ZONING COMMISSION #12-042 FOR A NEW CONDITIONAL USE PERMIT FOR THE POST II SPORTS BAR AND GRILL AT 763 OLD BALLAS ROAD

FOR THE MEETING OF: January 22, 2013

LOCATION: 763 Old Ballas Road

REQUEST:

Adrian Glass, of the Post Sports Bar & Grill, has submitted a request for a conditional use permit for a 5,214 square foot eating and drinking establishment, at 763 Old Ballas Road in the space formerly occupied by Growlers Pub. The restaurant will have 93 indoor seats and 36 outdoor seats.

ADDITIONAL INFORMATION:

The property is zoned "CB" Core Business District. Approval of the CUP for the requested square footage is dependent upon approval of a separate application by Adrian Glass to allow more than 25% of a building as restaurant. The property is zoned "CB" Core Business District. All eating and drinking places are permitted by conditional use permit in the "CB" Core Business District [Section 405.370(C)(1)(g)].

Key Issues:

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

Comp. Plan References

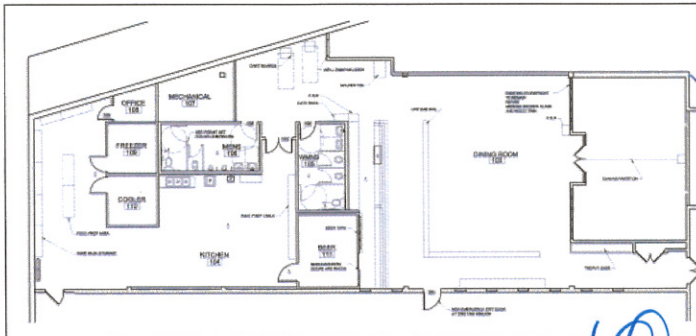
- Health and Connectivity Goals
- Design Guidelines: Streetscape/Pedestrian Orientation

Zoning Code References

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

APPLICANT: Adrian Glass
The Post Sports Bar and Grill
7372 Manchester Rd.
Maplewood, MO

PROPERTY OWNER: B. Michael Margiotta
Old Ballas Place Investors, LLC
1045 South Mills Rd, Suite 1
Town & Country, MO 63017



REPORT PREPARED BY:

[Handwritten signature]

01/18/2013

Date

ATTACHMENTS: Applicant's Letter/Rational submitted on November 7, 2012
Applicant's Materials submitted November 26, 2012
Draft Ordinance
Ordinance Number 1479
Public Comment received by January 17, 2013

PROPOSAL AND ZONING HISTORY

The applicant proposes to utilize the space that was formerly occupied by Growlers Pub. The original CUP (Ordinance #1479) for this space was issued in 1991 for what was the Creve Coeur Inn. The original CUP allowed a 2,500 square-foot restaurant, and only references seating for the outdoor, seasonal area with a maximum of 24 seats. However, in 1996, the restaurant was expanded to the current square footage of 5,214 sq. ft. with work begun without obtaining a building permit, or revising the conditional use permit. It is unclear why the conditional use permit was never revised. Growlers Pub assumed the CUP after this point, and was issued an occupancy permit, but the CUP was still not amended to reflect the increased area. In 2004, the Zoning Code was changed to limit eating and drinking establishments to 25% of the building square footage. Thus Growlers Pub became non-conforming with respect to its CUP and the Zoning Code since the restaurant space represents 32% of the retail building square footage.

Section 405.610(C)(8) of Non-Conforming Uses states that in the event that the non-conforming use of any building or premises is discontinued for a period of one year, regardless of any reservations of an intent not to abandon or resume such use, any subsequent use or occupancy of such structure shall comply with provisions of this Chapter including those of the zoning district in which the structure is located. Growlers Pub vacated the space approximately two years ago, so no non-conforming rights attach to the space.

The Applicant has requested use of the entire 5,214 square-foot space, and has submitted a subsequent application to eliminate the 25% limit for restaurants within retail and office buildings in the “CB” Core Business District. Maximum seating will be 93 indoor seats and 36 seasonal outdoor seats. During the off-season, the patio area will be used for brewing. An additional emergency-exit door will be located along the south façade to meet with Building Code requirements, which will eliminate one parking space under the building. No other changes to the exterior of the building or the parking lot are proposed.

Due to the inconsistencies of the original conditional use permit described above, Staff is seeking a repeal of the prior ordinance and replacement with a new conditional use permit where the approved square footage is contingent upon approval of the text amendment.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	City Place office/retail	“CB” Core Business District	Olive Boulevard
South	Office Building	“CB” Core Business District	NA
East	CVS Pharmacy	“CB” Core Business District	Old Ballas Road
West	Plaza Jaguar-Land Rover (not yet constructed)	“CB” Core Business District	NA

COMPREHENSIVE PLAN REVIEW

The subject property is located within the Central Business District Action Area that encourages a mix of uses. The proposed use is integrated into the existing, multi-tenant facility, with no modification to the exterior of the building or site. Since there are no known concerns with the existing development, it appears that the request meets with the Goals and Objectives of the Comprehensive Plan.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing an existing tenant space that has a mix of retail businesses. No changes to the exterior of the building or site are proposed so no site development plan review is required.

Size of Restaurants within Retail Building

Section 405.470(13) limits restaurants in the “CB” District that are located within a retail or office building, to no more than 25% of the building square footage. As discussed above, the existing space represents 32% of the building square footage. A subsequent application by the Applicant has been submitted to eliminate the restriction. The draft ordinance includes a condition that approves the 5,214 square foot subject to the text amendment. While Staff is aware that the applicant would not utilize the space without the additional square footage above the 25%, a condition has been included that, should the text amendment fail, the conditional use permit is approved for the maximum square footage allowed within the 25% regulation (4,057.5 square feet).

Parking

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: “One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area.” Based on this regulation, the proposed business is required to provide at least 57 parking spaces. The following table shows the parking calculations for the entire center:

Tenant	Use	Size (sq.ft.)	Parking Regulations	# of spaces
Proposed Post II Sports Bar and Grill	restaurant	5,214(+93 indoor seats + 36 outdoor seats)	1 per 3 seats in C.U.P. + 1/250 sf + 1 per 8 patio seats	57
AT&T	retail	6,509	4/1000	27
Veninga Jewelers	retail	1,039	4/1000	5
Cobblestone Show Repair	retail	983	1/200	5
Choice Cabinet	retail	932	4/1000	4
Total Computer Service	retail	1,553	1/200	8
Total Building:		16,230	Total Required:	106

The site plan shows that a total of 110 parking spaces are available (not including the elimination of one space for the emergency exit requirement, leaving 109 total spaces). This indicates a regulatory surplus of three parking spaces, thus the parking requirements are met.

Form of the Ordinance

As indicated in the zoning history discussion above, the prior restaurant space was pre-existing non-conforming. Approval of a new conditional use permit to utilize the entire space requested by the Applicant requires a text amendment. Therefore, the form of the ordinance includes

repealing Ordinance #1479, and replacing with a new conditional use permit that authorizes the square footage contingent upon approval for the text amendment, as well as the maximum allowed per the current regulations.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the requirements of the Comprehensive Plan and the Zoning Ordinance. Conditions listed below are the standard general conditions for eating and drinking establishments which are included in the draft ordinance:

1. The conditional use permit shall be for the operation of 5,214 square-foot eating and drinking establishment at 763 Old Ballas Road, subject to the approval of a text amendment to allow for such use above 25% of the total building square footage.
2. Absent any zoning code amendment allowing a larger area, the eating and drinking establishment shall be limited to a maximum of 4,057 square feet, or 25% of the total building square footage.
3. Maximum seating permitted is limited to 93 seats for indoor dining, and 36 seats for outdoor seasonal dining.
4. Hours of operation shall not exceed 11:00 am to 1:30 am, seven (7) days per week. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, the catering of special events.
5. There shall be no outdoor storage or placement of any materials or equipment.
6. Employee parking, delivery and company vehicles shall be parked rear parking area behind the building line or as far from the public right-of-way as possible.
7. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

ACTION

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

MOTION

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

"I move to recommend approval of Application #12-042 for a Conditional Use Permit for an eating and drinking establishment located at 763 Old Ballas Road, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of January 22, 2013" (conditions may be added, eliminated, or modified by preceding motion).

APPENDIX 1: COMPREHENSIVE PLAN

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

APPENDIX 2: ZONING CODE

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

APPENDIX 3: AERIAL PHOTO



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 01/07/2013
	View of the proposed tenant space looking west from Old Ballas Road.
	View of the space looking northwest from the southeast corner of the parking lot.
	Close-up view of the space looking northwest from the Old Ballas Road.

Rationale

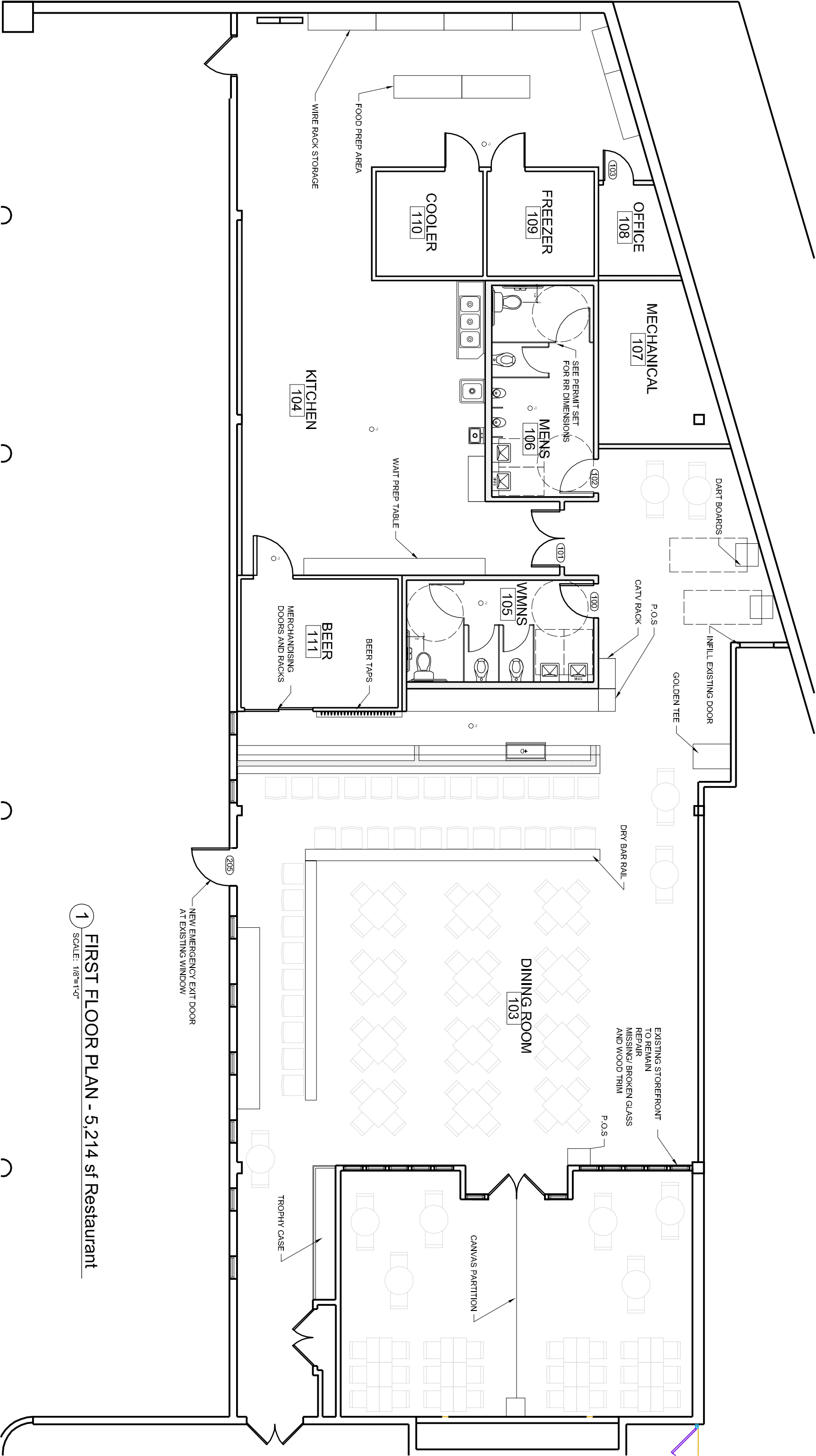
We would like to open a full service sports bar called *The Post Sports Bar & Grill* at the old Growlers location at 763 Old Ballas Rd. Being that the space used to be a successful restaurant for many years, it would seem that the location is already suitable for a restaurant. Our concept has already proven to be very successful in Maplewood. We have received the following accolades in three short years of existence:

- CNN – Top 101 Sports Bars in the USA
- STL Magazine – Reader's Choice Best Sports Bar in STL
- STL Magazine – Editor's Choice Best Sports Bar in STL
- Sauce Magazine – Reader's Choice Best Sports Bar in STL
- Sauce Magazine – Reader's Pick STL Top Sports Bar
- Riverfront Times – Best Sports Bar in STL
- Riverfront Times – Best Fantasy Sports Bar
- Metromix – Best New Bar in STL
- Fox 2 News – Best Sports Bar in STL

Moreover, we believe that our concept will mesh exceptionally well in the city of Creve Coeur, especially at that location. Based on our research as well as customer comments that we receive from that area, it appears that there is a shortage of full service sit down dining establishments in that part of Creve Coeur. Please visit our website at www.thepostsportsbar.com to get a better feel of the type of food, atmosphere, and experience that we offer! If you have any questions or concerns please do not hesitate to contact me. Thanks for your consideration and support!

Sincerely,

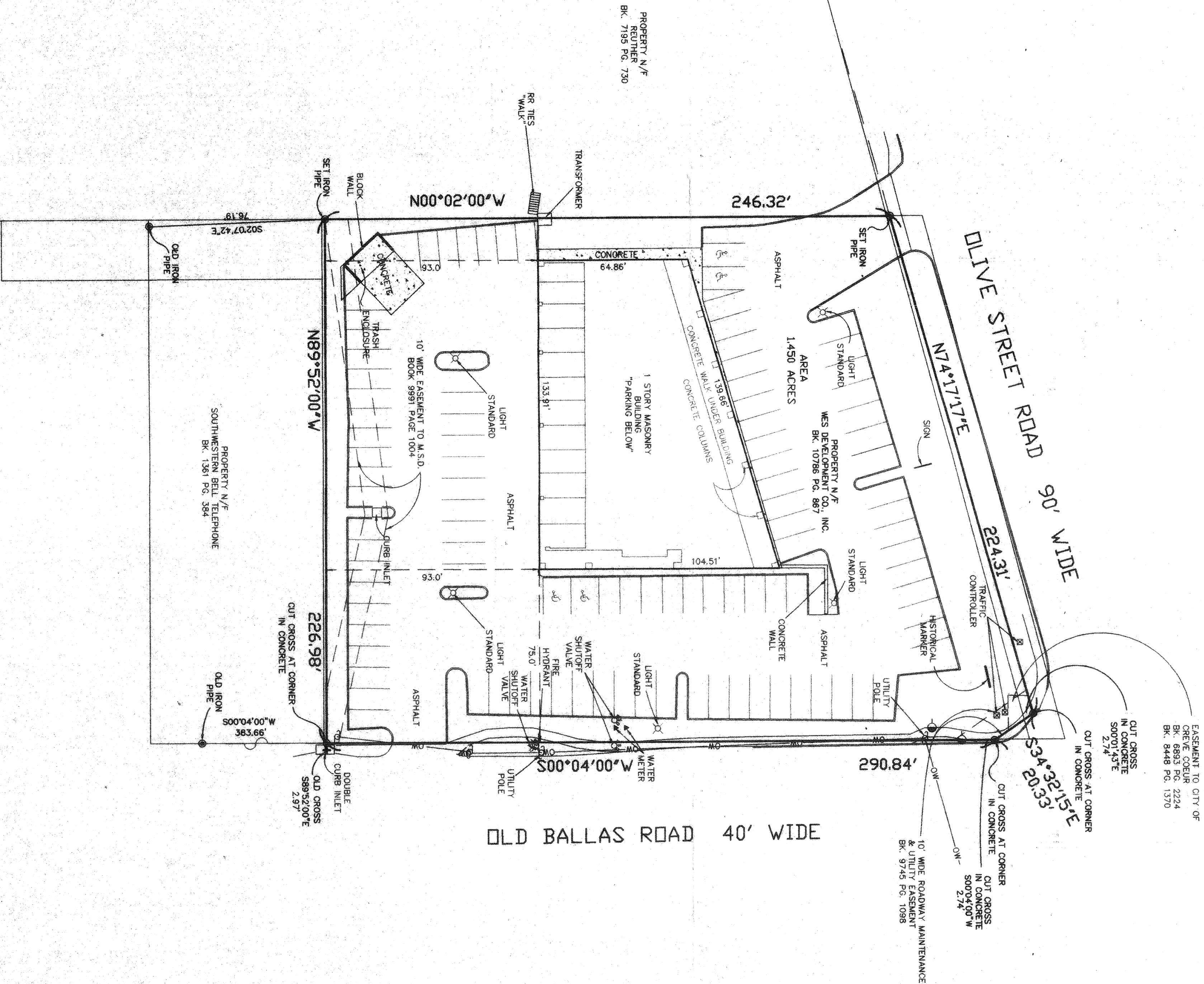
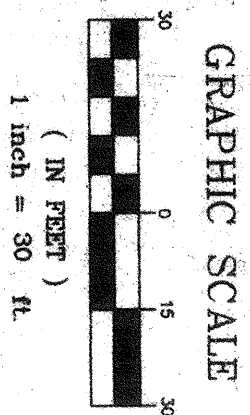
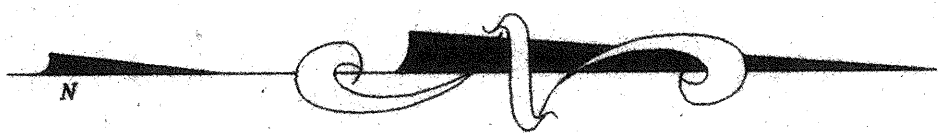
Adrian Glass
President
The Post Sports Bar & Grill
www.thepostsportsbar.com
thepostsportsbar@gmail.com
618-920-9419



1 FIRST FLOOR PLAN - 5,214 sf Restaurant
SCALE: 1/8"=1'-0"

D/B Contractor				BLACKLINE DESIGN + CONSTRUCTION		ARCHITECT		PROJECT		DATE		SCALE		VARIES		A		100	
393 N. Euclid, Suite 300, St. Louis MO 63108						XXXXXX		393 N. Euclid, Suite 300, St. Louis MO 63108		THE POST II INTERIOR FIT OUT		SUPPLEMENTARY INFORMATION /							

A TRACT OF LAND BEING PART OF STUDDT'S HOME PLACE
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7 PAGE 38
OF THE ST. LOUIS COUNTY RECORDS IN THE EAST HALF OF SECTION 3
TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN
ST. LOUIS COUNTY, MISSOURI



- GENERAL NOTES:
1. BASIS OF BEARINGS: THE DEED RECORDED IN BOOK 6786 PAGE 1503 OF THE ST. LOUIS COUNTY RECORDS.
 2. ALL LINES ARE PERPENDICULAR TO THE PROPERTY LINES UNLESS OTHERWISE NOTED.
 3. THIS PLAT AND THE SURVEY ON WHICH IT IS BASED IS REFERENCED TO A TITLE COMMITMENT REPORT BY COMMONWEALTH LAND TITLE INSURANCE COMPANY, INC. DATED 10/27/97 AND IS SUBJECT TO THE FOLLOWING CONDITIONS AND EXCEPTIONS AS LISTED IN SCHEDULE B - SECTION 2 OF SAID COMMITMENT:
 1. DEFECTS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, WHICH MAY AFFECT THE SURVEY OR THE PROPERTY.
 2. AN EASEMENT DISCLOSED BY BOOK 6893 PAGE 1370 IN FAVOR OF THE CITY OF CREVE COEUR (EASEMENT HAS BEEN PLOTTED AND NOTED ON THIS PLAT AT THE NORTHEAST CORNER OF THE PROPERTY.)
 3. AN EASEMENT DISCLOSED BY BOOK 6893 PAGE 1370 IN FAVOR OF THE CITY OF CREVE COEUR (EASEMENT HAS BEEN PLOTTED AND NOTED ON THIS PLAT AT THE NORTHEAST CORNER OF THE PROPERTY.)
 4. AN EASEMENT DISCLOSED BY BOOK 6893 PAGE 1370 IN FAVOR OF THE CITY OF CREVE COEUR (EASEMENT HAS BEEN PLOTTED AND NOTED ON THIS PLAT AT THE NORTHEAST CORNER OF THE PROPERTY.)
 5. AN EASEMENT DISCLOSED BY BOOK 6893 PAGE 1370 IN FAVOR OF THE CITY OF CREVE COEUR (EASEMENT HAS BEEN PLOTTED AND NOTED ON THIS PLAT AT THE NORTHEAST CORNER OF THE PROPERTY.)
 6. AN EASEMENT DISCLOSED BY BOOK 6893 PAGE 1370 IN FAVOR OF THE CITY OF CREVE COEUR (EASEMENT HAS BEEN PLOTTED AND NOTED ON THIS PLAT AT THE NORTHEAST CORNER OF THE PROPERTY.)
 7. AN EASEMENT DISCLOSED BY BOOK 6893 PAGE 1370 IN FAVOR OF THE CITY OF CREVE COEUR (EASEMENT HAS BEEN PLOTTED AND NOTED ON THIS PLAT AT THE NORTHEAST CORNER OF THE PROPERTY.)
 8. PAGE 1004 IN FAVOR OF METROPOLITAN ST. LOUIS SENIOR DISTRICT (EASEMENT HAS BEEN PLOTTED AND NOTED ON THIS PLAT ALONG THE SOUTH LINE OF THE PROPERTY.)
 4. CLASS OF PROPERTY - URBAN
- ALSO THE FOLLOWING PREPRINTED EXCEPTIONS:
1. RIGHTS OR CLAIMS OF PARTIES OTHER THAN INSURED IN ACTUAL POSSESSION OF THE PROPERTY.
 2. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
 3. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
 4. CLASS OF PROPERTY - URBAN

THIS IS TO CERTIFY THAT WE HAVE, DURING THE MONTH OF AUGUST, 1997, BY ORDER OF MIDWEST PARTNERSHIP, PREPARED A BOUNDARY SURVEY AND LOCATED IMPROVEMENTS ON A TRACT OF LAND BEING PART OF STUDDT'S HOME PLACE AND SHOWN ON THE EAST HALF OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI, AND THE RESULTS ARE SHOWN ON THIS PLAT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I HAVE PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT AND MEETS THE ACCURACY REQUIREMENTS SET FORTH FOR AN URBAN PROPERTY.

DANIEL R. DARRIEL
BAY ENGINEERING COMPANY, INC.
DARRIEL, R. DARRIEL
MISSOURI REGISTERED LAND SURVEYOR U.S. #2265

PREPARED FOR: WOLFF PROPERTIES
225 SOUTH MERAMEC AVENUE
SUITE 301
ST. LOUIS, MISSOURI 63105

1. I hereby certify that the documents submitted to me are true and correct copies of the original documents. I have examined the original documents and I have found them to be true and correct copies of the original documents. I have also examined the original documents and I have found them to be true and correct copies of the original documents. I have also examined the original documents and I have found them to be true and correct copies of the original documents.

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REVISIONS

ENGINEERING
PLANNING
SURVEYING
1062 South Grandview Drive
St. Peters, MO 65759-6445
314-428-5552
FAX 938-1718

8-08-97
DW
90-10274
PROJECT NUMBER
1 OF 1
SHEET OF
10274.01.DWG
FILE NAME
MDC DRO
DARRIEL
CHECKED

BILL NUMBER 1509

ORDINANCE NUMBER 1479

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR A RESTAURANT TO BE KNOWN AS THE CREVE COEUR INN, LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND OLD BALLAS ROAD, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE FOLLOWING CONDITIONS HEREIN SET FORTH.

WHEREAS, APPLICATION WAS MADE BY MR. THOMAS B. ROOF, REPRESENTATIVE OF THE OWNERS OF THE CREVE COEUR INN, FOR A CONDITIONAL USE PERMIT FOR A RESTAURANT TO BE LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND OLD BALLAS ROAD IN THE "CB" CORE BUSINESS DISTRICT, AND

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

WHEREAS, A PUBLIC HEARING WAS HELD BY THE CITY COUNCIL ON MONDAY, AUGUST 12, 1991 AT 7:30 P.M. ON SAID APPLICATION FOR THE CONDITIONAL USE PERMIT AS PROVIDED BY ARTICLE VIII, SECTION 26-114 OF ORDINANCE NO. 1044 OF THE CITY OF CREVE COEUR, AND

WHEREAS, NOTICE OF PUBLICATION FOR SAID PUBLIC HEARING HAD BEEN PREVIOUSLY PUBLISHED ON JULY 26, AUGUST 1 AND 7, 1991 IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY OF CREVE COEUR, AND

WHEREAS, ALL PARTIES DESIRING TO BE HEARD, EITHER FOR OR AGAINST SAID APPLICATION, WERE GIVEN AN OPPORTUNITY TO BE HEARD, AND

WHEREAS, THE CITY COUNCIL BEING FULLY INFORMED FINDS THAT THE GRANTING OF THE APPLICATION WOULD BE IN HARMONY WITH THE PUBLIC HEALTH, SAFETY, COMFORT AND CONVENIENCE OF THE CITIZENS OF THE CITY OF CREVE COEUR AND IN CONFORMANCE WITH GOOD ZONING PRACTICE.

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

SECTION 1: A CONDITIONAL USE PERMIT IS AUTHORIZED TO BE ISSUED PURSUANT TO SECTION 3 HEREOF FOR A RESTAURANT TO BE LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND OLD BALLAS ROAD, IN THE "CB" CORE BUSINESS DISTRICT, SUBJECT TO THE HEREINAFTER STATED CONDITIONS ON THE FOLLOWING DESCRIBED PROPERTY:

A TRACT OF LAND IN THE EAST FRACTIONAL 1/2 OF SECTION 3
TOWNSHIP 45 NORTH, RANGE 5 EAST AND DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF OLIVE
STREET ROAD 60 FEET WIDE, WITH THE WEST LINE OF OLD BALLAS ROAD, 40
FEET WIDE, THENCE ALONG THE SOUTH LINE OF OLIVE STREET ROAD, SOUTH
74-1/2 DEGREES WEST TO ITS INTERSECTION WITH THE EAST LINE OF
PROPERTY CONVEYED TO AUGUST ELGASSER BY DEED RECORDED IN BOOK 59
PAGE 308 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG THE EAST
LINE OF SAID PROPERTY SO CONVEYED, SOUTH 0 DEGREES 02 MINUTES EAST
261.90 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO CREVE COEUR
MUTUAL TELEPHONE COMPANY, BY DEED RECORDED IN BOOK 1092 PAGE 58 OF
SAID COUNTY RECORDS; THENCE ALONG SAID NORTH LINE, SOUTH 89 DEGREES
52 MINUTES EAST 226.98 FEET TO A POINT IN THE WEST LINE OF OLD
BALLAS ROAD; THENCE ALONG THE WEST LINE OF SAID ROAD, NORTH 0
DEGREES 04 MINUTES EAST 326.43 FEET TO THE BEGINNING; EXCEPTING
THEREFROM THAT PART CONDEMNED BY STATE OF MISSOURI IN CAUSE #265592
OF THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI, AND EXCEPTING
THEREFROM THAT PART CONVEYED TO THE CITY OF CREVE COEUR BY INSTRU-
MENT RECORDED IN BOOK 6893 PAGE 2224.

TOGETHER WITH ALL IMPROVEMENTS THEREON KNOWN AS AND
NUMBERED: 11600 OLIVE.

SUBJECT TO EXISTING BUILDING LINES, EASEMENTS, CONDITIONS
AND RESTRICTIONS OF RECORD, IF ANY.

SECTION 2: THE CONDITIONAL USE PERMIT GRANTED SHALL BE
SUBJECT TO ALL ORDINANCES, RULES AND REGULATIONS, AND THE FOLLOWING
CONDITIONS:

1. THIS CONDITIONAL USE PERMIT SHALL BE FOR THE
OPERATION OF A 2,500 SQUARE FOOT RESTAURANT.

2. THE HOURS OF OPERATION SHALL BE FROM 7:00 A.M. TO
1:30 A.M. MONDAY THROUGH SATURDAY AND FROM 11:00 A.M. TO 12:00
MIDNIGHT ON SUNDAY.

3. THE FLOOR PLAN FOR THE PROPOSED RESTAURANT SHALL BE
FILED WITH THE ZONING ADMINISTRATOR SHOWING THE TYPE AND LOCATION
OF ALL EQUIPMENT, FURNITURE, SEATING CAPACITY, AND OTHER
INFORMATION WHICH MAY BE REQUESTED BY THE BUILDING OFFICIAL.

4. SIGNS FOR THE RESTAURANT MUST BE IN CONFORMANCE WITH THE CITY'S SIGN REGULATIONS AND PERMITS OBTAINED FOR THE ERECTION OR MODIFICATION OF ANY SIGN ON THE PREMISES. BANNERS, PENNANTS, FRINGE, LIGHT PINWHEELS OR OTHER SIMILAR DEVICES FOR ATTRACTING ATTENTION MAY BE DISPLAYED ONLY IN CONFORMANCE WITH THE CURRENT SIGN REGULATIONS. EXPOSED NEON SIGNS SHALL ONLY BE USED UPON REVIEW AND APPROVAL OF THE PLANNING AND ZONING COMMISSION.

5. THE REFUSE CONTAINERS SHALL BE FOR THE EXCLUSIVE USE OF THIS RESTAURANT AND SHALL BE LOCATED IMMEDIATELY BEHIND THE RESTAURANT. THE REFUSE CONTAINER SHALL BE LOCATED WITHIN A SCREENED SIGHT-PROOF STORAGE AREA WITH THE INSTALLATION OF A HOSE BIBB TO SERVICE THE TRASH ENCLOSURE AREA.

6. THERE SHALL BE NO OUTDOOR STORAGE OR PLACEMENT OF ANY MATERIALS OR EQUIPMENT USED IN CONJUNCTION WITH THE RESTAURANT, INCLUDING STORAGE OF OUTDOOR TABLES, CHAIRS AND UMBRELLAS.

7. ANY MECHANICAL EQUIPMENT INSTALLED FOR THE RESTAURANT SHALL BE PROPERLY SCREENED WITH APPROVED MATERIALS.

8. DELIVERY AND COMPANY VEHICLES SHALL BE PARKED IN THE REAR PARKING AREA AND BEHIND THE BUILDING LINE.

9. ANY FUTURE ENLARGEMENT OR ALTERATION IN THE USE OF THE STRUCTURE OR SITE MUST BE APPROVED BY THE CITY COUNCIL UPON RECEIPT OF THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION AS AN AMENDMENT TO THE CONDITIONAL USE PERMIT BEFORE A BUILDING PERMIT FOR THE ENLARGEMENT OR ALTERATION MAY BE ISSUED.

10. SEASONAL OUTDOOR SEATING SHALL BE ALLOWED, LIMITED TO A MAXIMUM OF TWENTY-FOUR (24) SEATS.

11. THE SEATING AREA MUST HAVE PROPER SIGNS TO COMPLY WITH THE "NO SMOKING" ORDINANCE NUMBER 1392.

12. A COPY OF ALL HEREIN ATTACHED CONDITIONS SHALL BE FURNISHED BY THE OWNER OR PETITIONER TO THE OPERATOR(S) OR MANAGER(S) INCLUDING SUCCESSIVE OPERATOR(S), OWNER(S) OR MANAGER(S) WHO SHALL FORWARD TO THE ZONING ENFORCEMENT OFFICER AN ACKNOWLEDGEMENT THAT HE OR SHE HAS READ AND UNDERSTOOD EACH OF THESE CONDITIONS AND AGREES TO COMPLY THEREWITH.

13. A DETAILED LANDSCAPE PLAN MUST BE SUBMITTED TO THE CITY OF CREVE COEUR FOR REVIEW AND APPROVAL.

14. ANY TRANSFER OF OWNERSHIP OR LEASE OF THE PROPERTY SHALL INCLUDE IN THE TRANSFER OR LEASE AGREEMENT A PROVISION THAT THE PURCHASER OR LESSEE AGREES TO BE BOUND BY THE CONDITIONS THEREIN SET FORTH AND APPROVED DEVELOPMENT PLAN FOR THE PROPERTY.

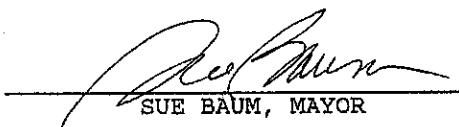
15. ALL CONDITIONS CONTAINED WITHIN THIS PERMIT SHALL BE POSTED UPON THE PROPERTY IN SUCH A MANNER THAT IT IS VISIBLE TO THE PUBLIC AND THE OPERATOR OF SAID FACILITY.

16. FAILURE TO COMPLY WITH ANY ONE OR ALL OF THE CONDITIONS OF THIS PERMIT SHALL BE ADEQUATE CAUSE FOR THE REVOCATION OF SAID PERMIT BY THE CITY COUNCIL, PROVIDED, HOWEVER, NO PERMIT SHALL BE REVOKED WITHOUT REASONABLE NOTICE TO THE OWNER OF THE INTENTION OF THE CITY COUNCIL TO REVOKE, AND REASONABLE TIME GRANTED TO THE OWNER TO CORRECT ANY SUCH BREACH OF CONDITION.

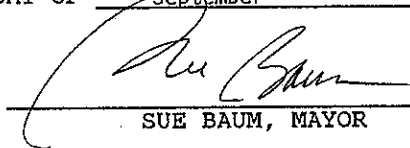
SECTION 3. THE CITY ADMINISTRATOR OF THE CITY OF CREVE COEUR IS HEREBY AUTHORIZED AND DIRECTED TO ISSUE A CONDITIONAL USE PERMIT IN ACCORDANCE WITH THE PROVISIONS OF THIS ORDINANCE, SAID PERMIT TO EXPRESSLY PROVIDE FOR THE CONDITIONS AND STIPULATIONS HEREINABOVE SET OUT IN SECTION 2 OF THIS ORDINANCE.

SECTION 4. THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

PASSED THIS 10th DAY OF September, 1991


SUE BAUM, MAYOR

APPROVED THIS 10th DAY OF September, 1991


SUE BAUM, MAYOR

ATTEST:


LAVERNE COLLINS, CITY CLERK

BILL NUMBER 1517

ORDINANCE NUMBER 1483 A

AN ORDINANCE AMENDING ORDINANCE NUMBER 1479 SO AS TO AMEND THE MAXIMUM NUMBER OF SEASONAL OUTDOOR SEATS ALLOWED FOR CREVE COEUR INN, LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF OLIVE BOULEVARD AND OLD BALLAS ROAD.

WHEREAS, DUE TO AN OVERSIGHT, THE RECOMMENDATION OF THE PLANNING AND ZONING COMMISSION FOR THE MAXIMUM NUMBER OF OUTDOOR SEATS ALLOWED UNDER THE CONDITIONAL USE PERMIT FOR CREVE COEUR INN WAS NOT INCORPORATED INTO THE PROVISIONS OF ORDINANCE NUMBER 1479 ADOPTED BY CITY COUNCIL ON SEPTEMBER 10, 1991.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, THAT ORDINANCE NUMBER 1479, SECTION 2 OF THE CITY OF CREVE COEUR SHALL BE AND IS HEREBY AMENDED AS FOLLOWS:

SECTION 1: ORDINANCE NUMBER 1479, SECTION 2 CONDITION 10 IS HEREBY REPEALED AND ENACTING IN LIEU THEREOF NEW CONDITION 10 IS TO READ AS FOLLOWS:

10. SEASONAL OUTDOOR SEATING SHALL BE ALLOWED, LIMITED TO A MAXIMUM OF FORTY-EIGHT (48) SEATS.

SECTION 2: THIS ORDINANCE SHALL BECOME EFFECTIVE AT THE EXPIRATION OF FIFTEEN (15) DAYS AFTER ADOPTION BY THE CITY COUNCIL AND THE SIGNING THEREOF BY THE MAYOR.

PASSED THIS 12th DAY OF November, 1991

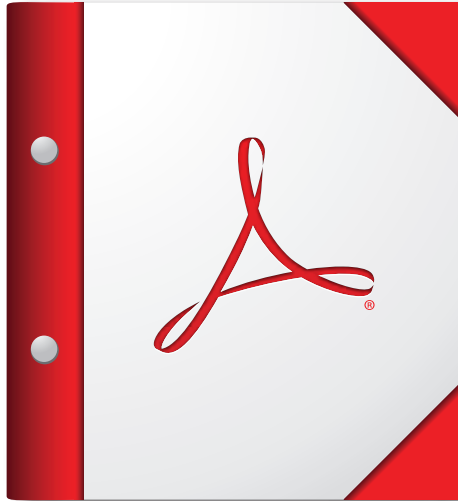

SUE BAUM, MAYOR

APPROVED THIS 12th DAY OF November, 1991


SUE BAUM, MAYOR

ATTEST:


LAVERNE COLLINS, CITY CLERK



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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

January 23, 2013

Mr. Adrian Glass
The Post Sports Bar and Grill
7372 Manchester Road
Maplewood, MO 63143

Re: Application #12-042: Approval of a new conditional use permit in the "CB" Zoning District
The Post II Sports Bar and Grill – 763 Old Ballas Road

Mr. Glass:

The Planning and Zoning Commission, at its meeting of January 22, 2013, reviewed your request for a new conditional use permit for The Post II Sports Bar and Grill, located at 763 Old Ballas Road.

By unanimous vote, the Planning Commission recommends approval of the new conditional use permit for The Post II Sports Bar and Grill, subject to the conditions contained in the draft ordinance (see attached). The first reading of the draft ordinance by the City Council is scheduled for Monday, January 28th, 2013. 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

Excerpts of Public Hearing Transcripts PZ 012213.txt
PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, JANUARY 22, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chairman

Mr. Michael Barton

Mr. James Faron

Ms. Cynthia Kramer

Mr. James Schnarr

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, Director of Community Development

Ms. Whitney Kelly, City Planner

Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

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

4772 Gatesbury Drive

St. Louis, MO 63128

(314)487-2259

CHAIRMAN MADDEN: I'd like to call to order the¹

Planning Zoning Commission Meeting for the City of Creve

Coeur, Missouri for Tuesday January 22nd, 2013.

We'll start with roll call.

I don't see Dr. Barton.

Mr. Eberhardt said he wouldn't be here.

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7 Mr. James Faron?
8 MR. FARON: Present.
9 CHAIRMAN MADDEN: I don't see Mr. Howard.
10 Ms. Cynthia Kramer?
11 MS. KRAMER: Present.
12 CHAIRMAN MADDEN: Mr. Jim Schnarr?
13 MR. SCHNARR: Present.
14 CHAIRMAN MADDEN: Carl Lumley, our City
15 Attorney?
16 MR. LUMLEY: Present.
17 CHAIRMAN MADDEN: Paul Langdon, our Director of
18 Community Development?
19 MR. LANGDON: Present.
20 CHAIRMAN MADDEN: Whitney Kelly, our City
21 Planner?
22 MS. KELLY: Present.
23 CHAIRMAN MADDEN: And, Judy Lowery, our
24 Recording Secretary?
25 MS. LOWERY: Present.

1 CHAIRMAN MADDEN: So No. 6. It's a public 2
2 hearing. Application No. 12-042: Approval of a new
3 conditional use permit for the Post II Sports Bar and
4 Grill at 763 Old Ballas Road in the Core Business Zoning
5 District.
6 Anybody that might be speaking on this, please
7 come up here and be sworn in, please, will you please,
8 right over here in front of this table if you -- any
9 chance you might speak, it'll save us a lot of time.
10 (Speakers were sworn by the court reporter.)
11 CHAIRMAN MADDEN: Adrian Glass, are you going to

Excerpts of Public Hearing Transcripts PZ 012213.txt
12 be handling this or --

13 MR. GLASS: I will be speaking during a portion
14 of this.

15 CHAIRMAN MADDEN: Okay.

16 MR. GLASS: Bill will lead off, however.

17 CHAIRMAN MADDEN: Okay. Could you, for the
18 record, state your name -- state your name and address,
19 please.

20 MR. BIERMANN: Sure. Bill Biermann, 1795
21 Clarkson Road, Suite 190, Chesterfield 63017.

22 And I'm here this evening on behalf of the
23 landlord on the subject at 763 Old Ballas Road.

24 And I would just like to let the Commission know
25 that, obviously, we are -- we are very excited to have the

1 potential of a new tenant that we believe will bring a ³
2 much needed service to the area that we believe is
3 lacking, and we're excited to get -- get them in there and
4 work with them.

5 And if you have any questions, I'll be glad to
6 answer them for you.

7 Thank you.

8 CHAIRMAN MADDEN: Thank you.

9 MR. GLASS: Hello, my name is Adrian Glass.

10 I'm with the Post Sports Bar and Grill. And
11 currently we're located 7372 Manchester Road in Maplewood.

12 I'd like to start off by actually reading a
13 letter on behalf of Jeannine Beck. She's the Director of
14 the Chamber of Commerce in Maplewood.

15 "Dear Commissioners: Next week the Post Sports
16 Bar and Grill will be awarded the 2012 Maplewood Business
17 of the Year.

18 Their nomination was supported by fellow
19 business owners, elected officials and citizens, and is
20 indicative of the great respect the Post has earned from
21 our community.

22 This is only the latest honor to be bestowed
23 upon the Post. They're a regular winner in the Bearing
24 Readers Choice and Best of Awards Around Town.

25 The level of success the Post Sports Bar and

1 Grill experience is uncommon considering how many
2 restaurants fail within the first year.

3 The credit for their success lies in outstanding
4 ownership team that has vision and a meticulously thought
5 out business plan.

6 More importantly, they've remained focused on
7 the basics; creative menu, outstanding food and
8 exceptional customer service. There's no doubt that the
9 Post has been an asset to the City of Maplewood.

10 The Post draws visitors from all over St. Louis,
11 who otherwise wouldn't have rediscovered Maplewood's
12 transformation over the last decade.

13 They've also been a generous and involved
14 corporate citizen from adopting a family over the holidays
15 to coaching various youth sports leagues in Maplewood.

16 Perhaps less important, yet still worthy of
17 mentioning, is that the owners of the Post Sports Bar and
18 Grill are every bit as professional, genuine and sincere
19 as they appear. The Chamber has worked primarily with
20 Adrian Glass and Bill Cipriani, both of whom are highly
21 respected in our community.

22 We're fortunate that they chose Maplewood to

Excerpts of Public Hearing Transcripts PZ 012213.txt
23 open their doors for their first location, and have no
24 doubt that Creve Coeur will experience the same benefit in
25 adding the Post Sports Bar and Grill to the business

5
1 community.

2 The Post is a local sports bar. We opened back
3 in 2009 when we opened the New York Times, the Washington
4 Post and the Fancy Sports Business Journal, all dubbed us
5 the -- the nation's very first fantasy sports bar, so
6 that's something that we're very proud of.

7 As Jeannine eluded to, in four short years we
8 have racked up a lot of awards. In 2009 we were voted
9 Best Sports Bar by Metromix and Fox 2 News. In 2010 we
10 received the same accolades from Riverfront Times, as well
11 as Sauce -- or St. Louis Magazine. In 2011, Sauce
12 Magazine and The Riverfront Times, again, awarded us Best
13 Sports Bar in St. Louis. And then in 2012 St. Louis
14 Magazine, Sauce Magazine, The Brentwood-Maplewood Patch
15 awarded us with the best sports bar in St. Louis. And
16 we're very proud, actually, CNN voted us the top 101
17 sports bars in the nation in 2012.

18 We serve a full menu, everything from
19 appetizers, soups, salads, burgers, chicken sandwiches,
20 wraps to homemade pizzas, baked wings. Cheese steaks are
21 really our specialty.

22 And we strive to offer the combination of the
23 excitement of attending the game in person with the
24 comfort of watching the game at home, and that's something
25 that we really pride ourselves on, and think that -- that

6
1 we do a good job of.

2 A portion of our mission statement, again, as --
Page 5

3 as Jeannine mentioned, kind of revolved around giving back
4 to the community. I mean we currently do so via multiple
5 donation practices, as well as time commitments.

6 We understand that the City of Creve Coeur
7 currently has an ordinance in place that stipulates that
8 no restaurant should exceed 25 percent of a total building
9 square footage, and we're asking for a variance from that.

10 We really think this Growlers space is the
11 perfect space for us to operate. Used to be an existing
12 restaurant, the exact same size. We're not asking to, you
13 know, to double the footprint or anything like that.

14 And based on our business model, as well as our
15 product offerings, we really can't economically run a
16 viable business in a smaller space than -- than that, so
17 that's why we're asking for the variance.

18 And we really do believe that the Creve Coeur
19 community would do us well; that we'd operate well in this
20 community, and that we also fit the need for a sports bar
21 here in Creve Coeur.

22 So we very much thank you for your time and your
23 consideration in this matter.

24 CHAIRMAN MADDEN: Any questions?

25 MR. SCHNARR: What percentage of the building

1 are you going to operate in? 7

2 MR. GLASS: I believe roughly 31 percent.

3 MR. SCHNARR: Okay.

4 MR. GLASS: Yeah.

5 CHAIRMAN MADDEN: Yeah.

6 MR. FARON: You're going to occupy the same
7 space, right?

8 MR. GLASS: It'll be the exact same space, yes.

9 MR. FARON: And -- and the, I'll say the cold
10 climate, you're going to take the patio and use that as a
11 brewing -- I mean how are you going to do --

12 MR. GLASS: No, not brewing, no, we'll have
13 similar to what Growlers had, the -- the awning that
14 would -- that would fold down.

15 MR. FARON: The heat lamps --

16 MR. GLASS: Exactly.

17 MR. FARON: -- and things like that?

18 MR. GLASS: Exactly.

19 MR. FARON: I think I read something there.

20 And --

21 MR. GLASS: So it will be utilized as exterior
22 seating, but in the winter, we'll be able to -- to
23 still --

24 MR. FARON: Block the wind --

25 MR. GLASS: Exactly, operate in that area.

1 MR. FARON: And your hours are going to be
2 roughly the same as theirs?

3 MR. GLASS: Hours will be the same as Maplewood,
4 so that's eleven o'clock to midnight Sunday through
5 Tuesday, and then eleven o'clock a.m. until one o'clock in
6 the morning Wednesday through Saturday. And we're open
7 lunch all the way on, we don't close the doors.

8 MR. FARON: And there's going to be an
9 additional fire exit to the parking, is that correct?

10 MR. GLASS: Correct, yeah.

11 MR. FARON: And -- and looking at the plans, was
12 there a door to the mechanical room, I guess I just
13 glanced at it quickly, I -- just curious? I --

14 MR. GLASS: Mike, would you like to answer that?

15 MR. FARON: It's probably not a big issue but,

16 unless it's not going to be there.

17 CHAIRMAN MADDEN: Do you have it?

18 MS. KELLY: Yeah, I have it.

19 CHAIRMAN MADDEN: Okay. Whitney's got it.

20 MR. GLASS: Thank you, Whitney.

21 MS. KELLY: This is a -- the door that's already

22 existing for the door, but no mechanic -- no door in the

23 mechanical.

24 MR. FARON: How will you access that?

25 MR. GLASS: No, that's -- there should be a door

1 there. There should actually be two doors there, one from⁹

2 the office and --

3 MR. FARON: Okay.

4 MR. GLASS: -- so one from the office here and

5 one from the restroom.

6 VOICE IN THE AUDIENCE: Yeah, mechanical space.

7 MR. GLASS: Yeah, I don't know why this plan

8 does not have a doorway there.

9 MR. FARON: Well, I'm sure it will be resolved

10 for permit and --

11 MR. GLASS: Yeah.

12 MR. FARON: -- I just -- not a big deal.

13 MR. GLASS: Good question though.

14 MR. FARON: Yeah. No problem. Thank you for

15 your time --

16 MR. GLASS: You're welcome.

17 MR. FARON: -- in answering my questions.

18 CHAIRMAN MADDEN: Any other questions?

19 Is there anybody in the audience that has a
20 question or comment?
21 Okay. That'll end the official public --
22 I'm sorry, Whitney, I didn't know you were going
23 to --
24 MS. KELLY: Whitney Kelly on behalf of the City
25 of Creve Coeur.

1 Again, this is a new conditional use permit. ¹⁰ We
2 are asking for repeal of the prior ordinance.

3 As was stated, Growlers assumed a previous CUP
4 that limited the restaurant square footage to 2500 square
5 feet.

6 Back in 1996, they started construction without
7 building permits to expand the space in -- for -- in the
8 kitchen back area.

9 However, at the time the CUP was never updated.
10 The space does represent approximately 32 percent of the
11 building square footage.

12 In 2004 the Code was revised to limit
13 restaurants on sites of less than 2 acres to 25 percent of
14 the building square footage.

15 So in addition to the CUP the next item for
16 discussion will be an amendment to that ordinance to allow
17 for a text amendment to allow for greater percentage of
18 restaurant space within those buildings.

19 However, while the Applicant has said that they
20 could not utilize this space without that text amendment,
21 we have included a condition that says that for some
22 reason they do not get that text amendment, the restaurant
23 could still work at 4,000 square feet, which is --
24 represents 25 percent of the building square footage.

4 CHAIRMAN MADDEN: You need to come up.
5 MR. FARON: It is being recorded. Sorry.
6 MR. BIERMANN: All right.
7 MR. FARON: It's my fault.
8 MR. BIERMANN: I would point out that, first
9 off, we've been trying to lease this space for almost two
10 years, so if that tells you anything.
11 And then also, I believe if you do cut off that
12 back portion and separate it, I believe, and I -- if it's
13 not correct, it's not intentional, I think that -- I
14 believe there's no windows back there, it's just that
15 door. And -- yeah, okay, there's definitely no window, so
16 it might not be very viable.
17 MR. FARON: That's -- that's kind of leading
18 that, you know, what options do you have other than
19 storage, but that's fine.
20 CHAIRMAN MADDEN: Cynthia.
21 MS. KRAMER: I wanted to actually ask Mr. Glass
22 a question. Could --
23 MR. GLASS: Yes.
24 MS. KRAMER: Thank you so much for everything.
25 Could you just please explain, you had mentioned

1 because of your business model and the way that you 13
2 operate, you would need the full amount of space. Could
3 you just, for the record, tell us why?
4 MR. GLASS: Yeah, current -- well, the current
5 model that we operate in Maplewood, we use around the same
6 square footage. A good portion of that is storage, based
7 on the number of seats that we want, and then broken out
8 the ratio of kitchen space that we need in order to -- or
9 in order to offer the menu items that we currently offer.

10 We can't take any space away from the kitchen,
11 and thereby, you know, we'd have to eliminate restaurant
12 seating area, and that's not something I would feel
13 comfortable doing, being that I haven't ventured into that
14 realm yet.

15 MS. KRAMER: Sure.

16 MR. GLASS: We have a business model that's
17 proven successful so far, so I'd like to -- to stick with
18 that.

19 MS. KRAMER: And then could you just, so we have
20 a full understanding of how the restaurant operates in
21 Maplewood, so people come in and they hang out and they're
22 watching the sports games and everything, so your turnover
23 and kind of how many people you expect to get, it's
24 probably -- are the numbers of seating -- so that's an
25 important piece of it for you?

1 MR. GLASS: Yes. Yes. Because we operate at¹⁴
2 max capacity, I'd say in Maplewood anyways, roughly 50 to
3 60 times a year, and that's really where -- where we're
4 able to start getting above the break even point is on
5 those -- those max capacity days, so if we shrunk that max
6 capacity down, it would be much more difficult for us
7 to -- to operate as a profitable entity.

8 MS. KRAMER: I've heard restaurants usually
9 operate on pretty small margin.

10 MR. GLASS: Yeah.

11 MS. KRAMER: Thank you.

12 MR. GLASS: You're welcome.

13 CHAIRMAN MADDEN: Anything else, Whitney?

14 Anything for Whitney?

15 Okay. Thank you.
16 That'll formally end the public hearing.
17 (The public hearing was ended.)
18
19
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21
22
23
24
25

30

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 Hearings 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
16
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AN ORDINANCE AMENDING SECTION 405.820, ARTICLE VII OFF-STREET PARKING AND LOADING REGULATIONS OF THE ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, MISSOURI TO ALLOW FOR A FIFTEEN PERCENT REDUCTION IN THE TOTAL NUMBER OF PARKING SPACES REQUIRED FOR SHOPPING CENTERS.

WHEREAS, an application by the Director of Community Development, on behalf of the City of Creve Coeur, has been submitted to allow for a fifteen percent (15%) in the required number of parking spaces for shopping centers; and,

WHEREAS, two of the City's largest shopping centers, West Oak Shopping Center and Bellerive Plaza Shopping Center, received variances in the required parking based upon evidence that these centers require less parking than the sum of the uses; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to the off-street parking regulations of the City Code of Ordinances as set forth herein, to more effectively implement the goals of the Comprehensive Plan and the purposes of the Zoning Code; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Tuesday, January 22, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and,

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments at its meeting on Tuesday, January 22, 2013; and,

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

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

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

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

SECTION 1: Section 405.820 Required Off-Street Parking Spaces, of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended as follows:

SECTION 405.820: REQUIRED OFF-STREET PARKING SPACES

- A. Rules For Computing Parking Spaces. In computing the number of required off-street parking spaces, the following rules shall apply:

3. In the case of mixed uses (that include office and residential), the parking spaces required shall be computed separately for each use except as provided in Sections 405.800(G)(3--4) and 405.820(H)(6)(b).
- B. General Parking Requirements.
 1. Shopping centers designed for restaurant, retail uses and personal service establishments shall ~~provide four (4) parking spaces per one thousand (1,000) square feet of floor area unless the proposed mix of land uses in the shopping center require a higher number, in which case the higher number shall be required,~~ provide the combined total parking spaces for each use, less a fifteen percent (15%) reduction in the total number of parking spaces required.

SECTION 2: Properties that received a variance reducing required parking spaces prior to the enactment of this Ordinance shall comply with either the requirement applicable to them prior to enactment of this Ordinance as a result of such variance or the new requirements established by this Ordinance, whichever requires less parking, but the previously approved variance shall not be applied in addition to the reduction in parking requirements established by this Ordinance.

SECTION 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2013.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
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
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APPLICATION TO PLANNING AND ZONING COMMISSION

#12-045 TEXT AMENDMENT TO ALLOW A 15% REDUCTION IN THE TOTAL NUMBER OF OFF-STREET PARKING SPACES REQUIRED FOR RETAIL SHOPPING CENTERS

FOR THE MEETING OF: January 22, 2013

LOCATION: All commercial districts.

REQUEST:

An application by the Director of Community Development, on behalf of the City of Creve Coeur, has been submitted for a text amendment to allow retail shopping centers a 15% reduction in the total number of off-street parking spaces required, for recommendation to the Creve Coeur City Council.

ADDITIONAL INFORMATION:

Currently, Section 405.820(3) of the Required Off-Street Parking Spaces states that in the case of shopping centers, the parking spaces required shall be computed separately for each use.

Key Issues:

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

Comp. Plan References

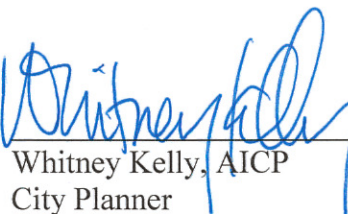
- Design Guidelines

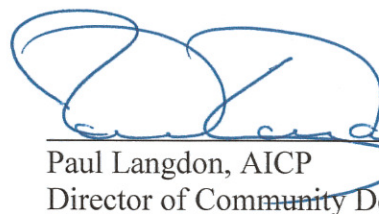
Zoning Code References

- Section 405.820:
Required Off-Street
Parking Spaces

APPLICANT: Paul Langdon, AICP
Director of Community Development
City of Creve Coeur

REPORT PREPARED BY:

 1/18/2013
Whitney Kelly, AICP
City Planner Date

 1/18/13
Paul Langdon, AICP
Director of Community Development Date

ATTACHMENTS: Draft Ordinance
Parking Study completed for Bellerive Shopping Center in 2007
Parking Study completed for West Oak Shopping Center in 2009

INTRODUCTION

The 120,000 Bellerive Plaza Shopping Center was originally developed in 1978 in St. Louis County with a parking ratio of 4.4 spaces per 1000 square feet for a total of 525 spaces. The shopping center was later annexed into the City of Creve Coeur. In 2007, Desco, the property owner of the Center, received a variance to the required parking by 45 parking spaces in anticipation of a St. Louis Bread Company location within the center at what is now the “Dave & Tony’s Premium Burgers” tenant space. Those spaces constitute approximately 8.5% of the total available. Without the variance, an additional 252 parking spaces would have been required. The Crawford Bunte Brammeier (CBB) parking study found that only 59% of the shopping center’s parking spaces were occupied during the midday peak period of a typical weekday, and that forecasted demand for the center would not exceed 74% of the current parking supply.

In October 2009, Mr. Patrick Cunningham, of Caplaco Nine, Inc., the owners of West Oak Square Shopping Plaza, received approval for a 15% reduction in the required number of parking spaces for the plaza based on the dynamics that typically exist in a shopping center whereby the center as a whole needs less parking than the sum of the individual uses. A parking study was conducted on behalf of Caplaco Nine, Inc., also by CBB, and it found that shopping centers operate at a lower parking ratio than the sum of all of the uses, and that at peak times the center only utilizes 55% of the parking spaces on site. The study found that the current mix of uses within the center had a parking supply of 5.82 spaces per 1,000 square feet of gross floor area and that similarly sized centers generally operate at a parking ratio of 4.5 to 5.0 spaces per 1000 square feet based on the total “mixed-use” blend. Requiring the maximum per individual use would have required 1,092 spaces versus the existing parking supply on site of 928 spaces. The study also looked at three similar locations in the region for comparisons. Of note: Maryland Heights, MO requires that a mixed use center of 100,000 to 400,000 square feet to have a parking ratio of 5 spaces per 1000 square feet. The multiplier then decreases to 4.5 spaces for centers of 30,000 to 100,000 square feet.

Based on this prior evidence from the variances granted, and complaints from property owners stating that the number of parking spaces required by the Zoning Code does not match with the actual number of spaces used, Staff is seeking a text amendment to allow for a 15% reduction in the number of parking spaces for shopping centers that offer a mix of retail, restaurants, and personal services.

DISCUSSION

Comprehensive Plan Review

The Comprehensive Plan does not provide much direction on the number of parking spaces. However, the Design Guidelines do include a recommendation that shopping center parking lots should avoid the appearance of a large expanse of asphalt. Parking lots should be visually and functionally segmented into several smaller lots. (Page 12). Further the Design Guidelines recommend that the design of off-street parking areas should limit vast open areas of asphalt parking spaces, especially in the front of commercial buildings...(page 19). While most of the existing shopping centers and mixed-use developments were built prior to the current code, requiring more parking than necessary only promotes large expanses of asphalt. Allowing for the reduction of required parking would further the goals and recommendations of the Comprehensive Plan to the extent that any new, modified, or redeveloped centers will be able to increase the ratio of building to parking.

Zoning Regulations

The stated purpose and intent of the Off-Street Parking and Loading Regulations are:

ARTICLE VII. OFF-STREET PARKING AND LOADING REGULATIONS

SECTION 405.790: *APPLICABILITY*

A. *Purpose And Intent.*

1. *The purpose of this Section is to ensure that an adequate, safe and convenient arrangement of pedestrian circulation facilities, roadways, driveways, off-street parking and loading spaces are provided on every site requiring site development plan approval. Such roads, pedestrian walks and off-street parking and loading facilities shall be designed as an integral part of an overall site design and shall be properly related to existing and proposed buildings and appropriate landscaping. Parking facilities shall be landscaped and screened to the extent necessary to eliminate unsightliness and monotony of large concentrations of parked cars. Parking facilities shall be designed with careful regard to orderly arrangement, topography, landscaping, ease of access and shall be developed as an integral part of an overall site design. Any above ground loading facility shall be screened from public view to the extent necessary to eliminate unsightliness. (Emphasis added).*

However, the rules for computing the number of parking spaces required are often seen as contrary to this purpose. Section 405.820.A. *Rules For Computing Parking Spaces* state that uses within mixed-use buildings are required to be computed separately for each use, and shopping centers with a mix of personal and retail services are also required to compute the required parking based on each use per the following:

SECTION 405.820: *REQUIRED OFF-STREET PARKING SPACES*

A. *Rules For Computing Parking Spaces.* In computing the number of required off-street parking spaces, the following rules shall apply:

3. In the case of mixed uses, the parking spaces required shall be computed separately for each use except as provided in Sections 405.800(G)(3--4) and 405.820(H)(6)(b).

B. *General Parking Requirements.*

1. Shopping centers designed for retail uses in SIC Codes 53, 54, 56 and 59 and personal service establishments shall provide four (4) parking spaces per one thousand (1,000) square feet of floor area unless the proposed mix of land uses in the shopping center require a higher number, in which case the higher number shall be required.

Below are the some of the parking requirements for those uses that are generally found in shopping centers, including barbershops and beauty shops, and shoe repair under personal services, which are most often cited as out of proportion with actual parking needs:

F. *Wholesale And Retail Trade (SIC codes 50-59).*

3. Furniture and home furnishings stores (including carpeting and major appliances) (SIC Code 57). Four (4) parking spaces per one thousand (1,000) square feet of gross floor area.

4. General retail establishments (general merchandise, food, apparel and accessories and miscellaneous retail stores) (SIC Codes 53, 54, 56 and 59). Four (4) parking spaces per one thousand (1,000) square feet of floor area.
5. Restaurants and bars (SIC Code 58).
 - a. One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area.
 - b. Small restaurant facilities which offer only carry-out/delivery service and/or a seating capacity of sixteen (16) or fewer persons shall provide parking spaces at the ratio required for basic retail uses; provided such small restaurant facilities shall not be freestanding or provide drive-through, drive-up or curbside service facilities.
- H. Services (SIC Codes 70--89).
 2. Personal services (SIC Code 72).
 - a. Laundry, cleaning and garment services (SIC Code 7210).
 - (1) Dry cleaning pickup establishments (SIC Code 7219). One (1) space per one hundred fifty (150) square feet of floor area for the pickup area and one (1) space per three hundred (300) square feet of floor area for clothing storage and other areas.
 - (2) All other uses. One (1) space per three hundred (300) square feet of floor area.
 - b. Barbershops, beauty shops, nail salons and tanning salons (SIC Codes 7230 and 7240). Three and one-half (3.5) spaces per barber, beautician and/or manicurist station or one (1) space per one hundred (100) square feet of floor area, whichever is greater.
 - d. All other personal service establishments. One (1) space per two hundred (200) square feet of floor area.
 3. Miscellaneous business services (advertising agencies, news agencies and television and radio broadcasting facilities) (SIC Code 73 except 737).
 - a. One (1) space per three hundred (300) square feet of floor area.
 - b. Computer services (SIC Code 737). One (1) space per two hundred (200) square feet of floor area.

While these standards may be appropriate for stand-alone locations, they fail to recognize that consumers tend to “self-regulate” when it comes to parking in shopping centers. That is, the average consumer will assess the availability of parking when arriving at a center and, if the lot is full, go to another location or wait for another opportunity. Certain shopping days (especially around Thanksgiving) may be the exception to the rule, but designing for one or two days of the year leads to sites that have undesirably large and expensive to maintain expanses of asphalt for the other 360+ days of the year. This is exactly the situation discouraged by the Design Guidelines and is not in keeping with the above-stated purposes of the parking regulations.

Although it is difficult to point to one certain standard that should be acceptable, there are the two centers (Bellerive and West Oak) that have been working with reduced parking requirements (8.5% and 15% reductions, respectively) over the past several years without any problems.

Indeed, they have been able to increase restaurant activity at both centers beyond what was previously possible, and parking problems have not arisen. To most fully meet with the design guidelines, and given past experience in the community, Staff therefore requests that the Code read as follows:

SECTION 405.820: REQUIRED OFF-STREET PARKING SPACES

- A. Rules For Computing Parking Spaces. In computing the number of required off-street parking spaces, the following rules shall apply:
 - 3. In the case of mixed uses (that include office and residential), the parking spaces required shall be computed separately for each use except as provided in Sections 405.800(G)(3--4) and 405.820(H)(6)(b).
- B. General Parking Requirements.
 - 1. Shopping centers designed for restaurant, retail uses and personal service establishments shall ~~provide four (4) parking spaces per one thousand (1,000) square feet of floor area unless the proposed mix of land uses in the shopping center require a higher number, in which case the higher number shall be required,~~ provide the combined total parking spaces for each use, less a fifteen percent (15%) reduction in the total number of parking spaces required.

Note that a qualifying phrase has been added to the computation rule for mixed use centers to help differentiate them from retail shopping centers. Truly mixed-use facilities have different influences upon their parking demands and they are not the subject of this application.

Also, to prevent a double-dipping of the reduction for the properties that have received a variance, the draft ordinance states that those properties may not take the reduction in addition to the amount of the variance granted.

ACTION AND MOTION

If the Planning and Zoning Commission is satisfied that the amendments accomplish the purpose of the Comprehensive Plan and Zoning Code as proposed, then they should make motion on the attached draft ordinance. Action on the text amendments will be in the form of approval, approval as modified, or denial. The following would be an example motion for this application:

“I move to recommend approval of the draft text amendment ordinance attached to the January 22, 2013, staff report on Application #12-045 to allow for a 15% reduction in the calculation of the number of parking spaces for shopping centers as discussed by the Planning Commission this day.” (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.

BELLERIVE PLAZA



ST. LOUIS BREAD COMPANY

The DESCOCO GroupSM

25 N. BRENTWOOD BLVD.

ST. LOUIS, MISSOURI 63105

314-994-4444

www.descogroup.com

RECEIVED

JAN 18 2007

PLANNING DEPT.

Bellerive Plaza, represented by The DESCO Group, comes before the Board of Adjustment seeking assistance. Over the last several years, Bellerive Plaza has experienced a growing percentage of vacancy in the retail portion of the shopping center, due to a number of reasons.

Olive Blvd has seen a tremendous amount of growth in retail development throughout the trade corridor between Lindbergh and Woodsmill Roads. The additional competition, as well as the appeal of new construction, often creates an uphill battle for existing, older centers, particularly when it comes to attracting exciting new retailers.

Other challenges facing Bellerive are its orientation to Olive, and the natural traffic flow within the center. The main stretch of retail in the plaza is not only perpendicular to the street, but is also set back from Schnucks, creating a natural flow of vehicle and foot traffic that tends to lead away from the center's smaller businesses.

The DESCO Group has been working with several prospects that we view as "Junior Anchors"; tenants that we believe would bring more consistent consumer traffic, and therefore boost the center's appeal and marketability to future businesses coming to the area.

We at The DESCO Group have determined that The St. Louis Bread Company would fit our description of a "Junior Anchor", bringing consumers, as well as additional credibility to our shopping center. We have been working with this prospect, and are close to reaching an agreement that would relocate St. Louis Bread from a center in Chesterfield.

It has been confirmed that the addition of St. Louis Bread Co. would have a negative impact on the parking situation relative to code. However we believe that the actual parking capacity would allow for this popular restaurant user. Recently, The DESCO Group commissioned a study by Crawford, Bunte, Brammeier Traffic and Transportation Engineers that will show a surplus in parking availability based on current supply and demand within the Plaza. Upon suggestion from Mike Hurlbert, we attempted to come to a shared parking agreement with our neighbor, Commerce Bank, before coming to the Board with this request. In light of the future interests of their property, Commerce politely declined, and their correspondence is attached.

Obviously, we would not be sitting before you unless we needed assistance with a variance to city codes, so the following information has been assembled to present our case.

Please find the attached:

- Application for a Hearing before the Creve Coeur Board of Adjustment
- Crawford, Bunte and Brammeier traffic study; A report on observed supply and demand of parking availability at Bellerive Plaza
- Proposed site plan with St. Louis Bread Company

*Application for a Hearing before the
Creve Coeur Board of Adjustment*

1. *Date:* 1/4/07 *Number:* _____

2. *Action Requested:* *Variance* X
Appeal _____

3. *Applicant Information: Name* Bellerive Plaza, DESCO Investment Company LLC

Address 25 N. Brentwood Blvd.

Clayton, Missouri 63105

Phone No. 314-994-4444 *Fax No.* 314-994-4450

4. *Represented by:* The DESCO Group

5. *Location of Subject Property:* SWC of the intersection of Olive & Mason (12756 Olive)

6. *Specific action to which an Appeal is being sought:* Bellerive Plaza is seeking a
variance on the parking requirements for the shopping center.

7. *Basis for Appeal of the above action:* The center would like to add St. Louis Bread Company
which, as a restaurant, requires more parking per city codes.

8. *Ordinance Number and Code Section to which a Variance is being sought:* _____

26-93.6 (e) 1 (SIC Code 58)

9. *List the particular requirements of the Ordinance which prevent the proposed
construction:*

Parking requirements for restaurant use

10. *Describe the characteristics of the subject property which prevent the proposed construction:* The shopping center has 509 parking spaces, and is slightly under-parked

currently. The property was originally developed per county requirements, prior to the annexation by the city.

11. *List the particular hardship(s) which would result if the requirements of the Ordinance were applied to the subject property:* Over the last several year, Bellerive Plaza has

struggled to remain occupied, due in part to intense competition from the growing number of developments along Olive. Should St. Louis Bread Company be allowed to join the center, Bellerive Plaza's attractiveness and credibility will be improved for prospective businesses in the future.

12. *Name the specific reduction of the minimum requirements of the Ordinance which would be necessary to permit the proposed construction:* With the addition of

St. Louis Bread Company, the center would need a variance of 40-45 spaces to be code-compliant.

13. *By what authority does this Board have the right to hear the above-described request:*

Section 26-118 of the zoning code.

14. *Signature of Applicant:*

Pat Rosenblatt, Secretary (872-2501)

Date: January 16, 2007

To: Mr. Tim McCormick
The Desco Group

From: Doug Shatto

Project: Bellerive Plaza Parking Evaluation
CBB Job No. 230-06

Crawford, Bunte, Brammeier completed an evaluation of parking conditions at Bellerive Plaza Shopping Center in Creve Coeur to identify its current parking supply and demand conditions and whether the full occupancy of the center could be accommodated. Specifically, an effort was made to determine if sufficient parking is available to accommodate the addition of a St. Louis Bread Company restaurant in space that is currently vacant within Bellerive Plaza.

The following was concluded:

- The shopping center currently has an overall parking supply of 507 spaces. The proposed restaurant's primary parking field contains 86 parking spaces, while the inclusion of the adjacent parking areas would raise the parking supply to 252 spaces.
- Recent parking occupancy counts found that only 59% of the shopping center's parking spaces are occupied during the midday peak period of a typical weekday. Moreover, occupancy in the area where the Bread Company is proposed is only 55% to 63%. Consequently, there are surpluses of nearly 40 spaces in the proposed restaurant's primary parking area and almost 100 spaces within the larger parking area.
- The forecasted parking demand for the proposed St. Louis Bread Company would peak at 53 spaces on a weekday. Taking into consideration the existing and proposed uses, sufficient parking is available to meet the total forecasted demand. In fact, even if the remaining vacancies (general retail) were occupied, the forecasted demand for the shopping center would not exceed 74% of the current parking supply.

It can therefore be concluded that there is ample parking available within Bellerive Plaza to accommodate the proposed St. Louis Bread Company. Anticipated actual parking demands would be far less than is currently provided on-site.

December 6, 2006

Mr. Tim McCormick
The Desco Group
8040 Forsyth Boulevard
St. Louis, Missouri 63105

RE: Parking Evaluation
Bellerive Plaza – Creve Coeur, Missouri
CBB Job No. 230-06

Dear Mr. McCormick:

In accordance with your request, Crawford, Bunte, Brammeier has evaluated parking conditions at Bellerive Plaza in Creve Coeur, Missouri. The purpose of this evaluation was to determine if the parking supply within the shopping center is sufficient to accommodate the addition of a St. Louis Bread Company restaurant. The shopping center would not be expanded; instead, the additional restaurant would be used to help fill existing vacancies.

This analysis took into consideration the parking characteristics of the existing tenants, the forecasted characteristics of the proposed tenant and the existing parking supply within the shopping center. The study focused upon the midday peak period (11:30 a.m. to 2:30 p.m.) of a typical weekday, which represents the critical time with respect to the shopping center's parking demands as well as the proposed restaurant.

It should be acknowledged that this analysis did not include an evaluation of the shopping center's compliance with current zoning ordinances. It is our understanding that the parking requirements for this site were grandfathered for the available supply and that variances had previously been granted to reflect actual utilization. In fact, another parking study was completed in 1999, at which time the City also required circulatory and access modifications. Instead, this analysis simply focused on a comparison of the current parking supply to the anticipated demand for the proposed tenancy.

Existing Parking Supply

An inventory of the parking supply at Bellerive Plaza indicated that a total of 507 spaces are currently provided (this total includes approximately 14 stalls that are occupied by shopping cart corrals at the Schnuck's supermarket). For the purposes of this discussion, the parking fields were divided into six smaller zones (A-E & G), as shown on Exhibit 1, to isolate parking supplies and demands within specific portions of the site including those that would be most likely to serve the proposed restaurant.

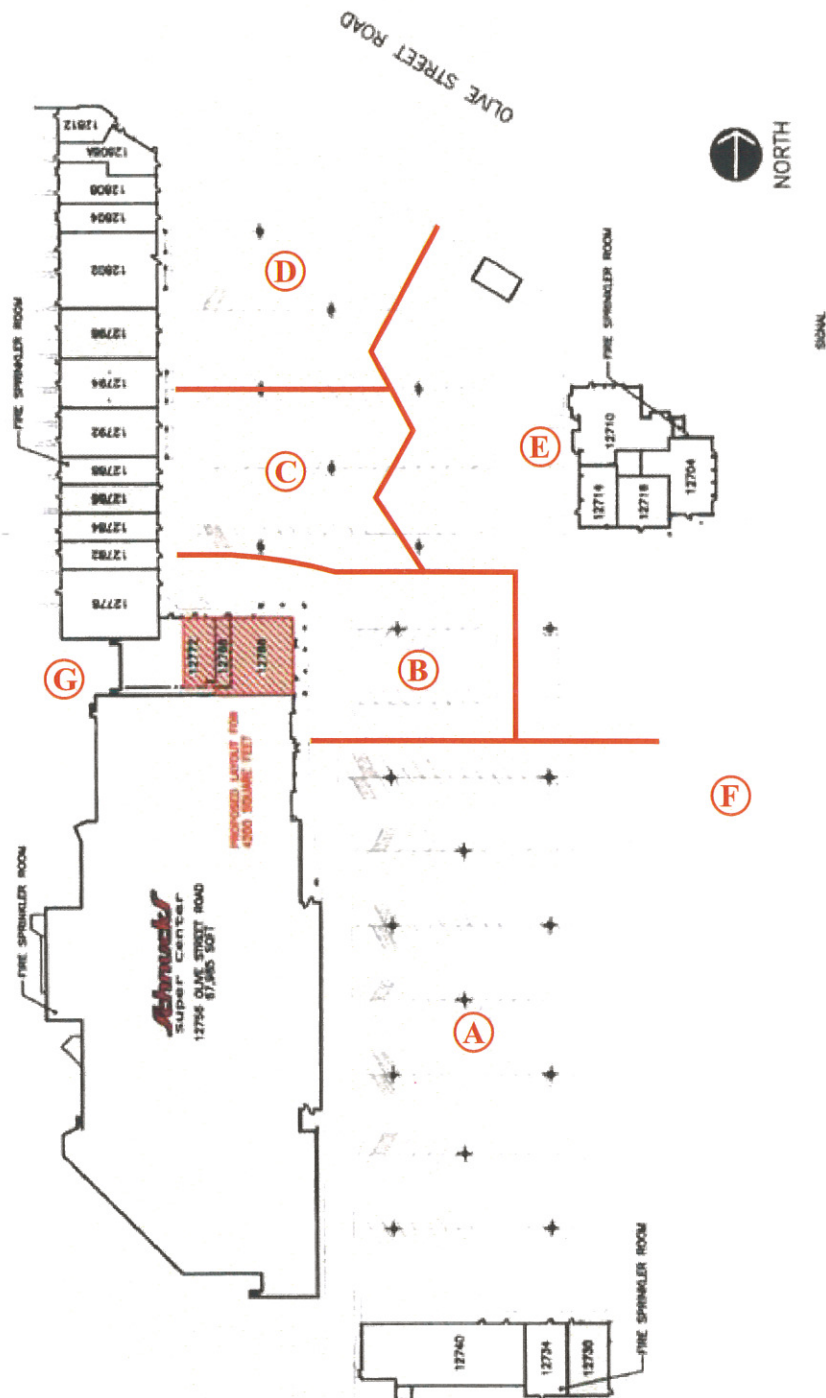


Exhibit 1: Parking Zones

Job# 230-06
12/1/06

Zones B & C represent the parking aisles that would most likely serve the proposed restaurant, though parking in Zones D & E would also be accessible to patrons and employees of the restaurant. Zone E represents the primary parking area for the outparcel on Olive Boulevard (where Bellacino's and Crazy Bowls & Wraps are located); Zone A represents the primary parking field for the supermarket and the Firestone dealership; and Zone G reflects employee parking in the rear of the shopping center. Finally, parking at the adjacent Commerce Bank Operations Center was also included in the inventory (Zone F) to reflect potential opportunities for shared parking between the adjoining properties.

The number of parking spaces in each zone was counted separately. The restaurant's primary parking field (Zones B & C) contains 86 parking spaces; inclusion of the adjacent parking areas (Zones D & E), which excludes the supermarket and employee parking, would raise the parking supply for the Bread Company site to 252 spaces. The parking supplies for each individual zone within Bellerive Plaza, as well as the adjacent Commerce Bank Operations Center, are summarized in Table 1.

Existing Parking Demand

In order to quantify existing demands, parking occupancy counts were performed on a typical weekday from 11:45 a.m. to 2:15 p.m. (parking occupancy was recorded in 15-minute intervals). It should be noted that these measurements were collected in late November, which typically represents a peak season for parking demand at shopping centers and supermarkets. Therefore, the corresponding estimates of parking demand were presumed to represent a worst-case scenario and no adjustments for seasonal fluctuations were needed.

Table 1 summarizes the number of vehicles parked in each zone. As can be seen, the peak demand occurred at 12:30 p.m. when 299 spaces were occupied (only 59% of the supply). More importantly, only 47 spaces (55%) were occupied within the Bread Company's primary parking area (Zones B & C). Including the adjacent parking areas for the adjacent retail and the outparcel (Zones B-E), which contain several other restaurants, increases the midday parking occupancy to 63% or 158 spaces.

As can be seen, the existing parking demand at Bellerive Plaza is considerably lower than the current supply of 507 parking spaces. Furthermore, the parking demand within those parking areas that would be most attractive to St. Louis Bread Company patrons is also relatively low. Based on the occupancy counts, there are surpluses of nearly 40 spaces in the proposed restaurant's primary area and almost 100 spaces within the larger parking area (excluding the supermarket and employee parking areas).

It should also be noted that over 70 spaces are typically available in the adjacent parking field for Commerce Bank Operations Center. Though it is not anticipated that cross-parking would be required, the establishment of a cross-parking easement would potentially provide additional surplus parking to accommodate extraordinary demands.

Table 1
Existing Parking Supply & Demand
Bellerive Plaza

Time	Zone							Total*
	A	B	C	D	E	F*	G	
Supply	224	36	50	75	91	220	31	507
Number of Spaces Occupied								
11:45 AM	146	18	19	35	36	141	3	257
Noon	138	22	21	44	55	145	2	282
12:15 PM	146	21	17	47	62	142	4	297
12:30 PM	138	26	21	46	65	143	3	299
12:45 PM	147	19	20	30	51	142	3	270
1:00 AM	153	24	19	26	50	142	4	276
1:15 AM	144	19	19	25	43	140	5	255
1:30 AM	145	15	20	32	30	145	4	246
1:45 AM	149	15	23	39	34	149	4	264
2:00 AM	149	15	20	33	25	152	3	245
2:15 AM	154	13	17	28	23	150	3	238

* - Commerce Bank Operations Center parking (Zone F) NOT included in totals.

Forecasted Parking Demand

The Desco Group proposes to fill approximately 4,200 s.f. of vacant space (including store fronts previously occupied by The Mizzou Connection) with a St. Louis Bread Company restaurant. In order to determine if sufficient parking is available to accommodate this change in use, we have referenced actual parking counts at another free-standing St. Louis Bread Company facility in the St. Louis area. Those previous studies indicated that a similar-sized Bread Company had a maximum peak (midday) parking demand of 53 spaces.

As previously noted, there are surpluses of nearly 40 spaces in the proposed restaurant's primary parking area and almost 100 spaces within the larger parking adjacent area. Therefore, it can be reasoned that the primary parking area (Zones B and C) would be heavily utilized during the midday peak. However, ample parking is provided within the immediate area (including Zones D and E) to meet the restaurant's demands during the 12:30 p.m. peak, when 94 parking spaces would be available. This finding suggests that the St. Louis Bread Company could be accommodated while retaining a surplus of more than 40 spaces.

Overall, the existing parking supply at Bellerive Plaza would be abundant. The anticipated demand for the St. Louis Bread Company was aggregated with the totals for the shopping center, resulting in a projected peak overall demand of 352 spaces, which represents only 69% of the total supply. Even if additional demands are calculated for the remaining vacancies (approximately 5,100 s.f.) at 4



spaces per 1,000 s.f., the forecasted peak would only be 370 spaces or 74% of the supply. Therefore, it is apparent that sufficient parking is available within Bellerive Plaza to accommodate the proposed change in use.

Finally, it should be noted that Desco is also considering the potential conversion of one restaurant in the outlot to retail space. This change in use would lower the projected overall demand for the shopping center by an estimated 10-15 spaces (from 20-30 at midday to 10-15), if not more. Furthermore, this reduction would occur within Zone E, which would be shared by the proposed Bread Company facility. In turn, this could reduce the shopping center's peak parking occupancy to only 70%.

Conclusions

As previously noted, the Desco Corporation is contemplating the addition of a St. Louis Bread Company restaurant in space that is currently vacant within Bellerive Plaza. Therefore, an effort was made to determine if sufficient parking is available to accommodate this use.

The shopping center currently has an overall parking supply of 507 spaces. The proposed restaurant's primary parking field contains 86 parking spaces, while the inclusion of the adjacent parking areas would raise the parking supply to 252 spaces.

Recent parking occupancy counts found that only 59% of the shopping center's parking spaces are occupied during the midday peak period of a typical weekday. Moreover, occupancy in the area where the Bread Company is proposed is only 55% to 63%. Consequently, there are surpluses of nearly 40 spaces in the proposed restaurant's primary parking area and almost 100 spaces within the larger parking area.

The forecasted parking demand for the proposed St. Louis Bread Company would peak at 53 spaces on a weekday. Taking into consideration the existing and proposed uses, sufficient parking is available to meet the total forecasted demand. In fact, even if the remaining vacancies (general retail) were occupied, the forecasted demand for the shopping center would not exceed 74% of the current parking supply. It can therefore be concluded that there is ample parking available within Bellerive Plaza to accommodate the proposed St. Louis Bread Company.

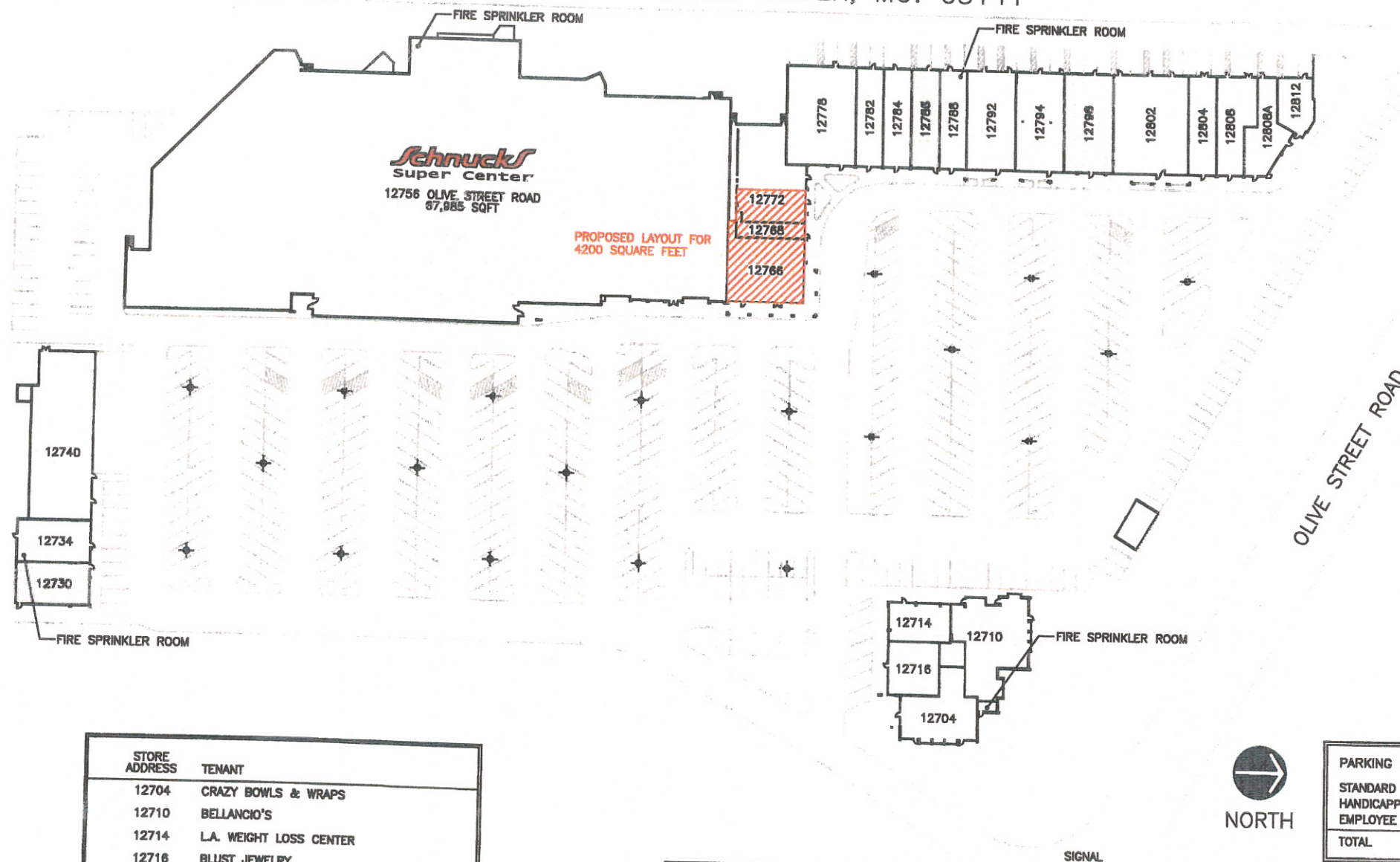
We trust that you will find this information useful in evaluating the parking needs of Bellerive Plaza. Please contact our offices should you have any questions or comments regarding this material.

Sincerely,

Douglas S. Shatto, P.E., PTOE
President

BELLERIVE PLAZA

12756 OLIVE STREET ROAD
CREVE COUER, MO. 63141



STORE ADDRESS	TENANT	
12704	CRAZY BOWLS & WRAPS	
12710	BELLANCIO'S	
12714	L.A. WEIGHT LOSS CENTER	
12716	BLUST JEWELRY	
12730	AVAILABLE	1500
12734	H & R BLOCK	
12740	FIRESTONE TIRE	
12756	SCHNUCKS	
12766	MIZZOU STORE	
12768	MERLE NORMAN	
12772	RADIO SHACK	
12778	FANTASTIC FINDS	
12782	CUSTOM CUTS	
12784	FOOT SOLUTIONS	
12786	NAIL SPA	

STORE ADDRESS	TENANT	SQ.FT.
12788	ST LOUIS CIGAR	
12792	WILD BIRD CENTER	
12794	HAIR SALOON FOR MEN	
12798	AVAILABLE	2490
12802	THE LITTLE GYM	
12804	CHENOWETH CHAPMAN CLEANERS	
12808	JIMMY JONES SANDWICH SHOP	
12808A	SILKY'S	
12812	EDWARD JONES	
		115,207

PARKING SUMMARY	
STANDARD	457
HANDICAPPED	20
EMPLOYEE	32
TOTAL	509



NORTH

SIGNAL

The DESCO Group
Strategic Real Estate Solutions

8040 Forsyth Boulevard
St. Louis, MO. 63105
314/994-4444

22163
062608

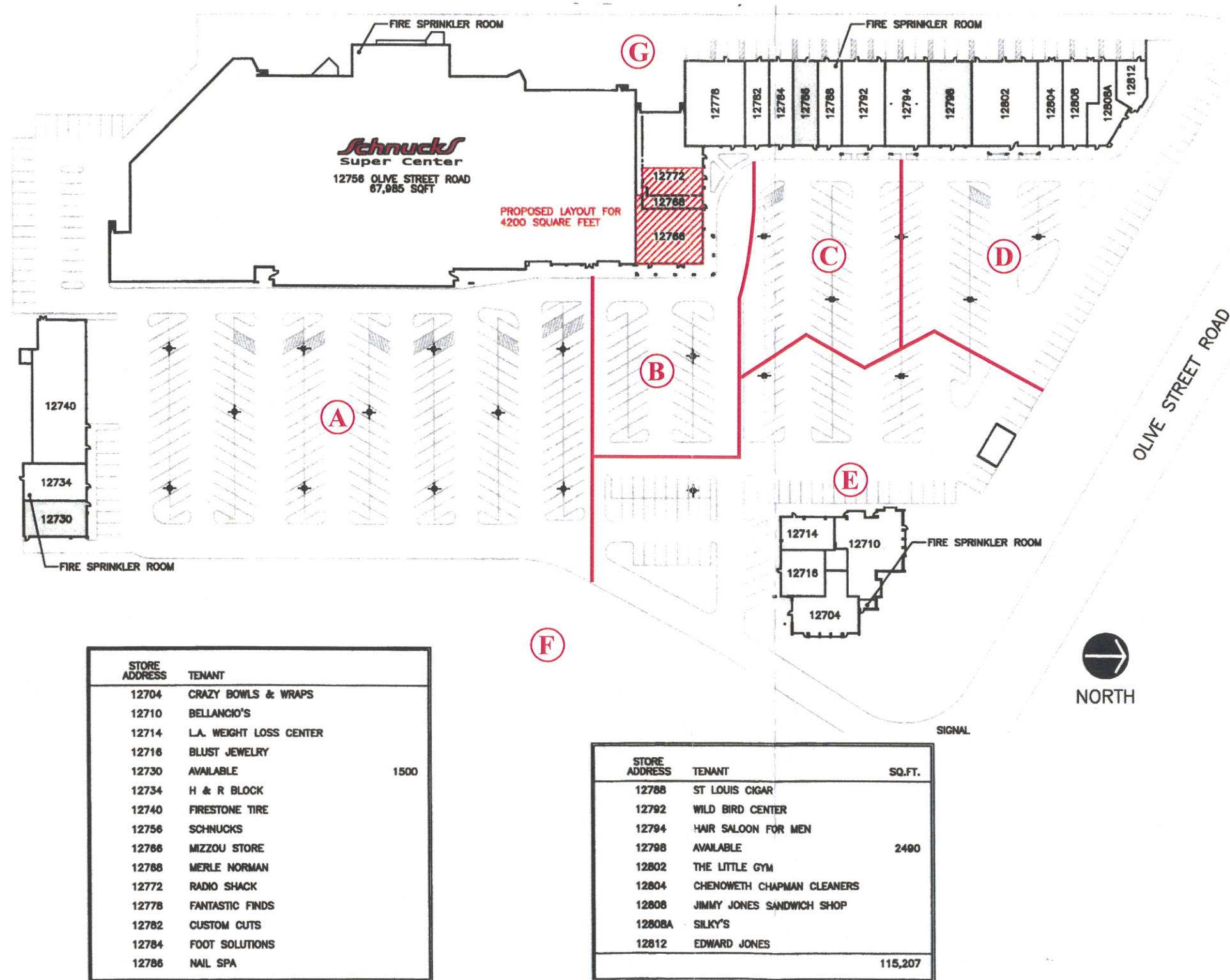


Exhibit 1: Parking Zones

September 23, 2009

Mr. Pat Cunningham
Capitol Land Company
11850 Studt Avenue
Creve Coeur, Missouri 63141

Re: Parking Study
West Oak Square
Creve Coeur, Missouri

Dear Mr. Cunningham:

At your request, the firm of Crawford, Bunte, Brammeier (CBB), has completed a parking study for the mixed use retail center known as West Oak Square Shopping Center located at the northeast corner of the intersection of Olive Boulevard and Craig Road in Creve Coeur, Missouri.

This study was initially undertaken as a result of several factors: the Olive Boulevard Transportation Development District's request for Right of Way dedication where the center lost several on-site parking spaces; by calculation, the shopping center has utilized all of the parking spaces available with the current mix of tenant uses in accordance with the City's parking requirements yet the center appeared to have excess spaces available during peak periods; and with the loss of the 48" oak tree, could parking spaces be added or relocated to areas of higher demand if required. Therefore, the study was conducted to determine the efficiency of the center and if the loss of parking from the TDD's roadway improvements created any shortage which could affect zoning compliance or the operation of the center.

All exhibits are included in the Appendix of this report.

According to the prime tenants in the center, site traffic is heaviest during the weekday near mid-day. Therefore, the parking study was initially conducted on a typical day which in this case was Tuesday, June 9, 2009. The site, illustrated in Exhibit 3, was divided into 8 zones. All spaces were counted every half hour from 10:00 a.m. through and including 7:00 p.m., see Exhibit 1.

At the time of the study, there were 924 spaces within this center. Since the time of this initial study, three additional spaces were removed by the Olive TDD and seven spaces are in the process of being added under the owner's permit number 21740. Therefore the site's parking count will increase to 928 and will be in compliance with the City's parking requirements, more specifically, Section 26-



93.1(c). This is the result of adding 27 spaces in zone 5, removing 14 spaces in zone 4, and the removal of nine spaces in zone 1. The results of these adjustments are reflected in Exhibit 2.

The parking data was then summarized and plotted into Exhibit 4 and Exhibit 5.

Exhibit 4 illustrates for lines plotting the occupancy by various zones as follows:

- Zones 1, 2 and 3 represent the main parking areas in front of Dierbergs
- Zones 4 and 5 are adjacent to Olive Street Road
- Zones 6 and 7 are behind the center
- Zone 8 is the area intended for the bank

Exhibit 5 illustrates a combination of the eight zones to represent the overall site.

A close review of these two exhibits illustrates the following:

Exhibit 4

- Zones 1, 2 and 3 are the busiest (Main Field) with peak occupancy at 12:30 p.m.
- The remaining zones have peaks at or near the same time.
- All eight zones require 506 spaces at the peak period.

The site currently contains approximately 159,574 square feet of gross floor area and with 928 spaces is in compliance with Section 26-93.1(c), which requires “In the case of mixed uses, the parking spaces required shall be computed separately for each use except as provided in Sections 26-91.7(c), 26-91.7(d) and 26-93.8(f)(2)”. A Parking Tabulation Summary is provided on the overall site plan for reference and reflects that the current tenant mix is within three spaces of that required by the City of Creve Coeur.

The center is currently comprised of the following uses:

• Retail (supermarket)	76,024 s.f.	48%
• Retail (general merchandise)	30,052 s.f.	19%
• Restaurant	19,843 s.f.	12%
• Beauty Shop	8,080 s.f.	5%
• Service	2,625 s.f.	2%
• Office (Finance)	22,950 s.f.	14%

At the time of the study, only 2,000 s.f. (1.25% of the center) was vacant. Based on this information, only 55% of the parking spaces are used during typical peak periods.



The parking supply for the West Oak Square Shopping Center is 5.82 spaces per 1000 square feet of gross floor area. By comparison and for informational purposes only, CBB checked with three other public agencies to review their parking requirements as follow:

1. Bellerive Plaza in Creve Coeur, Missouri – This 120,000 s.f. shopping center was developed in 1978 under St. Louis County codes. That site has 525 spaces for a parking ratio of 4.4 spaces per 1000 s.f. The center was granted a 20 percent reduction in their parking requirements based on the mixed uses proposed.
2. Dierbergs Edwardsville Crossing in Edwardsville, Illinois – This recent mixed use development was substantially completed two years ago and was developed utilizing a parking ratio of five spaces per 1000 s.f. of gross floor area. The City of Edwardsville has since amended their ratios to one space per 300 square feet of gross floor area.
3. Maryland Heights, Missouri – The City of Maryland Heights requires a mixed use center between 100,000 and 400,000 s.f., a parking ratio of five spaces per 1000 s.f. Their ratio decreases to 4.5 for centers 30,000 to 100,000 square feet.

In response to your inquiry, regarding whether the center could support users with higher parking requirements, we offer the following analysis. A typical restaurant has a parking requirement almost 2.4 times that of retail use. While many restaurant businesses peak in the evening, lunch time is often the busiest at this center.

Exhibit 6 (see Appendix) illustrates that West Oak Square could replace up to 20,000 square feet of mixed use retail space with 20,000 square feet of restaurant (beyond what exists today) and maintain adequate parking supply.

Based on a 20,000 square foot conversion of retail to restaurant, the required number of parking spaces would increase to 1092. A 15 percent reduction would reduce the required parking number to 928. Next, with a new parking demand for the conversion reviewed and based on the centers peak day where 506 spaces were utilized, the conversion would result in a peak need of 670 spaces which still has approximately 258 surplus spaces. This new peak parking demand is still well within the capacity of this center.

Based on Exhibit 6, it appears that West Oak Square could convert approximately 20,000 s.f. of existing retail to restaurant use which would change the parking demand during peak period to approximately 670 spaces. Therefore a 15 percent reduction from the new required number of spaces ($1092 * 85\% = 928$) would allow this center to accomplish a conversion up to 20,000 square feet.

Exhibit 7 illustrates the site as it occurs with 928 spaces.

Please review this study and contact us should there be any questions or need of any additional information.



Sincerely,

A handwritten signature in black ink, appearing to read "David B. Brammeier". The signature is fluid and cursive, with a long horizontal stroke at the end.

David B. Brammeier, P.E
CEO

Appendix

1. Exhibit 1- Parking Lot Supply as of June 9, 2009
2. Exhibit 2- Parking Lot Supply as of October 1, 2009
3. Exhibit 3- Parking Lot Zones as of June 9, 2009
4. Exhibit 4- Occupancy by Zone
5. Exhibit 5- Combined Occupancy of all Zones
6. Exhibit 6- Parking Demand Sensitivity
7. Exhibit 7- New Site Plan – 928 Spaces

Dierbergs Parking Lot Counts At West Oak

ZONE	1	2	3	4	5	6	7	8	TOTALS
SPACES	138	229	144	87	91	104	63	68	924
TIME									
10:00 AM	33	90	65	8	14	33	0	20	263
11:00 AM	41	107	75	9	10	41	1	25	309
11:30 AM	46	128	84	16	29	45	1	23	372
12:00 PM	61	137	109	13	63	47	1	25	456
12:30 PM	75	157	115	15	68	49	0	27	506
1:00 PM	59	143	114	12	47	44	0	29	448
1:30 PM	61	122	104	10	25	39	1	25	387
2:00 PM	52	127	79	16	14	37	0	26	351
3:00 PM	46	123	63	11	8	38	1	27	317
4:00 PM	40	111	61	15	10	39	0	25	301
5:00 PM	42	119	63	12	17	35	0	22	310
6:00 PM	35	113	75	13	46	34	0	5	321
7:00 PM	31	82	54	10	48	30	0	5	260

Peak

Exhibit 1- Supply at Time of Study

Crawford, Bunte, Brammeier

Completed June 9, 2009

Dierbergs Parking Lot Counts At West Oak

ZONE	1	2	3	4	5	6	7	8	TOTALS
SPACES	129	229	144	73	118	104	63	68	928
TIME									
10:00 AM	33	90	65	8	14	33	0	20	263
11:00 AM	41	107	75	9	10	41	1	25	309
11:30 AM	46	128	84	16	29	45	1	23	372
12:00 PM	61	137	109	13	63	47	1	25	456
12:30 PM	75	157	115	15	68	49	0	27	506
1:00 PM	59	143	114	12	47	44	0	29	448
1:30 PM	61	122	104	10	25	39	1	25	387
2:00 PM	52	127	79	16	14	37	0	26	351
3:00 PM	46	123	63	11	8	38	1	27	317
4:00 PM	40	111	61	15	10	39	0	25	301
5:00 PM	42	119	63	12	17	35	0	22	310
6:00 PM	35	113	75	13	46	34	0	5	321
7:00 PM	31	82	54	10	48	30	0	5	260

Peak

Exhibit 2- Supply as of October 1, 2009

Crawford, Bunte, Brammeier

Completed June 9, 2009
Updated September 15, 2009

"PARK WEST PLAT 1"
DAILY NO. 204 5-16-58

"PARK WEST PLAT 4"
P.B. 94 P.G. 1

"PARK WEST PLAT 5"
P.B. 96 P.G. 30

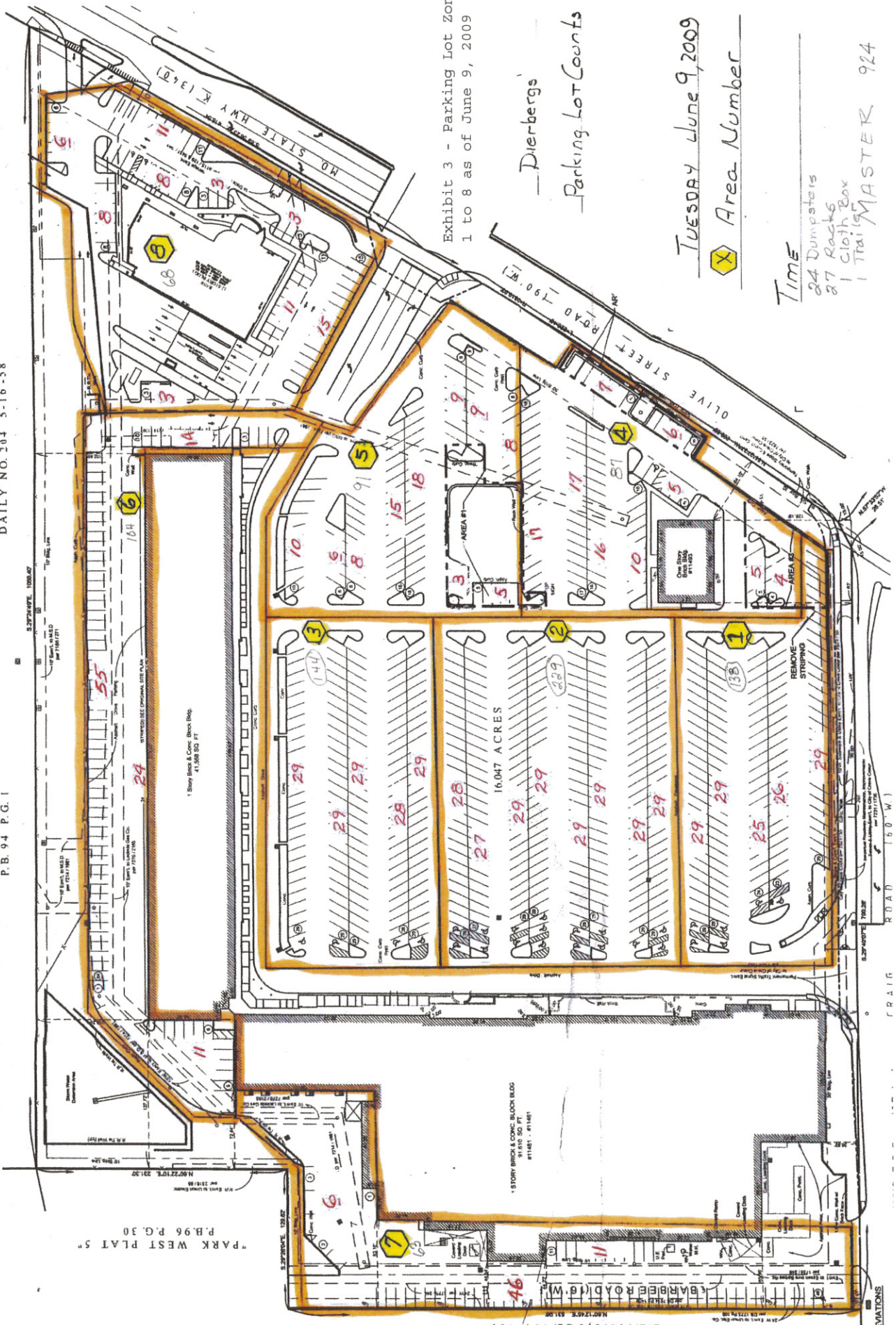


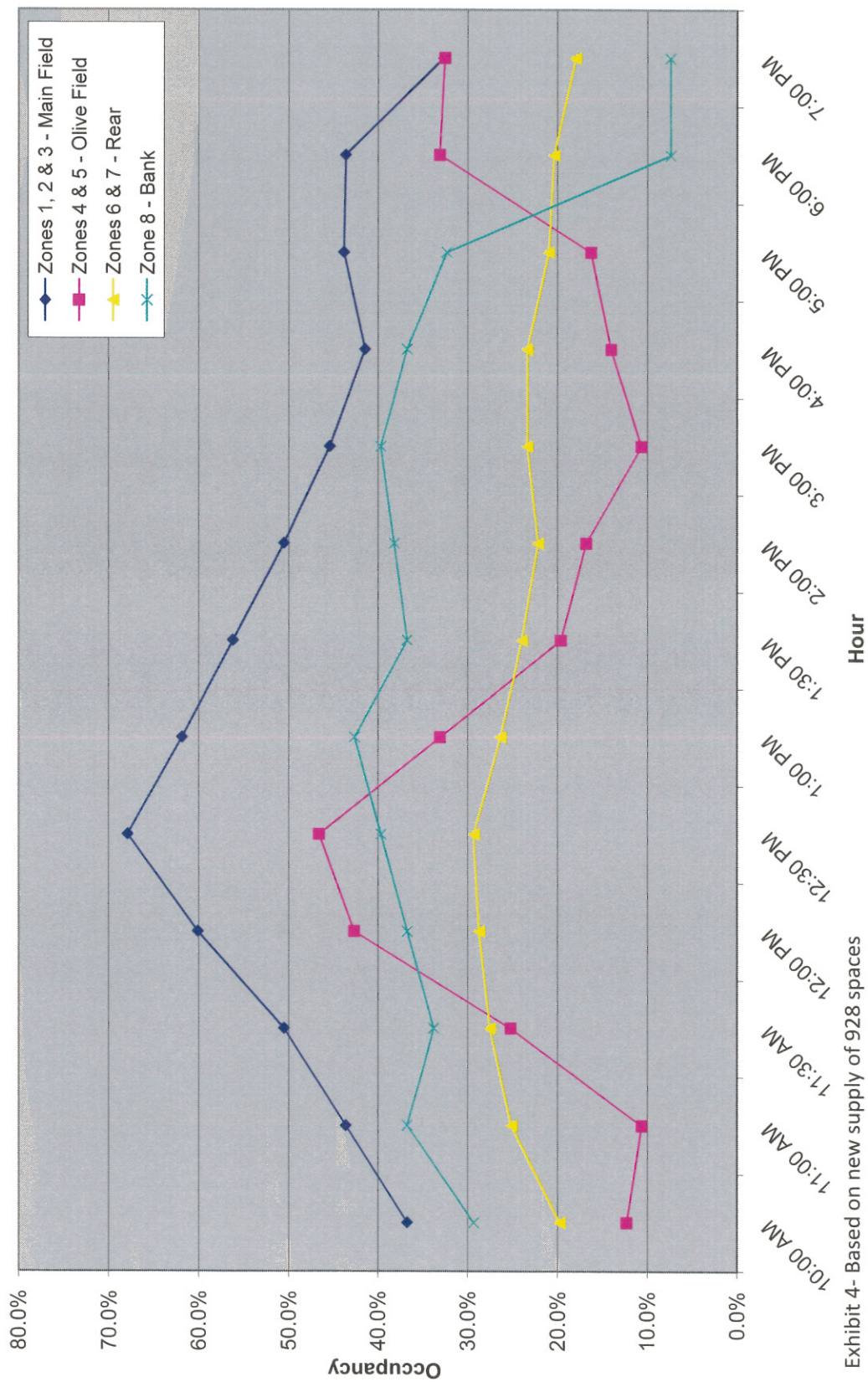
Exhibit 3 - Parking Lot Zones
1 to 8 as of June 9, 2009

Dierbergs
Parking Lot Counts

TUESDAY June 9, 2009
X Area Number

Time
24 Dumpsters
27 Racks
1 Cloth Box
1 Trailer MASTER 924

Occupancy by General Area - West Oak



Site Occupancy - West Oak

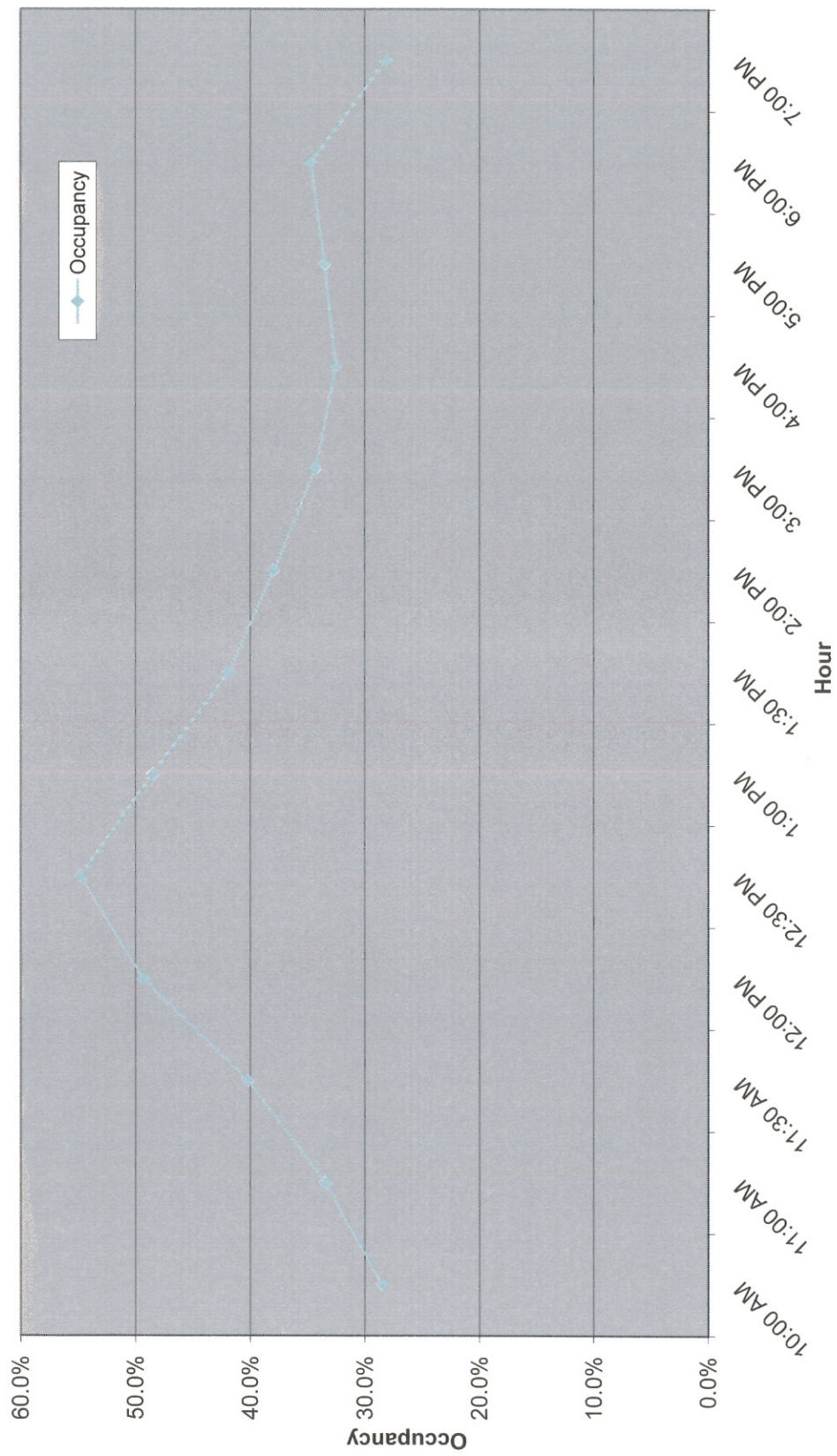


Exhibit 5- Based on new supply of 928 spaces

Exhibit 6			
Parking Demand Sensitivity			
Retail Vs. Restaurant			
Existing square feet		159,000	
Existing spaces		928 @ 5.82 Ratio	
Peak demand spaces @ 12:30 p.m.		506	
Convert 20,000 S.F. retail to 20,000 S.F. restaurant (-116)		<u>Peak</u> 506 -116	<u>Required</u> 928 -116
	4 spaces per 1000 S.F. +80	+80	+80
	1 space per 3 seats + 200	+200	+200
		New Demand 670	New Required 1092

[illegible]



RICE ASSOCIATES
Dave Ruiz



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

January 23, 2013

Honorable Mayor Glantz
City of Creve Coeur
300 N New Ballas Road
Creve Coeur, MO 63141

Re: Record of Planning Commission Decision on Application #12-045

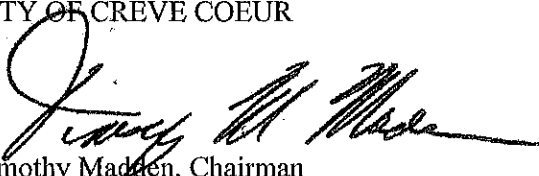
Mayor Glantz & Members of City Council:

The Planning and Zoning Commission, at its meeting of January 22, 2013, reviewed a staff request to allow a 15% reduction in the total number of off-street parking spaces required for retail shopping centers.

By unanimous vote, the Planning Commission recommends approval of Application #12-045 to allow a 15% reduction in the total number of off-street parking spaces required for retail shopping centers. The first reading of the draft ordinance by the City Council is scheduled for Monday, January 28th, 2013.

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

Excerpts of Public Hearing TranscriptsPZ 012213.txt
PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

TUESDAY, JANUARY 22, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chairman

Mr. Michael Barton

Mr. James Faron

Ms. Cynthia Kramer

Mr. James Schnarr

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, Director of Community Development

Ms. Whitney Kelly, City Planner

Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

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

4772 Gatesbury Drive

St. Louis, MO 63128

(314)487-2259

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CHAIRMAN MADDEN: Okay. That'll move us to

Public Hearing C, Application No. 12-045: Approval of a

text amendment to allow a 15 percent reduction in the

total number of off-street parking spaces required for

Excerpts of Public Hearing TranscriptsPZ 012213.txt
5 retail shopping centers.

6 (Speakers were sworn by the court reporter.)

7 MR. LANGDON: Mr. Chairman, Members of the
8 Commission, Paul Langdon, Director of Community
9 Development for the City of Creve Coeur.

10 Essentially, this comes out of past history and
11 lessons learned, if you will. Working with Bellerive
12 Center and West Oaks Plaza several years ago, we soon
13 found ourselves running up against parking requirements,
14 wherein they could not bring in certain tenants, generally
15 restaurants, because they couldn't show that they had
16 enough available parking under the required parking
17 regulations of the Zoning Code.

18 Although, field observation showed that those
19 parking lots were never full. When we did some
20 comparative calculations of parking requirements for the
21 City versus other cities versus published information by
22 American Planning Association, we found that the City's
23 requirements were on the high side.

24 Mostly in that they didn't -- or allow for this
25 effect that shopping centers have where consumers tend to

18
1 self-limit.

2 When you approach a shopping center with
3 multiple tenants, you see the parking lot is full, you
4 don't want to park at the back, you come back another day.

5 It's not my observation, this is one of the
6 realities of -- of parking regulation. The ITE also
7 suggests that there is a shared parking, it's a
8 Transportation Engineers Manual, also suggest that there's
9 a shared parking dynamic, and that you can actually reduce
10 parking requirements as you get larger and have more

11 tenants, there's more of this interplay. So simply adding
12 up the requirements of each tenant to create some giant
13 number is really overstating the need.

14 Based on that and based on specific field
15 research, the Board of Adjustment granted variances to
16 Bellerive Plaza and West Oak Plaza. They refused their
17 parking requirements. The case of West Oak, which was
18 just a 15 percent reduction of the total requirement based
19 on a tenant-by-tenant addition.

20 In the case of Bellerive, it was a 45 parking
21 stall reduction, which amounted to little over 8 percent
22 of their actual requirement.

23 Since that time there's been no problems,
24 obviously, there are one or two days a year when the
25 parking lots are very full. We still have not had any

1 issues with people trying to park on the streets or not¹⁹
2 able to find parking. Sometimes they can't find the
3 parking they want. But that's a question of having to
4 walk either around the building or from the -- the further
5 reaches of the lot.

6 So with that in mind, we've spoken with the
7 owners of a couple of other multi-tenant centers who are
8 running into the same problem. The one in the MX District
9 that's at Tempo and Olive has run into this problem, as
10 well as the Altis-owned properties, which are Questover
11 and West Park.

12 West Park has an unusual situation in that, you
13 know, they have easements that allow parking throughout
14 that entire center. That's, you know, hundreds and
15 hundreds of parking spots. So there's really no

Excerpts of Public Hearing TranscriptsPZ 012213.txt
16 suggestion that they don't have -- they can't

17 theoretically provide enough parking.

18 But when you look at the actual lot directly in
19 front of the strip, it starts to get a little more
20 difficult because they also have the office building on
21 the south side of that lot.

22 So we would like to be able to -- to amend the
23 Code to reflect what we've already learned from these
24 other two centers; to allow a reduction of 15 percent for
25 consistency from the total tenant-by-tenant addition of

20
1 parking requirements.

2 I think there are lots of other numbers out
3 there. Different cities do different things. Some scale
4 that number depending on how big the center is; some
5 reduce it by more or less.

6 In this case, we're gravitating to the number
7 that we already know works for our two largest centers,
8 and are confident would work for the smaller ones as well.

9 That's all I have, unless there are questions
10 for me.

11 CHAIRMAN MADDEN: Sounds pretty much common
12 sense.

13 MR. LANGDON: Well, we try not to do that too
14 much.

15 CHAIRMAN MADDEN: No, no, it's got no chance.

16 MR. BARTON: Is there a -- any debate on
17 dropping it further? I mean that self-limiting -- I mean
18 trying to model something that take care -- takes care of
19 itself, I mean going forward, there's, obviously, a
20 threshold that you have to define in terms of what parking
21 spaces they have to have, but what if you didn't? What if

22 you just put the burden on the developer to have enough
23 parking spaces they felt was appropriate to do business?
24 What's the consequence of that?

25 MR. LANGDON: Well, there actually are cities

1 doing that now. They're dropping parking requirements or²¹
2 they're taking the other approach, which is to set a
3 maximum on it, so that you don't end up with vast unused
4 fields of asphalt, saying, hey, you know, this many spots
5 is plenty. After that if you don't build enough, well,
6 you're only hurting yourself, and the City shouldn't worry
7 about that.

8 That's certainly an approach we can take. It
9 would take some research on our part to -- to come to what
10 those numbers would be. Or if you wanted to press that
11 number down, you know, beyond 15 percent, 20 or 25, I'm
12 not sure what the right number would be, but we can
13 certainly look into that if that's the desire of the
14 Commission.

15 MR. SCHNARR: But the issue becomes if people
16 end up parking on the street where they don't -- where
17 they shouldn't be anyway and causing safety problems.

18 MR. LANGDON: Well, that's -- that's certainly
19 where the regulation comes from.

20 In our case, our centers, you know, front Olive
21 for the most part, but some of them do have sidestreets
22 where that could become an issue; some of them have drive
23 aisles that are large enough to appear to be able to
24 handle parking, but -- but would not be the right place
25 for that because of, you know, fire access, emergency

Excerpts of Public Hearing TranscriptsPZ 012213.txt
1 access. So that's -- that is the risk in -- in allowing
2 plazas to, theoretically, overdevelop. They now have this
3 issue of now what to do with the cars, cause if it's the
4 day after Thanksgiving, and you've got this -- this sort
5 of tidal wave of demand, you can run into a problem.

6 And we try not to set numbers based on one day a
7 year, but you also don't want to create an obvious hazard
8 by not addressing, you know, what we know will occur.

9 That's why I say we would want to do some
10 research and --

11 MR. SCHNARR: Right.

12 MR. LANGDON: -- before we recommend anything.

13 MR. SCHNARR: To date what you have has worked.

14 MR. LANGDON: I'm sorry?

15 MR. SCHNARR: To date what you have has worked.

16 MR. LANGDON: Yes. Yeah, the numbers, in terms
17 of the minimums, are more than enough, cause they say the
18 lots are not being used ever to their entirety, so I'm
19 confident reducing it some. Going a lot further, it just
20 would take more time to be certain.

21 MR. BARTON: But it -- it may not be working if
22 you measure are we -- do we have too big of lots. Are we
23 having too much --

24 MR. LUMLEY: Right, we're not looking at it from
25 the other perspective, that's true.

1 MR. FARON: Well, it is -- it is working at like ²³
2 West Oak, we've reduced their --

3 MR. LANGDON: Uh-huh.

4 MR. FARON: -- cars at 15, and another example,
5 so it is, and I'm near that shopping center, and probably
6 could even go more at times, I mean that's, but --

7 MR. LANGDON: Yeah.

8 MR. FARON: -- can I ask, Altis here, they're
9 basically kind of agreeing with Dr. Barton's to
10 self-regulate, that's kind of their perspective here --

11 MR. LANGDON: Yes.

12 MR. FARON: -- and just -- but they do mention
13 the parking ratio system is -- they don't think it should
14 be obsolete, but then what would their proposal be then on
15 ratio? I mean if they want something that's open-ended,
16 do they feel that it should be, you know, higher
17 percentage, I guess, or are they just saying -- you know,
18 they say that they don't want, you know, to be an
19 arbitrary number, but then they, you know, I don't know if
20 you spoke to them, but they're the ones down in Questover,
21 correct?

22 MR. LANGDON: Correct.

23 MR. FARON: Okay.

24 MR. LANGDON: Yeah, I haven't spoken to them
25 since they -- they wrote that letter. It was just

1 delivered to us late this afternoon. So I'm not sure what²⁴
2 their specific counterproposal would be.

3 I think, you know, in discussing it with them
4 prior to that letter, their feeling was that -- that, you
5 know, they don't really need a number, but that if there
6 is one, it should be, you know, something clear and
7 reasonable, so, you know, leaving it at five per thousand
8 is -- is simply too many.

9 If we reduce it down to, you know, two per
10 thousand, well, that -- that would sort of be a regulation
11 without a purpose, because from business model would

So I think what they're asking for there is just that if we're going to change that multiplier, that it be something in concert with the -- the business community to determine a realistic value.

MR. FARON: And -- and we're saying -- or you're saying we've used 15 percent before on a number of occasions and that seems to be the logical number that makes sense right now?

MR. LANGDON: Yeah, I don't -- I don't want to overstate it's on two occasions --

MR. FARON: Yeah.

MR. LANGDON: -- but they're the two largest in the City so.

MR. FARON: Okay.

MR. BARTON: Mr. Chairman.

I want to be clear too. I'm not suggesting that we be overaggressive right now, 15 percent's great with me, I'm just curious and thinking that maybe we should entertain it and do some research.

MR. LANGDON: Well, I can tell you that the City of Denver is, as far as I know, the largest city that has pretty much done away with parking requirements and left it up to the market to determine.

Now, in a big city you typically have street parking allowed in most locations. So they're already assuming that, and we will assume that in the little downtown area as well.

But in the shopping centers, especially when you have residential sidestreets, it becomes little more risky to take that approach.

18 CHAIRMAN MADDEN: Yes, Mr. Faron.

19 MR. FARON: One other question related to that.

20 As we limited the MX -- or similar to MX,
21 40 percent, our previous discussion, let's say you get a
22 tenant or a -- some property owner that wants to
23 self-regulate, but just chooses not to, you know, what --
24 what is our power to stop someone from putting in a
25 ginormous parking lot, if -- if there is no limit, you

1 know, what can --

26

2 MR. LANGDON: Right.

3 MR. FARON: -- we do as a city to say, well,
4 this is overkill, and you know it or we know it, but --

5 MR. LANGDON: Site development plan. We would
6 look at the site coverage.

7 MR. FARON: Okay.

8 MR. LANGDON: Parking falls under site coverage.

9 MR. FARON: I figured we had other ways to
10 control that if they --

11 MR. LANGDON: Yeah.

12 MR. FARON: -- were out of control with their --

13 MR. LANGDON: I can tell you in the case of West
14 Oak, you know, they wanted to reallocate some of their
15 parking when they put in the landscape out front, that
16 additional landscape when Granite City came in and used up
17 a fair bit of parking to expand that space, and they ended
18 up running parking around the back, which is,
19 theoretically at least, employee parking.

20 I've been back there in the middle of the day
21 when most businesses are full staff, and I still don't see
22 very many cars, so even employees don't want to park in

Excerpts of Public Hearing TranscriptsPZ 012213.txt
23 the back.

24 MR. FARON: Is it behind Chipotle, back there?

25 MR. LANGDON: All the way around there's

1 parking.

27

2 MR. FARON: All the way back between the --

3 Okay. Yeah, I've seen it back there too so.

4 CHAIRMAN MADDEN: Any other questions?

5 Mr. Caldwell.

6 MR. DAVID CALDWELL: David Caldwell, 257

7 Brooktrail Court.

8 I just want to ask Mr. Langdon, is there a
9 possibility of unintended consequence, that being if you
10 reduce this parking, could a shopping center just
11 substitute another building for that parking, and is there
12 any desire to limit that possibility? In other words, you
13 could still maintain the same coverage by substituting a
14 building for the parking that you no longer have.

15 MR. LANGDON: I would say that's -- that's
16 almost a certainty. That's, basically, the West Oak
17 example came out of the interest in general -- I'm
18 sorry -- Granite City, they couldn't make it all balance
19 out. So at first they got the variance to reduce the
20 parking, that allowed them to eliminate some stalls. They
21 moved some around the back, and then they expanded the
22 building.

23 There is a point though where the increasing
24 floor area drives more parking, and you still sort of max
25 out what you can fit on the site, even with the 15 percent

1 reduction. So site coverage and FAR are still ultimately²⁸
2 control the intensity of the development.

3 How you balance floor area versus parking is --
4 is something you deal with as you go.

5 MR. DAVID CALDWELL: So there's no desire to
6 limit that, just let FAR cover it?

7 MR. LANGDON: Right. Ultimately, you know,
8 we're -- we're -- we're saying that we're still going to
9 add up all the tenant -- tenant-by-tenant numbers and to
10 create one sum, and then bring that down. So if you add
11 more floor area that -- that grand total, if you will,
12 still goes up, and then you pull it back, so you're still
13 going to reach a point where you just can't provide the
14 parking, and then combine that with FAR and coverage, you
15 effectively cap the development intensity, which is
16 ultimately the main concern.

17 MR. SCHNARR: Does the existing regulation
18 specify size of parking space --

19 MR. LANGDON: Yes, sir.

20 MR. SCHNARR: -- because I've been some places
21 you can't even get out of your car and others you could
22 park two cars.

23 MR. LANGDON: Yeah, some cities allow a -- a
24 site plan variance, if you will, on parking stalls where
25 you can go down to a minimum size, and those are usually

29
1 8-by-18, those are the ones like Brentwood Square, where
2 you can only just barely open the door enough to get out.

3 In our case, we -- our minimum is 9-by-19.
4 Other cities require 10-by-20. Just depends on -- on the
5 design objective of the city. But ours are fixed at
6 9-by-19 for normal head-in parking. They have to be
7 larger if you're in parallel parking situation.

8 CHAIRMAN MADDEN: Any other questions?

9 Okay. That'll end our public hearing.

10 (The public hearing was ended.)

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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 Hearings 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. 5415

ORDINANCE NO. _____

AN ORDINANCE REAPPROVING OFFICIAL BOND FOR OFFICERS AND EMPLOYEES OF THE CITY PURSUANT TO SECTION 14.4 OF THE CITY CHARTER.

WHEREAS, Section 14.4 of the City Charter requires officers and employees of the City who receive, disburse, or are responsible for City funds to give bond to the City as prescribed and approved by the City Council, and

WHEREAS, it is necessary and appropriate for the City Council to periodically consider and reapprove such bonds,

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

SECTION 1: Pursuant to City Charter Section 14.4, the Hartford Fidelity Bond CrimeShield Policy No. 84BPEAH1419 is hereby reapproved with a limit of \$200,000 per loss for employee theft, an excess limit of \$50,000 for the Director of Finance, and a \$250 deductible. 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 bond.

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

ADOPTED THIS ____ DAY OF _____, 2013.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



MEMORANDUM

DATE: February 7, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Employee Bond

The City Charter, section 14.4, requires that all officers and employees of the City who receive, disburse or are responsible for city funds and such other appointed or elected officers and employees as designated by City Council be covered by a Bond. For a number of years the City has used a Fidelity Bond to provide that coverage.

Initially the coverage was \$100,000 per employee. Approximately 5 to 6 years ago I increased the amount of coverage to \$200,000 per employee plus an additional \$50,000 for the Director of Finance. The Charter provision also requires the amount of Bond to be set by Ordinance. Our research indicates this may have not been done. For this reason we are requesting that Bill No. _____ be adopted which set the Bond amounts for employees per the current coverage as required by the Charter.

I would be pleased to respond to any questions.

BILL NO. 5416

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CREVE COEUR AND ST. LOUIS COUNTY ACTING FOR THE ST. LOUIS COUNTY EMERGENCY COMMUNICATIONS COMMISSION REGARDING SUBSCRIBER RADIOS AND THE INTEROPERABLE RADIO SYSTEM.

WHEREAS, The City of Creve Coeur wants to facilitate state of the art emergency communications, and

WHEREAS, a county-wide emergency communications radio system is being developed in accordance with federal requirements, and

WHEREAS, the St. Louis County Emergency Communications Commission ("ECC") has been formed to administer that system, and

WHEREAS, it is necessary and appropriate for the City to enter into an agreement with St. Louis County acting for the ECC regarding such radios and system,

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

SECTION 1: It is hereby authorized that an agreement with St. Louis County, Missouri, acting for the ECC, for Subscriber Radios and the Interoperable Radio System, be executed by the City Administrator as set forth in Exhibit A and that the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be consistent with the provisions and intent of this Ordinance with such changes as may be 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.

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

ADOPTED THIS ____ DAY OF _____, 2013.

ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK

USER AGREEMENT FOR SUBSCRIBER RADIOS INTEROPERABLE RADIO SYSTEM

THIS AGREEMENT, Made and entered into this _____ day of _____, 2012, by and between ST. LOUIS COUNTY, MISSOURI, acting for the St. Louis County Emergency Communications Commission, hereinafter referred to as “ECC”; and _____, hereinafter referred to as “Agency”;

WITNESSETH:

WHEREAS, ECC has entered into a contract with Motorola Solutions, Inc. (“Motorola”) whereby Motorola is obligated to design, deliver, install, test, and maintain a county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (the “System”);

WHEREAS, ECC intends to provide radios to Agency to enhance its ability to communicate for both routine and emergency operations and to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, Agency is authorized to enter into this Contract by Ordinance No. _____, and ECC is authorized to enter into this Contract by Ordinance No. 12,154;

NOW, THEREFORE, the parties agree as follows:

1. Definitions. The following definitions apply to these terms, as used in this Agreement:

Infrastructure –all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems.

Subscriber Radios or Radios –mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH).

2. **Use of the System.** ECC hereby grants Agency permission to use the System, after it is installed, tested and accepted, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations.
- c. Agency shall commit to transitioning its operations to the System and, upon so doing, relinquishing unused VHF/UHF frequencies and associated licenses within its control. Agency shall cooperate with the ECC to develop a list of such frequencies, in compliance with the FCC Order dated February 21, 2012, DA 12-245, WT Docket 99-87.

3. **Title and Ownership of Subscriber Radios.** ECC agrees to transfer ownership of the Subscriber Radios specified in **Exhibit A** (Radios) which is appended hereto and made a part of this Agreement, to Agency to enhance its ability to communicate during routine and emergency operations anywhere within St. Louis County and the rest of the metropolitan area. Agency agrees to accept ownership of the specified Radios upon receipt and comply with all provisions of this Agreement. Agency shall not transfer, sell, give or otherwise dispose of any of the Radios without the consent of the ECC. During the term of this Agreement, ECC may purchase and transfer to Agency additional Radios. ECC and Agency agree that the provisions of this Agreement will apply to all such additional transfers of Radios accepted by Agency. ECC shall, upon each additional transfer, provide Agency with an updated **Exhibit A** which the parties agree may be added to this Agreement as an amendment signed by both parties. The Agency agrees to accept title to the Radios if such title is required.

Exhibit A is intended to accomplish a like-for-like replacement (see identification of standard Law Enforcement, Fire/EMS, and Local Government radios in sections 4.3, 4.4 and 4.5 of Countywide Radio System Policies Adopted May 10, 2012 attached hereto as **Exhibit B**) for each operational radio owned by Agency, as well as non-functioning radios that failed within the past two years and were not replaced by Agency in anticipation of entry into this Agreement. Exhibit A is not intended to accomplish a replacement of stockpiled out-of-service radios. In the event that the parties agree that **Exhibit A** is incomplete, ECC shall supply additional replacement radios and **Exhibit A** shall be amended accordingly. ECC will make the final decision on such matters.

Agency understands and agrees that it will be primarily responsible for funding and procuring additional radios in the event of growth of its individual programs. Agency agrees it generally must fund any cost differences for additional radio features or substitutions that it requests.

ECC agrees to procure and allocate a reasonable number of spare portable radios to participating agencies as deemed appropriate. Final decision on spare portable radio allocations will be made by ECC.

4. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming the Radios. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

5. **Radio Inventory Control.** Agency shall inspect each of the Radios upon receipt to make sure it is in good working order and free from defects and malfunctions. If each of the Radios is found free from defects/malfunctions Agency shall indicate its acceptance of each of the Radios on the Inventory Control Form, a sample of which is attached to this Agreement as **Exhibit C**. If any of the Radios is found to be defective and/or malfunctioning Agency shall describe the defects/malfunctions on the Inventory Control Form and promptly provide the form to the Director of Emergency Communications for ECC by fax or e-mail. Upon request, Agency will provide a written inventory of each of the Radios to the Emergency Communications Director. The report shall be in a format approved by the ECC.

6. **Property and Casualty Insurance.** Agency agrees to maintain such property and casualty insurance as it deems appropriate on each of the Radios. Although the ECC will pay for depot maintenance coverage (see Section 8) for malfunctions due to manufacturing defects, all costs attributed to the loss, breakage, misuse, or destruction of a Radio will be the responsibility of the Agency.

7. **Infrastructure.**

- a. System Design & Construction – The ECC will be responsible for all System design, site acquisition, construction, testing, cutover, and acceptance activities for the Infrastructure. Concentration will be given to outdoor coverage and building penetration, inter-agency interoperability, System redundancy, and network survivability.
- b. Operation, Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Infrastructure. The ECC will oversee and manage contractors authorized to maintain and support the Infrastructure.
- c. Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the equipment sites of the Infrastructure.
- d. Critical System Data – The ECC will ensure that all System data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St Louis County standards and best practices.

- e. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to Motorola practices.
- f. Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.
- g. System Inventory – The ECC shall be responsible to maintain and update an inventory of the Infrastructure in accordance with the fixed assets policies of St. Louis County.
- h. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Infrastructure, including contingency funding to address unforeseen emergency requirements.

8. **Subscriber Radio Warranty and Maintenance.** The ECC will provide the 1-year warranty as described in the Motorola Contract, subject to the exclusions, limitations, conditions and disclaimers stated therein. To the extent that ECC has sufficient funds available, the ECC will fund the annual depot maintenance costs for the Radios for the five-year post-warranty period (including any Radios that were purchased directly by the Agency from the Motorola Contract), subject to the exclusions, limitations, conditions and disclaimers stated in the Motorola Contract. In the event that ECC does not have the funds necessary to cover maintenance costs, ECC's obligation to pay for maintenance costs shall be terminated without financial penalty to ECC. ECC shall notify Agency in writing of its inability to provide continued appropriations to pay for maintenance costs. At such time, Agency and ECC will meet to discuss funding options to cover the maintenance costs. Agency agrees to take proper care of each of the Radios as recommended by the manufacturer and standard operating procedures. Agency will be responsible for coordinating repair scheduling and/or drop off with the maintenance contractor. Billable repairs caused by accident and/or misuse will be the responsibility of the Agency.

9. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Radios. The ECC will suspend the missing Radio's electronic registration within the System, so that it cannot be used by unauthorized persons.

10. **Training.** Agency agrees to provide and maintain training to personnel in the proper and safe use of the Radios. Motorola will conduct training classes as described in the Motorola Contract, and Agency will be invited to participate in such training.

11. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Radios for all of their operations, including those which may involve travel outside of the metropolitan area for special events and emergency/mutual aid response.

12. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

ECC:

Director of Emergency Communications
St. Louis County Police Department
7900 Forsyth Blvd.
Clayton, Missouri 63105
Fax: _____

With a copy to:

County Counselor
St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

AGENCY:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

13. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Radios, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Radios. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

14. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2019 unless sooner terminated pursuant to Section 15 or Section 16. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost to achieve the common goal of enhanced communications.

15. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 15A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

15A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

16. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

17. **Return of Radios.** Upon expiration or termination due to Agency default, the ECC may require that all Radios that it provided to Agency that are less than six years old be returned to the ECC and that title to such Radios be transferred to ECC or to another entity designated by the ECC. In the event that Agency's services are assumed by another agency participating in the System, Agency may transfer its Radios to that new agency with advance notice to ECC.

18. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

19. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

20. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the ECC the _____ day of _____, 2012.

Executed by the Agency the _____ day of _____, 2012.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.

COUNTY OF ST. LOUIS

Chairman, Emergency Communications
Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

AGENCY OF

By: _____
Title: _____

ATTEST:

Approved as to legal form:

Agency Attorney

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

On this _____ day of _____, 201____, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [agency], known to me to be the person who executed the foregoing agreement in behalf of said Agency and acknowledged to me that he or she executed the same for the purposes therein stated.

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

Notary Public

My commission expires:



EMERGENCY COMMUNICATIONS
COMMISSION

COUNTYWIDE RADIO SYSTEM
Adopted May 10, 2012

1.0 Purpose

This document sets forth the policies for the distribution, ownership, technical support, maintenance, and operation of the countywide radio system, associated subsystems, and subscriber radios as provided by the St Louis County Emergency Communications Commission (ECC).

2.0 Definitions

- 2.1 Infrastructure – shall include all fixed electronic and civil components that make up the Countywide Radio System Network. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide radio recording systems.
- 2.2 Radio Dispatch Consoles & Subsystems – shall include video-display radio control consoles; backup radio consolettes; instant-replay position recorders; modular UPS systems; and associated backroom electronics.
- 2.3 Subscriber Radios – shall include all mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desk sets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

3.0 Infrastructure

- 3.1 System Design & Construction – The ECC will be responsible for all system design, site acquisition, construction, testing, cutover, and acceptance activities for the countywide radio system. Concentration will be given to outdoor coverage and building penetration, inter-agency interoperability, system redundancy, and network survivability.

- 3.2 Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the countywide radio system and all of its components listed in 2.1 above. The ECC will oversee and manage contractors authorized to maintain and support the system.
- 3.3 Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the remote (unstaffed) equipment sites of the countywide radio network.
- 3.4 Critical System Data – the ECC will ensure that all system data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St Louis County Standards and Best Practices.
- 3.5 Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills.
- 3.6 Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the countywide radio system. The ECC will investigate and remediate any complaints of interference or substandard performance of the system.
- 3.7 System Inventory – The ECC shall be responsible to maintain and update an inventory of the infrastructure components of the countywide radio system, in accordance with the fixed asset policies of St Louis County.
- 3.8 System Funding – The ECC shall, on an annual basis, budget sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the countywide radio system, including contingency funding to address unforeseen emergency requirements.
- 4.0 Subscriber Radios
- 4.1 Subscriber Radios - The ECC will be responsible for the procurement, installation, and programming of the subscriber radios for all user agencies within St Louis County. The ECC's responsibility for procurement and installation of such subscriber radios is limited to the initial project allocation for each agency, and

does not extend to individual agency program growth, or the need for additional radios in the future – in such cases, individual agencies must fund and procure their own additional radios. Initial project allocation of radios to individual agencies will be handled in accordance with 4.2 below.

- 4.2 Allocation of Subscriber Radios – In general, the ECC will provide to each approved user agency one like-for-like replacement subscriber radio (see 4.3, 4.4, and 4.5 below) for each operational subscriber radio owned by the individual agency; in addition, a like-for-like replacement may be provided for non-functioning user agency radios that failed in the past two years, and that were not replaced by that agency in anticipation of the ECC radio allocations. Stockpiled radios that are not in service will not be replaced by the ECC. Final decision on individual radio allocations will be made by ECC staff.
- 4.3 Law Enforcement Subscriber Radios – The standard mobile radio for law enforcement agencies shall be the Motorola APX7500 dual-band (800MHz/VHF) model. The standard portable radio for law enforcement agencies shall be the Motorola APX6000 (800MHz) model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.4 Fire/EMS Subscriber Radios – The standard mobile radio for fire/EMS agencies shall be the Motorola APX7500 dual-band (800MHz/VHF) model. The standard portable radio for fire/EMS agencies shall be the Motorola APX7000XE dual-band (800MHz/VHF) "extreme environment" model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.5 Local Government Subscriber Radios – The standard mobile radio for local government agencies shall be the Motorola XTL2500 (800MHz) model. The standard portable radio for local government agencies shall be the Motorola XTS2500 (800MHz) model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.6 Spare Portable Subscriber Radios – The ECC shall procure and allocate a reasonable number of spare portable radios to agencies as deemed appropriate. Final decision on spare portable radio allocations will be made by ECC staff.

- 4.7 Additional Subscriber Radio Accessories – The ECC may procure and distribute extra portable radio batteries and multi-unit chargers to agencies as deemed appropriate. Final decision on such items will be made by ECC staff.
- 4.8 Additional Subscriber Radio Features/Model Substitutions – Unless otherwise provided, agencies desiring additional subscriber radio features (such as encryption) or radio model substitutions (dual-band in place of single band) must fund the difference in cost.
- 4.9 Data Conversion – Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies.
- 4.10 Fleetmapping & Interoperability Template Design – The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for all user agencies. This will include design of specific talk groups to meet the routine needs of individual agency operations.
- 4.11 Title and Ownership – Upon receipt of subscriber radios from the ECC, title and ownership of said units will pass to the receiving agency. Such equipment shall not be disposed of in any manner without the express consent of the ECC.
- 4.12 Subscriber Radio Maintenance – The ECC will be responsible to fund the annual depot maintenance contract for all user agency subscriber radios provided by the ECC. Such coverage shall continue for a period of six (6) years following system acceptance (one year warranty + five years post-warranty maintenance). The ECC will also pay for the five-year post-warranty maintenance cost for any subscriber radios that are purchased directly by user agencies due to growth, new programs, etc. from the ECC contract for use on the radio system. Individual user agencies will be responsible to coordinate subscriber repair scheduling and/or drop-off with the contractor. Billable radio repairs caused by accident and/or radio misuse will be the responsibility of the user agency.
- 4.13 Memorandum of Understanding (MOU) – Each user agency that receives subscriber radio equipment from the ECC must sign an MOU agreeing to 4.1 through 4.12 above, and to operate all radio equipment in accordance with ECC policy and FCC regulations.



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: February 4th, 2013

TO: Mark Perkins, City Administrator

FROM: Glenn Eidman, Chief of Police

SUBJECT: User Agreement for New Interoperable Radio System

The St. Louis County E-911 commission has created a user agreement for the City of Creve Coeur and the Police department to replace all of our current hand-hand and mobile radio systems. The Police department wants to facilitate state of the art emergency communications with the new county-wide emergency communications radio system that is being developed in accordance with the federal requirements.

The St. Louis County Emergency Communications Commission has been formed to administer the system which will require the City of Creve Coeur and the Police department to enter into an agreement with St. Louis County which is acting for the ECC regarding that radio system.

The Police department is asking through the ordinance to enter into such agreement which would allow us to be a participant in this system as well as allowing us to accept all new radios for our vehicles, and hand-held radios.

RESOLUTION NO. 1045

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

WHEREAS, the City Council deems it necessary and recognizes the need to improve its existing roadway and sidewalk network to serve the citizens of Creve Coeur as well as those in the metropolitan area, and

WHEREAS, the City Council recognizes this STP-S Grant as an excellent opportunity to improve Emerson Road and to expand the sidewalk network along it for the benefit of the community.

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

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

Adopted this 11th day of February, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MRCC
City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 6, 2013

TO: Mark Perkins, City Administrator

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

SUBJECT: Project Summary and Grant Recommendation
Emerson Road Improvement Project

With the help of Horner & Shifrin, Inc., City staff is developing an application for a federal Surface Transportation Program (STP) grant for improvements to Emerson Road. Through this grant opportunity, the City will seek reimbursement for 80% of applicable design and construction costs for various sidewalk, roadway, and intersection improvements to Emerson Road. If the City is successful in securing this grant, construction would likely begin in the spring of 2016.

The grant requires that the City pass a resolution committing itself to the grant, and City staff seeks such a commitment from the City Council at this time.

Existing Conditions

Emerson Road begins at Ladue Road and runs north for approximately 1.2 miles along the east side of Interstate 270 until it ends at Olive Boulevard. This road passes through residential, institutional, and commercial areas and serves as a potential access road for the City's central business district. Emerson Road generally consists of one lane in each direction with a variable-width shoulder. The City maintains all but the southern 0.4 miles of Emerson Road, which is maintained by the Missouri Department of Transportation (MoDOT).

Concept Plan

The City hired Horner & Shifrin in 2010 to review the existing conditions along Emerson Road, to document its deficiencies, and to investigate improvements. The purpose of this work was to develop a concept-level improvement plan for Emerson Road that could be used as part of a grant application. While the concept plan was originally intended to be a strong supplement to the current grant application, its development also allowed more time for design, review, and coordination with residents, utilities, and MoDOT outside of any grant-imposed time constraints.

Horner & Shifrin and City staff identified several deficiencies along Emerson Road, including:

1. Peak hour congestion at Ladue Road
2. Irregular intersection at Old Ballas Road
3. Limited sight distance in the vicinity of DeSmet High School
4. Lack of a continuous sidewalk
5. Deteriorating wall structure on west side of Emerson Road
6. Non-standard roadway cross section

These individual issues combine to limit the efficiency and ease of use of Emerson Road and thereby discourage its use by motorists, especially during peak times. As an urban collector roadway, Emerson Road should serve as an alternative to adjacent roadways, such as New Ballas Road and Olive Boulevard, but it is currently not operating at this potential.

Proposed Improvements

The concept plan incorporates several design elements to address the deficiencies listed above, namely to improve the roadway conditions, geometry, and traffic flow. The goal of these improvements would be to make Emerson Road a more efficient and more widely used roadway that remains suitable for those who live there.

Resurfacing, reconstruction, and widening. The City-maintained portion of Emerson Road, generally between the entrances of DeSmet High School and Old Ballas Road, is proposed to be resurfaced following gentle realignment and widening to provide a standard cross section. In addition, the peak of a hill just north of DeSmet High School is proposed to be lowered to improve the sight distance that is currently impeded by the grade change.

Retaining wall replacement. The proposed roadway reconstruction includes the replacement of a deteriorating retaining wall that is currently supporting a portion of the west side of Emerson Road.

Sidewalk. A new sidewalk is proposed along the east side of Emerson Road to connect the upcoming Ladue Road sidewalk with DeSmet High School and the sidewalks on Old Ballas Road. This sidewalk will provide a pedestrian route between Ladue Road and Olive Boulevard that would be an alternative to that along New Ballas Road.

Sufficient right of way and easements exist along the east side of Emerson Road to install the sidewalk and a small tree lawn without the need to obtain additional right of way or easements.

Traffic circle at Old Ballas. The irregular intersection at Old Ballas Road is proposed to be replaced with a traffic circle, which is better suited for both vehicles and pedestrians than the existing intersection. The proposed traffic circle also eliminates the existing stop condition and allows for more efficient use of the roadway.

Designated turn lane at Ladue Road. Congestion on Emerson Road at Ladue Road during peak times has been observed to be exacerbated by the short right-turn lane from southbound Emerson to Ladue. The short length of this right-turn lane allows it to be blocked if more than two or three vehicles are waiting at the Ladue signal to proceed either left or straight. With this right-turn lane blocked, congestion can back up past the Emerald Green subdivision. An extended right-turn lane is proposed at Ladue Road to help eliminate this problem.

Review Meetings

Staff from Horner & Shifrin and the City held meetings with representatives from MoDOT, with local residents, and with the Planning and Zoning Commission to gauge their reactions to the proposal and to incorporate their comments where possible.

MoDOT. Given that the intersection of Ladue Road and Emerson Road is within the MoDOT right of way, it was important to review the Emerson proposal with MoDOT early in its development. Horner & Shifrin presented MoDOT with several proposals involving the intersection between Emerson and Ladue with varying degrees of impact and scope. The MoDOT representatives were openly encouraging of the proposed project and favored the creation of a designated turn lane from southbound Emerson Road to northbound Interstate 270. One sentiment from the meeting with MoDOT was that the ambitious nature of the current proposal might give it favorable review with a future grant commission.

MoDOT provided different comments when the project was discussed during a meeting with City staff in December 2012. MoDOT no longer favored the designated lane but the extension of the existing right-turn lane instead. This change of support was, in part, due to the recognition that this would be a large investment that would help solve only one of the issues at the Ladue/270 interchange. Although there are no plans to update the Ladue/270 interchange in the near future, it was recognized by MoDOT and City staff that the designated turn lane would likely be replaced by future improvements there.

Public information meeting. A public information meeting was held on June 15, 2011, at the Creve Coeur Government Center. Invitation letters were sent to all of the residents who live within the project

limits, as well as adjacent business owners and residents in the Emerald Green and Balmoral subdivisions. Approximately ten (10) residents attended the meeting. The general reaction to the plans was positive, with the most common question being in regard to the trees along the west side of Emerson Road. Residents living on Emerson Road wish to preserve these trees, as they provide a screen between them and Interstate 270. The current proposal shares this goal and will provide minimal impact to these trees.

The only negative comment received regarding the plan was in opposition to the pursuit of grant funding for the project.

Planning and Zoning Commission. City staff presented the concept plan to the Planning and Zoning Commission on July 18, 2011. The Commission gave unanimous support for the pursuit of a federal grant for the proposed improvements. City staff understands that the Planning & Zoning Commission will revisit the proposal for review and the required Section 89 approval during the project design phase.

Project Cost

Horner & Shifrin estimates that the construction cost to implement the proposed concept plan will be approximately \$1.2 million. The current grant application seeks 80% reimbursement for both design and construction costs. These costs, as well as the anticipated City share, are summarized below:

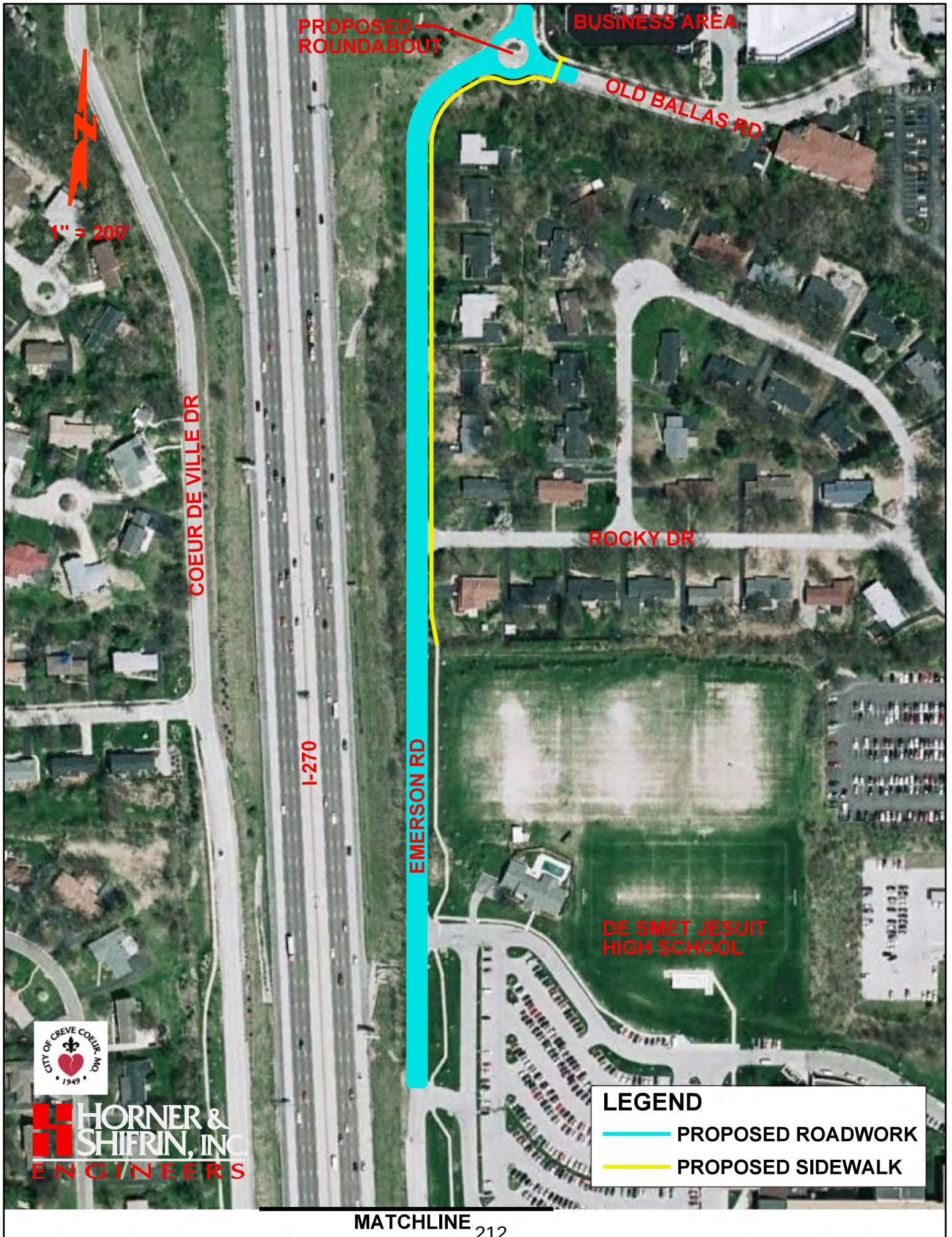
Phase	Phase Cost	Grant Share (80%)	City Share (20%)
Design (FY2015)	\$ 120,000	\$ 96,000	\$ 24,000
Construction (FY2016)	\$ 1,200,000	\$ 960,000	\$ 240,000
Totals	\$ 1,320,000	\$ 1,056,000	\$ 264,000

The total anticipated cost to the City is \$264,000.

Recommendation

The City's principal roadways have benefitted from several federal grants in recent years, including grants to resurface New Ballas Road, Spoede Road, and Conway Road. Furthermore, the City is in various stages of recently awarded grants for improvements to Olive Boulevard lighting, Ladue Road sidewalks, Graeser Road, and Coeur de Ville. The reimbursement funds provided by the STP grants have allowed the City to pursue improvements that it may have had difficulty affording otherwise.

City staff anticipates that the City will realize a similar benefit through an STP grant for improvements to Emerson Road. Therefore, City staff recommends the pursuit of the current STP grant opportunity and the execution of a Council resolution indicating the City's commitment to the grant for the Emerson Road project.



PROPOSED
ROUNDAOUT

BUSINESS AREA

OLD BALLAS RD

1" = 200'

COEUR DE VILLE DR

I-270

EMERSON RD

ROCKY DR

DE SMET JESUIT
HIGH SCHOOL



**HORNER &
SHIFRIN, INC.**
ENGINEERS

LEGEND

- PROPOSED ROADWORK
- PROPOSED SIDEWALK

MATCHLINE 212

LEGEND

- PROPOSED ROADWORK
- PROPOSED SIDEWALK

1" = 200'

I-270

EMERSON RD

DE SMET JESUIT
HIGH SCHOOL

EMERALD GREEN DR

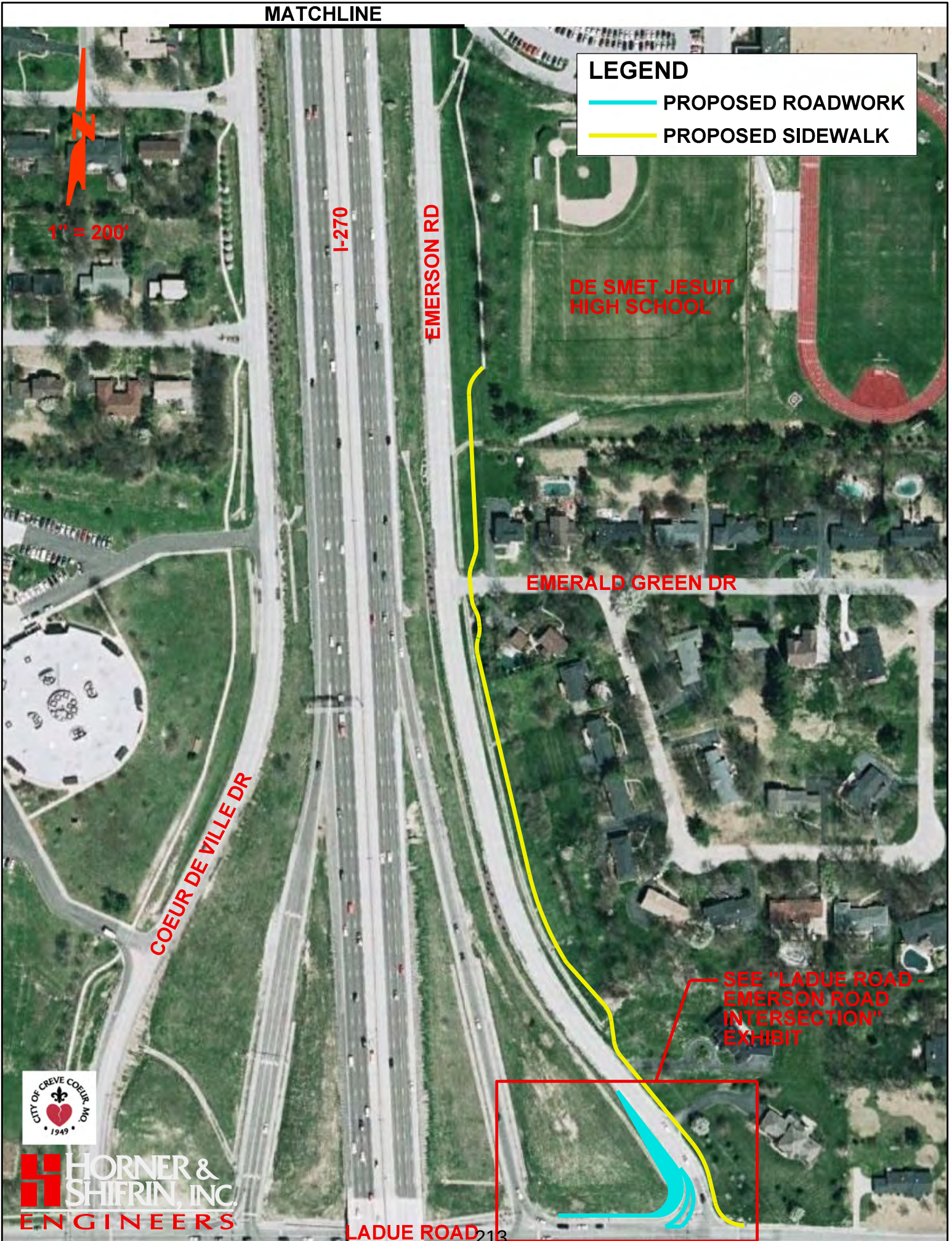
COEUR DE VILLE DR

SEE "LADUE ROAD -
EMERSON ROAD
INTERSECTION"
EXHIBIT

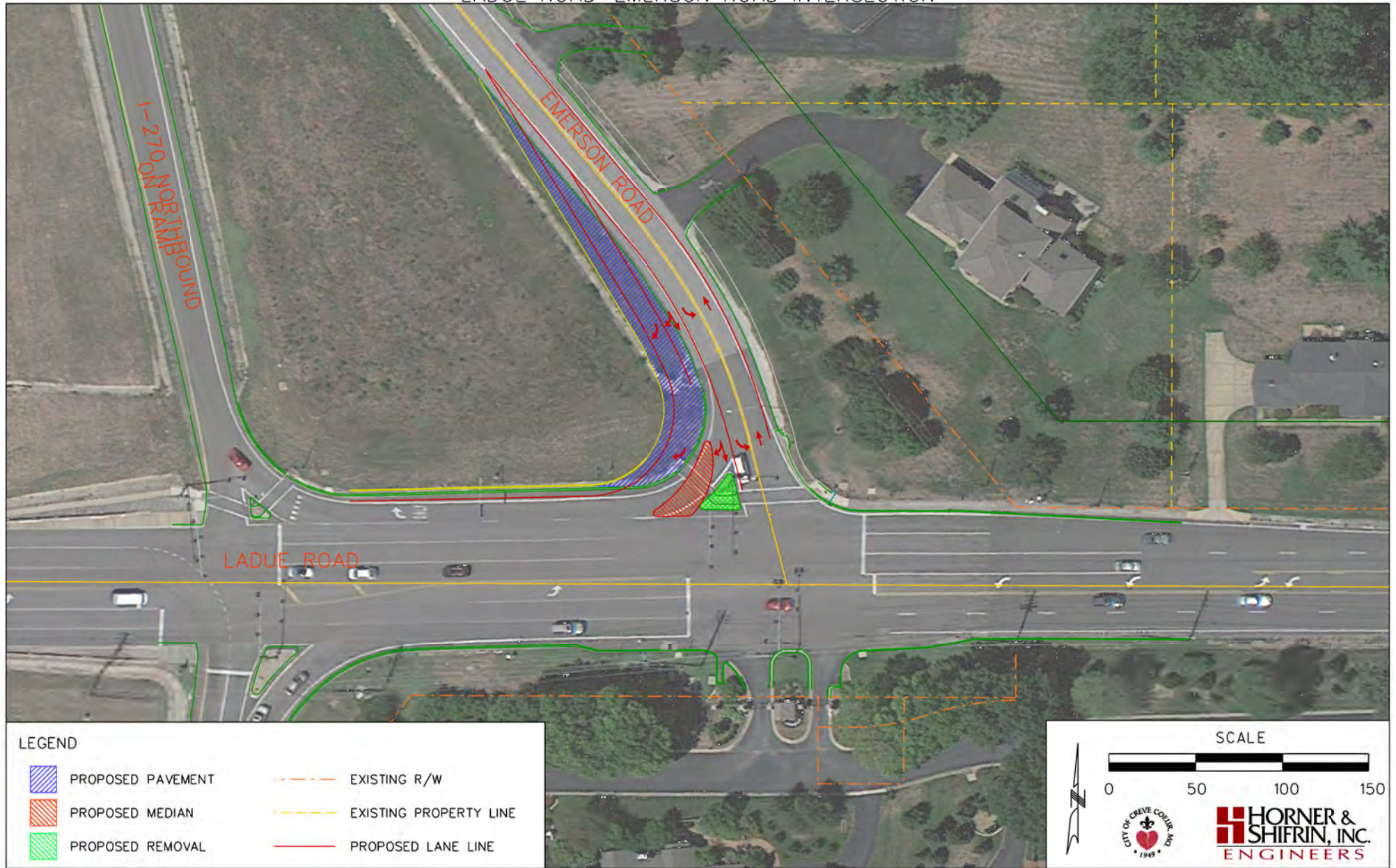


HORNER &
SHIFRIN, INC.
ENGINEERS

LADUE ROAD 213



LADUE ROAD-EMERSON ROAD INTERSECTION



FEBRUARY 4, 2013

RESOLUTION NO. 1046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH GROVE DESIGN GROUP, LLC, FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE GRAESER ROAD RESURFACING PROJECT FOR THE AMOUNT OF \$45,627.67.

WHEREAS, the City Council of the City of Creve Coeur authorized the pursuit of federal grant funding for the resurfacing of Graeser Road through Resolution 947 and later authorized the execution of a federal grant agreement for the project through Ordinance 5274;

WHEREAS, the City has been awarded federal grant funding through the Surface Transportation Program (STP) to assist with the cost of designing and constructing the improvements to Graeser Road;

WHEREAS, firms offering professional design services have been competitively vetted per the requirements outlined by the Missouri Department of Transportation, the organization that administers the STP grant for Graeser Road;

WHEREAS, Grove Design Group, LLC, was determined by City staff to be the best qualified firm to complete the design services;

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

Section 1. The Contract between Grove Design Group, LLC, and the City regarding the Graeser Road Resurfacing Project, attached hereto as "Exhibit A," with a **contract sum of \$ 45,627.67**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Section 2. The execution of the Contract described above and attached hereto as "Exhibit A" shall be contingent upon the approval of the Missouri Department of Transportation (MoDOT), as MoDOT approval of the Contract is required for the obligation of funding for the STP grant for the Graeser Road project. Should MoDOT refuse or otherwise fail to approve the Contract in substantially the form of "Exhibit A," authorization to execute this Contract may, at the discretion of the City Administrator, be rescinded, and the Contract shall become void.

Adopted this 11th day of February, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk

EXHIBIT A

SPONSOR: City of Creve Coeur

LOCATION: Graeser Road – Ladue Rd. to Olive Blvd.

PROJECT: STP-5526(638) Resurfacing and ADA Improvements

THIS CONTRACT is between *City of Creve Coeur*, Missouri, hereinafter referred to as the "Local Agency", and *Grove Design Group LLC*, 1023 N. Grand Blvd. Ste. 102, St. Louis, MO 63106, hereinafter referred to as the "Engineer" or "Consultant."

INASMUCH as funds have been made available by the Federal Highway Administration through its *Surface Transportation Program*, coordinated through the Missouri Department of Transportation, the Local Agency intends to *resurface Graeser Road and provide pedestrian facility improvements* and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I - SCOPE OF SERVICES

See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

ARTICLE III - ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;

- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on September 30, 2013.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI - STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of

\$4,946.49, with a ceiling established for said design services in the amount of \$45,627.67, which amount shall not be exceeded.

- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$168.53, with a ceiling established for said inspection services in the amount of \$1,372.33, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount estimated at 60% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount estimated at 100% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 - 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 - 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. *The Consultant has voluntarily reduced its overhead rate to 160%. This rate will be used on all billings. Upon completion of these services outlined under this Agreement the final payment for these items will be based on accounting records of the Consultant incurred during the period of the Agreement. The LPA reserves the right to require the actual audited overhead rates be used if those rates are less than the voluntarily reduced rate noted previously.*
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly

for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Consultant, within 45 days after the Local Agency's receipt of the Consultant's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: *supplemental survey services as required to produce plans and specifications.*

Sub-Consultant Name	Address	Services
Sabur, Inc.	1751 Ashby Rd. St. Louis, MO 63114	Survey

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII - SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Consultant its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Consultant, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Consultant shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-

performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

- D. The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.
- E. Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Consultant in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX - LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the consultant's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Consultant agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX - INSURANCE

- A. The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Consultant's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$2,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$2,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and

4. Professional (“Errors and Omissions”) Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Consultant shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Consultant’s commercial general or professional liability (“Errors and Omissions”) policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2013.

Executed by the City this ____ day of _____, 2013.

FOR: CITY OF CREVE COEUR, MISSOURI

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

FOR: GROVE DESIGN GROUP LLC

BY: _____
President

ATTEST: _____
Vice President

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

CITY ACCOUNTING OFFICER

ATTACHMENT A

Scope of Services

Design Phase – The Engineer will:

1. conduct a project kick-off meeting with the City and MoDOT to review project goals, schedule, and budget and set design parameters;
2. provide a Memo of Design Parameters;
3. obtain available digital information necessary for plan development, including GIS data and aerial information, supplement this information with field surveys;
4. conduct coordination meetings as necessary;
5. prepare exhibits and presentation material to attend public meeting, if necessary;
6. prepare preliminary plans, estimates, and studies for review by the Local Agency, and the Missouri Department of Transportation (MoDOT) incorporating Memo of Design Parameters;
7. prepare detailed construction plans including traffic control, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for construction of the project;
8. provide the Local Agency with one hard copy of completed plans, specifications, and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
9. upon receipt of construction authorization from MoDOT, make final corrections resulting from reviews by agencies involved, and provide plans, specifications, and bid documents for bidding;
10. provide coordination of contract bidding, pre-bid meeting, and conduct bid opening, if necessary; and
11. provide award recommendation and documentation, concurrence, and obligation of construction funds from MoDOT for selected contractor.

Construction Engineering Phase – The Engineer will:

1. provide shop drawing review, and
2. prepare change orders.

ATTACHMENT B

ESTIMATE OF COST

DESIGN PHASE

	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
<i>Pre-Design Phase</i>			
Principal	6	7.35	44.10
Project Manager	17	41.00	697.00
Project Engineer	8	7.35	58.80
<i>Preliminary Design Phase</i>			
Principal	18	7.35	132.30
Project Manager	172	41.00	7,052.00
Project Engineer	8	7.35	58.80
<i>Final Design Phase</i>			
Principal	30	7.35	220.50
Project Manager	125	41.00	5,125.00
Project Engineer	4	7.35	29.40
<i>Bidding Phase</i>			
Principal	1	7.35	7.35
Project Manager	4	41.00	164.00
Project Engineer	0	7.35	0.00
SUBTOTAL	393	34.58	13,589.25
<i>Payroll Overhead (Est. at 60.00% X SUBTOTAL)</i>			8,153.55
<i>General and Admin. Overhead (Est. at 100.00% X SUBTOTAL)</i>			13,589.25
TOTAL LABOR & OVERHEAD			35,332.05
<i>Fixed Fee (14.00% X TOTAL LABOR & OVERHEAD)</i>			4,946.49
TOTAL LABOR, OVERHEAD & FIXED FEE			40,278.54
<i>Other Direct Costs</i>			
Travel, <u>8</u> trips @ <u>29</u> miles X <u>0.565</u> (IRS Rate)			131.08
Printing, Courier Services, Postage, other misc.			218.05
<i>Subcontract Pass-Through Costs</i>			
Surveying Sabur, Inc.			5,000.00
SUBTOTAL DIRECT COSTS			5,349.13
TOTAL FOR DESIGN PHASE			45,627.67

ATTACHMENT B

ESTIMATE OF COST

CONSTRUCTION PHASE

	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
<i>Construction Phase</i>			
Principal	4	33.75	135.00
Project Manager	8	41.00	328.00
Project Engineer	0	33.75	0.00
SUBTOTAL	12	38.58	463.00
<i>Payroll Overhead (Est. at 60.00% X SUBTOTAL)</i>			277.80
<i>General and Admin. Overhead (Est. at 100.00% X SUBTOTAL)</i>			463.00
TOTAL LABOR & OVERHEAD			1,203.80
<i>Fixed Fee (14.00% X TOTAL LABOR & OVERHEAD)</i>			168.53
TOTAL LABOR, OVERHEAD & FIXED FEE			1,372.33
TOTAL FOR CONSTRUCTION PHASE			1,372.33

GROVE DESIGN GROUP, LLC
OVERHEAD SCHEDULE
FOR THE PERIOD JUNE 1, 2012 TO MAY 31, 2013

General Ledger Account Number	General Ledger Account Description	General Ledger Account Balance	Direct Costs	Disallowed Costs	Total Proposed	Percent Of Direct Labor
DIRECT LABOR						
510.00	Direct labor	\$ 53,070	53,070	-	53,070	100.00 %
INDIRECT COSTS						
Fringe Benefits:						
660.20	Benefits - bonuses	\$ 1,235	-	-	1,235	2.33
660.30	Benefits - PTO (vacation, sick, holiday)	9,388	-	-	9,388	17.69
633.20	Insurance - medical and dental	16,116	-	-	16,116	30.37
633.30	Insurance - life and disability	3,416	-	(87) (1)	3,329	6.27
633.40	Insurance - workers' compensation	691	-	-	691	1.30
661.10	Payroll taxes - FICA and Medicare	9,473	-	-	9,473	17.85
661.20	Payroll taxes - FUTA and SUTA	2,912	-	-	2,912	5.49
661.30	Payroll taxes - local	838	-	-	838	1.58
	Total Fringe Benefits	\$ 44,069	-	(87)	43,982	82.88 %
GENERAL OVERHEAD						
660.10	Indirect labor	\$ 60,389	-	(7,896) (2)	52,493	98.91 %
510.50	Direct - rentals and supplies	700	(700) (3)	-	-	-
510.60	Direct - materials and blueprinting	485	(485) (3)	-	-	-
510.80	Direct - lodging, meals, travel, and automobile	10	(10) (3)	-	-	-
510.85	Direct - employee mileage reimbursements	833	(833) (3)	-	-	-
510.90	Direct - other	17	(17) (3)	-	-	-
600.00	Advertising and marketing	3,021	-	(2,243) (4)	778	1.47
602.00	Automobile expense	13	-	(13) (5)	-	-
604.00	Bank service charges	11	-	-	11	0.02
610.00	Licenses and permits	615	-	-	615	1.16
617.00	Computer and internet expenses	5,028	-	(96) (4)	4,932	9.29
620.00	Continuing education	900	-	-	900	1.70
621.00	Professional development	1,775	-	-	1,775	3.34
622.00	Other employee benefits	651	-	-	651	1.23
624.00	Depreciation expense	2,479 (6)	-	-	2,479	4.67
625.00	Dues and subscriptions	1,564	-	-	1,564	2.95
633.80	Insurance - general liability and automobile	1,161	-	-	1,161	2.19
633.90	Insurance - professional liability	3,674	-	-	3,674	6.92
643.00	Meals and entertainment	1,902	-	(1,291) (7)	611	1.15
647.00	Miscellaneous expense	242	-	(242) (8)	-	-
648.00	Books and publications	1,155	-	-	1,155	2.18
649.00	Office supplies	1,695	-	-	1,695	3.19
650.00	Equipment and supplies	5,452	-	-	5,452	10.27
660.90	Payroll processing fees	411	-	-	411	0.77
665.00	Postage and delivery	16	-	-	16	0.03
667.00	Professional fees	3,582	-	-	3,582	6.75
671.00	Rent	4,200	-	-	4,200	7.91
681.00	Telephone	4,250	-	-	4,250	8.01
684.00	Travel and mileage (nonchargeable)	3,708	-	-	3,708	6.99
	Total General Overhead	\$ 109,939	(2,045)	(11,781)	96,113	181.11 %
TOTAL INDIRECT COST AND OVERHEAD RATE		\$ 154,008	(2,045)	(11,868)	140,095	263.98 %

FAR References:

- (1) 31.205-19 - Officers' life insurance not allowable
- (2) 31.201-6(e)(2) - Labor associated with advertising not allowable
- (3) 31.202 - Direct project costs excluded from indirect cost pool
- (4) 31.205-1 and 31.205-38(b)(1) - Advertising costs not allowable
- (5) 31.205-13(b) - Employee gifts and recreation costs not allowable
- (6) 31.205-11 - Depreciation computed using straight-line method
- (7) 31.205-14 and 31.205-51 - Social activities and alcoholic beverages not allowed
- (8) 31.205-15 - Fines and penalties related to violation of laws not allowed

Notes:

This Overhead Schedule was prepared using historical financial data for the time period June 1, 2012 through October 31, 2012 and projected financial data for the time period November 1, 2012 through May 31, 2013.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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.
7. The prospective primary 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 Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epl/s/search.do?page=A&status=current&agency=69#A>.

9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 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.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. 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;
 - c. 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 (1)(b) of this certification; and
 - d. 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.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. 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 when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed 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.
6. 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.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. 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 a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 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 Covered Transactions

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 participation in this transaction 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.

Attachment F
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Consultant to DBE's: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE

Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Consultant shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the consultant.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:
 - A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.
 - B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.
 - C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.
 - D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.
 - E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).
 - F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.
 - G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.
 - H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Consultant.

- I. Made effective use of the services of available disadvantageded business organizations, minority contractors' groups, disadvantageded business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.
8. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified is less than the established DBE goal given, then the Consultant certifies that the following good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

Attachment G – Fig. 136.4.15
Conflict of Interest Disclosure Form for LPA/Consultants
Local Federal-aid Transportation Projects

Firm Name (Consultant): Grove Design Group LLC

Project Owner (LPA): City of Creve Coeur

Project Name: Graeser Road Resurfacing and ADA Improvements

Project Number: STP-5526(638)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☒ No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: _____

Printed Name: Aaron R. Terry

Signature: _____

Signature: _____

Date: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: February 5, 2013

TO: Mark Perkins, City Administrator

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

SUBJECT: Consultant Recommendation
Graeser Road Resurfacing Project Design

City staff recommends that the City retain the engineering services of Grove Design Group, LLC, for the development of plans and specifications necessary to construct the Graeser Road Resurfacing Project. This project and its design are covered by a federal grant which will reimburse up to 80% of the cost of each phase.

Project Summary

The Graeser Road Resurfacing Project involves the removal and replacement of the top layer of the asphalt pavement of Graeser Road from Ladue Road to Olive Boulevard, a length of approximately 1.25 miles. This project will also include updating the curb ramps, fixing broken or settled sidewalk areas, and other improvements and updates to the sidewalk within the project limits.

STP Grant. The City was awarded a federal Surface Transportation Program (STP) grant for the design and construction of the Graeser Road project. Through this grant, the City will be reimbursed for up to 80% of the design and construction costs associated with the project. According to the project schedule, the design phase of the project is to occur in 2013 with construction in 2014. The Missouri Department of Transportation (MoDOT) administers these federal grants and the various accompanying obligations.

The grant carries with it various federal requirements, the most notable of which are the processes that need to be followed. Similar to the City's practices, the process by which a consultant may be hired to design a federal-grant project must be based upon the consultant's qualifications. There are, however, additional steps throughout the process for MoDOT review and approval, and in no way can price be a consideration for selection.

Qualifications Review

A request for qualifications was issued for the Graeser Road project in December 2012, and the City received a total of twelve (12) letters of interest. Public Works staff evaluated the submissions independently and ranked them based upon the criteria established in the qualifications request, those being:

- Experience and technical competence
- Capacity and capability
- Past record of performance

Based upon these criteria, it was unanimously agreed that Grove Design Group, LLC, was the most qualified of the firms that expressed interest in the project. Though a relatively new firm,

the staff at Grove Design Group, while at another firm, has assisted the City with past STP grant projects for the resurfacing of New Ballas Road, Spoede Road, and Conway Road, as well as the STP enhancement grant for the Olive Boulevard median lighting that is currently underway. As the Graeser Road project will be nearly identical in scope to that of the Spoede Road and New Ballas Road projects, the experience of Grove Design Group staff makes this firm uniquely qualified to provide the design for the Graeser Road project.

Contract Negotiation

Staff from Grove Design Group and the City met to discuss and refine a scope of services that will be suitable for the design of the Graeser Road project. This scope of work generally includes a site survey, coordination with area utilities and MoDOT, and the development of plans and bid documents for the construction project.

As mentioned above, various federal procedures are required for this project on account of it receiving an STP grant. This includes the fee determination. As such, the fee estimate provided by Grove Design Group is based upon estimates of staff time required for the design with factors added for overhead costs and profit. The result is a fee proposal of \$45,627.67. This represents approximately 9.3% of the estimated \$492,000.00 cost to construct the project.

The fee proposal appears to fit within the norm. Engineering design costs are generally about 10%-12% of the construction cost of a project. Considering the additional layer of coordination required (i.e. with MoDOT) for the federal grant process, it would be reasonable to expect that the design fee would exceed this typical range. However, the fact that the design effort involved with a resurfacing project is somewhat limited, it should also be expected that this design fee would remain close to 10% of the construction cost.

City staff feels that Grove Design Group has provided a fair fee proposal for the scope of services for the design of the Graeser Road project.

Funding for Design

Funding for the design phase of the Graeser Road project was included in the 2013 fiscal year Capital Improvement Plan under budget number 02-61-71-9510-13707. The budget established for this design was \$45,000.00.

The fee proposal is slightly higher than the budgeted amount, and a budget adjustment will be necessary in the future to account for this difference. However, the engineering services contract is set up to be paid on an hourly basis. It is not anticipated that all of the services proposed in the contract will be used, as some services are included as a contingency.

As stated above, up to 80% of the engineering design fee qualifies for reimbursement through the STP grant. Therefore, the City should expect to receive reimbursement of approximately \$36,500.00 through the grant.

Recommendation

The staff of Grove Design Group has provided excellent services to the City of Creve Coeur for several STP grant projects since 2008. City staff expects that this level of service will continue with the design of the Graeser Road Resurfacing Project. Based upon the qualifications review process and an evaluation of the fee proposed for the design, Grove Design Group is the best qualified firm to perform the design and will do so at a fair price.

City staff recommends the execution of a contract with Grove Design Group, LLC, for engineering design services related to the Graeser Road Resurfacing Project, for the fee of \$45,627.67.



MEMORANDUM

DATE: February 7, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Second Quarter FY 2013 Financial Analyses

Attached are the 2nd quarter 2013 results for the two major operating funds – the General Fund and the Municipal Enterprise Fund. The significant trends for the 2nd quarter are as follows:

1. General Fund

a. Revenues

The revenues for 2013 are increased over those for the same time period in 2012. The significant variances are primarily in the area of:

Intergovernmental – These revenues are down by approximately \$58,800 due to decreased sales tax collections. Based on the first 6 months it appears sales tax collections for 2013 will be below budget estimates. Increases in other governmental revenue partially offset the shortfall.

Utility Taxes – The utility gross receipt revenues are higher for 2013. Electric Gross Receipts, Gas Gross Receipts and Water Gross Receipts are increased over FY 2012. This appears primarily due to a hot dry summer and colder weather in early winter.

Licenses and Permits – License and permit revenues are increased primarily due to increases in building permit and apartment reoccupancy permit revenues in 2013.

In addition, both court revenues and interest revenues are increased over FY 2012.

Staff anticipates revenues for 2013 to be slightly less than originally budgeted. This is based on the reduced property tax revenues as a result of the property tax reduction approved by the City Council in September 2012 and lower than anticipated sales tax. However, given the strength of some other revenues this shortfall of revenue could be eliminated.

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 2nd quarter are Finance, Health and Welfare, Non-Departmental and Maintenance. Some of

these variances result from encumbrances of large contracts. Health and Welfare is due to municipal trash and recycling services, Non-Departmental is due to 100% of insurance premiums being paid by the end of the second quarter, and Finance is due to audit-related and investment advisory fees.

In addition, the court expenditures are considerably lower in 2013 at this time than they were in 2012. This is due to the fact that ATS fees were encumbered at this time in 2012 and only 6 months were in 2013.

2. Enterprise Fund

a. Revenues

Overall, Enterprise Fund revenues for FY 2013 are greater than 2012, but revenues are lower at the golf course and snack bar. At the golf course greens fees and cart rental are down primarily due to the hot weather last summer. The revenues at the ice arena are significantly above FY 2012 revenues. This appears to be due to an effort by the staff to keep users current on their rental payments.

b. Expenditures

Expenses in the 2nd quarter overall are very close to those in FY 2012. The golf course expenditures are a little lower while the ice arena and snack bar are higher.

Overall, it appears that expenses will be less than projected for FY 2013 while revenues will also be less due to the performance of the golf course. Hopefully the expenditure savings will offset the reduced revenues.

3. Capital Fund

a. Revenues

At this time staff anticipates revenues for the Capital Fund will be less than anticipated in the FY 2013 budget. Sales tax in the Capital Fund is lagging and could come in \$70,000 to \$80,000 less than anticipated. In addition, other agency funding will be reduced due to savings in projects such as the West Olive Lighting project.

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. These increases will be offset by reductions in the anticipated spending for Government Center Study, Bus Shelter, West Olive Lighting and Ladue Sidewalk projects. As a result of these savings we should end 2013 with a higher beginning balance than anticipated.

4. Interest Rates

At this time it is projected interest revenues will be at or slightly higher than budgeted. It appears interest rates are "inching upward". A copy of the investment schedule as of December 31, 2012 is included.

The Fiscal Year 2012 was a good year. Although reduced sales tax collections in the first half of FY 2013 for the General Fund and Capital Fund is a concern, staff continues to anticipate a healthy financial picture for the General Fund.

I have also included a copy of the WCDC report for the month ending December 31, 2012. From that report it appears expenditures are tracking less than budgeted and revenues are anticipated to meet the budgeted amounts. Therefore the deficiency that was budgeted for 2013 should be less than anticipated.

I would be happy to answer any questions.

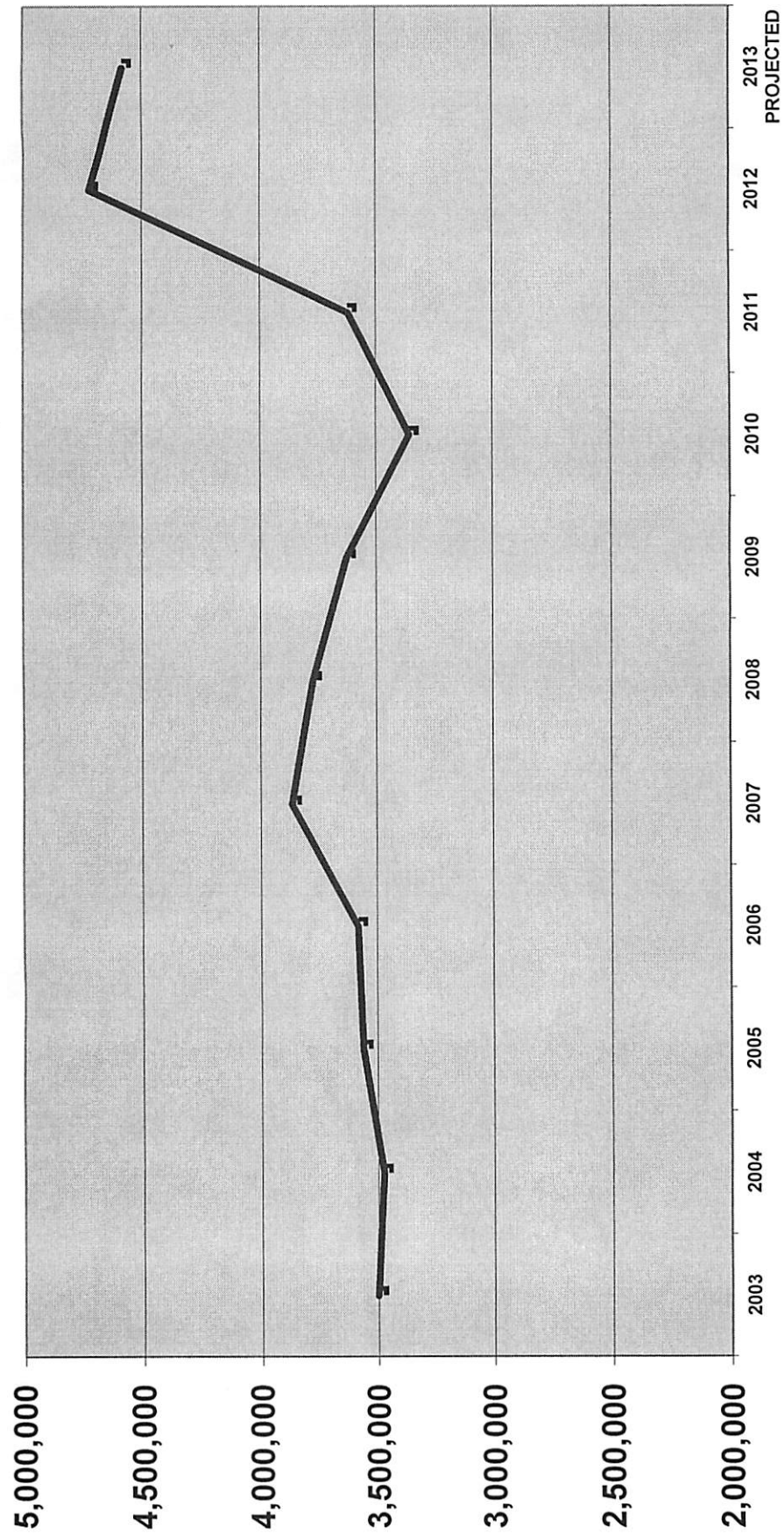


City of Creve Coeur
Statement of Revenues and Expenditures
As of December 31, 2012
FY 2013

	Annual Budget	Adjusted Budget	YTD Actual	YTD Encumb(1)	Actual As % of Budget	2012 2nd Qtr Actual	2012 Actual As % of Budget
<u>General Fund Revenues:</u>							
Property Taxes	693,500	693,500	250,540		36.1%	206,469	30.0%
Utility Taxes	5,851,000	5,851,000	3,112,241		53.2%	2,990,826	52.7%
Intergovernmental	6,474,000	6,474,000	2,699,613		41.7%	2,758,397	44.9%
Licenses and Permits	772,150	772,150	382,487		49.5%	296,313	41.6%
Charges for Services	83,625	83,625	30,236		36.2%	33,570	42.7%
Municipal Court	1,846,000	1,846,000	968,429		52.5%	931,035	50.8%
Other Revenues	834,745	834,745	399,333		47.8%	267,868	34.5%
Transfers	138,537	138,537	0		0.0%	0	0.0%
Total Revenues	16,693,557	16,693,557	7,842,879		47.0%	7,484,478	47.0%
<u>General Fund Expenditures:</u>							
Legislative Services	364,585	364,585	144,893		39.7%	151,417	42.4%
Administrative Services	828,571	828,571	371,166	12,497	46.3%	344,470	43.8%
Non-Departmental	471,958	471,958	351,105	5,382	75.5%	306,898	64.9%
Maint. of Municipal Prop.	297,733	297,733	143,468	32,251	59.0%	153,554	45.2%
Municipal Court	910,392	910,392	310,968	137,678	49.3%	734,929	84.0%
Finance Department	506,531	506,531	273,058	15,464	57.0%	247,942	49.8%
Police Department	6,610,600	6,610,600	3,092,128	235,869	50.3%	3,209,230	48.6%
Park Maintenance	493,508	493,508	223,842	18,308	49.1%	240,959	51.2%
Community Services	76,692	76,692	25,720		33.5%	32,068	45.1%
Public Works - Admin.	408,005	408,005	183,520	2,639	45.6%	174,083	44.0%
Street Maintenance	1,642,235	1,642,235	709,173	88,145	48.6%	839,070	50.2%
Health and Welfare	1,284,066	1,284,066	537,028	747,414	100.0%	1,285,221	92.9%
Community Development	1,113,865	1,113,865	535,801	6,485	48.7%	470,605	44.4%
Annual Infrastructure Maintenance	0					0	0.0%
Total Expenditures	15,008,741	15,008,741	6,901,870	1,302,132	54.7%	8,190,446	54.6%
Total Operating Surplus	1,684,816		-361,123			-705,969	
Transfers To Other Funds	475,000		0	0		0	0.00%
Operating Revenues Over (under)							
Expenditures	1,209,816		-361,123			-705,969	

	Annual Budget		YTD Actual	YTD Encumb(1)	Actual As % of Budget	2012 2nd Qtr Actual	2012 Actual As % of Budget
<u>Municipal Enterprise Fund Revenues:</u>							
Golf Course	418,725	418,725	199,723		47.7%	207,928	51.4%
Food Service	53,650	53,650	25,896		48.3%	29,033	52.8%
Ice Arena	533,200	533,200	284,498		53.4%	244,865	49.7%
Other Revenues	1,200	1,200	4,316		0.0%	53	0.0%
Transfer- GF	75,000	75,000	0		0.0%	0	0%
Total Revenue	1,081,775	1,081,775	514,433	0	47.6%	481,879	44.1%
<u>Municipal Enterprise Fund Expenditures:</u>							
Golf Course	480,935	480,935	220,355	1,268	46.1%	231,436	45.7%
Food Service	47,108	47,108	18,580	5,672	51.5%	24,167	47.3%
Ice Arena	491,925	491,925	192,975	2,400	39.7%	185,442	40.6%
Transfers	0	0			0.0%	0	0.0%
Total Expenditures	1,019,968	1,019,968	431,910	9,340	43.3%	441,045	43.5%
Total Operating Surplus	61,807		73,183	0		40,834	
Annual Debt Repayment	85,169		0	0		0	0.00%
Fund Balance Adjustment	(23,362)		73,183			40,834	

SALES TAX 2003-2013



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 12/31/2012

Description	Portfolio Name	Settlement Date	YTM @ Cost	Face Amount / Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Business Bank 0.25 1/2/2013	Escrow Fund	7/6/2012	0.25	351,753.28	351,753.28	351,753.28	351,753.28	1/2/2013	2	429.19	2.32
F&M Bank & Trust Co 0.29 1/3/2013	General Fund	7/5/2012	0.29	244,500.00	244,500.00	244,500.00	244,500.00	1/3/2013	3	347.22	1.61
Citizens National Bank 0.65 2/8/2013	General Fund	2/12/2012	0.65	226,458.01	226,458.01	226,458.01	226,458.01	2/8/2013	39	1,318.73	1.49
Citizens National Bank 1 3/30/2013	CIP	3/30/2012	1	357,794.59	357,794.59	357,794.59	357,794.59	3/30/2013	89	2,705.52	2.36
Arvest Bank 0.25 4/4/2013	General Fund	10/4/2012	0.25	10,044.38	10,044.38	10,044.38	10,044.38	4/4/2013	94	6.05	0.07
Bank of America 0.25 4/4/2013	General Fund	10/4/2012	0.25	246,000.00	246,000.00	246,000.00	246,000.00	4/4/2013	94	148.27	1.62
Western Alliance Bank 0.25 4/4/2013	General Fund	10/4/2012	0.25	246,000.00	246,000.00	246,000.00	246,000.00	4/4/2013	94	148.27	1.62
BUSINESSBANK 0.45 4/26/2013	General Fund	4/26/2012	0.45	304,819.71	304,819.71	304,819.71	304,819.71	4/26/2013	116	935.75	2.01
BUSINESSBANK 0.8 4/26/2013	General Fund	4/26/2012	0.8	248,164.64	248,164.64	248,164.64	248,164.64	4/26/2013	116	1,354.37	1.64
Hancock Bank 0.4 5/21/2013	General Fund	11/21/2012	0.4	245,000.00	245,000.00	245,000.00	245,364.05	5/21/2013	141	107.4	1.62
Citizens National Bank 0.5 7/30/2013	General Fund	7/31/2012	0.5	510,301.03	510,301.03	510,301.03	510,301.03	7/30/2013	211	1,076.53	3.37
OneWest Bank 0.5 8/27/2013	General Fund	8/27/2012	1.003	200,000.00	199,004.98	199,004.98	200,000.00	8/27/2013	239	345.21	1.32
Compass BK Birmingham ALA 0.85 9/16/2013	General Fund	9/14/2011	0.85	245,000.00	245,000.00	245,000.00	246,465.48	9/16/2013	259	616.19	1.62
Ally Bank 1.35 11/5/2013	CIP	11/5/2010	1.35	240,000.00	240,000.00	240,000.00	242,759.99	11/5/2013	309	497.1	1.58
Israel Discount Bank 0.65 11/18/2013	CIP	11/16/2012	0.65	248,000.00	248,000.00	248,000.00	248,000.00	11/18/2013	322	198.74	1.64
EnerBank USA 0.5 12/9/2013	General Fund	12/10/2012	1.002	150,000.00	149,255.78	149,255.78	150,000.00	12/9/2013	343	43.15	0.99
American Express Centurion 1.05 2/11/2014	General Fund	8/11/2011	1.05	245,000.00	245,000.00	245,000.00	245,000.00	2/11/2014	407	1,000.81	1.62
Discover Bank 1.2 3/24/2014	General Fund	3/23/2011	1.2	240,000.00	240,000.00	240,000.00	240,000.00	3/24/2014	448	781.15	1.58
GE Capital Financial 1.45 5/13/2014	General Fund	5/13/2011	1.45	150,000.00	150,000.00	150,000.00	150,000.00	5/13/2014	498	286.03	0.99
Fifth Third Bank 0.7 5/19/2014	General Fund	5/21/2012	1.41	100,000.00	98,623.06	98,623.06	100,000.00	5/19/2014	504	429.59	0.66
GE Money Bank 1.45 5/20/2014	General Fund	5/20/2011	1.45	150,000.00	150,000.00	150,000.00	150,000.00	5/20/2014	505	244.32	0.99
Goldman Sachs Bank 0.8 5/23/2014	General Fund	5/23/2012	0.8	240,000.00	240,000.00	240,000.00	240,000.00	5/23/2014	508	199.89	1.58
Suntrust Bank Var. CD 5/28/2014	General Fund	5/28/2009	0.04	97,000.00	97,000.00	97,000.00	97,000.00	5/28/2014	513	3.51	0.64
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	7/7/2014	553	1,000.44	1.58
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	8/29/2014	606	733.81	1.58
Safra National Bank 0.6 10/14/2014	General Fund	10/12/2012	0.6	240,000.00	240,000.00	240,000.00	240,000.00	10/14/2014	652	315.62	1.58
Merrick Bank 0.55 12/22/2014	General Fund	12/21/2012	0.55	240,000.00	240,000.00	240,000.00	240,000.00	12/22/2014	721	36.16	1.58
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	6/22/2015	903	100.6	1.58
Sub Total / Average			0.761	6,495,835.64	6,492,719.46	6,492,719.46	6,500,425.16		310	15,409.62	42.85
FFCB Bond											
FFCB 0.85 2/22/2016-12	General Fund	2/22/2012	0.874	300,000.00	299,715.00	299,750.50	300,339.00	2/22/2016	1148	913.75	1.98
FFCB 0.91 5/23/2016-13	General Fund	7/26/2012	0.82	400,000.00	401,348.00	401,348.00	400,812.40	5/23/2016	1239	384.22	2.64

Description	Portfolio Name	Settlement Date	YTM @ Cost	Face Amount / Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
FFCB 1.2 4/25/2017-13	General Fund	4/26/2012	1.21	400,000.00	399,800.00	399,819.95	401,312.40	4/25/2017	1576	880	2.64
Sub Total / Average			0.977	1,100,000.00	1,100,863.00	1,100,918.45	1,102,463.80		1337	2,177.97	7.26
FHLB Bond											
FHLB 3.125 12/13/2013	General Fund	3/8/2010	2.07	400,000.00	415,196.00	403,832.13	411,313.20	12/13/2013	347	625	2.64
FHLB 1.125 3/10/2014	General Fund	7/23/2012	0.282	400,000.00	405,480.00	405,480.00	404,365.60	3/10/2014	434	1,387.50	2.64
FHLB 3.5 3/28/2016-13	General Fund	9/1/2011	2.409	500,000.00	523,500.00	517,969.76	503,779.00	3/28/2016	1183	4,520.83	3.3
FHLB 0.85 6/6/2016-14	General Fund	7/2/2012	0.777	400,000.00	401,125.00	401,125.00	401,062.40	6/6/2016	1253	236.11	2.64
FHLB 0.625 10/24/2016-13	General Fund	11/13/2012	0.625	500,000.00	500,000.00	500,000.00	499,830.50	10/24/2016	1393	581.6	3.3
FHLB 0.85 7/24/2017-13	General Fund	10/24/2012	0.881	500,000.00	499,281.66	499,281.66	500,295.50	7/24/2017	1666	790.97	3.3
Sub Total / Average			1.189	2,700,000.00	2,744,582.66	2,727,688.55	2,720,646.20		1087	8,142.01	17.81
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	402,226.80	9/28/2016	1367	1,085.00	2.64
Sub Total / Average			1.151	400,000.00	398,234.00	398,234.00	402,226.80		1367	1,085.00	2.64
FNMA Bond											
FNMA 0 1/2/2013	General Fund	7/2/2012	4.255	738,000.00	722,626.13	722,626.13	737,997.79	1/2/2013	2	0	4.87
FNMA 0.56 2/16/2016-13	General Fund	12/13/2012	0.528	400,000.00	400,401.07	400,401.07	400,610.80	2/16/2016	1142	840	2.64
FNMA Step 3/6/2017-13	General Fund	9/6/2012	1.169	400,000.00	399,796.00	399,796.00	401,069.60	3/6/2017	1526	638.89	2.64
FNMA Step 6/14/2017-13	General Fund	8/13/2012	1.103	500,000.00	500,725.00	500,725.00	501,514.50	6/14/2017	1626	177.08	3.3
FNMA 1.5 6/27/2017-13	General Fund	7/31/2012	1.205	250,000.00	253,496.75	253,496.75	252,682.00	6/27/2017	1639	41.67	1.65
FNMA Step 10/17/2017-13	General Fund	10/17/2012	0.943	400,000.00	399,920.00	399,920.00	400,823.60	10/17/2017	1751	452.22	2.64
Sub Total / Average			1.878	2,688,000.00	2,676,964.95	2,676,964.95	2,694,698.29		1113	2,149.86	17.73
Money Market											
US Bank MM	General Fund	6/30/2011	0.01	-84,544.34	-84,544.34	-84,544.34	-84,544.34	N/A	1		-0.56
US Bank MM	CIP	6/30/2011	0.01	101,921.78	101,921.78	101,921.78	101,921.78	N/A	1		0.67
PNC Bank MM	General Fund	6/30/2011	0.23	1,455,863.95	1,455,863.95	1,455,863.95	1,455,863.95	N/A	1		9.6
PNC Bank MM	Escrow Fund	6/30/2011	0.23	303,434.75	303,434.75	303,434.75	303,434.75	N/A	1		2
Sub Total / Average			0.228	1,776,676.14	1,776,676.14	1,776,676.14	1,776,676.14		1	0	11.72
Total / Average			0.999	15,160,511.78	15,190,040.21	15,173,201.55	15,197,136.39		657	28,964.46	100

WEST CENTRAL DISPATCH CENTER
Income Statement by Fund
For the Period Ending December 31, 2012

FUND 44: WCDC EXPENDITURES

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
REVENUES							
44-00-00-4615	UTILIZATION FEE-CREVE COEUR	\$ 434,792.00	\$ 434,792.00	\$ 83,698.00	\$ 267,396.00	\$ 167,396.00	38.50%
44-00-00-4616	UTILIZATION FEE-FRONTENAC	213,351.00	213,351.00	32,338.00	148,676.00	64,675.00	30.31%
44-00-00-4617	UTILIZATION FEE-TOWN & COUNTRY	396,747.00	396,747.00	74,187.00	248,374.00	148,373.00	37.40%
44-00-00-4704	INTEREST ON INVESTMENTS	0	0	41.9	248.53	-248.53	0.00%
Total Revenues		\$ 1,044,890.00	\$ 1,044,890.00	\$ 190,264.90	\$ 664,694.53	\$ 380,195.47	36.39%
EXPENDITURES							
44-00-00-5101	SALARIES-PERM. EMPLOYEES	\$ 657,960.00	\$ 657,960.00	\$ 48,990.76	\$ 310,057.40	\$ 347,902.60	52.88%
44-00-00-5103	OVERTIME	30,000.00	30,000.00	912.55	7,315.05	22,684.95	75.62%
44-00-00-5106	HOLIDAY PAY	21,500.00	21,500.00	16,894.86	16,894.86	4,605.14	21.42%
44-00-00-5230	HOSPITAL AND MEDICAL INSURANCE	80,000.00	80,000.00	0	29,315.67	50,684.33	63.36%
44-00-00-5233	DENTAL INSURANCE	5,500.00	5,500.00	0	1,507.47	3,992.53	72.59%
44-00-00-5234	GROUP LIFE INSURANCE	2,500.00	2,500.00	0	1,000.14	1,499.86	59.99%
44-00-00-5240	SOCIAL SECURITY CONTRIBUTION	56,300.00	56,300.00	5,038.77	24,964.03	31,335.97	55.66%
44-00-00-5241	PENSION CONTRIBUTION	46,060.00	46,060.00	-3,605.52	11,770.97	34,289.03	74.44%
44-00-00-5244	UNEMPLOYMENT COMPENSATION	0	0	59.2	771.35	-771.35	0.00%
44-00-00-5245	EMPLOYEE RECOGNITION	500	500	0	45	455	91.00%
44-00-00-5247	OTHER EMPLOYEE BENEFITS	2,550.00	2,550.00	0	0	2,550.00	100.00%
44-00-00-6220	LIABILITY INSURANCE	22,900.00	22,900.00	414.28	10,951.68	11,948.32	52.18%
44-00-00-6228	SERVICE CONTRACTS	87,770.00	87,770.00	0	37,541.06	50,228.94	57.23%
44-00-00-6253	TELEPHONE	43,200.00	43,200.00	0	11,765.50	31,434.50	72.77%
44-00-00-6261	EDUCATION AND TRAINING	2,650.00	2,650.00	0	1,740.00	910	34.34%
44-00-00-6262	DUES MEMBERSHIPS & SUBSCRIPTIONS	1,200.00	1,200.00	0	61.34	1,138.66	94.89%

Account Number	Account Name	Original Budget	Revised Budget	Current Period to Date Actual	Current Year to Date Actual	Available Budget	Percent of Budget Remaining
44-00-00-7304	GENERAL SUPPLIES	5,000.00	5,000.00	0	1,259.02	3,740.98	74.82%
44-00-00-7307	GASOLINE AND PROPANE	300	300	0	0	300	100.00%
44-00-00-7308	UNIFORM ALLOWANCE	3,000.00	3,000.00	0	2,121.50	878.5	29.28%
44-00-00-7317	MISCELLANEOUS EXPENSE	1,000.00	1,000.00	63.16	475.86	524.14	52.41%
44-00-00-7331	COMPUTER HARDWARE	3,000.00	3,000.00	0	754.35	2,245.65	74.86%
Total Expenditures		\$ 1,072,890.00	\$ 1,072,890.00	\$ 68,768.06	\$ 470,312.25	\$ 602,577.75	56.16%
Excess (Deficiency) of Revenues over Expenditures		\$ -28,000.00	\$ -28,000.00	\$ 121,496.84	\$ 194,382.28	\$ -222,382.28	-794.22%

Trash Collection Bid Preparation Schedule (revised 1-23-13)

Creve Coeur, Missouri

2013-2014

Project Task		2013												2014											
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
1	Meet with Committee to discuss Market trends																								
2	Survey cities regarding preferred services and costs																								
3	Meet with potential bidder to discuss proposed services																								
4	Discuss preferred service and draft bid specification with HEB																								
5	Public Meetings																								
6	Prepare bid documents and submit to Council for review																								
7	Bid Trash and Recycle Services																								
8	Review bids and discuss with Committees for recommendation																								
9	Submit options to Council for Contract Approval																								
10	Sign contracts																								
11	Survey Residents regarding Toter size requested																								
12	Order and receive new toters																								
13	Deliver new Trash Toters to the residents																								
14	Begin new contract and services																								