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**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, September 09, 2013
7:00 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

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

PUBLIC HEARING - Proposed Property Tax Rates For 2013

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT AGENDA

a. Council minutes dated August 26, 2013

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated September 4, 2013 in the amount of \$230,459.88 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. Bill No. 5447 - An Ordinance Repealing Conditional Use Permit Ordinances Number 1954 And 2067 And Authorizing The Issuance Of A New Conditional Use Permit For A 5,190 Square-Foot Full Service Restaurant Located At 12316 Olive Boulevard Within Westgate Center. Final Reading and Passage

Summary: Section 405.210 Table A, all restaurants in the "PC" Planned Community zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. An application was submitted by Andrew Kohn of Wildsmoke, to amend the prior



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conditional use permit (Ordinance No. 1954) to allow for outdoor smokers behind the building, in conjunction with the operation of a full service restaurant located in the tenant space addressed as 12312 Olive Boulevard, within Westgate Center. Planning and Zoning Commission unanimously recommended approval on August 19, 2013.

3. Bill No. 5448 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For A 2,750 Square-Foot Martial Arts Instruction Studio Located At 12392 Olive Boulevard Within Westgate Center. Final Reading and Passage

Summary: Section 405.210 Table A, all sports and recreation instruction in the “PC” Planned Community zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. An application was submitted by Christine Cole of Sacred Sword Aikikai/White Lotus Tea for a martial arts instruction studio located in the tenant space addressed as 12392 Olive Boulevard within the Westgate Centre. Planning and Zoning Commission unanimously recommended approval on August 19, 2013.

4. Bill No. 5449 - An Ordinance Amending Ordinance Number 5296 Authorizing An Expansion To The Restaurant Space For A 758 Square-Foot Storage Room For The Restaurant Located At 763 Old Ballas Road Within The Old Ballas Place Building. Final Reading and Passage

Summary: Section 405.210 Table A, all restaurants in the “CB” Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits. Ordinance No. 5296 authorized the issuance of a conditional use permit for a 5,214 square-foot restaurant with a condition that 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. An application was submitted by Adrian Glass, of the Post II Sports Bar & Grill for an amendment to their conditional use permit for a 758 square-foot dry goods storage addition to the building. Planning and Zoning Commission unanimously recommended approval on August 19, 2013.



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- 5. Bill No. 5450 - An Ordinance Amending The Adopted 2013-2014 General Fund And Capital Fund Budgets Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. Final Reading and Passage**
Summary: An ordinance to amend the FY14 General and Capital Funds budgets.
- 6. Bill No. 5446 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For A 6,817 Square-Foot Religious Organization, Known As Crossroads Presbyterian Fellowship, Located At 11118 Olive Boulevard. Final Reading and Passage**
Summary: Section 405.210 Table A, all religious organizations (NAICS 813110) require the issuance of a conditional use permit in all districts in the City as provided in Section 405.1070, Conditional Use Permits. An application was submitted by Daniel Song, of Crossroads Presbyterian Fellowship, for a conditional use permit and site development plan approval for a 6,817 square foot church located at 11118 Olive Boulevard in the "GC" General Commercial District. Planning and Zoning Commission unanimously recommended approval on August 19, 2013.
- 7. Bill No. 5432 - An Ordinance Amending Section 405.390.D.2.A Of The Zoning Code Of The City Of Creve Coeur, Missouri To Increase The Maximum Density And Increase The Maximum Floor Area Ratio That May Be Requested For Any Planned Residential Development Proposal. Final Reading and Passage**
Summary: An application by Joe Nicpon, on behalf of Terra West Apartments, Inc., has been submitted to increase the maximum density, from 20 to 40 units per acre, and increase the maximum floor area ratio (FAR), from 0.4 to 0.6, that may be requested for any planned residential development (PRD) proposal within a Planned Zoning district. The Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to the Planned Zoning 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 recommended approval on July 15, 2013. Deferred at the Monday, August 12, 2013 Council meeting.



CITY OF CREVE COEUR – AGENDA
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Monday, September 09, 2013
7:00 PM

NEW BUSINESS

- 8. Bill No. 5451 - An Ordinance Ordering The Levy And Establishment Of The Rates Of Annual Taxes For Municipal Purposes In The City Of Creve Coeur For The Year 2013. First Reading**

Summary: An ordinance to set the property tax rates for 2013.

- 9. Bill No. 5452 - An Ordinance Amending Title II, Chapter 205, of the Code of Ordinances of the City of Creve Coeur, Regarding Dangerous Animals. First Reading**

Summary: An Ordinance that regulates ownership of animals in order to protect public health, safety and welfare.

- 10. Resolution No. 1077 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With Leritz Contracting, Inc., For The Chasselle Lane Roadway Improvements Project As Part Of The Street Repair Program For The 2014 Fiscal Year For The Amount Of \$ 259,734.50.**

Summary: Competitive bids were recieved and evaluated by staff for the partial reconstruction of Chasselle Lane. City staff recommends that the City enter into a contract with Leritz Contracting, Inc. due to their past performance in St. Louis County and their low bid for the work.

- 11. Resolution No. 1078 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of A Contract With George Butler Associates, Inc., For Professional Construction Inspection Services Related To The Chasselle Lane Roadway Improvements Project For The Amount Of \$29,925.00.**

Summary: City staff recommends that the City hire George Butler Associates, Inc. to perform the construction inspection for the Chasselle Lane Roadway Improvements Project this fall. City staff is concerned that it cannot responsibly track and manage the number of projects that will be in design or construction this fall without such outside assistance.

- 12. Resolution No. 1079 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Authorizing The Execution Of A Contract With N. B. West Contracting Company For The Chilton Culvert Rehabilitation Project As Part Of The Stormwater Capital Improvements Plan For The 2014 Fiscal Year For The Amount Of \$122,811.00.**



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, September 09, 2013
7:00 PM

Summary: City staff recommends that the City enter into a contract with N. B. West Contracting Company to replace a failed culvert adjacent to Chilton Lane and to make certain improvements to the area as part of the project.

13. Resolution No. 1080 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of An Agreement With International Truck & Engine Corp. For The Purchase Of A 2013 International Diesel Powered Two-Ton Dump Truck With A Stainless Steel Salt Spreader With Calcium Chloride Saddle Tanks And A 10 Foot Snow Plow For An Amount Of \$118,608.

Summary: This purchase has been budgeted as part of our equipment replacement program. The new truck will replace a 2004 GMC two-ton dump truck.

APPOINTMENTS

14. Olive TDD Board Appointments

Summary: Two Olive Blvd TDD Directors' terms are expiring effective September 17, 2013. Appointments of city representatives are made by the Mayor with the concurrence of the City Council.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

15. Food Trucks

Summary: At request of City Council, staff has reviewed our current regulations regarding mobile food vendors (food trucks) and has also conducted an informal community survey. Staff will summarize the survey and seek Council input and direction on a proposed trial program.

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 9/5/2013
Deborah Ryan, MPCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, August 26, 2013
7:30 PM**

CALL MEETING TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the Creve Coeur Government Center, 300 N New Ballas Road on Monday, August 26, 2013.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mayor Glantz	Mayor
Mrs. Kramer	Council Member Ward I
Mr. Kreuter	Council Member Ward I
Mrs. Lawrence	Council Member Ward II
Mr. Wang	Council Member Ward II
Mrs. D'Alfonso	Council Member Ward III
Mr. Hoffman	Council Member Ward III
Mr. Saunders	Council Member Ward IV

* - ABSENT: Council Member Rhoades

COMMENTS FROM THE GENERAL PUBLIC

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

Linda Rezny resident of 104 Graeser Acres stated she was mistaken when speaking about the Ladue School District and their concerns with the proposed development adjacent to the Carriage House. The School District's concerns were with property taxes in that the additional number of children would be compensated with the correct tax values.

ACCEPTANCE OF AGENDA

Council Member Hoffman moved, seconded by Council Member Saunders to accept the agenda as presented.

Carl Lumley stated before the Council on the dais is Ordinance No. 5322, which was approved at the last meeting regarding the Defined Contribution Plan. Staff is requesting that this matter be added back on the agenda for reconsideration as we discovered that a line of the text had been left out of the body and the date of August 1, 2013 also needs to be changed to August 16, 2013 throughout the ordinance. Staff is asking for reconsideration so that it can be approved correctly.



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Council Member Hoffman moved, seconded by Council Member D'Alfonso to add Ordinance No. 5322 on the agenda as Item 11A. for reconsideration to correct dates and add a sentence to the verbiage, 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 Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Mayor Glantz called to question to accept the agenda as amended, with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – 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.

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

FUTURE PUBLIC HEARINGS

Public Hearing - Monday, September 9, 2013 at 7:00 p.m. proposed property tax rates for 2013.

1. CONSENT AGENDA

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

a. Council Minutes dated August 12, 2013



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- b. Resolution No. 1074 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Purchase Of A New Brush Bandit 1590xp Limb Chipper From K&K Supply For \$36,156.25.**
- c. Resolution No. 1075 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The Execution Of An Agreement With Don Brown Chevrolet For The Purchase Of A 2014 Diesel Powered Four Wheel Drive One-Ton Dump Truck For An Amount Of \$47,134.**

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

Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – 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.

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated August 22, 2013 in the amount of \$109,437.52 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

- 2. Bill No. 5442 - An Ordinance Amending Section 405.370 "CB" Core Business District, Of The Zoning Ordinance Of The Code Of Ordinance Of The City Of Creve, Missouri To Modify The Height And Buffer Regulations As They Pertain To Adjacent Residential Development. Final Reading and Passage**

City Clerk read Bill No. 5442 for the final time.

Council Member Saunders moved, seconded by Council Member Hoffman to approve Bill No. 5442.

Paul Langdon stated the draft ordinance that went through Planning and Zoning was written differently than what the applicant had originally requested. All the extra buffer and setback requirements would still apply to commercial development but would not apply to residential.



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Elizabeth Link resident of 920 Guelbreth Lane read and submitted a statement for the record.
(Exhibit A)

Linda Rezney resident of 104 Graeser Acres read and submitted a statement for the record.
(Exhibit B)

Council Member Lawrence asked if a traffic study had been completed that included both of the proposed apartment complexes along Old Olive.

Paul Langdon stated no, but the applicant for the proposed apartment complex for the old church property knows that their traffic study will have to include this development.

Mayor Glantz called the question for the approval of Bill No. 5442, with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Nay
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 6 ayes and 1 nay, motion carried. Bill No. 5442 becomes Ordinance No. 5324.

**3. Bill No. 5443 - An Ordinance Amending Section 405.210 Table A Of
The Code Of Ordinances Of The City Of Creve Coeur, Missouri. Final
Reading and Passage**

City Clerk read Bill No. 5443 for the final time.

Council Member Wang moved, seconded by Council Member Saunders to approve Bill No. 5443, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye
Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D'Alfonso – Aye

The vote on the motion being 7 ayes and 0 nay, motion carried. Bill No. 5443 becomes Ordinance No. 5325.



CITY OF CREVE COEUR - MINUTES
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4. Bill No. 5444 - An Ordinance Of The City Council Of The City Of Creve Coeur, Missouri, Reestablishing And Making Public Previously Established Methods Of Disclosing Potential Conflicts Of Interest And Substantial Interests Pursuant To Section 105.485 Of The Revised Statutes Of Missouri. Final Reading and Passage

City Clerk read Bill No. 5444 for the final time.

Council Member Wang moved, seconded by Council Member Hoffman to approve Bill No. 5444, with the vote upon such motion being as follows, to-wit:

Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nay, motion carried. Bill No. 5444 becomes Ordinance No. 5326.

5. Bill No. 5445 - An Ordinance Authorizing The Installation Of Two (2) Fire Hydrants Near The New Plaza Motors Jaguar/Land Rover Dealership Located In The City Of Creve Coeur, Missouri. Final Reading and Passage

City Clerk read Bill No. 5445 for the final time.

Council Member Saunders moved, seconded by Council Member Lawrence to approve Bill No. 5445, with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nay, motion carried. Bill No. 5445 becomes Ordinance No. 5327.



CITY OF CREVE COEUR - MINUTES
CITY COUNCIL MEETING
Monday, August 26, 2013
7:30 PM

NEW BUSINESS

6. Bill No. 5446 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For A 6,817 Square-Foot Religious Organization, Known As Crossroads Presbyterian Fellowship, Located At 11118 Olive Boulevard. First Reading

City Clerk read Bill No. 5446 for the first time.

Daniel Song and Clinton Enyeart, applicants of 2640 Oakview Terr Maplewood 63143 made a presentation regarding this application.

Council Member Lawrence asked if the applicants would consider not painting the bricks on the façade of the building.

Clinton Enyeart stated they are not married to the idea but it gives the building some visual character.

Paul Langdon made a presentation regarding this application.

Council Member Saunders asked about the cross access easement with the adjacent property and stated he understands that the property owner is motivated to gain access.

Paul Langdon stated it is safer for the adjacent property owners and their patrons to be able to gain access to Olive Blvd from the adjacent property.

Clinton Enyeart stated in Section 2, Item 6 of the CUP it indicates that the applicant shall underground utilities within 30 months of the date of the approved ordinance. The applicant is requesting Council leniency with this requirement as it is not fiscally feasible for the church.

Dan Simms of Complete Music of 11100 Olive Blvd and adjacent property owner stated he is in support of the proposed application and wants to make sure that there is good curb appeal and that the proposed landscaping is properly maintained.

7. Bill No. 5447 - An Ordinance Repealing Conditional Use Permit Ordinances Number 1954 And 2067 And Authorizing The Issuance Of A New Conditional Use Permit For A 5,190 Square-Foot Full Service Restaurant Located At 12316 Olive Boulevard Within Westgate Center. First Reading

City Clerk read Bill No. 5447 for the first time. Mayor Glantz disclosed that Mr. Kohn is a friend.

Andy Kohn of 21 Westwood Country Club made a presentation for the application.

Council Member Saunders asked if there were any staff concerns for adjacent residential.

Paul Langdon stated staff had none.



CITY OF CREVE COEUR - MINUTES
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7:30 PM

8. Bill No. 5448 - An Ordinance Authorizing The Issuance Of A New Conditional Use Permit For A 2,750 Square-Foot Martial Arts Instruction Studio Located At 12392 Olive Boulevard Within Westgate Center. First Reading

City Clerk read Bill No. 5448 for the first time.

Christine Cole of White Lotus Tea and Sacred Sword Aikikai made a presentation regarding this application.

9. Bill No. 5449 - An Ordinance Amending Ordinance Number 5296 Authorizing An Expansion To The Restaurant Space For A 758 Square-Foot Storage Room For The Restaurant Located At 763 Old Ballas Road Within The Old Ballas Place Building. First Reading

City Clerk read Bill No. 5449 for the first time.

Mark Groenda of 2300 Cherokee Street made a presentation regarding this application.

10. Bill No. 5450 - An Ordinance Amending The Adopted 2013-2014 General Fund And Capital Fund Budgets Of The City Of Creve Coeur By Authorizing Additional Appropriations And Unappropriations From Operating Departments. First Reading

City Clerk read Bill No. 5450 for the first time.

Mark Perkins stated there are two amendments for the FY 13 - 14 budget. First is to include the Chilton culvert project which was budgeted in 2013 but, due to timing issues was not completed during that year and the Capital Fund will need to be increased for this year. Second the Public Works Department has decided to go through a temp agency for all part time employees. As a result it will increase the Street Department funds and decrease the Streets and Parks.

11. Resolution No. 1076 - Authorizing The City Administrator To Execute An Agreement Extending The Term Of The Professional Services Agreement With American Traffic Solutions.

City Clerk read Resolution No. 1076.

Council Member Wang moved, seconded by Council Member Hoffman to approve Resolution No. 1076.

Mark Perkins stated staff is still reviewing proposals for this service and is requesting additional time. The resolution is to extend the current ATS contract under the current terms until December 31, 2013.



CITY OF CREVE COEUR - MINUTES
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Mayor Glantz called to question the approval of Resolution No. 1076, with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye

The vote on the motion being 7 ayes and 0 nay, motion carried.

11A. Reconsideration of Ordinance No. 5322.

City Clerk read the title of Ordinance No. 5322.

Council Member Saunders moved, seconded by Council Member D'Alfonso to reconsider Ordinance No. 5322, 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 Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Carl Lumley stated there was a line of text that was inadvertently left out in Section 1, during the generation of the Council packet and the date reference of August 1, 2013 needs to be changed to August 16, 2013 in all four places in the ordinance.

Council Member D'Alfonso moved, seconded by Council Member Saunders to include the line of text in Section 1 and change all date references to August 16, 2013, with the vote upon such motion being as follows, to-wit:

Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye
Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffmann – Aye
Council Member Saunders – Aye



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The vote on the motion being 7 ayes and 0 nays, motion carried.

BUSINESS FROM THE MAYOR and CITY COUNCIL

BUSINESS FROM CITY ADMINISTRATOR

12. Fourth Quarter FY 2013 Financial Analyses

Dan Smith stated the 4th quarter financial report for FY 2013 is as staff previously indicated with a surplus as anticipated. Overall, the city had a good financial year in 2013. The General Fund realized a significant surplus and appears to be in good financial shape for at least the next 5 years. The performance of the Enterprise Fund regressed in 2013. Revenues decreased significantly in FY2013 and only savings in expenditures resulted in better performance than anticipated. Revenues especially at the Golf Course are a concern, although the first month of FY2014 saw revenues rebound considerably. Due to decreased Capital expenditure the Capital Fund ended FY2013 in stronger financial condition than anticipated. It should be noted that the figures for this report are preliminary for 2013. Additional expenditures will be charged to the funds as the August bills are paid due to the governmental accounting guidelines. Even with those additional expenses, staff does not anticipate substantial change in the operating results.

13. Executive Session

Council Member Hoffman moved, seconded by Council Member Kramer to go into Executive Session to discuss real estate, personnel and attorney - client matters at 9:23 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – 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.

Council Member Hoffman moved, seconded by Council Member Saunders to adjourn Executive Session at 9:40 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kramer – Aye
Council Member Lawrence – Aye
Council Member Hoffman – Aye
Council Member Saunders – Aye
Council Member D'Alfonso – Aye
Council Member Wang – Aye
Council Member Kreuter – Aye



CITY OF CREVE COEUR - MINUTES
CITY COUNCIL MEETING
Monday, August 26, 2013
7:30 PM

The vote on the motion being 7 ayes and 0 nay, motion carried.

Council Member Hoffman moved, seconded by Council Member Kramer to adjourn at 9:42 p.m., with the vote upon such motion being as follows, to-wit:

Council Member Kreuter – Aye
Council Member Wang – Aye
Council Member D’Alfonso – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Kramer – Aye

The vote on the motion being 7 ayes and 0 nays, motion carried.

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor



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

DATE: September 4, 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 September 4, 2013 in the amount of \$230,459.88.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

NO DEPT - NO DIV

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02034	0		082313	23-Aug-13	FRIEDENBERG, PETER	SEWER LATERAL REPAIR REIMB	02-00-00-1901	1,491.20
02035	0		082013	20-Aug-13	WEINHAUS, ELDON	SEWER LATERAL REPAIR REIMB	02-00-00-1901	6,500.00
Sum of Invoices								7,991.20



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

LEGISLATIVE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00303	0		10377330	21-Aug-13	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE	01-11-13-6260	146.16
00633	0		121067	25-Jul-13	RCGA	REG FOR STL GREEN BUSINESS CHALLENGE	01-11-12-6262	195.00
Sum of Invoices								341.16



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

Administration

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00053	0		88180	22-Aug-13	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	95.00
00053	0		89932	22-Aug-13	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	95.00
00053	0		88179	22-Aug-13	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	95.00
00052	0		40448402	22-Aug-13	ST. LOUIS POST-DISPATCH	NEWSPAPER SUBSCRIPTION 7/4-8/28/13	01-12-11-6262	38.00
Sum of Invoices								323.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

IT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00073	0	P001750	FH87432	22-Aug-13	CDW-G	1 YR WATCHGUARD FIREWALL MAINT	01-12-51-7332	1,199.99
00139	0	P001742	XJ6P99114	12-Aug-13	DELL	5 EA OPTIPLEX 3010 PCs	01-12-51-7331	4,906.30
01891	0	P001709	10685	15-Aug-13	WINNING TECHNOLOGIES, INC.	IT OUTSOURCING-AUG 2013	01-12-51-6202	6,400.00
Sum of Invoices								12,506.29



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

MUNICIPAL COURT

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00779	0	P001653	INV00012879	30-Jun-13	AMERICAN TRAFFIC SOLUTIONS	CAMERA FEES-JUNE 2013	01-13-14-6248	41,300.00
00050	0		INV0030589	15-Aug-13	REJIS	SUBSCRIPTION FEES-AUGUST 2013	01-13-14-6202	2,075.06
Sum of Invoices								43,375.06



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

COMMUNITY SERVICES

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00132	0		1429975-0.	03-Aug-13	BRADBURN'S	BULLETIN BOARD SUPPLIES	01-14-11-7304	16.19
00080	0		3365-184-5	31-Jul-13	DIERBERGS	FOOD FOR MEETING	01-14-11-7304	24.99
00431	0		71800	16-Aug-13	ELLIOTT DATA SYSTEMS	STOCK FOR RESIDENT ID CARDS	01-14-11-7304	303.50
01986	0	P001712	14450	10-Jul-13	MAXIMUM SOLUTIONS, INC.	INITIAL TRAINING FOR POS	01-14-11-6203	2,000.00
01986	0	P001712	14450	10-Jul-13	MAXIMUM SOLUTIONS, INC.	ANNUAL MAINTENANCE FEE FOR POS	01-14-11-6213	1,275.00
01986	0	P001712	14450	10-Jul-13	MAXIMUM SOLUTIONS, INC.	POS SOFTWARE SPLIT 50/50 WITH	01-14-11-9503	6,475.00
Sum of Invoices								10,094.68



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01644	0		96899	06-Aug-13	AA KEY & LOCK SERVICE	NEW LOCK FOR LOCKER RM #4	06-14-31-6212	186.00
01550	0		452-6254312	02-Jul-13	ARAMARK UNIFORM SERVICES	MOPS (7/2/13)	06-14-31-7301	0.88
01550	0		452-6254312	02-Jul-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (7/2/13)	06-14-31-7308	3.96
01550	0		452-6306003	16-Jul-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (7/16/13)	06-14-31-7301	0.88
01550	0		452-6306003	16-Jul-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (7/16/13)	06-14-31-7308	3.96
01550	0		452-6331789	23-Jul-13	ARAMARK UNIFORM SERVICES	MOPS (7/23/13)	06-14-31-7301	0.88
01550	0		452-6331789	23-Jul-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (7/23/13)	06-14-31-7308	3.96
01550	0		452-6357812	30-Jul-13	ARAMARK UNIFORM SERVICES	MOPS (7/30/13)	06-14-31-7301	0.88
01550	0		452-6357812	30-Jul-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (7/30/13)	06-14-31-7308	3.96
01550	0		452-6383640	06-Aug-13	ARAMARK UNIFORM SERVICES	MOPS (8/6/13)	06-14-31-7301	0.88
01550	0		452-6383640	06-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/6/13)	06-14-31-7308	3.96
01550	0		452-6409706	13-Aug-13	ARAMARK UNIFORM SERVICES	MOPS (8/13/13)	06-14-31-7301	0.88
01550	0		452-6409706	13-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/13/13)	06-14-31-7308	3.96
01550	0		452-6435752	20-Aug-13	ARAMARK UNIFORM SERVICES	MOP (8/20/13)	06-14-31-7308	0.88
01550	0		452-6435752	20-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/20/13)	06-14-31-7308	3.96
01550	0		452-6462081	27-Aug-13	ARAMARK UNIFORM SERVICES	MOPS (8/27/13)	06-14-31-7301	0.88
01550	0		452-6462081	27-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/27/13)	06-14-31-7308	3.96
00078	0		00094485	19-Jul-13	BECKER ARENA PRODUCTS	STUDDER TIRES FOR OLYMPIA	06-14-31-6211	705.40
00132	0		1429975-0	03-Aug-13	BRADBURN'S	BULLETIN BOARD SUPPLIES	06-14-31-7304	16.18
00948	0		117311	12-Jul-13	C&R MECHANICAL	REPLACE FLU HEATER	06-14-31-6212	190.07
00080	0		0473-128-5	25-Jul-13	DIERBERGS	FOOD FOR PARKS MEETING	06-14-31-7304	29.46
00080	0		3365-184-5.	31-Jul-13	DIERBERGS	FOOD FOR MEETING	06-14-31-7304	28.24
00081	0		9213761753	09-Aug-13	GRAINGER	DOOR CLOSER, ELECTRICAL METER	06-14-31-6212	325.68
00039	0		848921	23-Aug-13	INDUSTRIAL SOAP	FLOOR & GENERAL CLEANER	06-14-31-7301	52.10
00039	0		845903	05-Aug-13	INDUSTRIAL SOAP	SOAP, DISINFECTANT, CLEANERS	06-14-31-7301	545.94
01986	0	P001713	14450.	10-Jul-13	MAXIMUM SOLUTIONS, INC.	INITIAL TRAINING FOR NEW POS	06-14-31-6203	2,000.00
01986	0	P001713	14450.	10-Jul-13	MAXIMUM SOLUTIONS, INC.	ANNUAL MAINTENANCE FEE FOR POS	06-14-31-6213	1,275.00
01986	0	P001713	14450.	10-Jul-13	MAXIMUM SOLUTIONS, INC.	NEW POS SOFTWARE SPLIT 50/50 W	06-14-31-9503	6,475.00
00082	0		0725440	02-Jul-13	METROLIFT PROPANE	PROPANE FOR OLYMPIA (7/2/13)	06-14-31-7307	119.64
00082	0		0745349	27-Aug-13	METROLIFT PROPANE	PROPANE FOR OLYMPIA (8/27/13)	06-14-31-7307	119.62



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

ICE ARENA

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00082	0		0730225	16-Jul-13	METROLIFT PROPANE	PROPANE FOR OLYMPIA (7/16/13)	06-14-31-7307	119.64
00867	0		23762	18-Jul-13	MURPHY	REBUILD PUMP	06-14-31-6211	2,783.01
00164	0		035006	08-Jul-13	NEW SYSTEM CARPET & BUILDING CARE LTD.	PAPER PRODUCTS/CAN LINERS	06-14-31-7301	719.67
00164	0		035635	05-Aug-13	NEW SYSTEM CARPET & BUILDING CARE LTD.	TRASH CAN LINERS	06-14-31-7301	289.43
00048	0		202577	30-Jul-13	PAVYER	OLYMPIA KNIFE SHARPENING	06-14-31-6211	85.80
00711	0		327073718	25-Jul-13	TERMINIX	PEST CONTROL SVC-JULY 2013	06-14-31-6212	34.00
Sum of Invoices								16,138.60



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

GOLF MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00728	0		GC4069 9/13	15-Aug-13	AUDUBON INTERNATIONAL	MEMBERSHIP RENEWAL	06-14-32-6262	200.00
00081	0		9210482346	06-Aug-13	GRAINGER	SHEET METAL SCREWS	06-14-32-6212	7.76
01415	0		INV0008911	08-Aug-13	GREENSPRO, INC.	FAIRWAY FERTILIZER	06-14-32-7303	740.00
01415	0		INV0009026	19-Aug-13	GREENSPRO, INC.	FUNGICIDE FOR FAIRWAYS	06-14-32-7303	280.00
01415	0		INV0008987	14-Aug-13	GREENSPRO, INC.	FUNGICIDE FOR ZOYSIA GRASS	06-14-32-7303	560.00
00175	0		885165-00	31-Jul-13	MTI DISTRIBUTING, INC.	BALL JOINT FOR TORO	06-14-32-6211	17.80
Sum of Invoices								1,805.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

PRO SHOP

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01098	0		231943	22-Jul-13	ALL STAR PRO GOLF	CART KEY TAGS	06-14-33-6210	17.96
01098	0		232439	06-Aug-13	ALL STAR PRO GOLF	GOLF PENCILS	06-14-33-7304	180.00
01098	0		231943	22-Jul-13	ALL STAR PRO GOLF	GOLF TEES FOR RESALE	06-14-33-8327	186.85
00953	0		92306	22-Jul-13	GATEWAY GOLF CARS, LTD	GOLF CART NUMBERS	06-14-33-6210	20.00
00953	0		92307	22-Jul-13	GATEWAY GOLF CARS, LTD	GOLF CART NUMBERS	06-14-33-6210	68.25
00164	0		035635	05-Aug-13	NEW SYSTEM CARPET & BUILDING CARE	TRASH CAN LINERS	06-14-33-7301	96.47
00711	0		327073718	25-Jul-13	TERMINIX	PEST CONTROL SVC-JULY 2013	06-14-33-6212	34.00
Sum of Invoices								603.53



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

SNACK BAR

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-6254312	02-Jul-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (7/2/13)	06-14-34-7301	3.58
01550	0		452-6306003	16-Jul-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (7/16/13)	06-14-34-7301	3.58
01550	0		452-6331789	23-Jul-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (7/23/13)	06-14-34-7301	3.58
01550	0		452-6357812	30-Jul-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (7/30/13)	06-14-34-7301	3.58
01550	0		452-6383640	06-Aug-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (8/6/13)	06-14-34-7301	3.58
01550	0		452-6409706	13-Aug-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (8/13/13)	06-14-34-7301	3.58
01550	0		452-6435752	20-Aug-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (8/20/13)	06-14-34-7301	3.58
01550	0		452-6462081	27-Aug-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (8/27/13)	06-14-34-7301	3.58
00948	0		117311	12-Jul-13	C&R MECHANICAL	REPLACE FLU HEATER	06-14-34-6212	190.06
01072	0		634401	15-Aug-13	C.R. FRANK POPCORN AND SUPPLY CO.	POPCORN FOR RESALE	06-14-34-8319	15.90
01072	0		634401	15-Aug-13	C.R. FRANK POPCORN AND SUPPLY CO.	MISC. BOXES	06-14-34-8321	15.00
00084	0	P001700	3888319705	30-Jul-13	COCA-COLA	SODA FOR RESALE (8317)	06-14-34-8317	531.71
00116	0		2747	22-Jul-13	SAM'S CLUB	FOOD FOR RESALE	06-14-34-8315	67.52
00116	0		0801	05-Aug-13	SAM'S CLUB	FOOD FOR RESALE	06-14-34-8315	14.42
00116	0		0801	05-Aug-13	SAM'S CLUB	COFFEE FOR RESALE	06-14-34-8317	10.88
00116	0		2747	22-Jul-13	SAM'S CLUB	SNACKS FOR RESALE	06-14-34-8319	165.21
00116	0		0801	05-Aug-13	SAM'S CLUB	SNACKS FOR RESALE	06-14-34-8319	241.58
Sum of Invoices								1,280.92



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

BUILDING MAINTENANCE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-6435751	20-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/20/13)	01-16-11-7308	7.92
01550	0		452-6462080	27-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/27/13)	01-16-11-7308	7.92
01867	0		16424	01-Sep-13	AUTHORIZED ELEVATOR	QTRLY MAINT CONTRACT-ELEVATOR	01-16-11-6211	125.00
00128	0		S3275911.001	14-Aug-13	FROST ELECTRIC	LIGHTS FOR SALLYPORT	01-16-11-6212	209.76
00128	0		S3275343.002	19-Aug-13	FROST ELECTRIC	CREDIT MEMO-MDSE RETURN	01-16-11-6212	-15.28
00128	0		S3275343.001	12-Aug-13	FROST ELECTRIC	BULBS FOR CITY HALL PRKING LOT	01-16-11-6212	109.03
00117	0		2014077	30-Aug-13	HOME DEPOT	DRILL BITS, WRENCHES, PWR STRI	01-16-11-7302	109.03
00164	0		036284	30-Aug-13	NEW SYSTEM CARPET & BUILDING CARE	FOAM HAND SANITIZER	01-16-11-6212	158.96
00164	0		036119	21-Aug-13	NEW SYSTEM CARPET & BUILDING CARE	HAND SOAP, RAGS	01-16-11-6212	445.94
00968	0	P001753	76366385	29-Jul-13	SIMPLEX GRINNELL	ANNUAL TESTING CHARGE FOR FIRE	01-16-11-6211	1,659.00
00087	0		47274	30-Jul-13	SYSTEMAIRE	HEAT PUMP REPAIR-GUN RANGE	01-16-11-6212	523.95
Sum of Invoices								3,341.23



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

POLICE-ADMIN

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01068	0		111251	19-Aug-13	DNT	QTRLY COPIER MAINT CHIEFS OFFI	01-21-11-6213	110.00
00053	0		89459	22-Aug-13	MERCY CORPORATE HEALTH	PRE EMPLOY SCREEN NEW OFFICER	01-21-11-6271	404.00
00053	0		89423	22-Aug-13	MERCY CORPORATE HEALTH	PRE EMPLOY SCREEN NEW OFFICER	01-21-11-6271	404.00
00050	0		INV0030591	15-Aug-13	REJIS	(5) FRID BADGES	01-21-11-6213	37.50
01726	0		78676	15-Aug-13	ST LOUIS COUNTY DOH	2000 LETTERHEAD ENVELOPES	01-21-11-7304	205.00
01048	0		9710034570	18-Aug-13	VERIZON WIRELESS	MONTHLY AIRCARD CHARGES	01-21-11-6253	40.01
Sum of Invoices								1,200.51



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

POLICE-INVESTIGATIONS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01563	0		65542	22-Aug-13	ARROWHEAD SCIENTIFIC, INC.	EVIDENCE SUPPLIES	01-21-21-7304	150.89
Sum of Invoices								150.89



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

POLICE-PATROL

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00681	0	P001739	INV-22310	14-Aug-13	DATA911	EXTENDED WARRANTY-DATA911 MONI	01-21-22-6211	1,060.00
00681	0	P001743	INV-22311	14-Aug-13	DATA911	MAINT-DATA911 IN CAR COMPUTERS	01-21-22-6211	2,411.50
00096	0		135593	19-Aug-13	EVS	REPAIR AUX OUTLET IN CAR 2411	01-21-22-6210	15.00
00094	0		166468	27-Aug-13	FIRESTONE	CAR 2422 FRONT BRAKES, CALIPER	01-21-22-6210	726.56
00094	0		166333	23-Aug-13	FIRESTONE	(2) TIRES AND ALIGNMENT	01-21-22-6210	341.50
00094	0		166304	21-Aug-13	FIRESTONE	CAR 2409 REPLACE ONE TIRE	01-21-22-6210	132.50
00094	0		166512	28-Aug-13	FIRESTONE	CAR 2408 (1) TIRE & 3000 ML SV	01-21-22-6210	155.49
00094	0		166337	22-Aug-13	FIRESTONE	CREDIT FOR OVERCHARGE	01-21-22-6210	-17.10
00094	0		166319	22-Aug-13	FIRESTONE	CAR 2419 3000 MILE SERVICE	01-21-22-6210	40.09
Sum of Invoices								4,865.54



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

PUBLIC WORKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048	0		9709875173	13-Aug-13	VERIZON WIRELESS	8/13/13	01-31-11-6253	40.01
Sum of Invoices								40.01



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-6435749	20-Aug-13	ARAMARK UNIFORM SERVICES	MOPS (8/20/13)	01-31-41-6212	8.91
01550	0		452-6435749	20-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/20/13)	01-31-41-7308	42.25
00102	0		757468	19-Aug-13	BEYERS LUMBER	LUMBER FOR CONCRETE FORMS	01-31-41-7305	57.60
00693	0		271383	21-Aug-13	BMC ENTERPRISES, INC.	CONCRETE REPAIR-CENTER PRKWY	01-31-41-7305	548.30
00712	0		P12721	14-Aug-13	BOBCAT COMPANY	TEETH FOR MILLER	01-31-41-6211	499.80
00712	0		P12720	14-Aug-13	BOBCAT COMPANY	BRUSHES FOR BROOM	01-31-41-6211	369.52
00712	0	P001740	E00682	05-Aug-13	BOBCAT COMPANY	DEALER P.D.I.	01-31-41-9503	50.00
00712	0	P001740	E00682	05-Aug-13	BOBCAT COMPANY	FREIGH	01-31-41-9503	101.60
00712	0	P001740	E00682	05-Aug-13	BOBCAT COMPANY	6666898 STANDARD 36" BIT	01-31-41-9503	886.99
00712	0	P001740	E00682	05-Aug-13	BOBCAT COMPANY	6666892 STANDARD 9" BIT	01-31-41-9503	295.78
00712	0	P001740	E00682	05-Aug-13	BOBCAT COMPANY	6812980 AUGER MOUNTING FRAME	01-31-41-9503	368.00
00712	0	P001740	E00682	05-Aug-13	BOBCAT COMPANY	6809445 30C AUGUER DRIVER UNI	01-31-41-9503	1,581.15
00010	0		932454	23-Aug-13	BRANNEKY HARDWARE	ROPE FOR LEAF VACS	01-31-41-6211	7.99
00010	0		932453	23-Aug-13	BRANNEKY HARDWARE	TARPS, ROPE FOR LEAF VACS	01-31-41-6211	75.92
00010	0		932319	20-Aug-13	BRANNEKY HARDWARE	STOCK SUPPLIES FOR SHOP	01-31-41-6212	110.61
00013	0		1763-214845	16-Aug-13	CARQUEST AUTO PARTS	STEPS FOR TRUCK BED	01-31-41-6210	153.96
00013	0		1763-214845	16-Aug-13	CARQUEST AUTO PARTS	PRIMER FOR FUEL TANK	01-31-41-6211	71.56
00013	0		1763-215234	26-Aug-13	CARQUEST AUTO PARTS	GREASE FOR STOCK AT SHOP	01-31-41-6212	38.50
00013	0		1763-214848	16-Aug-13	CARQUEST AUTO PARTS	3" CUT OFF WHEEL	01-31-41-6212	10.74
00011	0		29035301	15-Aug-13	CARTER-WATERS LLC	CONCRETE SUPPLIES-MILL PARK	01-31-41-7305	38.40
00952	0		62136	19-Aug-13	CHEMCO INDUSTRIES, INC.	SOLVENT FOR ASPHALT CLEANING	01-31-41-7301	226.82
01466	0		40044813	21-Aug-13	CROSS MIDWEST TIRE	LEAF VAC TIRES	01-31-41-6211	396.00
01466	0		140044844	21-Aug-13	CROSS MIDWEST TIRE	LEAF VAC TIRES	01-31-41-6211	396.00
00049	0		35979	27-Aug-13	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 8/25/13	01-31-41-6207	2,872.32
00049	0		35954	20-Aug-13	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 8/18/13	01-31-41-6207	2,440.32
00023	0		347650	22-Aug-13	FRED WEBER	ASPHALT FOR PATCHING	01-31-41-7305	472.00
00023	0		346647	19-Aug-13	FRED WEBER	ASPHALT-GRAESER/BAL ARBOR	01-31-41-7305	413.00
00023	0		346885	20-Aug-13	FRED WEBER	ASPHALT FOR GRAESER/BAL ARBOR	01-31-41-7305	413.00
00117	0		0025432	22-Aug-13	HOME DEPOT	CONCRETE SUPPLIES-LADUE EST.	01-31-41-7305	245.47
00789	0		423777	21-Aug-13	K&K SUPPLY	TILLER RENTAL	01-31-41-7302	30.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00789	0		423777	21-Aug-13	K&K SUPPLY	GLOVES/SAFETY GLASSES	01-31-41-7308	17.99
00156	0		0057012	21-Aug-13	L & C TRUCK REPAIR, INC.	TRANSMISSION REPAIR-TRK 313	01-31-41-6210	970.31
02009	0		122418	17-Aug-13	LANDVATTER READY MIX, INC.	GRAVEL FOR CONCRETE WRK-MILLPK	01-31-41-7305	378.01
00110	0		315614	22-Aug-13	RICMAR INDUSTRIES	CLEANING PRODUCTS	01-31-41-7301	248.08
00110	0		315580	19-Aug-13	RICMAR INDUSTRIES	BUG SPRAY	01-31-41-7301	85.13
00896	0		70923	19-Aug-13	SHAPIRO SALVAGE & SUPPLY CO.	LADDER FOR DIESEL TANK	01-31-41-6212	44.00
<i>Sum of Invoices</i>								<i>14,966.03</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

HEALTH & WELFARE

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01480	0		2111036943	15-Aug-13	LLC	LANDFILL FEE	01-31-42-6214	51.18
00105	0	P001702	0346-015573820	15-Aug-13	REPUBLIC SERVICES	TRASH SERVICE-AUGUST 2013	01-31-42-6214	83,382.20
00105	0	P001702	0346-015573820	15-Aug-13	REPUBLIC SERVICES	RECYCLING SERVICE-AUGUST 2013	01-31-42-6217	24,146.20
Sum of Invoices								107,579.58



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

PARKS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550	0		452-6435749	20-Aug-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (8/20/13)	01-31-43-7308	42.25
00455	0		7314	19-Aug-13	CHECKER BAG COMPANY	TRASH BAGS FOR PARKS	01-31-43-6212	319.00
00731	0		333850-001	27-Aug-13	GOLDSTEIN-SCHWARTZ INC	HYDRAULIC ADAPTERS	01-31-43-6211	74.20
00789	0		423777	21-Aug-13	K&K SUPPLY	GLOVES/SAFETY GLASSES	01-31-43-7308	17.99
00110	0		315580	19-Aug-13	RICMAR INDUSTRIES	BUG SPRAY	01-31-43-7301	85.12
00547	0	P001623	224164	30-Jun-13	ST. LOUIS BACKFLOW SERVICES	BACKFLOW TESTING	01-31-43-6212	1,550.00
00173	0		IN113846	20-Aug-13	SUPREME TURF PRODUCTS	WEED KILLER FOR PARKS	01-31-43-7301	675.00
00173	0		IN113842	20-Aug-13	SUPREME TURF PRODUCTS	SOIL AMENDMENT FOR DOG PARK	01-31-43-7303	90.00
Sum of Invoices								2,853.56



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00213	0		082613-1	26-Aug-13	MCLAUGHLIN COURT REPORTING SERVICES, INC	CRT REPRTR-PUB HRGS 8/19/13	01-32-11-6202	621.00
00303	0		10372171	14-Aug-13	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-P&Z	01-32-11-6260	40.60
00303	0		10380652	27-Aug-13	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-P&Z	01-32-11-6260	40.60
00303	0		10381029	28-Aug-13	MISSOURI LAWYERS MEDIA	PUB HRG NOTICE-P&Z	01-32-11-6260	40.60
Sum of Invoices								742.80



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00005	0		1667601	26-Aug-13	AMERICAN STAMP	NAME STAMPS FOR PERMITS	01-32-61-7304	113.73
00112	0		42715	22-Aug-13	MPS	PRINTING-STOP WORK, FIELD CORRECTION NOTICES	01-32-61-7304	146.00
Sum of Invoices								259.73



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

9/4/2013

CAPITAL IMPROVEMENTS

Vendor Number	Address Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount	
01934	0	P001634	FINAL PAY	30-Jun-13	AMCON MUNICIPAL CONCRETE	LADUE RD SIDEWALK IMPROVEMENTS	02-61-71-9510-13605	13,627.50	
Sum of Invoices									13,627.50
GRAND TOTAL OF ALL INVOICES									230,459.88

**AN ORDINANCE REPEALING CONDITIONAL USE PERMIT ORDINANCES
NUMBER 1954 AND 2067 AND AUTHORIZING THE ISSUANCE OF A NEW
CONDITIONAL USE PERMIT FOR A 5,190 SQUARE-FOOT FULL SERVICE
RESTAURANT LOCATED AT 12316 OLIVE BOULEVARD WITHIN WESTGATE
CENTER.**

WHEREAS, under Section 405.210 Table A, all restaurants in the "PC" Planned Community 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 Andrew Kohn of Wildsmoke, to amend the prior conditional use permit (Ordinance No. 1954) to allow for outdoor smokers behind the building, in conjunction with the operation of a full service restaurant located in the tenant space addressed as 12312 Olive Boulevard, within Westgate Center; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, August 19, 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 August 19, 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: Ordinances Number 1954 and 2067 are 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 12316 Olive Boulevard, in the "PC" Planned Commercial zoning district, within the Westgate Centre, whose legal description is as follows:

Westgate Centre

A tract of land in U.S. Survey 1923, Township 45 North, Range 5 East, St. Louis County, Missouri and being particularly described as follows:

Beginning at intersection of the Eastern Right-of-Way line of Tempo Drive and the Southern Right-of-Way line of Olive Street Road as widened. Thence along the Southern Right-of-Way line of Olive Street Road as widened North 61 degrees 12 minutes and 16 seconds East 83.02 feet to a point; thence continuing along said Southern Right-of-Way line of Olive Street Road as widened South 77 degrees 14 minutes and 50 seconds East 615.19 feet to a point; thence South 12 degrees 51 minutes 15 seconds West 388.47 feet to a point; thence South 89 degrees 50 minutes 58 seconds West 649.82 feet to a point aforementioned Eastern Right-of-Way line of Tempo Drive; thence along the Eastern Right-of-Way line of Tempo Drive around a curve to the right having a radius of 886.72 feet and arc distance of 280.92 feet to the point of tangency thereof; thence continuing along said Eastern Right-of-Way line of Tempo Drive North 12 degrees 51 minutes 15 seconds East 202.18 feet to the point of beginning, containing 7.11 acres +.

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 5,190 square-foot, full service restaurant at 12316 Olive Boulevard, within the Westgate Centre, zoned "PC" Planned Community District.
2. Seating is limited to a maximum 150 indoor seats and 40 outdoor seats. A minimum four foot wide, unobstructed and clear pedestrian path on the existing walkways must be maintained at all times.
3. Hours of operation shall not exceed 11:00 am to 1:00 am daily. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, the catering of special events.
4. The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the restaurant permitted by this ordinance.
5. There shall be no outdoor storage or placement of any materials or equipment, except for the outdoor smokers located behind the main building.
6. Employee parking, delivery and company vehicles shall be parked in the 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.
8. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
9. Any mechanical equipment installed for the site shall be located in the service ally or properly screened with approved materials.
10. 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.

11. 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.
12. 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.
13. 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.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-028 FOR AN AMENDMENT TO THE CONDITIONAL USE
PERMIT FOR WILDSMOKE RESTAURANT WITHIN
WESTGATE CENTRE AT 12316 OLIVE BOULEVARD
FOR THE MEETING OF: Monday, August 19, 2013, 7:00 PM**

LOCATION: 12316 Olive Boulevard, at the southeast corner of Olive Boulevard and Tempo Drive, within the Westgate Centre in the former Culpepper's tenant space. The property is zoned PC District

REQUEST: An application has been submitted to amend the prior conditional use permit to allow for outdoor meat smokers behind the building and to eliminate the prohibition of the outdoor speakers for the amplification of music in the patio area. The Applicant is not proposing any changes to the exterior of the building.

ADDITIONAL INFORMATION: Ordinance No. 1954, approved in 1998, authorized a 5,190 sq. ft. restaurant at the subject tenant space, but prohibited any outdoor equipment and the use of outdoor speakers for the amplification of music. Staff requests that the prior ordinance be repealed and replaced with a new ordinance.

Key Issues:

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

Comprehensive Plan References

- West Olive Corridor Action Area
- Design Guidelines

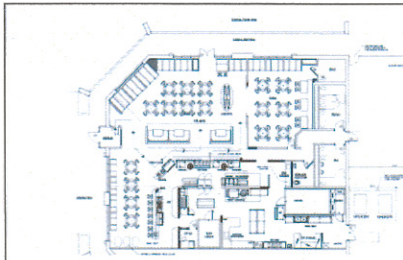
Zoning Code References

- Section 405.210: Regulation of Uses
- Section 405.350: "PC" Planned Community District
- Section 405.470 Conditional Uses
- Section 405.820 Required Off-Street Parking Spaces

APPLICANT: Andrew Kohn
VCH LLC DBA Wildsmoke
21 Westwood Country Club
St. Louis, MO 63131

**PROPERTY
OWNER:**

Solon Gershman Inc.
7 N. Bemiston
Clayton, MO 63105



REPORT PREPARED BY:

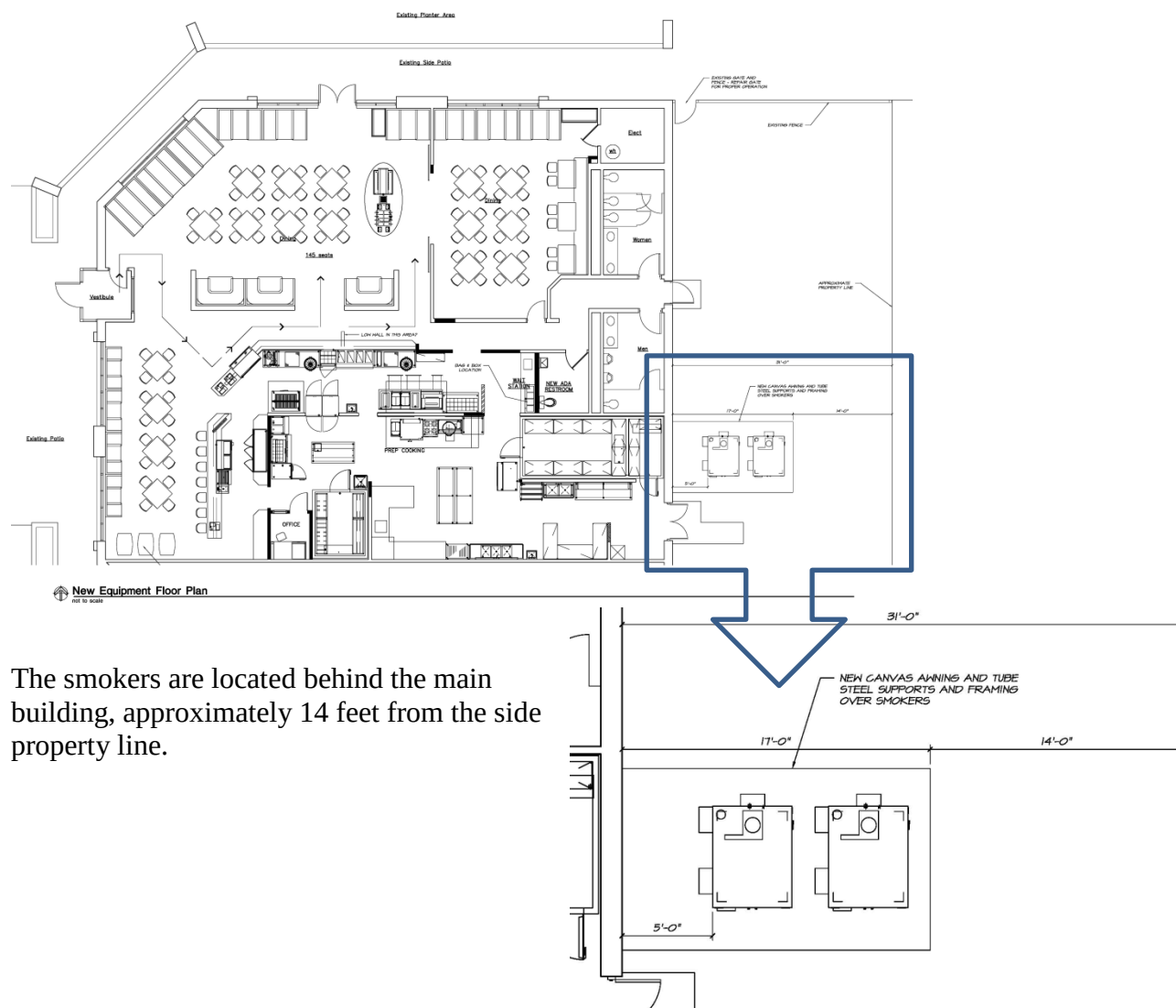
Whitney Kelly
Whitney Kelly, AICP

8/16/2013
Date

ATTACHMENTS: Applicant's Materials submitted July 18, 2013
Draft Ordinance
Ordinance No. 1954

PROPERTY HISTORY

The Westgate Centre Shopping Center was developed in 1979 and has pre-existing non-conformities. The Applicant is utilizing the existing CUP that was previously issued to Culpeppers Restaurant for this space. The prior conditional use permit did not include a maximum number of seats, except to indicate that the floor plan shall be filed with the Zoning Administrator. However, the Applicant has indicated that they will use the same number of seats as the prior tenant: 150 indoor seats and 40 outdoor seats. The Applicant is seeking to modify the existing CUP for the approval for two new smokers behind the building and to eliminate the prohibition of the use of outdoor speakers. No other changes to the exterior of the building or site are under consideration. Below is a close-up of the floor plan for Wildsmoke:



The smokers are located behind the main building, approximately 14 feet from the side property line.

As the prior Ordinance did not include a maximum number of seats and references out-of-date ordinances, Staff is seeking a repeal of Ordinance No. 1954 and replacement with a new ordinance.

On July 10, 2000, the City Council approved CUP Ordinance Number 2067, for Special-D Coffees & Teas for the tenant space addressed as 12324 Olive Boulevard with a maximum of 1,840 square feet and a maximum of 16 seats. That restaurant no longer exists, and the current space is being used as a chirpractor's office. Therefore, Staff is also seeking a repeal of that Ordinance.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Retail/Office: Woodcrest Shopping Center, American Eagle Credit Union	“CB” Core Business	Olive Boulevard
South	Office	“PC” Planned Community District	NA
East	Office	“PC” Planned Community District	NA
West	Retail/Apartment	“MX” Mixed Use District/ “AR” Attached Single Family Residential	Tempo

COMPREHENSIVE PLAN REVIEW

The subject site is located within the West Olive Corridor Action Area of the Comprehensive Plan. The West Olive Corridor possesses a mix of residential and commercial structures but has an overall commercial character. This applicant is utilizing an existing restaurant space within a shopping center that consist of “small retail/restaurants and specialty shops.” The addition of a new restaurant within the proposed center would be consistent with the mix of uses in the area.

ZONING REVIEW

Restaurants are permitted with conditions in all commercial zoning districts within the city, and the applicant is leasing an existing tenant space in a development that has a mix of retail and restaurant uses. No changes to the exterior of the building or site are proposed so no site development plan review is required. The smokers are an accessory structure to the restaurant, which is governed by Section 405.460, below:

SECTION 405.460: ACCESSORY USES AND STRUCTURES

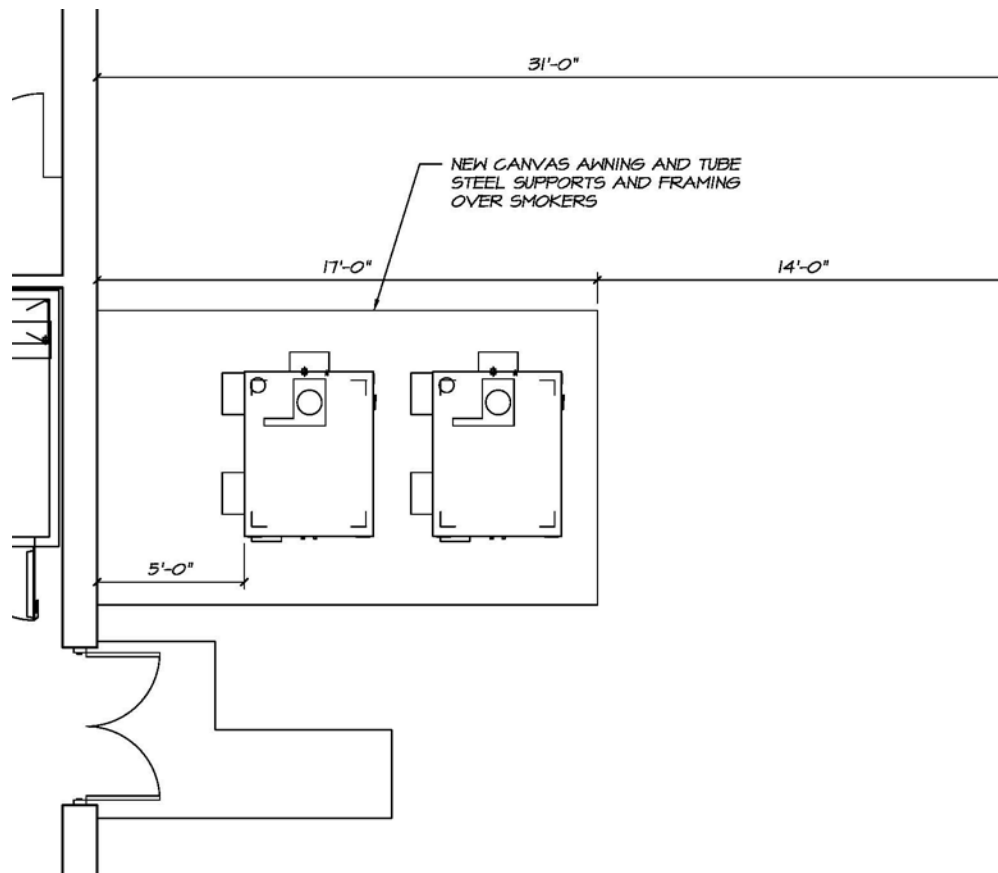
B. Permitted Accessory Uses And Structures.

12. Mechanical equipment or utility facilities which are specifically related to and required by a permitted use.

D. Location.

2. If an accessory building is detached from the principal building, it shall be located at least ten (10) feet from the principal building.
6. Accessory structures and uses shall maintain the same side yard as is required for the principal structure located on the zoning lot, except that off-street parking, fences, walls and hedges may be located in the required side yard areas.

The smokers must be located 5 feet from the main building to meet with fire district requirements. However, the applicant has included a canopy attached to the building that is 14 feet from the side property line. The side yard setback for properties in the PC District is 10 feet, therefore the smokers can be accommodated within the available space, per the close up for the area below:



The applicant has indicated that the canopy will be a canvas awning, however Building Codes require that it will need to meet structural loads, and fire safety standards. Therefore a condition of approval is included requires the Applicant to acquire a building permit for the canopy. Note that nothing requires the canopy in the first place, so it will be the applicant's option to pursue the structure or not.

Restaurants in the PC District are limited to 40% of the building square footage, per Section 405.470 Conditional Uses:

SECTION 405.470: CONDITIONAL USES

14. *Food services and drinking places--(NAICS 722). Shall be located on sites of not less than two (2) acres with the following exceptions:*
 - 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*

The total building square footage of the Westgate Centre in-line retail buildings is 50,963 square feet, where the existing restaurants make up 13,947 square feet, or 27%. TGI Friday's is excluded from this calculation, as it is a freestanding restaurant. As there are no other changes to the site, review of the request per the Zoning Ordinance is limited to the parking analysis.

Parking

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces:

Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
Wildsmoke	Restaurant	5,190 (+150 indoor seats, 40 outdoor seats)	1/3 seats in C.U.P., 1/8 outdoor seats, + 1/250 sq. ft.	75.76
Jon Thomas Salon	Hair Salon	3,450	4/1000 sq. ft.	13.8
Metro Chiropractor	Office	1,840	4/1000 sq. ft.	7.36
Dog Spa	Personal and laundry services-other	1,160	1/300 sq. ft.	3.87
Mirrozz Gallery	Retail	1,200	4/1000 sq. ft.	4.8
Chateau Decor	Retail	1,200	4/1000 sq. ft.	4.8
Pagano Family Dentistry	Office	2,330	4/1000 sq. ft.	9.32
La Bonne Bouchee	Cafe/Bakery	6,615 (+108 indoor seats, 34 outdoor seats)	1/3 seats in C.U.P., 1/8 outdoor seats, + 1/250 sq. ft.	66.73
Laurie Shoes	Retail	1,400	4/1000 sq. ft.	5.6
Hear USA	Retail	1,000	4/1000 sq. ft.	4
Distinctions	Retail	3,560	4/1000 sq. ft.	10.24
Barry Hyatt Custom Jewelers	Retail	1,200	4/1000 sq. ft.	4.8
Prudential	Office	1,200	4/1000 sq. ft.	4.8
House of Wong	Restaurant	3,000 (+108 indoor seats)	1/3 seats in C.U.P., + 1/250 sq. ft.	48
Vacant	Retail	2,100	4/1000 sq. ft.	8.4
West Oak Cleaners	Laundry services	2,100 (240 sq. ft. pick up area+1860 sq. ft. clothing storage)	1/150sf of pick-up area +1/300 sq. ft. clothing storage	9
Vacant	Retail	2,475	4/1000 sq. ft.	9.92
Select Physical Therapy	Office	2,465	4/1000 sq. ft.	9.88
Computer Problem Busters	Computer Repair Office	1,600	4/1000 sq. ft.	6.4
Ichiban Restaurant	Restaurant	1,542 (+ indoor 40 seats)	1/3 seats in C.U.P., + 1/250 sq. ft.	19.49
Kumon Math & Reading	Other educational services	1,586	1/300 sq. ft.	5.29
Sacred Sword Aikikai*	Sports and recreation instruction	2,750	1/200 sq. ft.	13.75
TGI Friday's	Restaurant (out lot building)	8,485 (+161 indoor seats, 75 outdoor)	1/3 seats in C.U.P., 1/8 outdoor seats, + 1/250 sq. ft.	96.99
Sub-total:				443
Minus 15% Reduction				66.45
Total # of Parking Spaces Required:				377
Total Available On-site:				380

*Pending a conditional use permit request.

Note that Staff was unable to locate a CUP for LaBonne Bouchee , where it may have been operating originally as a permitted use as a bakery, and a conditional use permit was never obtained when the use was expanded into a full service restaurant. The number shown is from an on-site counting by the property manager and is included here to provide an accurate accounting of the existing conditions. Future action for a conditional use permit may be necessary. As the above table indicates 377 parking spaces are required, with 380 spaces available on site. Thus plenty of parking is provided.

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit meets all of the applicable requirements of the Comprehensive Plan and the Zoning Ordinance. Conditions listed below are the usual and customary conditions for restaurants which are included in the draft ordinance:

- The conditional use permit shall be for the operation of 5,190 square-foot, full service restaurant at 12316 Olive Boulevard, within the Westgate Centre, zoned “PC” Planned Commercial District.
- Seating is limited to a maximum 150 indoor seats and 40 outdoor seats. A minimum four foot wide, unobstructed and clear pedestrian path on the existing walkways must be maintained at all times.
- Hours of operation shall not exceed 11:00 am to 1:00 am daily. Additional business hours may be permitted with the Zoning Administrator’s approval, including, but not limited to, the catering of special events.
- The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the restaurant permitted by this ordinance.
- There shall be no outdoor storage or placement of any materials or equipment, except for the outdoor smokers located behind the main building.
- Employee parking, delivery and company vehicles shall be parked in the rear parking area behind the building line or as far from the public right-of-way as possible.
- All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
- The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.

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 #13-028 for a Conditional Use Permit for Wildsmoke restaurant located at 12316 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of August 19, 2013” (conditions may be added, eliminated, or modified by preceding motion).

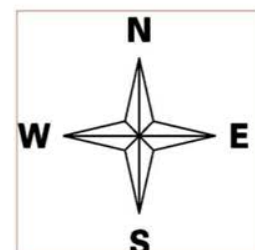
APPENDIX 1: COMPREHENSIVE PLAN

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: 08/13/2013
 A photograph of the exterior of a Culpeppers restaurant. The building has a dark brown wooden upper section with the "Culpeppers" logo in white script. Below is a brick section with large windows and a glass door. There is an outdoor patio area with black metal railings and several colorful patio umbrellas. The building is set back from a paved parking lot by a landscaped area with some green plants.	Description: View of the tenant space looking east.
 A photograph showing a view looking north from the patio area. In the foreground, there is a large tree on the left and a large green bush on the right. A low stone wall runs across the bottom of the frame. In the background, there is a grassy hill and a clear sky.	Description: View looking north from the patio along Olive Boulevard
 A photograph showing a view looking south from the back corner of the building. On the left, there is a multi-story concrete parking garage. A white Tipton truck is parked in front of it. To the right, there is a brick building with a large white air conditioning unit and some pipes. The ground is paved and appears to be an alleyway.	Description: View looking south from back corner of the building looking south along the alley



Description: View looking north from the alley, note the wall connecting the parking garage and Westgate Centre that blocks the views of the alley from Olive Boulevard



Description: View from Olive Boulevard looking south at the existing landscaping and wall blocking views of the alley.



Description: View of the tenant space looking east from the entrance into Westgate Centre.

Interior Improvements for:

Wild Smoke

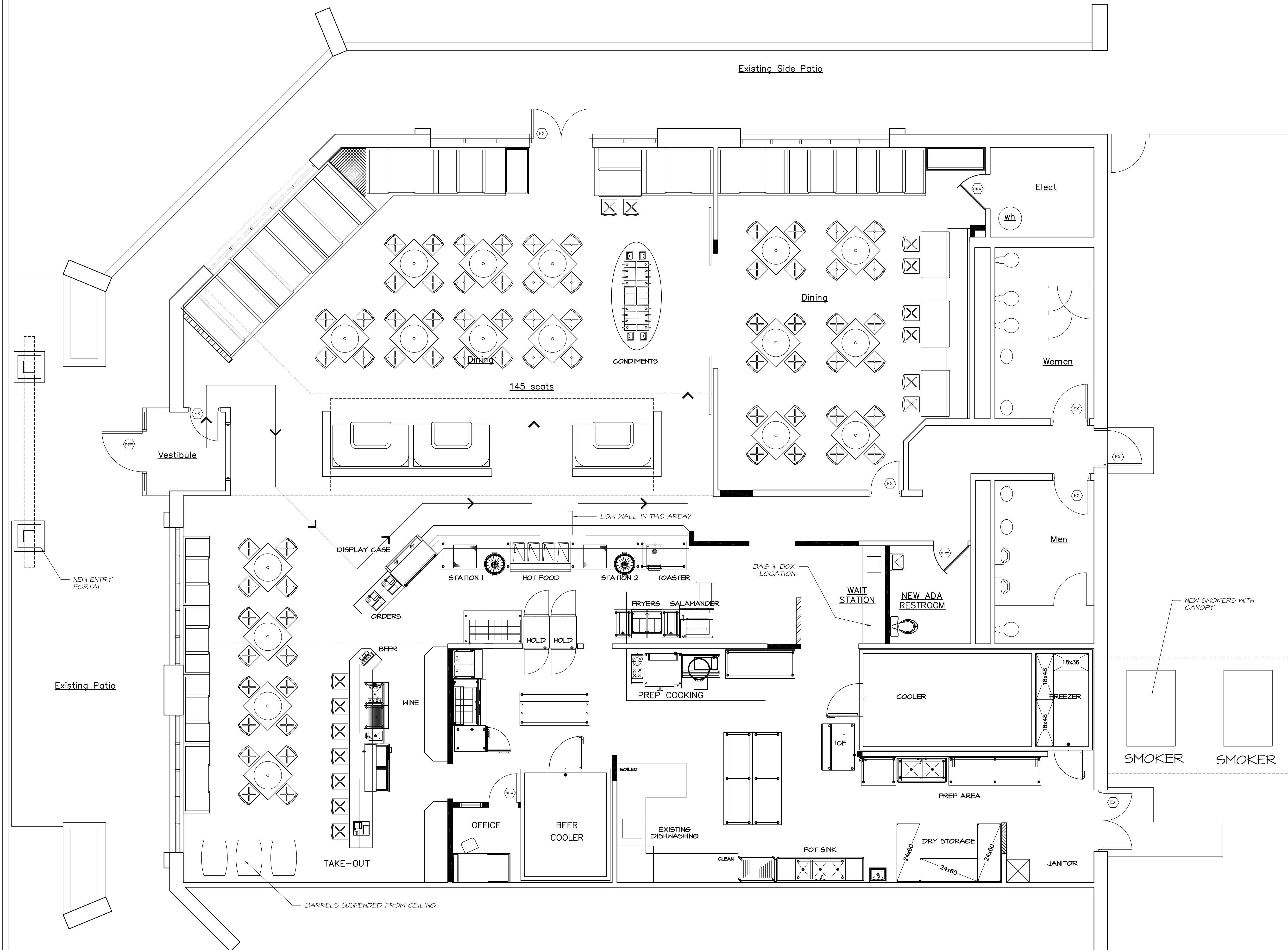
12316 Olive Boulevard
Creve Coeur, MO 63141

7-15-13 progress print
7-16-13 progress print
7-16-13 For Review
7-17-13 City of Creve Coeur Submittal

New Equipment Plan

EQ1

Wild Smoke
12316 Olive Boulevard
2013.76



New Equipment Floor Plan
1/4" = 1'-0"

BILL NUMBER 2015

ORDINANCE NUMBER 1954

AN ORDINANCE TO REPEAL ORDINANCE NUMBER 824 AND AUTHORIZE THE ISSUANCE OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF A RESTAURANT (WITH OUTDOOR SEATING) LOCATED AT 12316 OLIVE BOULEVARD, IN THE WESTGATE CENTRE, IN THE "PC" PLANNED COMMUNITY DISTRICT.

WHEREAS, the restaurant, known as Culpeppers, has been operating at 12316 Olive Boulevard under operating conditions established in Ordinance Number 824.

WHEREAS, application was made by Mr. Norman Leve for a Conditional Use Permit to add outdoor seating for a food service establishment, known as Culpeppers Restaurant, at 12316 Olive Boulevard in the Westgate Centre development in the "PC" Planned Community District of the City of Creve Coeur, and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur recommends approval of said request, and

WHEREAS, a Public Hearing was held by the City Council on Monday, August 24, 1998 at 7:30 P.M. or immediately following the close of the previous Public Hearing, after having given fifteen (15) days prior public notice of the time, place, and purpose of said Public Hearing by publication in the St. Louis Countian on August 7, 1998 and in the West County Journal on August 10, 1998, newspapers of general circulation in the City of Creve Coeur and after other written notice was given all according to the provisions of law made and provided for such notices and hearings, and

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

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

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

SECTION 1: Ordinance Number 824 is hereby repealed in its entirety and enacting in lieu thereof to read as follows:

1. This Conditional Use Permit shall be for the operation of an approximate 5,190 square foot food service establishment.
2. The hours of operation may be from 11:00 a.m. to 1:00 a.m. daily.
3. The floor plan for the proposed food service establishment shall be filed with the Creve Coeur Zoning Administrator, showing the type and location of all equipment, furniture, and other information which may be requested by the Building Official.
4. All signs for the food service establishment must be in conformance with the City's sign regulations, and permits must be obtained for the erection or modification of any sign on the premises. Banners, pennants, fringes, lights, pinwheels or other similar devices for attracting attention may be displayed only in conformance with the City's current sign regulations. Exposed neon signs shall only be used in conformance with the current sign regulations of the City of Creve Coeur.
5. There shall be no outdoor storage or placement of any materials or equipment used in conjunction with the food service establishment.
6. Any mechanical equipment installed for the food service establishment shall be properly screened with approved materials.
7. Any future enlargement, extension, expansion or alteration in the use of the structure or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement or alteration may be issued.
8. Seasonal outdoor seating for this restaurant shall be limited to a maximum of 40 seats (22 on the north side and 18 on the west side). The tables must be located to allow for a clear and protected pedestrian path on the existing walkways. Additional lighting under the north side overhang shall be installed and maintained.
9. The seating area must have sufficient proper signs to comply with the "No Smoking" Ordinance Number 1392 and amending Ordinance Number 1548.

10. There shall be a refuse container positioned for this food service establishment which conforms to standards set by the City for this particular site and shall include the installation of a hose bibb to service the refuse container area.

11. A copy of all herein attached conditions shall be furnished by the owner or petitioner to the operator(s) or manager(s), including successive operator(s), owner(s) or 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.

12. All conditions contained within this permit shall be posted upon the property in such a manner that it is visible to the public and the operator of said facility.

13. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation or modification of said permit by the City Council provided, however, no permit shall be revoked or modified without prior notice to the owner of the intention of the City Council to revoke or modify this permit and reasonable time granted to the owner to correct or remedy any such breach of condition, except for repeated breaches or violations.

14. No Conditional Use Permit granted by the City Council shall be valid for a period longer than one year from the date it grants the Conditional Use Permit, unless within such period: (1) a Building Permit is obtained and construction is begun; or (2) if a Building Permit is not required, an Occupancy Permit is obtained and the use of the building commenced. The City Council may grant extensions not exceeding one hundred and eighty (180) days each, upon written application filed and granted prior to the expiration of the Conditional Use Permit period.

15. The use of outdoor speakers for the amplification of music or spoken word shall be prohibited.

16. 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.

SECTION 2: 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 1 of this ordinance.

SECTION 3: 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.

Adopted by City Council this 14 day of September, 1998.


Judy Pass
City Council President

Approved this 14 day of September, 1998.


Annette Kolis Mandel
Mayor

Attest:


LaVerne Collins, CMC
City Clerk

106/224



city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

August 21, 2013

Mr. Andrew Kohn
VCH LLC dba Wildsmoke
21 Westwood Country Club
St. Louis, MO 63131

Re: Application #13-028: Conditional Use Permit for Wildsmoke
12316 Olive Boulevard – Westgate Centre

Mr. Kohn:

The Planning and Zoning Commission, at its meeting of August 19, 2013, reviewed your request for a new conditional use permit for Wildsmoke, a restaurant to be located at 12316 Olive Boulevard.

By unanimous vote, the Planning Commission recommends approval of the new conditional use permit for Wildsmoke, 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, August 26th, 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
G. Eidman, Chief of Police
S. Unser, Chief Building Official



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, AUGUST 19, 2013
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, August 19, 2013, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Tim Madden, Chair*
 Mr. James Faron
 Mr. Ken Howard
 Mr. Charles Pullium
 Mr. Gene Rovak

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

2. NEW BUSINESS

A. PUBLIC HEARING

Application #13-028: Approval of the conditional use permit for Wildsmoke Restaurant at 12316 Olive Boulevard within Westgate Centre.

Applicant/Agent: Andrew Kohn
 VCH LLC DBA Wildsmoke
 21 Westwood Country Club
 St. Louis, MO 63131

Property Owner: Solon Gershman Inc.
 7 N. Bemiston
 Clayton, MO 63105

Mr. Andy Kohn, 21 Westwood Country Club, said he was asking for approval of an alteration to the former Culpepper's location. Mr. Kohn said he would like to open a restaurant that specializes in smoked meats. Mr. Kohn said the restaurant would be fast casual, not full service, and would have a bar. Mr. Kohn explained the seating would be reduced but there would be no changes made to the exterior of the building. He also explained that they wished to locate two electric smokers in the service alley behind the restaurant, out of view from the public.

Mr. Faron asked for clarification of where the smokers would be located. Mr. Carl Uhlig, 925 Oakmoor, Uhlig Architects, said the smokers would be in the back of the building and screened from Olive Boulevard. Mr. Faron asked if the proposed spot for the smokers were where the dumpster currently exists. Mr. Kohn said it was, however they will be moving the dumpsters to the end of the alley.

Mr. Rovak asked if any of the businesses in the same plaza had any concerns. Mr. Kohn said La Bonne Bouchee did not have any concerns, actually would like to sell Mr. Kohn bread to serve with his meals.

Ms. Whitney Kelly, City Planner, said staff does not see any issues with this site and noted the draft ordinance does include the repeal of the prior ordinance for this tenant space, as well as an additional tenant business that appears to be abandoned.

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

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

Mr. Faron motioned to recommend approval of Application #13-028 for a Conditional Use Permit for Wildsmoke restaurant located at 12316 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of August 19, 2013. Mr. Howard seconded the motion with the resultant vote as follows:

Mr. Rovak – aye
Mr. Pullium – aye

Mr. Howard – aye
Chair - aye

Mr. Faron – aye

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 9:50 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, AUGUST 19, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair
Mr. James Faron
Mr. Ken Howard
Mr. Charles Pullium
Mr. Gene Rovak
Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, AICP, Director of Community Development
Ms. Whitney Kelly, AICP, City Planner
Ms. Julie Lowery, Recording Secretary

PUBLIC HEARING

APPLICATION 13-028

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: Public Hearing Application
No. 13-028: Approval of the conditional use permit for
Wildsmoke Restaurant at 12316 Olive Boulevard within
Westgate Centre.

Anybody that might be making a comment, come up,
be sworn in.

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

ANDY KOHN: My name is Andy Kohn, 21 Westwood
Country Club.

I'm coming before you today excited and happy to
ask for approval for a alteration to the special use
permit for the former Culpepper's location.

It is my desire to open a smoked meats
restaurant, much fast -- kind of fast casual, not full
service. We will have a bar. And actually reduce the
seating and not change the exterior of the building.

We're asking for a change that would allow us to
put two smokers in the back alley made by Old Hickory, and
as well, perhaps, have live music on the north patio.

Regard -- other changes of the special use
permit are -- are just updating them from their current
place, really something that the City request us to do.

That's -- I brought my architect with me, if
there are any questions about what's going on.

CHAIRMAN MADDEN: Any questions for Mr. Kohn?

Yes, Mr. Faron.

MR. FARON: In some of the photos, exactly where would the smokers be? Is there a concrete pad to be poured there? And I'm looking at 158 and 159, the bottom photo on 158 and the top photo on 159, if you have that.

CHAIRMAN MADDEN: Could you state your name and address.

CARL UHLIG: My name is Carl Uhlig with Uhlig Architectures, 925 Oakmoor 63026.

This is -- this area right here where we're proposing the smokers, this being the existing front door, so it's in the back, sort of an alleyway that's existing. There's some dumpsters. It's basically screened from Olive.

There's an existing fence right along here that is -- will stay there to screen that whole area, including the smokers back there.

CHAIRMAN MADDEN: Any other questions?

Go ahead.

MR. FARON: So, Paul, in that one photo, I guess it's right where that dumpster is, I would assume, that's exactly where -- that double door in back there is what I seen in the plan there.

ANDY KOHN: Yes, I believe so. We would

relocate the dumpsters probably to the end of the alley.

There is an unused loading dock currently.

MR. FARON: Is that what's beyond the --

ANDY KOHN: That is correct.

MR. FARON: -- okay, what I'm seeing? Okay.

ANDY KOHN: Yeah.

MR. FARON: That screens, basically, from Olive, I would say, which is up the hill, right?

ANDY KOHN: That's correct.

MR. FARON: Okay. And back the other way, say south, is that just open along that parking garage to the back --

ANDY KOHN: It goes --

MR. FARON: -- alley?

ANDY KOHN: Yeah, it goes all the way back to the -- to the drive.

MR. FARON: So La Bonne Bouchee outdoor patio is down there to the right, I guess, it kind of opens up to that back corner of the plaza?

ANDY KOHN: Correct.

MR. FARON: Okay. They might like that smell coming down that way.

ANDY KOHN: I would venture to say that it won't be down that far.

MR. FARON: Okay.

ANDY KOHN: That's quite a distance. We're at one end, they're at the other.

MR. FARON: Right. Thank you.

CHAIRMAN MADDEN: Does staff have anything?

MS. KELLY: No, sir, we don't see any issues with this site.

I do want to note that the draft ordinance does include the repeal of the prior ordinance for this tenant space, as well as an additional tenant space that seems to have been abandoned. It's an old tea restaurant in a space that a chiropractor is using now.

CHAIRMAN MADDEN: Okay.

Is there anybody in the audience, question or comment?

MR. ROVAK: I do have one question of staff.

CHAIRMAN MADDEN: Sure.

MR. ROVAK: Just so something doesn't come back and surprise everybody like at Council.

I don't have any problem with the barbecue odor of outdoor cooking.

Has anybody -- has there been anything said by La Bonne Bouchee if they have a -- you know, are they going to -- have they expressed any problems, is that an issue for them?

ANDY KOHN: Yes, they would like to sell us

bread.

MR. ROVAK: Fair enough.

ANDY KOHN: They -- I spoke to the owner, and they were hoping that we would consider them as a supplier for their rolls.

MR. ROVAK: Okay. Thank you.

CHAIRMAN MADDEN: Anything else?

Okay. You want to enter your documents.

MR. LUMLEY: Is this the one that had the issue about a canopy?

MR. LANGDON: Yes.

MR. LUMLEY: And is that addressed in the ordinance already?

ANDY KOHN: The canopy over the smoker or the --

MR. LUMLEY: Yeah.

MS. KELLY: Yeah.

ANDY KOHN: -- structure?

We abandoned, based on a meeting with the fire marshal and the --

MR. LUMLEY: Okay.

ANDY KOHN: -- City people.

MR. LUMLEY: So we don't have to address that. Okay.

Offer the following documentation into the record of this public hearing: Documentation in

possession of the City Clerk reflecting the notice provided to the public, the staff's report, the City Code of Ordinances and Charter, the City's Comprehensive Plan, the public file regarding the application.

(This ends the Public Hearing.)

oOo

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

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

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

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE
PERMIT FOR A 2,750 SQUARE-FOOT MARTIAL ARTS INSTRUCTION STUDIO
LOCATED AT 12392 OLIVE BOULEVARD WITHIN WESTGATE CENTER.**

WHEREAS, under Section 405.210 Table A, all sports and recreation instruction in the "PC" Planned Community 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 Christine Cole of Sacred Sword Aikikai/White Lotus Tea for a martial arts instruction studio located in the tenant space addressed as 12392 Olive Boulevard within the Westgate Centre; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, August 19, 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 August 19, 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: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a martial arts instruction studio located at 12392 Olive Boulevard, in the "PC" Planned Commercial zoning district, within the Westgate Centre, whose legal description is as follows:

Westgate Centre

A tract of land in U.S. Survey 1923, Township 45 North, Range 5 East, St. Louis County, Missouri and being particularly described as follows:

Beginning at intersection of the Eastern Right-of-Way line of Tempo Drive and the Southern Right-of-Way line of Olive Street Road as widened. Thence along the Southern Right-of-Way line of Olive Street Road as widened North 61 degrees 12 minutes and 16 seconds East 83.02 feet to a point; thence continuing along said Southern Right-of-Way line of Olive Street Road as widened South 77 degrees 14 minutes and 50 seconds East 615.19 feet to a point; thence South 12 degrees 51 minutes 15 seconds West 388.47 feet to a point; thence South 89 degrees 50 minutes 58 seconds West 649.82 feet to a point aforementioned Eastern Right-of-Way line of Tempo Drive; thence along the Eastern Right-of-Way line of Tempo Drive around a curve to the right having a radius of 886.72 feet and arc distance of 280.92 feet to the point of tangency thereof; thence continuing along said Eastern Right-of-Way line of Tempo Drive North 12 degrees 51 minutes 15 seconds East 202.18 feet to the point of beginning, containing 7.11 acres +.

Section 2: The Conditional Use Permit granted shall be subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The conditional use permit shall be for the operation of 2,750 square-foot martial arts instruction studio at 12392 Olive Boulevard, within the Westgate Centre, zoned "PC" Planned Ccommunity District
2. Hours of operation shall not exceed 10:00 am to 8:00 pm daily. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, special events.
3. The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the restaurant permitted by this ordinance.
4. There shall be no outdoor storage or placement of any materials or equipment.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
6. Any mechanical equipment installed for the site shall be located behind the building or properly screened with approved materials.
7. 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.
8. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
9. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided

that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.

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

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

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
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
#13-027 FOR A CONDITIONAL USE PERMIT FOR A MARTIAL ARTS
INSTRUCTION STUDIO AT 12392 OLIVE BOULEVARD, WITHIN
WESTGATE CENTRE**

FOR THE MEETING OF: Monday, August 19, 2013

LOCATION: 12392 Olive Boulevard, at the southeast corner of Olive Boulevard and Tempo Drive, within the Westgate Centre. The property is zoned Planned Commercial District.

REQUEST: An application has been submitted for a conditional use permit to allow a martial arts instruction studio. Martial arts instruction (NAICS #611620 Sports and Recreation Instruction) is permitted with conditions in the PC District.

ADDITIONAL INFORMATION: Westgate Center was originally developed in 1979. The Applicant is locating in an existing tenant space at the end of the building along Tempo Drive. The space is 2,750 square-feet.

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

- West Olive Corridor Action Area

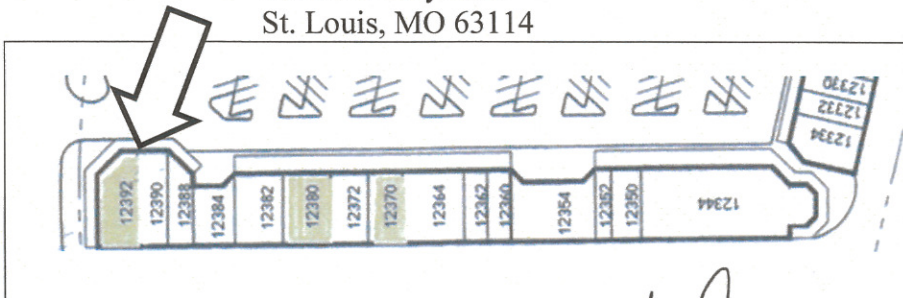
Zoning Code References

- Section 405.210: Regulation of Uses, Table A Permitted and Conditional Uses
- Section 405.350: "PC" Planned Community District
- Section 405.470 Conditional Uses
- Section 405.820 Required Off-Street Parking Spaces

APPLICANT: Christine Cole
Sacred Sword Aikikai/White Lotus Tea
9010 Pallardy Lane
St. Louis, MO 63114

PROPERTY OWNER:

Solon Gershman Inc.
7 N. Bemiston
Clayton, MO 63105



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, AICP

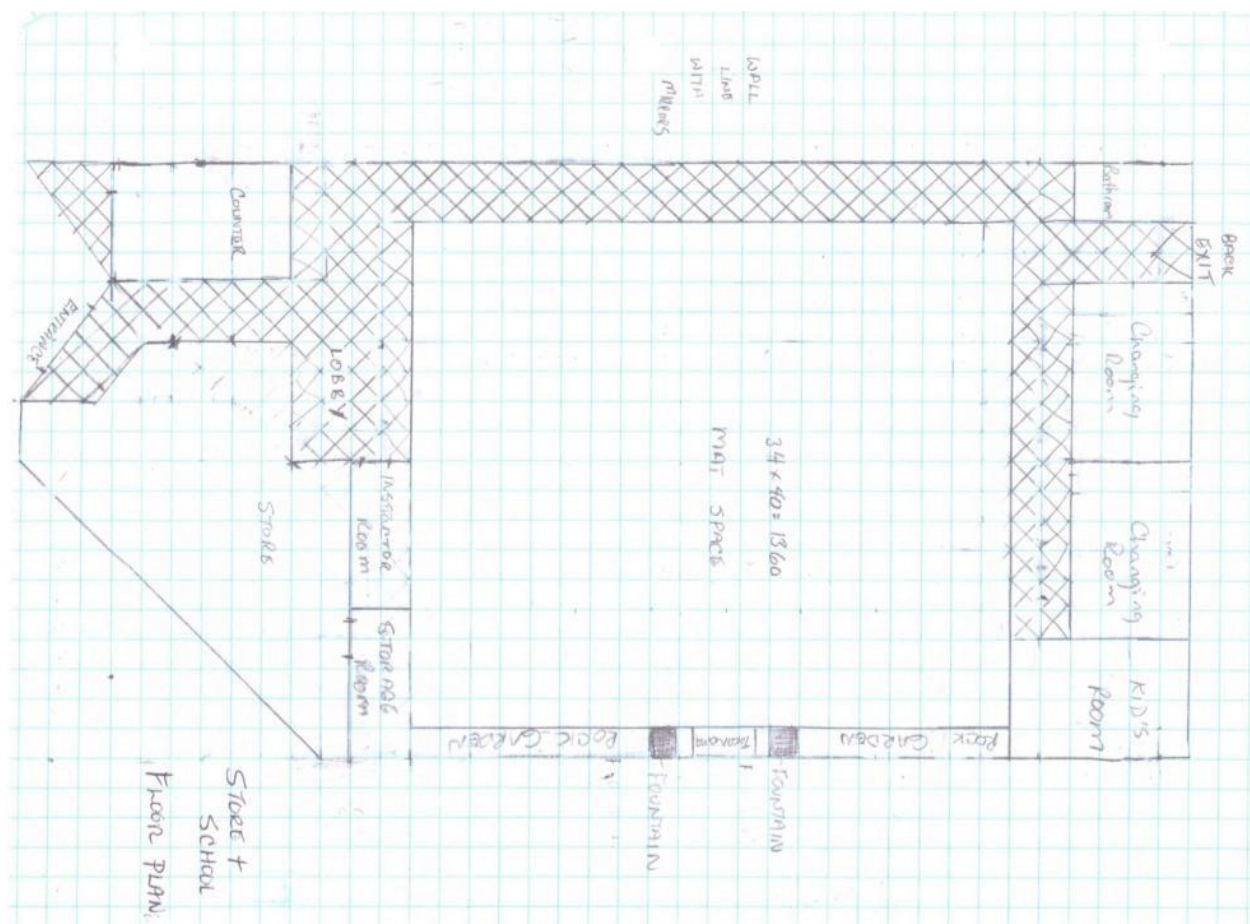
8/14/2013
Date

ATTACHMENTS: Applicant's Materials submitted July 11, 2013
Draft Ordinance

REQUEST

The applicant is seeking approval for the Sacred Sword Aikikai (SSA) martial arts studio for instruction in the art of Aikido. Classes will be offered six to seven days a week in hand to hand combat, sword work, self-defense workshops for women, and seminars with master instructors teaching Asian cultural studies such as Japanese tea ceremony and calligraphy. Included will be a retail area, “White Lotus Tea,” that will offer high-end teas and accessories, natural incense, oils and soaps.

The martial arts instruction will be offered in the mornings and evenings, with 10-15 students per one hour to one-and-half hour instruction. Below is a sketch of the tenant space:



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Retail/Office: Woodcrest Shopping Center, American Eagle Credit Union	“CB” Core Business	Olive Boulevard
South	Office	“PC” Planned Community District	NA
East	Office	“PC” Planned Community District	NA
West	Retail/Apartment	“MX” Mixed Use District/ “AR” Attached Single Family Residential	Tempo

COMPREHENSIVE PLAN REVIEW

The subject site is located within the West Olive Corridor Action Area of the Comprehensive Plan. The West Olive Corridor possesses a mix of residential and commercial structures but has an overall commercial character. This applicant is utilizing an existing tenant space within a shopping center that consist of “small retail/restaurants and specialty shops.” The addition of a new martial arts instruction within the proposed center would be consistent with the mix of uses in the area, and offer a new neighborhood-oriented service to the area.

ZONING REVIEW

Parking

As the Applicant is not proposing any changes to the exterior of the building or site, zoning review is limited to an analysis of the parking available on site. Parking regulations are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces, where sports and recreation instruction requires one space for every 200 square feet of floor area:

Tenant	Use	Size (sq. ft.)	Parking Regulations	# of spaces
Wildsmoke	Restaurant	5,190 (+150 indoor seats, 40 outdoor seats)	1/3 seats in C.U.P., 1/8 outdoor seats, + 1/250 sq. ft.	75.76
Jon Thomas Salon	Hair Salon	3,450	4/1000 sq. ft.	13.8
Metro Chiropractor	Office	1,840	4/1000 sq. ft.	7.36
Dog Spa	Personal and laundry services-other	1,160	1/300 sq. ft.	3.87
Mirrozo Gallery	Retail	1,200	4/1000 sq. ft.	4.8
Chateau Decor	Retail	1,200	4/1000 sq. ft.	4.8
Pagano Family Dentistry	Office	2,330	4/1000 sq. ft.	9.32
La Bonne Bouchee	Cafe/Bakery	6,615 (+108 indoor seats, 34 outdoor seats)	1/3 seats in C.U.P., 1/8 outdoor seats, + 1/250 sq. ft.	66.73
Laurie Shoes	Retail	1,400	4/1000 sq. ft.	5.6
Hear USA	Retail	1,000	4/1000 sq. ft.	4
Distinctions	Retail	3,560	4/1000 sq. ft.	10.24
Barry Hyatt Custom Jewelers	Retail	1,200	4/1000 sq. ft.	4.8
Prudential	Office	1,200	4/1000 sq. ft.	4.8
House of Wong	Restaurant	3,000 (+108 indoor seats)	1/3 seats in C.U.P., + 1/250 sq. ft.	48
Vacant	Retail	2,100	4/1000 sq. ft.	8.4
West Oak Cleaners	Laundry services	2,100 (240 sq. ft. pick up area+1860 sq. ft. clothing storage)	1/150sf of pick-up area +1/300 sq. ft. clothing storage	9
Vacant	Retail	2,475	4/1000 sq. ft.	9.92

Select Physical Therapy	Office	2,465	4/1000 sq. ft.	9.88
Computer Problem Busters	Computer Repair Office	1,600	4/1000 sq. ft.	6.4
Ichiban Restaurant	Restaurant	1,542 (+ indoor 40 seats)	1/3 seats in C.U.P., + 1/250 sq. ft.	19.49
Kumon Math & Reading	Other educational services	1,586	1/300 sq. ft.	5.29
Sacred Sword Aikikai*	Sports and recreation instruction	2,750	1/200 sq. ft.	13.75
TGI Friday's	Restaurant (out lot building)	8,485 (+161 indoor seats, 75 outdoor)	1/3 seats in C.U.P., 1/8 outdoor seats, + 1/250 sq. ft.	96.99
Sub-total:				443
Minus 15% Reduction				66.45
Total # of Parking Spaces Required:				377
Total Available On-site:				380

*Pending a conditional use permit request.

Note that Staff was unable to locate a CUP for LaBonne Bouchee , where it may have been operating originally as a permitted use as a bakery, and a conditional use permit was never obtained when the use was expanded into a full-service restaurant. The number shown is from an on-site counting by the property manager and is included here to provide an accurate accounting of the existing conditions. Future action for a conditional use permit may be necessary. As the above table indicates, 377 parking spaces are required, with 380 spaces available on site. Thus the parking requirement is met.

RECOMMENDATION

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

1. The conditional use permit shall be for the operation of 2,750 square-foot martial arts instruction studio at 12392 Olive Boulevard, within the Westgate Centre, zoned "PC" Planned Commercial District
2. Hours of operation shall not exceed 10:00 am to 8:00 pm daily. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, special events.
3. The owner of the property shall address all outstanding property maintenance violations on the property to the satisfaction of the Chief Building Official prior to the issuance of any final Certificate of Occupancy for the restaurant permitted by this ordinance.
4. There shall be no outdoor storage or placement of any materials or equipment.
5. 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 #13-027 for a conditional use permit for martial arts instruction studio, located at 12392 Olive Boulevard within Westgate Centre, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of August 19, 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: 08/13/2013



Description: View of the tenant space looking south from the parking lot.

Business Description:

Attached is an old brochure detailing some history and martial instruction in the art of Aikido.

Sacred Sword Aikikai (SSA) was previously located in West County Fitness before the gym closed down. We offered classes three times per week in hand to hand combat, sword work, and short staff as part of our curriculum and private instruction upon request once a week. SSA offers self-defense workshops for women, students, teachers, airlines, and law enforcement. We have also taught combat training to the military. For the most part, Aikido is an elegant martial arts that has devastating results when utilized due to the physical, mental, and spiritual training involved.

Since we plan on having our own location, we will be expanding our classes to 6 to 7 days a week and offer children classes a minimum of three times a week. Sacred Sword Aikikai also offers women's self-defense work shop, seminars with master instructors from overseas and across the U.S. along with Asian cultural studies such as Japanese tea ceremony, calligraphy, etc.

Our retail portion of the business will be White Lotus Tea (WLT) located at the front of the store. WLT specializes in high end teas from around the world along with the accessories such as tea sets and any other compliments. Other merchandise to be sold will be high end tea and natural incense, oils, and soaps along with decorative accessories.

Please let me know if you have any other questions in regards to our business.

Best regards,

Christine Cole
[314-616-2641](tel:314-616-2641)

Class Times:

Monday (evenings)	7:30-8:30
Wednesday (evenings)	7:00-8:00
Friday (evenings by request)	7:00-8:00
Saturday (noon)	11:30-1:00

Membership Fees

Membership Fees are \$75.00 per month.

If you are a member of West County Fitness or wish to be a member of West County Fitness, Aikido fees are only an additional \$53.00 a month plus current West County Fitness membership rates. Sign up for this offer is through West County Fitness only.

(Prices do not include annual association fee, seminar fees, or testing fees. Children must be at least 12 years of age or cleared to train by the Chief Instructor).

*** Self-defense workshops are also available. Please contact Gordon Green or Christine Cole if you are interested.**



Sacred Sword Aikikai
920 Kehrs Mill Rd.
Ballwin, MO 63011
Phone: (314) 681-0386
(Located in West County Fitness)

Sacred Sword Aikikai



*Crystal Clear
Sharp and Bright
The Sacred Sword
Allows no opening
For evil to roost.*

*The Art of Peace
By Morihei Ueshiba*

About Us

Sacred Sword Aikikai is headed by Chief Instructor, Gordon Green, Senior Instructor Jeff Hefley, and Senior Instructor, Christine Cole.

Gordon Green, Chief Instructor

Mr. Green has been a practitioner of Aikido since 1992. He has a background in boxing, fencing, and a wide range of fighting arts. Mr. Green's desire is to train rigorously to effect his life and those around him in a positive manner.

"Hard work and dedication are the pathways to mastery of oneself."

Jeff Hefley, Senior Instructor

Mr. Hefley has been a practitioner of Aikido for 1999. He also has a background in Karate and Gracie Jiu Jitsu. As a professional airline pilot, he has studied various martial arts all over the world.

"I enjoy helping people of all ages find a successful path in the martial way."

Christine Cole, Senior Instructor

Ms. Cole has been a practitioner of Aikido since 1994. With a background in Muay Thai, she has taught a number of self defense workshops to schools, organizations, and businesses. Ms. Cole is a strong advocate for women's self defense.

"In finding balance with the heart, mind, and body will one be find their true strength."

What is Aikido?

Aikido is a Japanese martial art founded by Morihei Ueshiba who is typically referred to as O'Sensei, meaning "Great Teacher".



Literally translated, Aikido means "the way of harmonizing energy". The fundamental basis of Aikido allows an individual to blend (harmonize) with and redirect an opponent's attack (energy).

Classes are taught in the traditional manner involving Japanese etiquette and terminology. Curriculum consists of falling techniques, deflections, throwing techniques, and joint manipulations and locks. Atemi (strikes) are also incorporated into the curriculum.

Classes are taught from a co-operative stand point between the uke (the attacker) and nage (person receiving the attack). Beginner's start off with slow speed attacks and gradually work their way up to full speed, honest attacks.

Students learn to defend themselves from a variety of attacks such as punches, kicks, and grabs and to also learn to defend themselves against multiple attackers.

The Training

Beginners start off learning basic footwork, deflections, and rolling. Footwork and deflections are learned through a series of drills with a partner utilizing different types of attacks. *Ukemi*, (the art of rolling) is taught to allow a student to safely roll out of a technique and eventually be thrown at more advanced levels without injury. Etiquette and terminology is incorporated through out the training.

Techniques

Techniques are taught in two stylized versions, classical and martial. The classical versions are taught first to help students understand motion and body mechanics. The martial training is designed for street fighting, and self-defense situations. It incorporates the use of *atemi* (strikes) to manipulate the opponent's attack. These techniques are quick, direct, and devastating.

Progression

Every student's progression will vary. Ranks are given out when a student tests for a given rank and passes. In order to be eligible for testing, the student must complete a certain number of hours of training for the rank they are testing for. The student also must have the approval of a chief instructor in order to test. Testing fees do apply.

Discipline

It is very important to always maintain a beginner's mind no matter the length of one's training. Proficiency in a technique can only be gained by continuous and correct repetition. Consistency in training and a strong desire to learn is the keystone to every student's training. Minimal training of at least twice a week is highly recommended.

The Package

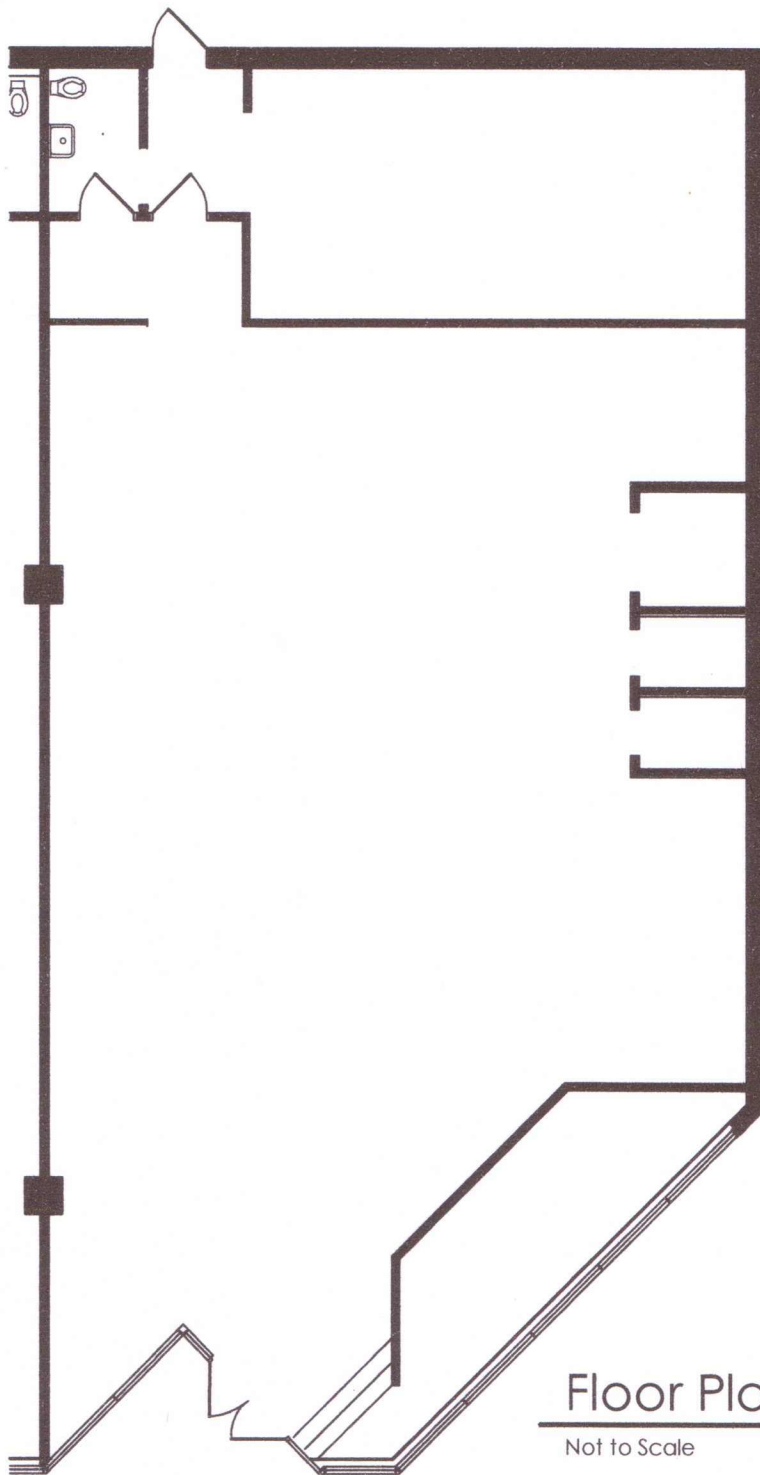
Sacred Sword Aikido membership can include full membership to West County Fitness gym. The membership package includes the following:

- 27,000 square feet work out facility
- Over 70 pieces of cardio equipment (with Broadcast Vision)
- Fully equipped circuit training room
- 1600 square feet aerobics studio
- 20 bike spinning room
- 4 indoor racquetball / walleyball / basketball courts
- 6 tons of free weights
- Full line of Flex equipment with Hammer and strength & Cybex
- 3 sets of dumbbells up to 150 lbs
- 20 x 40 rock climbing wall with 8 faces and overhangs
- Fully equipped locker rooms with steam rooms, saunas, & whirlpools
- Supervised nursery
- Tanning facility
- Pro Shop
- Personal Trainers •
- Massage Therapy •

Please see membership fees for price.

Independent personal trainers, massage therapist, and racquetball instructors are available. Prices vary.

Children must be at least 12 years of age to participate in the martial arts class. Prices do not include annual federation fees, testing fees, or seminar fees.



Current Floor Plan
OWNER WILL TAKE
OUT A WALLS
LEAVING ONLY THE
BATHROOM INTACT.

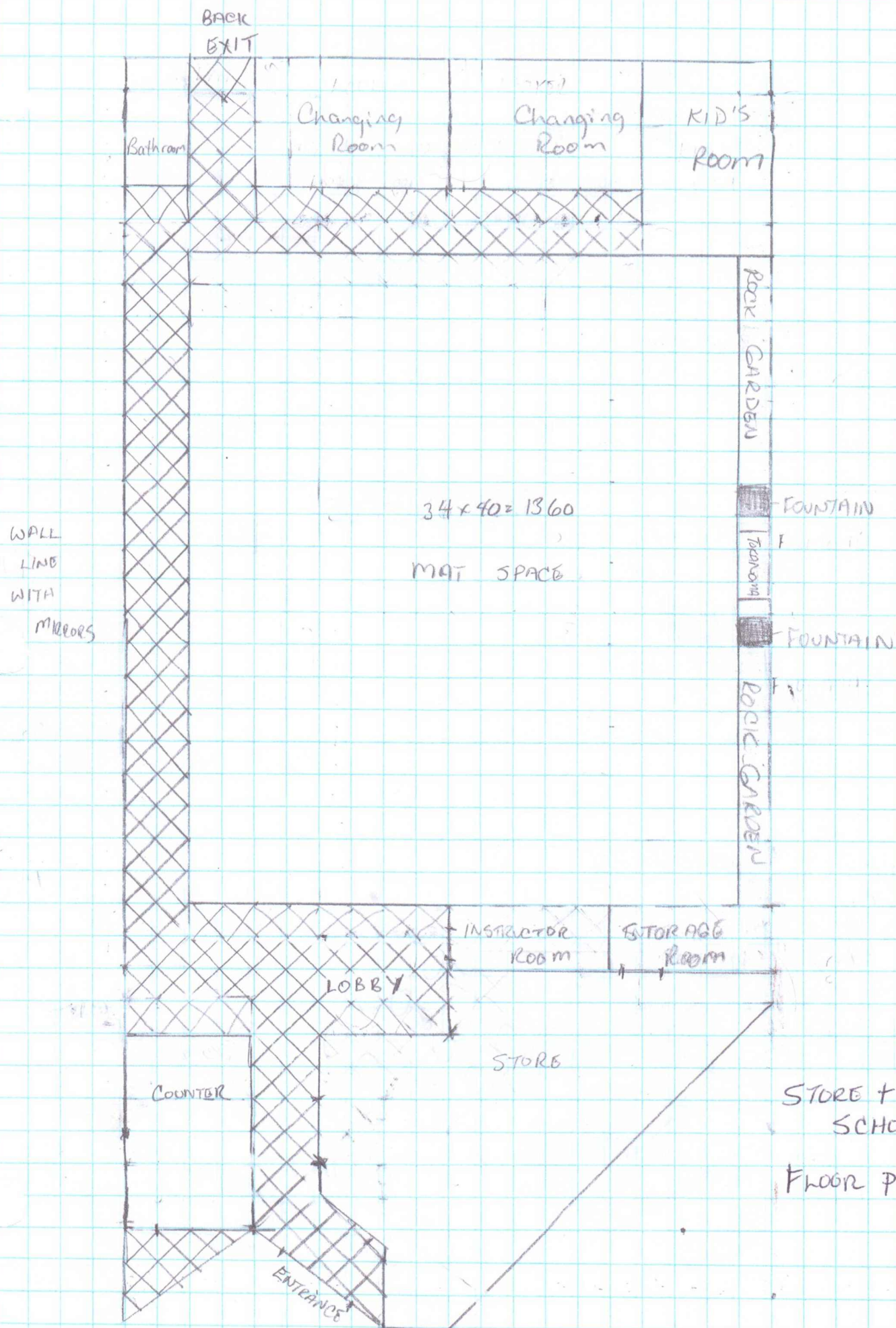
Floor Plan

Not to Scale



12390 Olive Boulevard
Westgate Centre
Creve Coeur, Missouri







city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

August 21, 2013

Ms. Christine Cole
Sacred Sword Aikikai/White Lotus Tea
9010 Pallardy Lane
St. Louis, MO 63114

Re: Application #13-027: Conditional Use Permit for Sacred Sword Aikikai/White Lotus Tea
12392 Olive Boulevard – Westgate Centre

Ms. Cole:

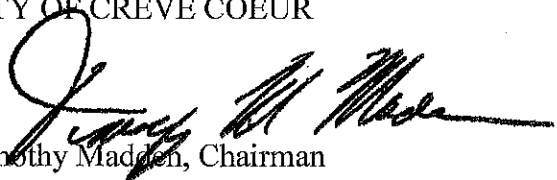
The Planning and Zoning Commission, at its meeting of August 19, 2013, reviewed your request for a new conditional use permit for Sacred Sword Aikikai/White Lotus Tea, a martial arts studio and a retail store selling high grade teas to be located at 12392 Olive Boulevard.

By unanimous vote, the Planning Commission recommends approval of the new conditional use permit for Sacred Sword Aikikai/White Lotus Tea, 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, August 26th, 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
G. Eidman, Chief of Police
S. Unser, Chief Building Official



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, AUGUST 19, 2013
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, August 19, 2013, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: ***Mr. Tim Madden, Chair***
 Mr. James Faron
 Mr. Ken Howard
 Mr. Charles Pullium
 Mr. Gene Rovak

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

2. NEW BUSINESS

A. PUBLIC HEARING

Application #13-027: Approval of a conditional use permit for Sacred Sword Aikikai martial arts instruction studio at 12392 Olive Boulevard, within Westgate Centre.

Applicant/Agent: Christine Cole
Sacred Sword Aikikai/White Lotus Tea
9010 Pallardy Lane
St. Louis, MO 63114

Property Owner: Solon Gershman Inc.
7 N. Bemiston
Clayton, MO 63105

Ms. Christine Cole, 9010 Pallardy Lane, stated she is seeking approval for a martial arts studio and a retail store selling high end/high grade teas and scented oil. Ms. Cole said the retail store hours would be 10am-6pm. Ms. Cole explained the services offered and said she believes this is unique to the area and is not in direct competition with any other similar businesses in the area.

Ms. Whitney Kelly, City Planner, said that staff has nothing to add and no concerns.

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

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

Mr. Rovak motioned to recommend approval of Application #13-027 for a conditional use permit for a martial arts instruction studio, located at 12392 Olive Boulevard within Westgate Centre, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of August 19, 2013. Mr. Howard seconded the motion with the resultant vote as follows:

Mr. Pullium - aye
Mr. Rovak – aye

Mr. Faron – aye
Chair - aye

Mr. Howard – aye

3. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 9:50 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, AUGUST 19, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair
Mr. James Faron
Mr. Ken Howard
Mr. Charles Pullium
Mr. Gene Rovak
Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, AICP, Director of Community Development
Ms. Whitney Kelly, AICP, City Planner
Ms. Julie Lowery, Recording Secretary

PUBLIC HEARING

APPLICATION 13-027

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: That'll move us to C, Public Hearing. Application No. 13-027: Approval of a conditional use permit for Sacred Sword Aikikai, I'm guessing, martial arts instruction studio at 12392 Olive Boulevard, within Westgate Centre. I'm sure I butchered the name so.

And anybody that's going to be making a comment or be involved in this, needs to come up and be sworn in.

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

CHRISTINE COLE: My name is Christine Cole. I am a co-owner, applicant/agent for Sacred Sword Aikikai and White Lotus Tea.

We're here today to request approval for the conditional use permit for us to open up a martial arts studio along with a retail store that sells high-end, high-grade teas.

With me I have my business partner, Gordon Green, and also one of our students and one of our greatest supporters in what we do, Dr. Mova Macland (phonetic).

To begin with, as far as our rationale's concerned, we believe that both Sacred Sword Aikikai and White Lotus Tea will blend in beautifully and complement the business and residential community of not only

Westgate Centre, but also the City of Creve Coeur.

As far as building structure is concerned, there are no plans to change any of the structure of the building nor any of the pre-existing landscape.

That being said, neither of our business would be in direct competition with any of the business in the local area and offers a unique flare to the community.

Martial arts instructions will be offered on the morning -- in the mornings and evenings. The average student attendance is usually around ten to fifteen students per one one-half hour class instruction.

Our retail store hours will be from 10 to 6 p.m.

In addition to attracting new business to the area, Sacred Sword Aikikai and White Lotus Tea complements the pre-existing business community. We will be located next door to Kumon Math & Reading, in which case it works really well with both businesses because Sacred Sword Aikikai also has children's classes that not only teaches kids how to stay safe and protect themselves, but we also teach them self-discipline, focus through meditation, critical thinking and physical training.

This in turn helps children achieve better marks in school and projects they take on, as well as becoming well-rounded individuals.

The restaurant located in the centre will also

benefit from our clientele, as they offer a wide variety of food. Everybody has to eat. I personally have enjoyed the French Cuisine at La Bonne Bouchee, the Chinese and Japanese restaurants, the sushi bar is one of my favorite, and also we can't forget Fridays.

Sacred Sword Aikikai is also a huge advocate of safety in the community. We offer self-defense workshops, seminars to the community. We have taught combat training to the U.S. Army and tactical defense training for security firms.

Most recently we provided training to a parochial school in regards to live person shooter response situations.

With the exception of workshops and seminars, other programs are generally taught off-site at the client's location.

White Lotus Tea is a small retail store that generally focuses on high-end teas, oils and incense, along with its accessories.

These items complement the Asian aspect of the martial arts school and highlights the meditated and holistic value of the product, along with the simple enjoyment of taste and scent.

Workshops will also be held for teas, incense and aroma therapy, along with classes on traditional

Japanese tea ceremony.

The goal of our business is to offer unique, fun, profitable and valuable service to the City of Creve Coeur. As such, we respectfully request for our conditional use permit to be approved.

Gordon, do you have anything to add?

GORDON GREEN: No.

CHRISTINE COLE: Dr. Macland?

DR. MACKLAND: No, nothing to add, unless asked.

CHAIRMAN MADDEN: Okay. Any questions for Ms. Cole? Okay.

MR. LANGDON: Briefly.

MS. KELLY: Very briefly, I'd like to compliment the applicant on a wonderful presentation, and we have nothing further to add.

The draft ordinance is customary for the City, and we don't see any issues with this property.

CHAIRMAN MADDEN: Okay. Is there anybody in the audience wants to make a comment or ask a question? No.

So if you want to enter your official documents.

MR. LUMLEY: I'll offer the following exhibits into the record of the public hearing: Documentation in possession of the City Clerk reflecting notice provided to the public, the staff's report, the City's Code of Ordinances and Charter, the City's Comprehensive Plan and

the public file regarding the application.

CHAIRMAN MADDEN: Thank you.

(This ends the Public Hearing.)

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

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

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

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5296 AUTHORIZING AN
EXPANSION TO THE RESTAURANT SPACE FOR A 758 SQUARE-FOOT
STORAGE ROOM FOR THE RESTAURANT LOCATED AT 763 OLD BALLAS
ROAD WITHIN THE OLD BALLAS PLACE BUILDING.**

WHEREAS, under Section 405.210 Table A, all restaurants in the “CB” Core Business zoning district require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits;

WHEREAS, Ordinance No. 5296 authorized the issuance of a conditional use permit for a 5,214 square-foot restaurant with a condition that 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;

WHEREAS, an application was submitted by Adrian Glass, of the Post II Sports Bar & Grill for an amendment to their conditional use permit for a 758 square-foot dry goods storage addition to the building; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, August 19, 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 August 19, 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.

BILL NO. 5449

ORDINANCE NO. _____

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 5296 shall be amended to include the following conditions:

1. The applicant may construct a 758 square-foot storage area at the southwest corner of the building underneath the overhang of the building.
2. The applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations and floor plans shall be in substantial conformance with the plans submitted for The Post II received July 15, 2013 as bound together and submitted in conjunction with Application #13-036.

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

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
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
#13-0036 FOR AN AMENDMENT TO CONDITIONAL USE PERMIT FOR THE
POST II SPORTS BAR AND GRILL AT 763 OLD BALLAS ROAD**

FOR THE MEETING OF: August 19, 2013

LOCATION: 763 Old Ballas Road located at the corner of Olive Boulevard and Old Ballas Road and is zoned "CB" Core Business District.

REQUEST: An application has been submitted to amend the conditional use permit for the operation of a restaurant at 763 Old Ballas Road, to increase the square footage of the existing restaurant to 5,972 sq. ft. with a new 758 sq. ft. storage area addition to the building. This will require the removal of 3 parking spaces from underneath the building.

ADDITIONAL INFORMATION: The full service restaurant at 763 Old Ballas Road received approval of the conditional use permit earlier this year February 11, 2013 (Ordinance No. 5296). Where any future enlargement, extension, expansion of the use must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission.

Key Issues:

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

Comp. Plan References

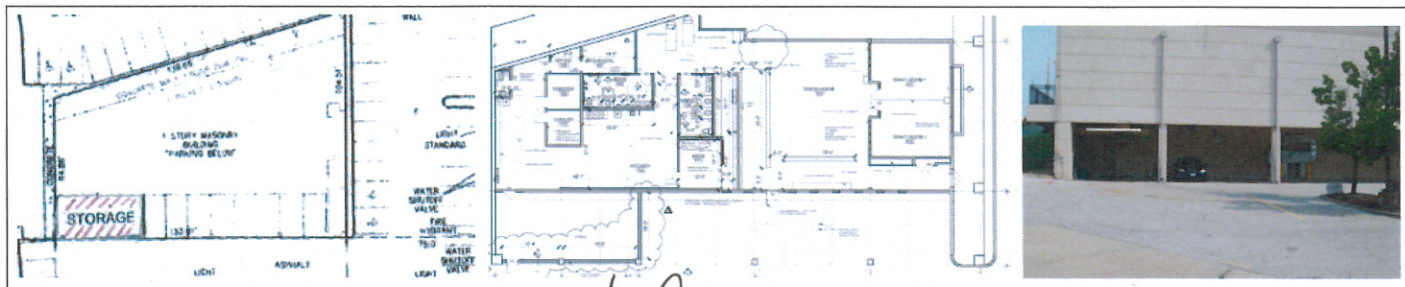
- Design Guidelines

Zoning Code References

- Section 405.210: Regulation of Uses
- Section 405.370 "CB" Core Business District
- Section 405.470 Conditional Uses
- Section 405.820 Required Off-Street Parking Spaces

APPLICANT: Adrian Glass
The Post II Sports Bar and Grill
763 Old Ballas Road
Creve Coeur, MO 63141

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



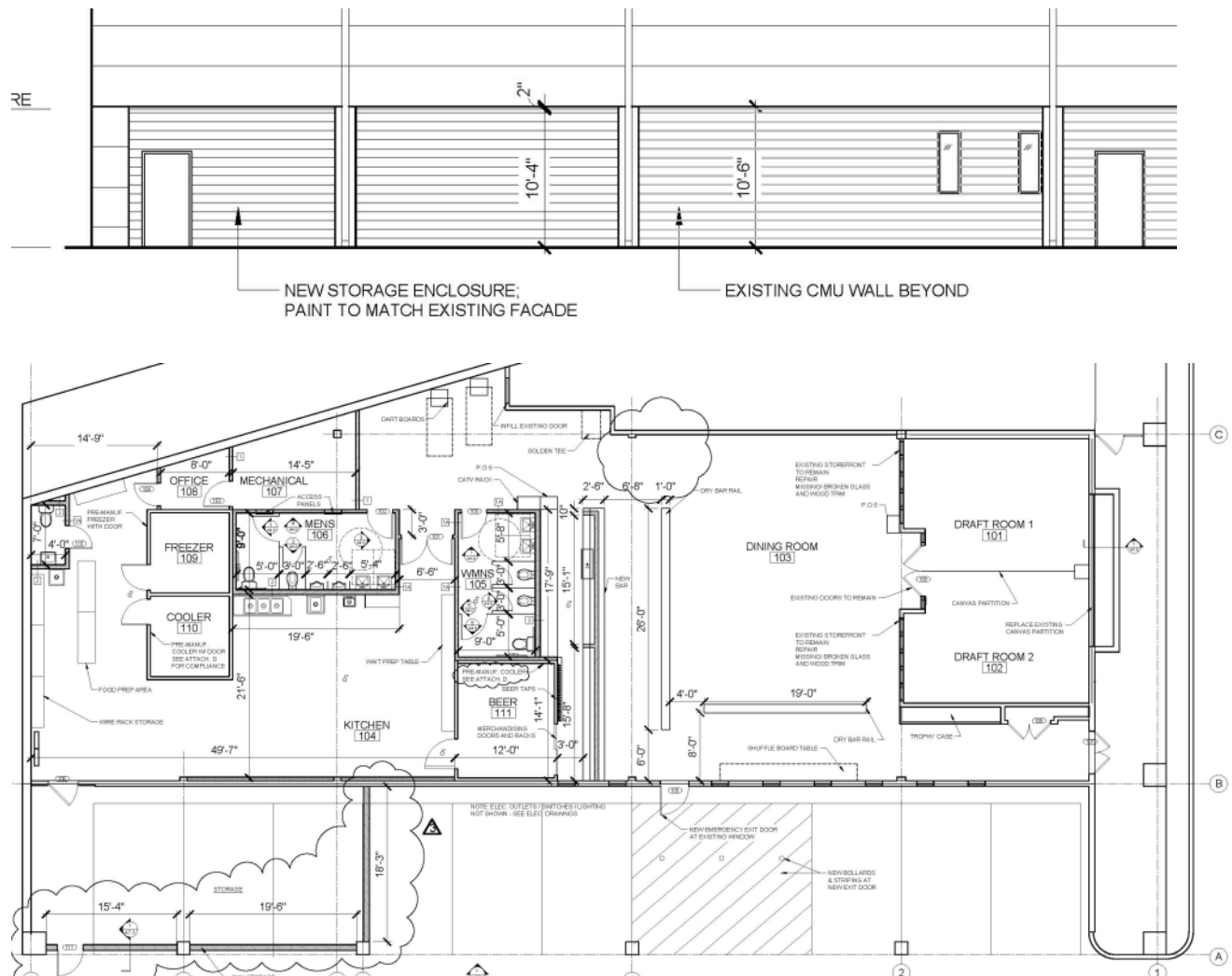
REPORT PREPARED BY:

Whitney Kelly, AICP

8/14/2013
Date

ATTACHMENTS: Applicant's Materials submitted July 12, 2013
Draft Ordinance
Ordinance Number 5296

The applicant is seeking approval of the additional space for dry goods storage at the southwest corner of the building. The new space will enclose the southwest section of the building to the second overhang support post, will not extend beyond the overhang of the building and will be built of similar CMU materials and painted to match the existing building, per the elevation and site plan below:



Below is a close-up photo of the area:



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 (under construction)	"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. As the use already exists, the only issue is the design of the storage area. The Design Guidelines states that trash enclosures and other service spaces should be constructed of durable materials and finishes which are consistent with the main restaurant building. The proposal meets with these requirements.

ZONING REVIEW

As the use already exists, the only zoning matters to review is the size of the restaurant space to the overall percentage of the building, and the impact of removing the three parking spaces will have on the minimum on-site parking spaces 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 40% of the building square footage. The existing space represented 32% of the building square footage. The additional storage area increases the restaurant to 37% of the building square footage, thus the requirement is met.

Parking

Parking regulations for restaurants are discussed under Section 405.820(F)(5) Required Off-Street Parking Spaces: "One (1) parking space per every three (3) seats of maximum occupancy recorded under the conditional use permit plus one (1) parking space per every two hundred fifty (250) square feet of total building floor area plus one (1) parking space per each eight (8) seats in an outdoor seating area." The site plan shows that a total of 109 parking spaces are currently available, with the elimination of the three spaces, leaving a total of 106 spaces. The following table shows the parking calculations for the entire center:

Tenant	Use	Size (sq.ft.)	Parking Regulations	# of spaces
Post II Sports Bar and Grill	Restaurant	5,972 (+93 indoor seats, 36 outdoor seats)	1 per 3 seats in C.U.P. + 1/250 sf + 1 per 8 patio seats	61
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:		16,988	Total:	110
Minus 15% Reduction:				16.5
Total # of Parking Spaces Required:				94
Total Available On-site:				106

As the table indicates a total of 94 spaces are required. The site has a regulatory surplus of twelve spaces. The loss of this parking for storage should not create an issue for the property. It is worth noting that the use of the spaces was marginal due to the location and nearby mechanical equipment.

RECOMMENDATION

Based on the above analysis, the request to amend the conditional use permit meets all of the requirements of the Comprehensive Plan and the Zoning Ordinance, subject to the conditions listed below, and are included in the draft ordinance:

- The amendment shall allow for the construction of a 758 square foot storage area at the southwest corner of the building underneath the overhang of the building.
- The applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations and floor plans shall be in substantial conformance with the plans submitted for The Post II received July 15, 2013 as bound together and submitted in conjunction with Application #13-036.

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 #13-036 to amend the conditional use permit for the full service restaurant 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 August 19, 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 across Old Ballas Road.
	View of the space looking northwest from the southeast corner of the parking lot.
	Close-up view of the space looking north from the south property line.

Rationale

We opened The Post Sports Bar & Grill at 763 Old Ballas Rd on July 15th, 2013. We are very excited about the prospect of doing business in Creve Coeur.

In order to operate at an efficient level it is imperative that we purchase some of our products in bulk. In order to do so, we are in dire need of slightly more space for some extra dry goods storage. We would like to build a permanent storage area adjacent to our restaurant on the south side of the building. The storage space would take up 3 existing parking spots. The current parking lot has 109 parking spots and currently requires only 101 spots. The addition of the storage area would remove 3 parking spots from the lot, bringing the total amount of parking spaces down to 106. The additional storage area also increases the number of spots required by 3 (up to 104 total spots). Therefore, after the storage area is completed, the parking lot would still have 2 more spaces than code requires.

The storage area would be built out of the same material as the building itself, thereby upholding the aesthetic integrity of the building.

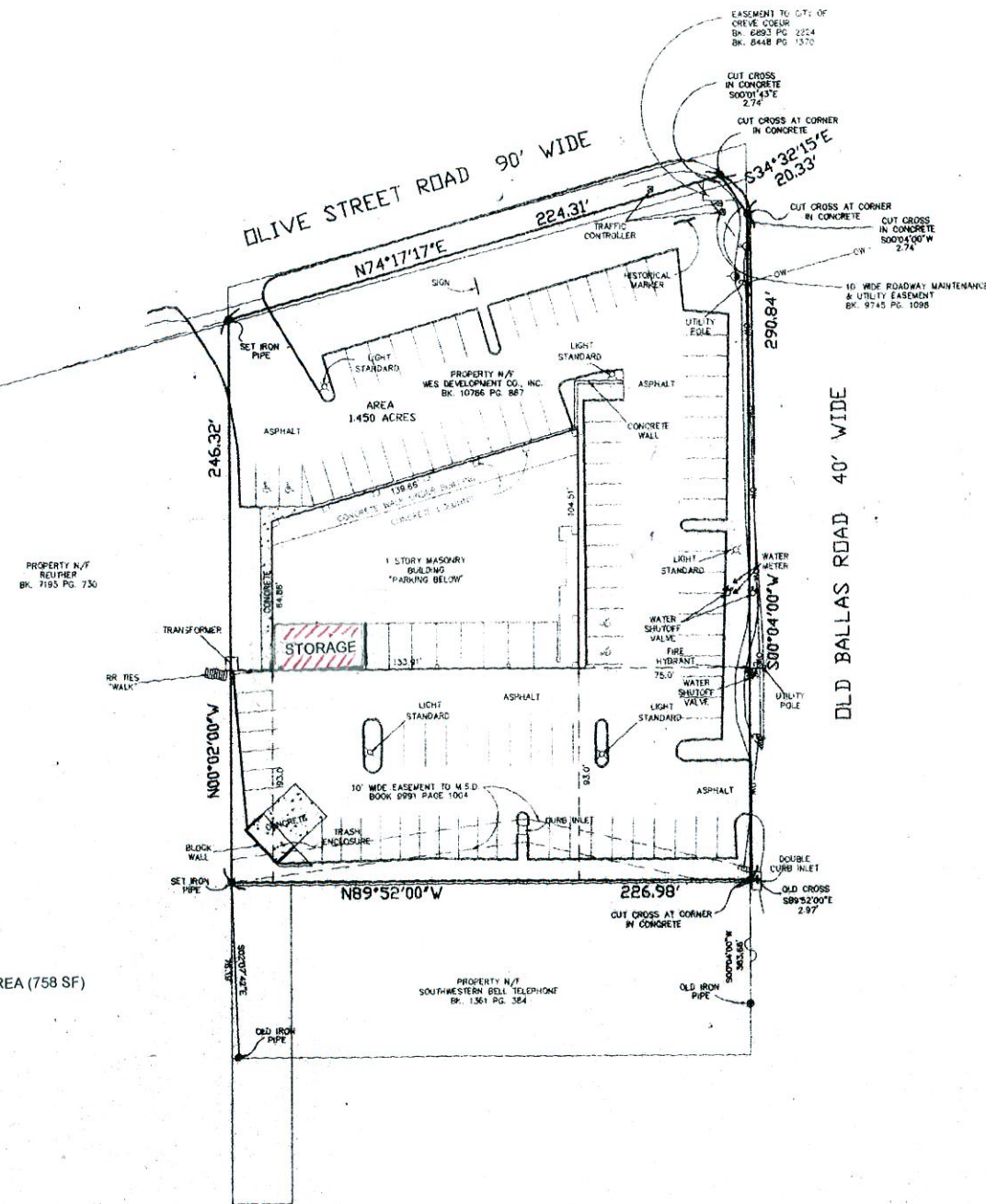
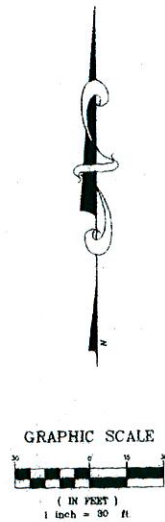
We sincerely hope you approve this CUP in order for us to achieve the economies of scale needed in regards to product ordering to remain successful at this location. Without additional storage we will consistently run out of several food and liquor products, which results in a poor business model for us as well as a poor experience for our patrons.

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

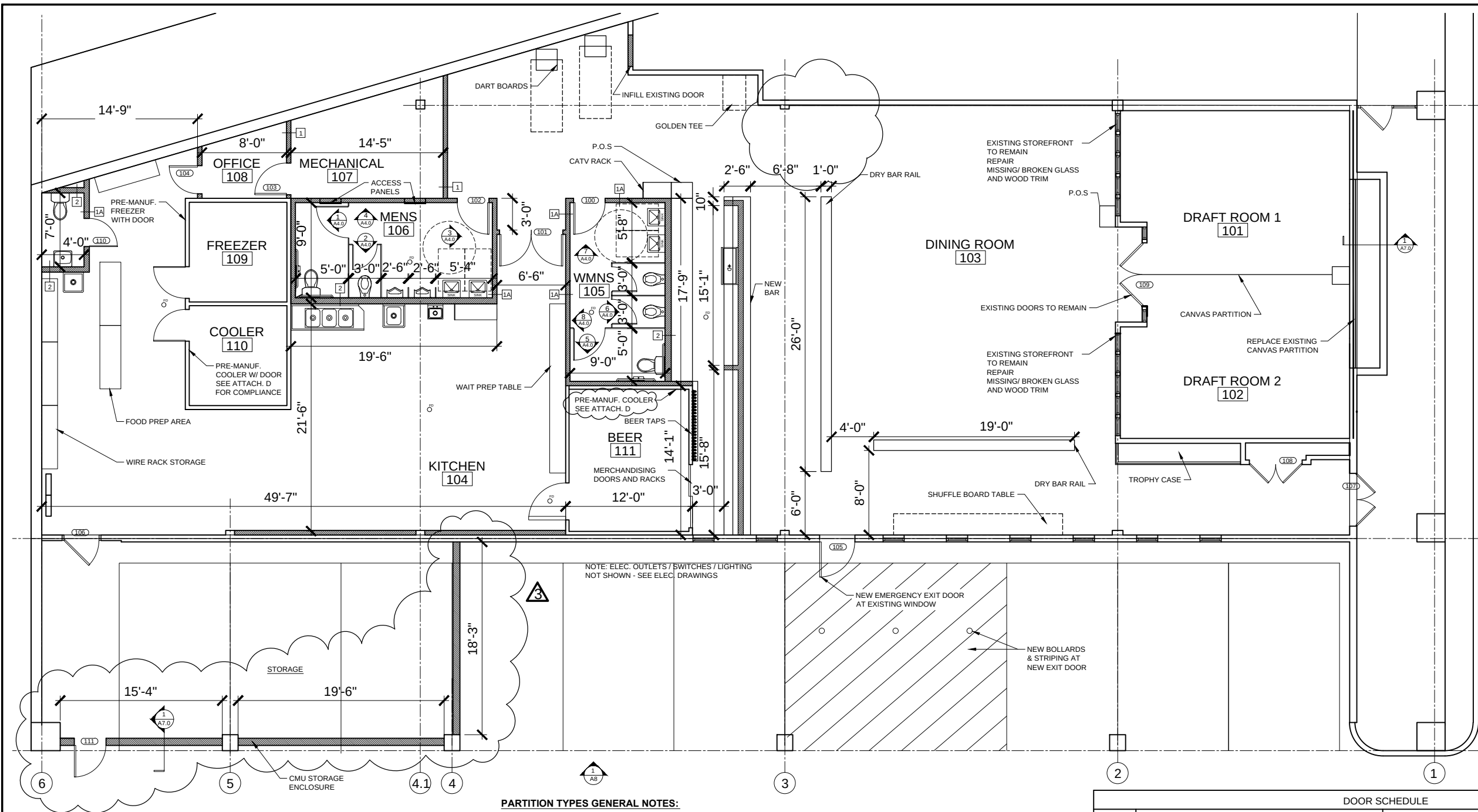
A TRACT OF LAND BEING PART OF STUDD'S HOME PLACE
 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 7 PAGE 38
 OF THE ST. LOUIS COUNTY RECORDS IN THE EAST HALF OF SECTION 3
 TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN
 ST. LOUIS COUNTY, MISSOURI



- GENERAL NOTES:
1. BASIS OF BEARINGS: THE DEED RECORDED IN BOOK 8766 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 - FILE NO. 1185257 - ABSTRACT NO. 24474 - DATED MARCH 15, 1997 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.
 2. AN EASEMENT DISCLOSED BY AN INSTRUMENT RECORDED IN BOOK 6893 PAGE 2224 AND BOOK 8448 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. PERPETUAL ROADWAY MAINTENANCE IMPROVEMENTS AND UTILITY EASEMENT ON FAVOR OF THE CITY OF CREVE COEUR RECORDED IN BOOK 9745 PAGE 1096 (EASEMENT HAS BEEN PLOTTED AND NOTED ON THIS PLAT AT THE NORTHEAST CORNER OF THE PROPERTY.)
 4. AN EASEMENT DISCLOSED BY AN INSTRUMENT RECORDED IN BOOK 9991 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. ALSO THE FOLLOWING PREPRINTED EXCEPTIONS:
 1. RIGHTS OR CLAIMS OF PARTIES OTHER THAN INSURED IN ACTUAL POSSESSION OF ANY OR ALL OF THE PROPERTY.
 2. EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
 5. 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 "STUDD'S HOME PLACE", A SUBDIVISION ON 7152 IN PLAT BOOK 7 PAGE 38 OF THE ST. LOUIS COUNTY RECORDS AND BEING PART OF 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. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE CURRENT STANDARDS (N.E.S. 30-15.0) FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT AND MEETS THE ACCURACY REQUIREMENTS SET FORTH FOR AN URBAN PROPERTY.

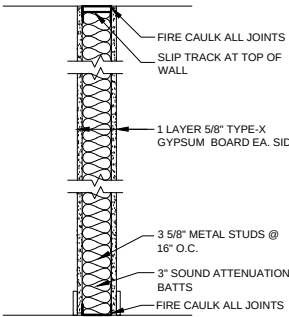
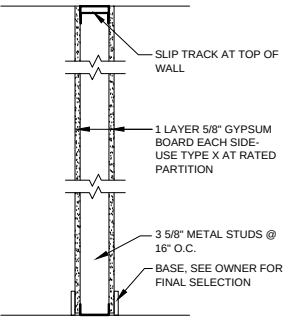




- GENERAL NOTES:**
- A. MEP SYSTEMS ARE SHOWN FOR GENERAL REFERENCE ONLY. CO-ORD W/ FINAL SYSTEM DESIGN
 - B. 'ES' REFERS TO EXISTING ELECTRICAL SERVICE; 'GS' = EXISTING GAS SERVICE; 'WS' = EXISTING WATER SERVICE.
 - C. REMOVED ELECTRICAL FIXTURES TO BE CAPPED PER LOCAL ELECTRICAL CODES.
 - D. OWNER TO PROVIDE LIGHT FIXTURES. G.C. TO INSTALL PER CODE ON DESIGN BUILD BASIS
 - E. ALIGN FACES OF GYP. BD. WALLS WHERE APPLICABLE
 - F. KITCHEN DESIGN TO BE PROVIDED BY OWNER
 - G. PROVIDE ELECTRICAL CONNECTIONS FOR ALL APPLIANCES AND FIXTURES. REFER TO KITCHEN PLANS PROVIDED BY OWNER.
 - H. SMOKE DETECTORS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR.
 - I. G.C. TO ENSURE LEVEL FLOOR.
 - J. ALL FURNITURE TO BE SUPPLIED BY OWNER.
 - K. NEW WALL LOCATIONS NOT TO INTERFERE W/ EXIST. WINDOWS.
 - L. ALL SPRINKLER WORK TO BE DONE PER CODE ON A DESIGN BUILD BASIS BY A LICENSED SPRINKLER CONTRACTOR.
 - M. ALL COOLERS AND FREEZERS ARE PRE-MANUFACTURED AND TO BE PROVIDED BY OWNER
 - N. ELECTRICAL LIGHT SWITCHES AND OUTLETS SHALL BE INSTALLED PER CODE & FINAL LAYOUT SHALL BE APPROVED BY OWNER.
 - O. PROVIDE CODE COMPLIANT VENTING FOR RESTROOMS.
 - P. PROVIDE CODE COMPLIANT VENTING FOR ALL KITCHEN APPLIANCES.
 - Q. EXISTING GREASE TRAP TO BE CLEANED AND FILLED. NEW GREASE TRAP TO BE INSTALLED PER CODE.
 - R. GREASE HOOD EXHAUST DUCT TO BE PROTECTED WITH PYROSCAT BRAND DUCT WRAP ENCLOSURE SYSTEM. SEE ATTACHMENT C.
 - S. FIRE SUPPRESSION SYSTEM TO BE INSTALLED THROUGHOUT SPACE AND TO BE MONITORED BY A CENTRAL MONITORING SYSTEM.

1 FLOOR PLAN

SCALE: 3/32" = 1'-0"



2 PARTITION TYPES

SCALE: 1/2" = 1'-0"

PARTITION TYPES GENERAL NOTES:

1. PROVIDE CONTINUOUS BEADS(3) OF ACOUSTICAL SEALANT AT TOP, SIDE, AND BOTTOM TRACKS WHERE PARTITION ABUTS EXISTING FLOORS AND WALLS.
2. USE COMMERCIALLY AVAILABLE SLEEVES FOR SMALLER PIPES THAT CAN BE USED ON WALLS OF CONSTRUCTION SUITABLE FOR ACCOMMODATING THE SLEEVE. ACOUSTICAL SEALANT MAY STILL REQUIRED TO SEAL ANY REMAINING CRACKS OR POOR FIT OF PIPES TO SLEEVE.
3. DUCTS, PIPES, AND CONDUITS SHOULD NEVER BE SUPPORTED BY OR IN RIGID CONTACT WITH THE WALL. LARGE OPENINGS SHOULD BE CLOSED TO WITHIN 1/4" TO 1-1/2" OF THE PENETRATING ELEMENT AND FINAL SEAL.
4. FIBERGLASS SOUND BATTS OR MINERAL WOOL TO 1/2" OF SURFACE AS BACKER. COVER BACKER WITH ACOUSTICAL SEALANT TO FILL VOID AND PATCH SURFACE WITH PATCHING PLASTER AS REQUIRED.
5. COVER ALL SIDES AND BACK OF WALL-MOUNTED ELECTRICAL DEVICES WITH FIBERGLASS SOUND BATTS AND PROVIDE ACOUSTICAL SEALANT AT ALL EDGES TO THOROUGHLY SEAL PENETRATIONS.
6. NO BACK TO BACK ELECTRICAL DEVICES IN WALLS WITH ELECTRICAL OUTLETS ON BOTH SIDES. MAINTAIN A MINIMUM OF 16" OF HORIZONTAL SEPARATION BETWEEN OUTLETS. THIS ALSO APPLIES TO ANY OTHER DEVICES THAT WOULD PENETRATE THE WALL SURFACE SUCH AS WALL SCONCES, EXIT LIGHTING, SWITCH BOXES, ETC.
7. PROVIDE EITHER SEISMIC WIRE BRACING OR 2X4 KICKERS @ 48" O.C. ATTACHED TO DECK ABOVE PARTITIONS

DOOR SCHEDULE									
NO.	DOOR	FRAME			LABEL	HARDWARE			
	SIZE (W x H)	TYPE	MATERIAL	FINISH	MATERIAL	FINISH	(in min)	GROUP	NOTES
100	3'-0" X 7'-0"	F	HM	PT	HM	PT	---	CYLINDER	---
101	6'-0" X 7'-0" PAIR	F	HM	PT	HM	PT	---	CYLINDER	---
102	3'-0" X 7'-0"	F	HM	PT	HM	PT	---	CYLINDER	---
103	3'-0" X 7'-0"	F	HM	PT	HM	PT	---	STORAGE LOCK	---
104	2'-8" X 7'-0"	F	HM	PT	HM	PT	---	PRIVACY	---
105	3'-4" X 7'-0"	F	HM	PT	HM	PT	---	CYLINDER W/ PANIC	---
106	3'-4" X 7'-0"	F	HM	PT	HM	PT	---	CYLINDER W/ PANIC	EXIST.
107	6'-0" X 7'-0"	F	FG	---	HM	PT	---	CYLINDER	EXIST.
108	5'-0" X 7'-0"	F	HM	PT	HM	PT	---	STORAGE LOCK	EXIST.
109	6'-0" X 7'-0"	F	FG	---	HM	PT	---	CYLINDER	EXIST.
110	6'-0" X 7'-0"	F	HM	PT	HM	PT	---	PRIVACY	---
111	3'-4" X 7'-0"	F	HM	PT	HM	PT	---	CYLINDER W/ PANIC	---

DOOR SCHEDULE LEGEND:

HM	HOLLOW METAL
AL	ALUMINUM
WD	WOOD
PT	PAINT
ST	STAIN
SL	CLEAR SEAL
SCWD	SOLID CORE WOOD
MANUF	MANUFACTURER
F	FLUSH
G	HALF GLASS
V	VISION LITE
FG	FULL GLASS
N	NARROW LITE

DATE	ISSUE
10/24/12	PERMIT
02/20/13	1 CITY COMMENTS
04/2/13	2 ADDENDUM
06/05/13	3 ADDENDUM
07/11/13	4 CUP APPLIC.

THE POST II
763 OLD BALLAS ROAD
CREVE COEUR, MO
63141

SHEET NO.

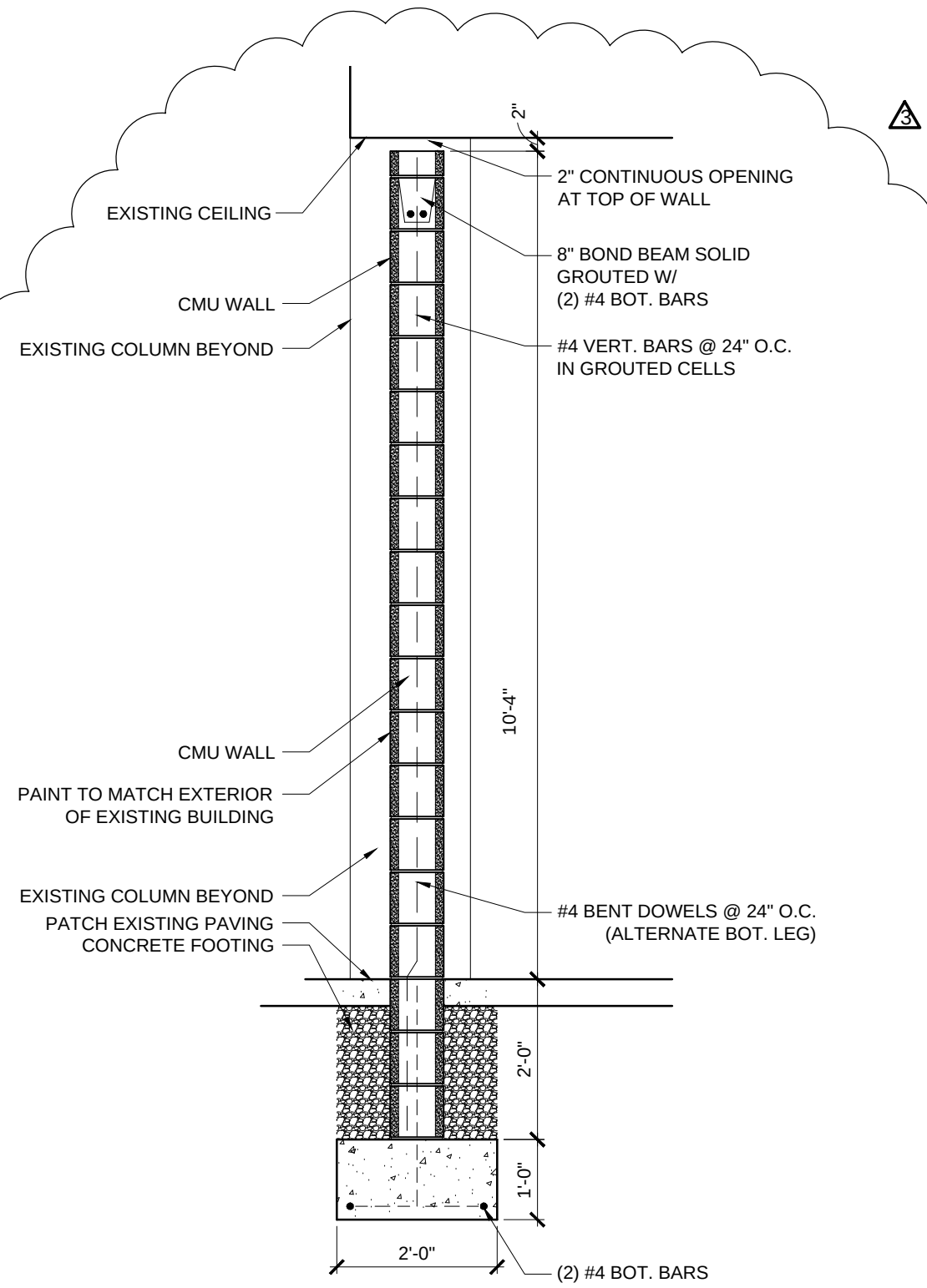
A2

FLOOR PLANS

KILLEEN STUDIO
ARCHITECTS

3015 Salena Street
St. Louis, MO 63118
tel: 314.771.0883
fax: 314.771.0154





1 **DETAIL AT STORAGE ENCLOSURE**
SCALE: 1/2" = 1'-0"

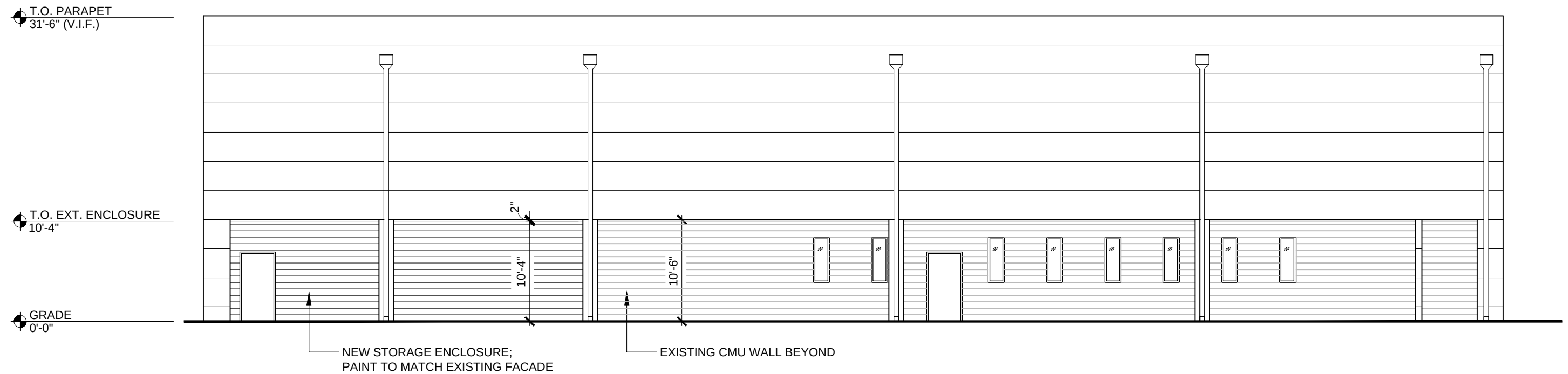
DATE	ISSUE
10/24/12	PERMIT
02/20/13 	CITY COMMENTS
04/2/13 	ADDENDUM
06/05/13 	ADDENDUM
07/11/13 	CUP APPLIC.

THE POST II
763 OLD BALLAS ROAD
CREVE COEUR, MO
63141

SHEET NO.
A7
DETAILS

**KILLEEN STUDIO
ARCHITECTS**
3015 Salena Street
St. Louis, MO 63118
tel: 314.771.0883
fax: 314.771.0154





1 SOUTH EXTERIOR ELEVATION
SCALE: 3/32" = 1'-0"

DATE	ISSUE
10/24/12	PERMIT
02/20/13 	CITY COMMENTS
04/2/13 	ADDENDUM
06/05/13 	ADDENDUM
07/11/13 	CUP APPLIC.

THE POST II
763 OLD BALLAS ROAD
CREVE COEUR, MO
63141

SHEET NO.
A8
ELEVATION

KILLEEN STUDIO
ARCHITECTS
3015 Salena Street
St. Louis, MO 63118
tel: 314.771.0883
fax: 314.771.0154



SQ Footage & Rent Roll <u>WITH</u> Additional storage space					
	SQ FT	% sq ft	Interior Seats	Current Parking (without storage)	110
AT&T	6509	38.32%	93	Current Parking (with storage)	107
VENINGA JEWELERS	1039	6.12%			
COBBLESTONE	983	5.79%	Exterior Seats		
CHOICE CABINET	932	5.49%	36	Needed Parking	
The Post	5972	35.15%		by sq ft	67.952 68
TOTAL COMPUTER	1553	9.14%		by exterior seats	4.5 5
TOTL SQ Ft	16988			by interior seats	31 31
				TOTAL NEEDED	103.452 104

SQ Footage & Rent Roll <u>WITHOUT</u> Additional storage space					
	SQ FT	% sq ft	Interior Seats	Current Parking	110
AT&T	6509	38.32%	93		
VENINGA JEWELERS	1039	6.12%			
COBBLESTONE	983	5.79%	Exterior Seats		
CHOICE CABINET	932	5.49%	36	Needed Parking	
The Post	5214	30.69%		by sq ft	64.92 65
TOTAL COMPUTER	1553	9.14%		by exterior seats	4.5 5
TOTL SQ Ft	16230			by interior seats	31 31
				TOTAL NEEDED	100.42 101

OLD BALLAS SHOPPING CENTER

St. Louis, Missouri

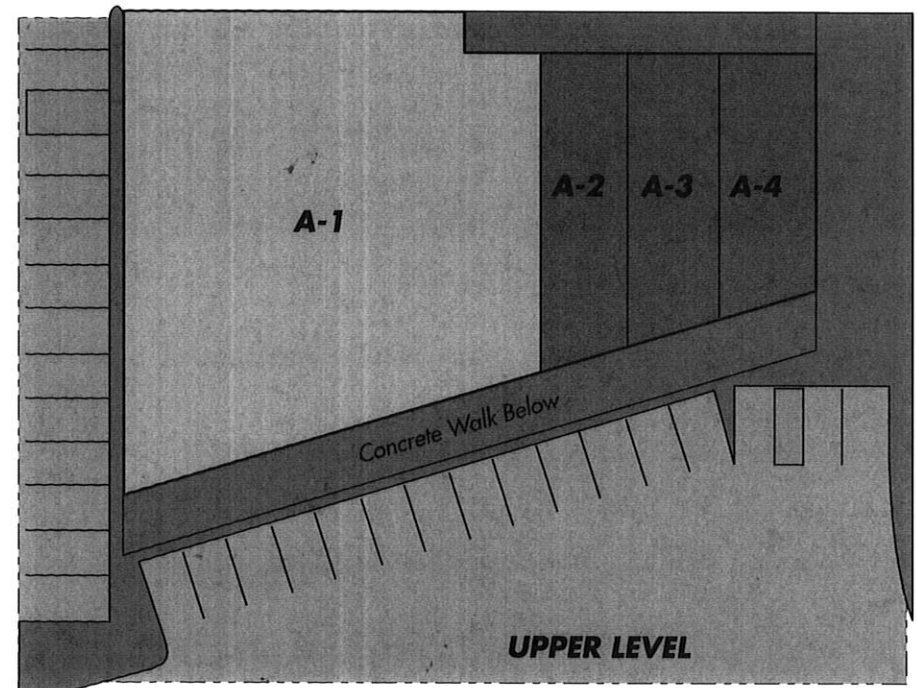
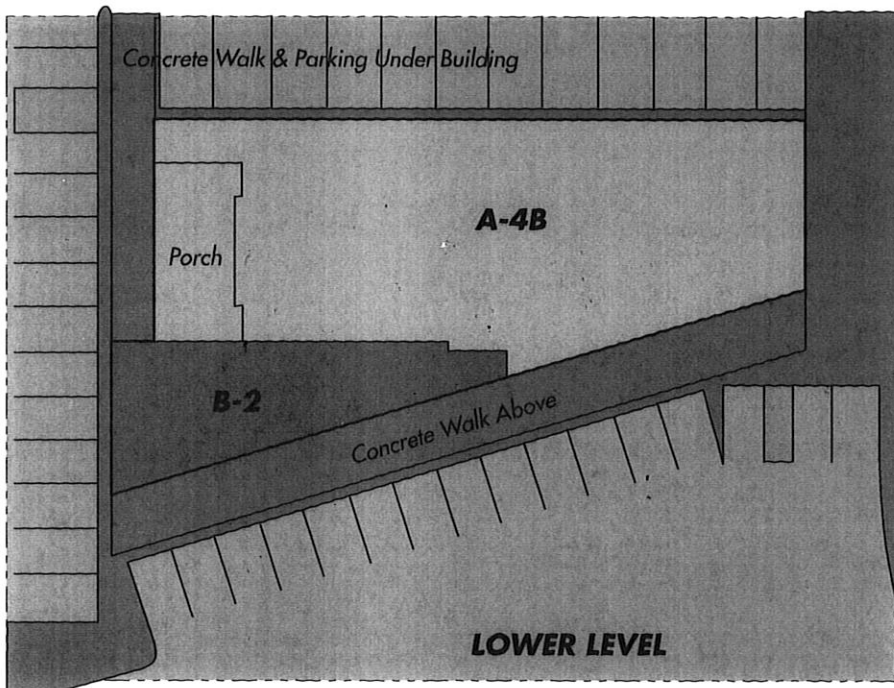
SITE SUMMARY

UNIT	TENANT	SQ FT
A-1	AT&T	6509
A-2	VENINGA JEWELERS	1039
A-3	COBBLESTONE	983
A-4	CHOICE CABINET	932
A-4B	The Post	5972
B-2	TOTAL COMPUTER	1553

TOTL SQ Ft **16988**

**PRIORITY
PROPERTIES**

1045 South Woods Mill Rd., Suite One
Town & Country, MO 63017
(636) 227-3200



This site plan is presented solely for the purpose of identifying the approximate location and size of the building presently contemplated by the owner. Building sizes, site dimensions, access and parking areas, existing tenant locations and identities are subject to change without notice at the owners discretion.

Revised 11/10

**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

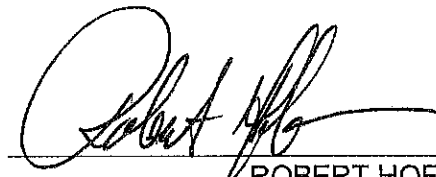
shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.

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.

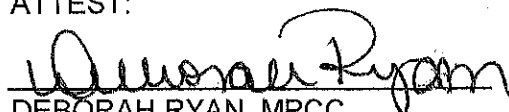
ADOPTED THIS 11th DAY OF February, 2013.


ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS 11th DAY OF February, 2013.


BARRY GLANTZ
MAYOR

ATTEST:


DEBORAH RYAN, MPCC
CITY CLERK



city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

August 21, 2013

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

Re: Application #13-036; Conditional Use Permit for The Post II Sports Bar & Grill
763 Old Ballas Road

Mr. Glass:

The Planning and Zoning Commission, at its meeting of August 19, 2013, reviewed your request for an amendment to the existing conditional use permit for The Post II Sports Bar and Grill, a restaurant located at 763 Old Ballas Road.

By unanimous vote, the Planning Commission recommends approval of the amendment to the existing 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, August 26th, 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
G. Eidman, Chief of Police
S. Unser, Chief Building Official



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, AUGUST 19, 2013
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, August 19, 2013, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: ***Mr. Tim Madden, Chair***
 Mr. James Faron
 Mr. Ken Howard
 Mr. Charles Pullium
 Mr. Gene Rovak

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

2. NEW BUSINESS

A. PUBLIC HEARING

Application #13-036: Approval of an amendment to the conditional use permit for The Post II Sports Bar and Grill at 763 Old Ballas Road for a 758 sq. ft. addition to the building.

Applicant/Agent: Adrian Glass
 The Post II Sports Bar and Grill
 763 Old Ballas Road
 Creve Coeur, MO 63141

Property Owner: Old Ballas Place Investors, LLC
 1045 South Mills Rd, Suite 1
 Town & Country, MO 63017

Mr. Adrian Glass, 763 Old Ballas Road, said he is asking to amend the conditional use permit to allow for a 758 sq. ft. addition. Mr. Glass said the addition is proposed on the south side of the building in the “tuck-under” parking area and they will lose three parking spaces. Mr. Glass explained the reason for the addition is to allow for more storage space, since business has been good and they have found themselves several times running out of supplies and with additional storage space they can order more product.

Mr. Faron asked if it is an EIFS system that is currently running above the columns. Mr. Chris Nieburg, Blackline Design and Construction, the general contractor, said yes it was an EIFS system and that they will continue with that same concept for the addition.

Mr. Whitney Kelly, City Planner, said the tenant has excess parking and staff does not find any issues with this project.

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

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

Mr. Faron motioned to recommend approval of Application #13-036 to amend the conditional use permit for the full service restaurant 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 August 19, 2013. Mr. Rovak seconded the motion with the resultant vote as follows:

Mr. Rovak – aye
Mr. Pullium – aye

Mr. Howard – aye
Chair - aye

Mr. Faron – aye

3. **ADJOURNMENT**

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 9:50 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, AUGUST 19, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Mr. James Faron

Mr. Ken Howard

Mr. Charles Pullium

Mr. Gene Rovak

Mr. Carl Lumley, City Attorney

Mr. Paul Langdon, AICP, Director of Community Development

Ms. Whitney Kelly, AICP, City Planner

Ms. Julie Lowery, Recording Secretary

PUBLIC HEARING

APPLICATION 13-036

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: That'll move us Public Hearing, Application No. 13-036: Approval of an amendment to the conditional use permit for the Post II Sports Bar and Grill at 763 Old Ballas Road for a 758 square foot addition to the building.

Anybody that's going to be involved in this, please come up, be sworn in. I guess that's it.

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

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

ADRIAN GLASS: Adrian Glass. I'm the owner of Post Sports Bar and Grill located at 763 Old Ballas Road.

First of all, good evening, Commission Members.

And we're simply applying for an amendment to our conditional use permit, which would allow for 758 square foot addition to our building.

That addition would be located underneath the overhang, which is located on the south side of that building.

From a spacial standpoint, it would take up three parking spaces. The three most western parking spaces underneath that overhang.

The addition would be made of a material that is 100 percent matched to the current facade and it would sit

flush against the southernmost exterior wall to that building, so it looks like it would naturally fit there. It wouldn't be jutting out or anything like that.

The reason we're requesting this, business has been good since we opened up, and we're finding it difficult to keep product in -- in-house currently. We've ran out of products several times so far in the month that we've been open, and we would like the additional space primarily for storage.

It would also allow us the ability to purchase several items in bulk, which allows us to keep our costs down and thereby keeping price points at a minimum even through inflation.

So that's -- that's what we've got. That's what our request is.

Is there any -- any questions you have for me?

CHAIRMAN MADDEN: Mr. Faron.

MR. FARON: So it's purely for storage and just --

ADRIAN GLASS: Exactly, yeah. We'd, most likely, look at adding two refrigerators out there as well as a freezer. Again, and that's to -- to keep backup on hand.

MR. FARON: Is that back door, that's coming right out of the kitchen or the prep --

ADRIAN GLASS: Correct.

MR. FARON: -- kitchen?

ADRIAN GLASS: Currently it's coming out of the prep kitchen.

MR. FARON: Can I ask, I mean staff might know, is that an eff system there now that runs above those columns, so they --

CHRIS NIEBURG: Above it.

MR. FARON: It -- it is?

CHRIS NIEBURG: Yes.

MR. FARON: And the columns are?

CHRIS NIEBURG: The columns are an efface.

MR. FARON: Are they faced in efface too? Okay.

CHAIRMAN MADDEN: Could you state your name and address, just for the record.

CHRIS NIEBURG: Chris Nieburg with the general contractor, Blackline Design and Construction.

MR. FARON: So you just match what's there existing and there'd be efface panels between those columns?

CHRIS NIEBURG: What we'd be doing is, you have got the overhang that's efface and the columns are efface. We would be enclosing with CMU behind that, and then we'd be returning the back wall to the current CMU, and we'd -- we'd strike it the exact same way, so when we're done it

would look consistent.

MR. FARON: So exterior efface with -- would you line up those joints right there on that column?

CHRIS NIEBURG: Yes.

MR. FARON: Okay. And then inside, it would just be like a CMU box?

CHRIS NIEBURG: Correct.

MR. FARON: Thank you.

CHAIRMAN MADDEN: Any other questions?

Okay. Whitney.

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

We see no issues with this site regarding this project.

They have in excess of parking and, therefore, we don't see any issues.

CHAIRMAN MADDEN: Any questions for Whitney?

Anybody in the audience? I don't think so. Nobody got sworn in. And we're losing them rapidly.

Okay. Yes.

MR. LUMLEY: Offer the following exhibits into the record of this public hearing: Documentation in possession of the City Clerk reflecting notice provided to the public, staff's report, City Code of Ordinances and Charter, City's Comprehensive Plan and the public file

regarding the application.

(This ends the Public Hearing)

oOo

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

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

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

AN ORDINANCE AMENDING THE ADOPTED 2013-2014 GENERAL FUND AND CAPITAL FUND
BUDGETS OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS
AND UNAPPROPRIATIONS FROM OPERATING DEPARTMENTS

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 24, 2013 BY ORDINANCE NO. 5308.

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

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

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL AND CAPITAL FUNDS FOR THE 2013-2014 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF \$203,703 IN THE FOLLOWING DEPARTMENTS:

GENERAL FUND	
PUBLIC WORKS-STREETS	78,703
TOTAL ADDITIONAL APPROPRIATIONS-GENERAL FUND	\$ 78,703
CAPITAL FUND	
CHILTON CULVERT REHABILITATION PROJECT	\$ 125,000
TOTAL ADDITIONAL APPROPRIATIONS-CAPITAL FUND	\$ 125,000
TOTAL ALL ADDITIONAL APPROPRIATIONS	<u>\$ 203,703</u>

SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FOR THE 2013-2014 FISCAL YEAR AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL UNAPPROPRIATIONS IN THE AMOUNT OF \$66,964.

GENERAL FUND	
PUBLIC WORKS-STREETS	50,065
PUBLIC WORKS PARKS	16,899
TOTAL UNAPPROPRIATIONS-GENERAL FUND	\$ 66,964
TOTAL ALL ADDITIONAL UNAPPROPRIATIONS	<u>66,964</u>

SECTION 3. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____ 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: August 22, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Budget Adjustments to FY 2014 Budget

The FY 2014 budget was approved by City Council on June 24, 2013 by Ordinance No. 5308. Since that time two situations have occurred which will require adjustments to the FY 2014 budget. These are:

1. Chilton Culvert Rehabilitation Project

The Chilton culvert project was a project that was budgeted in 2013 but, due to timing issues was not completed during that year. As a result the Capital Fund budget needs additional appropriations of \$125,000 for this project.

2. Seasonal Personnel versus Temp Services

In FY 2014 the City made the decision to procure all its part-time help for Public Works through the use of temp services instead of a mix of those services and part-time employees. As a result the temp services account in the Streets Department needs to be increased by \$78,703. In addition, the part-time (seasonal) employee accounts will be reduced a total of \$66,964 in Streets and Parks.

It should be noted that \$150,000 was already anticipated in FY 2014 for stormwater projects. However, due to a recent failure of a dam at the Dielmann Recreation Complex that \$150,000 will be used to fund a portion of the Dielmann project. Therefore no reallocation of those funds is possible. Staff will be meeting to consider adjustments to the 5-year capital plan to deal with the entire Dielmann Recreation Complex project.

I would be pleased to respond to any questions.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A 6,817 SQUARE-FOOT RELIGIOUS ORGANIZATION, KNOWN AS CROSSROADS PRESBYTERIAN FELLOWSHIP, LOCATED AT 11118 OLIVE BOULEVARD.

WHEREAS, under Section 405.210 Table A, all religious organizations (NAICS 813110) require the issuance of a conditional use permit in all districts in the City as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, an application was submitted by Daniel Song, of Crossroads Presbyterian Fellowship, for a conditional use permit and site development plan approval for a 6,817 square foot church located at 11118 Olive Boulevard in the "GC" General Commercial District; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, August 19, 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 August 19, 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: A Conditional Use Permit is authorized to be issued pursuant to Section 4 hereof for the operation of a church located at 11118 Olive Boulevard, in the "GC" General Commercial zoning district, whose legal description is as follows:

Situated in the County of St. Louis, State of Missouri to wit:

A track of land situated in US Survey 1962 and partly in Section 2, Township 45 North, Range 5 East and described as follows: Beginning at a point in the Southeast line of Olive Street at the Northwest corner of property conveyed to Garrett H. Lamb and wife by deed recorded in Book 3354 Page 35 of the St. Louis County Records; thence along the Southeast line of Olive Street Road, North 59 degrees 15 minutes East 93.10 feet and North 67 degrees 07 minutes East 7.57 feet to a point; thence South 23 degrees 51 minutes East 204.57 feet to a point; thence South 7 degrees 45 minutes East 132.88 feet to the Northeast corner of Lot 34 of Wir-Don Meadows, a subdivision the plat of which is recorded in Plat Book 69 Page 21 of the St. Louis County Records; thence along the Northern line of said Lot 34, South 59 degrees 15 minutes West 108.64 feet to a corner of property so conveyed to Lamb and wife as aforesaid; thence along Lamb's Western line North 7 degrees 45 minutes West 161.77 feet and North 23 degrees 51 minutes West 179.07 feet to the point of beginning, excepting therefrom that part conveyed to the State of Missouri by deed recorded in Book 5437 Page 110 of the St. Louis County Records.

Section 2: 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 6,817 square foot square-foot, religious organization at 11118 Olive Boulevard with a maximum of 184 seats.
2. The site shall be developed and maintained in conformance with the "Site Development Plan for Crossroads Presbyterian Fellowship" and "Landscape Plan for Crossroads Presbyterian Fellowship" prepared by Clinton Enyeart, last dated August 14, 2013.
3. Prior to issuance of any building permits related to the approved plan, the property owner shall record the following easements in a form approved by the City Attorney:
 - a. A cross-access easement to the adjacent properties to the east and west allowing access over the north half of the shared property boundaries.
 - b. A sidewalk and pedestrian easement within an area adjacent to the northern property line, to match with the already recorded access easement on the adjacent property at 11100 Olive Boulevard to allow for pedestrian access and placement of a six-foot wide sidewalk.
4. The applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the North and East Building Elevations for Crossroads Presbyterian Fellowship last dated July 19, 2013 as bound together and submitted in conjunction with Application #13-031.
5. The applicant is required to submit a Site Improvement Permit application, showing all exterior improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the "Landscape Plan for Crossroads Presbyterian Fellowship" last dated August 14, 2013 as bound together and submitted in conjunction with Application #13-031, except per the conditions below.
6. The Applicant shall underground the service utilities on site within a 30 month timeframe from the date of approval of this ordinance.
7. All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
8. All lighting shall be in conformance with Section 405.680, Lighting, of the Zoning Code.
9. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

10. Any mechanical equipment installed for the site shall be properly screened with approved materials.
11. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved by the City Council upon receipt of the recommendation of the Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.
12. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
13. No conditional use permit granted by the City Council shall be valid for a period longer than one year from the date it grants the conditional use permit, unless within such period: (1) a building permit is obtained and construction is begun; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the conditional use permit is scheduled to expire.
14. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

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

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

BILL NO. 5446

ORDINANCE NO. _____

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-031 FOR A CONDITIONAL USE PERMIT FOR
CROSSROADS PRESBYTERIAN FELLOWSHIP
AT 11118 OLIVE BOULEVARD**

FOR THE MEETING OF: Monday, August 19, 2013

LOCATION: 11118 Olive Boulevard, south side of Olive Boulevard, west of Mary Meadows Lane. The property is zoned "GC" General Commercial District.

REQUEST: An application has been submitted for a conditional use permit and site development plan for the exterior modifications to the existing building and site, for a 6,817 square foot church. Site improvements include new landscaping, and parking lot lighting.

ADDITIONAL INFORMATION: Religious organizations (NAICS 813110) require a conditional use permit in all of the zoning districts. The original building was built in 1980, as a commercial building with pre-existing non-conforming site coverage. Aside from a seasonal temporary use, the building has remained vacant for approximately 10 years.

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

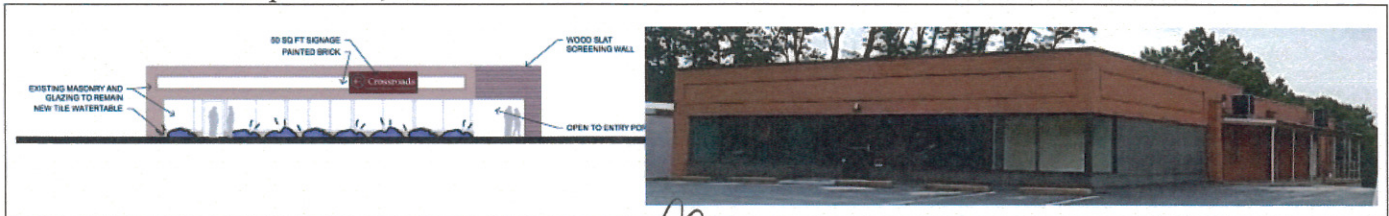
- East Olive Corridor Action Area
- Design Guidelines

Zoning Code References

- Section 405.210: Regulation of Uses Table A Permitted and Conditional Uses
- Section 405.360: "GC" General Commercial
- Section 405.820 Required Off-Street Parking Spaces

APPLICANT: Daniel Song
Crossroads Presbyterian Fellowship
2640 Oakview Terrace
Maplewood, MO 63143

APPLICANT'S REPRESENTATIVE: Clinton Enyeart
8240 Swarthmore St.
Saint Louis, MO 63130



REPORT PREPARED BY:

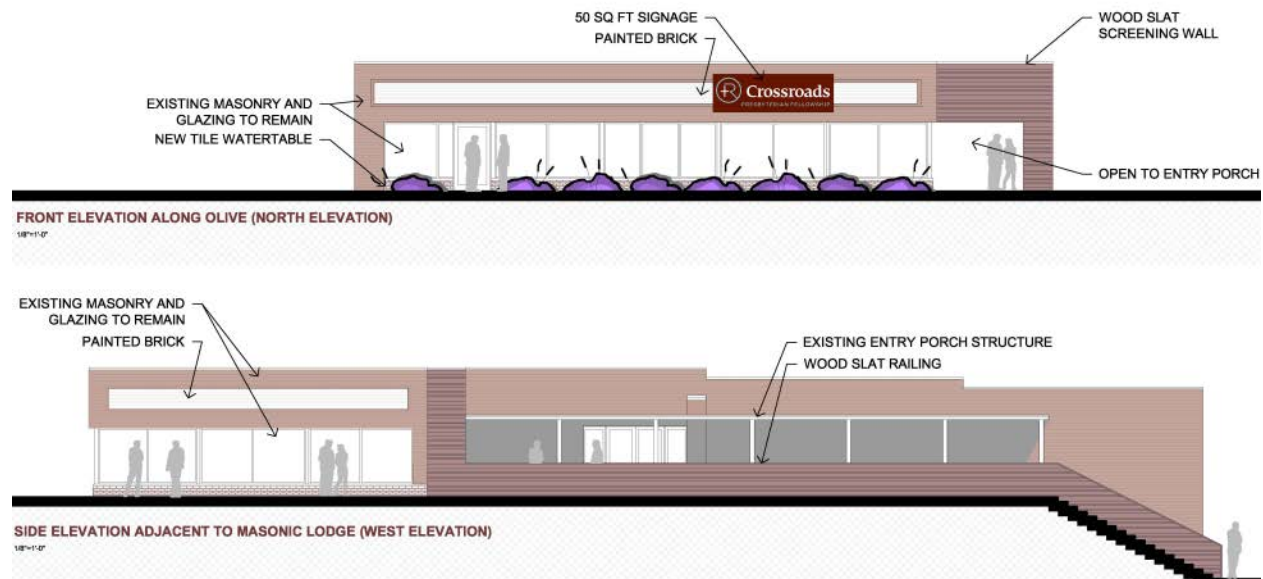
Whitney Kelly
Whitney Kelly, AICP

8/16/2013
Date

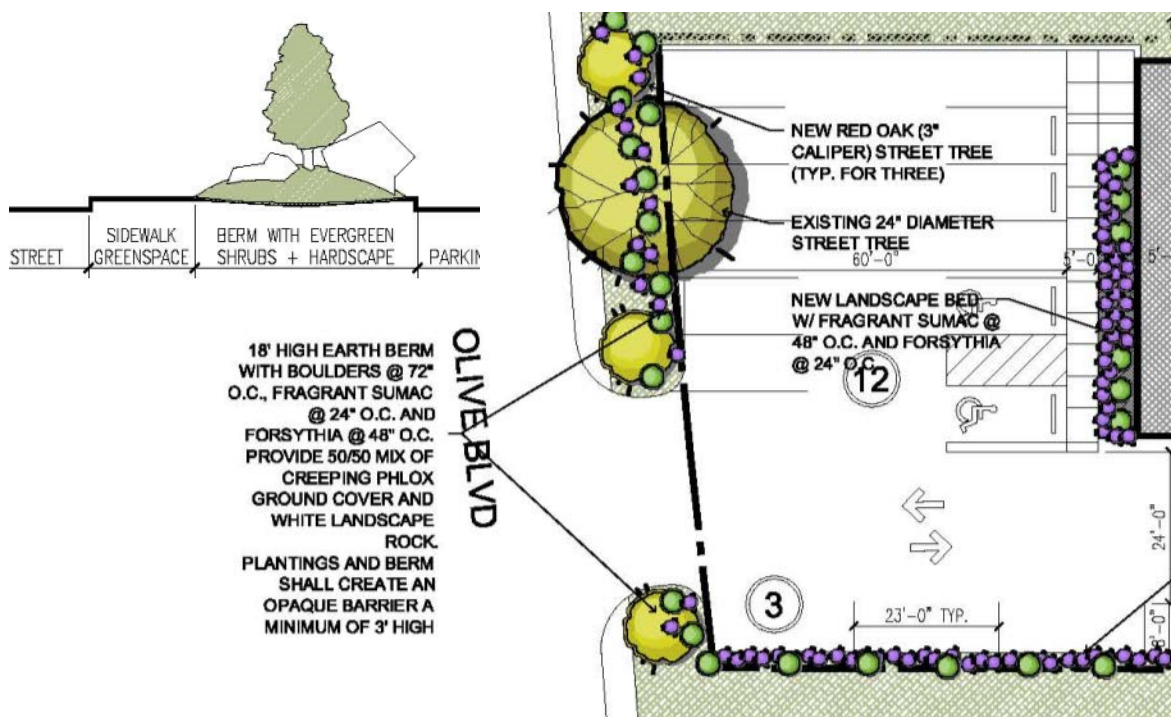
ATTACHMENTS: Applicant's Materials submitted July 19 and revised August 14, 2013
Draft Ordinance

PROPOSAL

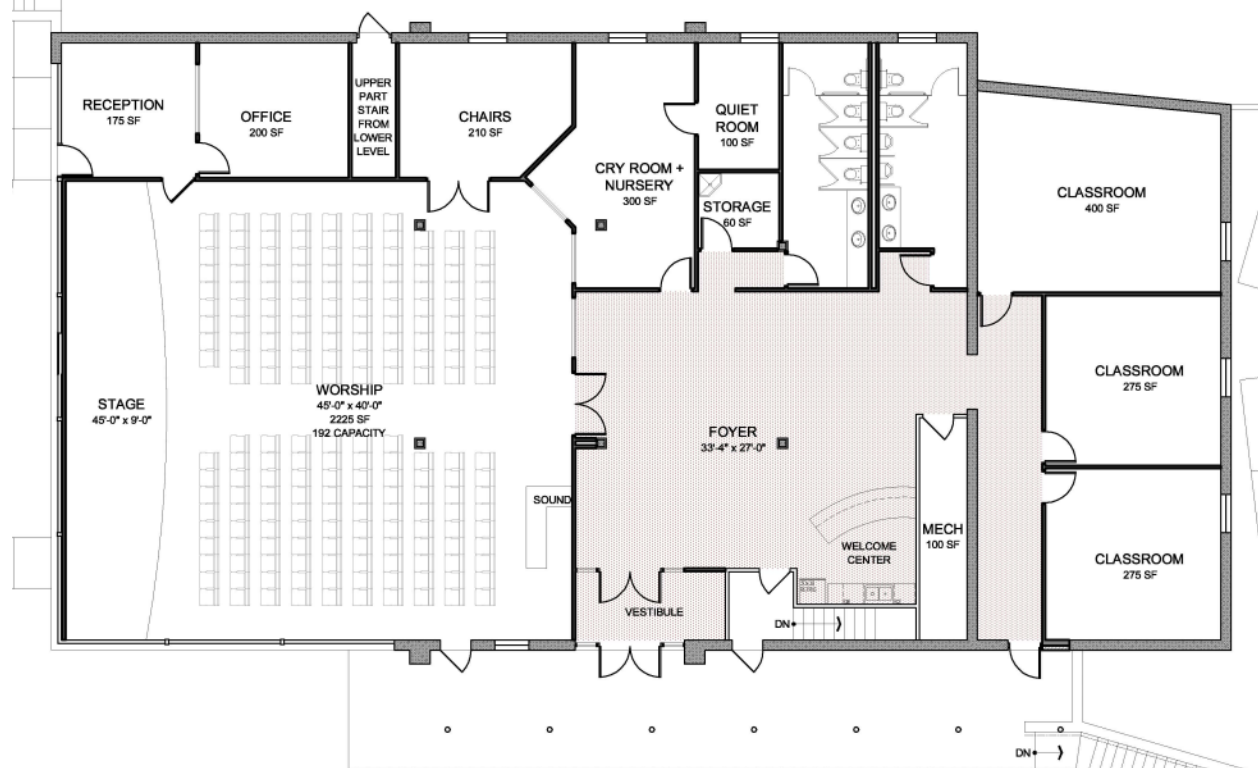
The Applicant is proposing to renovate the existing building by providing a new wood slat screening around the side canopy entrance of the building and a new tile water table below the windows along the north elevation, per the drawings below:



The applicant will also provide new landscaping along Olive Boulevard to meet with the intent of a “green line” park and provide an opaque screen along Olive Boulevard to screen the headlights, creating new islands in the rear parking, and new vinyl privacy fence along the rear property line. Below is a close up of the proposed landscaping for the front of the building:



Below is a close up of the interior remodel of the building:



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Mobile Gas Station	GC District	Olive Boulevard
South	Residential	C Single Family Residential	NA
East	Complete Music	GC District	NA
West	Masonic Lodge	GC District	NA

COMPREHENSIVE PLAN REVIEW

The subject site is located within the East Olive Corridor Action Area within the key property area two of the Comprehensive Plan that recommends that as redevelopment and new investment occurs, the area will be encouraged to remain commercial, with uses limited to neighborhood-oriented commercial. Redevelopment should be designed to protect and be compatible with the adjacent residential area. The church is located between the renovated Complete Music building and the institutional use of the Masonic Temple. Religious uses are low-intensity and neighborhood in character, which is consistent with the adjacent institutional and commercial uses and the recommendations of the Comprehensive Plan.

DESIGN GUIDELINES

The Applicant is providing significant new landscaping throughout the site and along Olive Boulevard that includes new street trees and hardscape that will meet with the intent of the “green line” recommended by the Comprehensive Plan and Design Guidelines and provide screening of the headlights along Olive Boulevard. New landscape islands are adding 620 square feet of new greenspace to the site.

Exterior improvements include a new wood-slatted screening along the existing canopy on the north and east elevations is an improvement to the building, and screens the existing mechanical equipment from view, consistent with the following Design Guidelines:

Chapter 2 / Buildings

E. Materials/Colors

- 1. Materials should have good architectural character, be durable, and be selected for their compatibility with adjoining building and properties. Natural, traditional building materials are encouraged. A preference should be given toward “green” building materials that can be recycled. Highly reflective and/or synthetic materials are discouraged.*
- 2. Exterior materials should be selected based on their durability and appropriateness for their intended function. Special attention should be given to the durability of materials used around the ground floor of the building. Preferred building materials include stone, brick, architectural precast concrete, aluminum and glass. The materials selected should require minimal maintenance. Their color should be integral to the materials and not be painted on.*

The Applicant has indicated painting over the brick within the sign band, where the Design Guidelines recommend maintaining natural materials. The Applicant has indicated that this was done in an effort to tie in the painted brick of the adjacent property to the east with this building and the brick building to the west, and highlight the brick architectural detail on the building. Ultimately it is up to the Planning and Zoning Commission Members if they find that this is an appropriate accent for the building. If the Commission members wish to allow for the painted brick, Staff recommends that the color be consistent with the light grey of the adjacent building. A condition of approval for the color will need to be included in the draft ordinance.

One concern relates to the follow design guideline:

Chapter5 / Miscellaneous

C. Utilities

- 1. All on-site utilities (electric, telephone, cable TV) shall be installed underground. Surface transformer switching pads shall be located and screened to be unobtrusive.*

Currently, there is an above-ground utility line servicing the building. Therefore, Staff also recommends a condition of approval requiring the undergrounding of the utilities on site per the Design Guidelines above.

PEDESTRIAN PLAN REVIEW

The Pedestrian Plan provides various service and design expectations for a complete pedestrian system in the city. The Pedestrian Plan identifies Olive Boulevard as a primary street with a

recommended sidewalk corridor width of 15 feet, with the street trees between the street and the sidewalk (page A-17). The subject property has an existing five-foot wide sidewalk that abuts the curb. Since the Applicants are proposing to utilize the site as is, a new sidewalk is not currently proposed. The front parking lot directly abuts the north property line, that is approximately 10 feet from the sidewalk and there is no cross-access to the adjacent properties. As was discussed with the site development plan for the adjacent property, Complete Music, a sidewalk easement should be recorded now in the event that any future redevelopment allows for moving the sidewalk further away from Olive Boulevard and for providing cross-access to the adjacent properties. The draft ordinance, therefore includes similar easement requirements as 11100 Olive Boulevard:

- Prior to issuance of any building permits related to the approved plan, the property owner shall record the following easements in a form approved by the City Attorney:
 1. A cross-access easement to the adjacent properties to the east and west allowing access over the north half of the shared property boundary.
 2. A sidewalk and pedestrian easement within an area adjacent to the northern property line, to match with the already recorded access easement of the adjacent property at 11100 Olive Boulevard to allow for pedestrian access and placement of a six-foot wide sidewalk.

ZONING REVIEW

Churches are permitted with conditions in all zoning districts within the city. As the applicant is utilizing the existing building with only cosmetic changes, zoning review is limited to the parking lot improvements:

Parking

Parking regulations for places of worship and other places of public assembly are discussed under Section 405.820(B)(3) Required Off-Street Parking Spaces for one space for each four seats. The proposed floor space indicates 192 seats, thus requiring 48 spaces, where the site plan indicates 46 spaces are provided. Staff therefore has included a condition that maximum seating will be limited to 184 seats.

Landscaping

The site has pre-existing non-conforming site coverage. As indicated in the attached site survey, the existing parking lot along the west property line extends over the property line onto the adjacent property. The Applicant is proposing to remove some of the asphalt to provide for a greenspace buffer between the properties, in addition to providing new landscape islands in the rear parking lot, that is consistent with the requirements of Section 405.540(F)(3) which requires a minimum of 10 square feet of interior landscaped for each 350 square feet of paved area within the parking lot and aisles. Of the 20,500 sq. ft. of paved area, 585.7 square feet of landscaped islands are required, with 620 square-feet proposed. Thus the applicant is decreasing the degree of the nonconforming nature of the property from 90.9% to 88.4% site coverage. However, the landscape plan did not indicate that an underground irrigation system will be installed, so a condition of approval includes such per Section 405.540(F)(10) that states:

“All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. In order to present a healthy, neat and orderly appearance, all landscaped areas including interior parking lot islands and grass areas shall be provided with adequate irrigation for the maintenance of

grass, shrubs, ground covering and other landscaping. An underground irrigation system shall be installed, operated and maintained to meet the intent of this Section. Such systems shall be required for all new developments and redevelopments projects. For sites proposing additions and/or expansions, an underground irrigation system shall be installed, operated and maintained to meet the intent of this Section, where physically practical and reasonable, as determined by the Planning and Zoning Commission.”

Lighting

The Applicant will be adding two new parking lot lights in the rear parking lot, one new fixture in the front parking lot along the north property line, and replacing all of the existing building lighting. All fixtures are downcast and fully shielded, and should meet with the illumination requirements below, as well as with Section 405.680 where lighting shall not be cast upon an adjacent property or right-of-way nor shall glare be emitted from an illuminant source:

SECTION 405.810: DESIGN AND MAINTENANCE STANDARDS

4. *Lighting. Any off-street parking or loading area used between 6:00 P.M. and 6:00 A.M. shall contain a system of lighting to provide an adequate standard of at least one (1) foot-candle of illumination over the area of the parking area to be used. All lighting shall be arranged to deflect, shade and focus lights away from adjacent properties, shall be designed so as not to create more than one (1) foot-candle of illumination at any property boundary abutting a residential zoning district and shall comply with all provisions of Section 405.680. Any land use which utilizes an off-street parking or loading area between 6:00 P.M. and 6:00 A.M. an average of less than four (4) days per month may be exempted from this requirement by the Planning and Zoning Commission.*

RECOMMENDATION

Based on the above analysis, the request for a conditional use permit can meet all of the applicable requirements of the Comprehensive Plan and the Zoning Ordinance with the conditions identified by staff. Conditions listed below stipulate these modifications but are otherwise, customary conditions that are consistent with prior approvals for a church which are included in the draft ordinance:

- The conditional use permit shall be for the operation of 6,817 square foot square-foot, religious organization at 11118 Olive Boulevard with a maximum of 184 seats.
- The site shall be developed and maintained in conformance with the “Site Development Plan for Crossroads Presbyterian Fellowship” and “Landscape Plan for Crossroads Presbyterian Fellowship” prepared by Clinton Enyeart, last dated August 14, 2013.
- Prior to issuance of any building permits related to the approved plan, the property owner shall record the following easements in a form approved by the City Attorney:
 - A cross-access easement to the adjacent properties to the east and west allowing access over the north half of the shared property boundary.
 - A sidewalk and pedestrian easement within an area adjacent to the northern property line, to match with the already recorded access easement of the adjacent property at 11100 Olive Boulevard to allow for pedestrian access and placement of a six-foot wide sidewalk.
- The applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the

North and East Building Elevations for Crossroads Presbyterian Fellowship last dated July 19, 2013 as bound together and submitted in conjunction with Application #13-031.

- The applicant is required to submit a Site Improvement Permit application, showing all exterior improvements, as required by Section 420.070 of the Land Disturbance Code. The permit application shall be in substantial conformance with the “Landscape Plan for Crossroads Presbyterian Fellowship” last dated August 14, 2013 as bound together and submitted in conjunction with Application #13-031, except per the conditions below.
- The Applicant shall underground the customer service utilities on site.
- All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards. An underground irrigation system shall be installed to meet with the requirements of Section 405.540(F)(10) of the Zoning Code.
- All lighting shall be in conformance with Section 405.680, Lighting, of the Zoning Code.
- All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
- Any mechanical equipment installed for the site shall be properly screened with approved materials.
- 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.

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 #13-031 for a Conditional Use Permit for Crossroads Presbyterian Fellowship located at 11118 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of August 19 2013” (conditions may be added, eliminated, or modified by preceding motion).

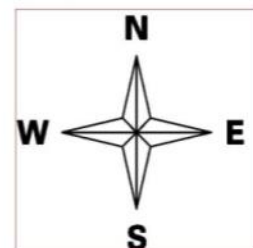
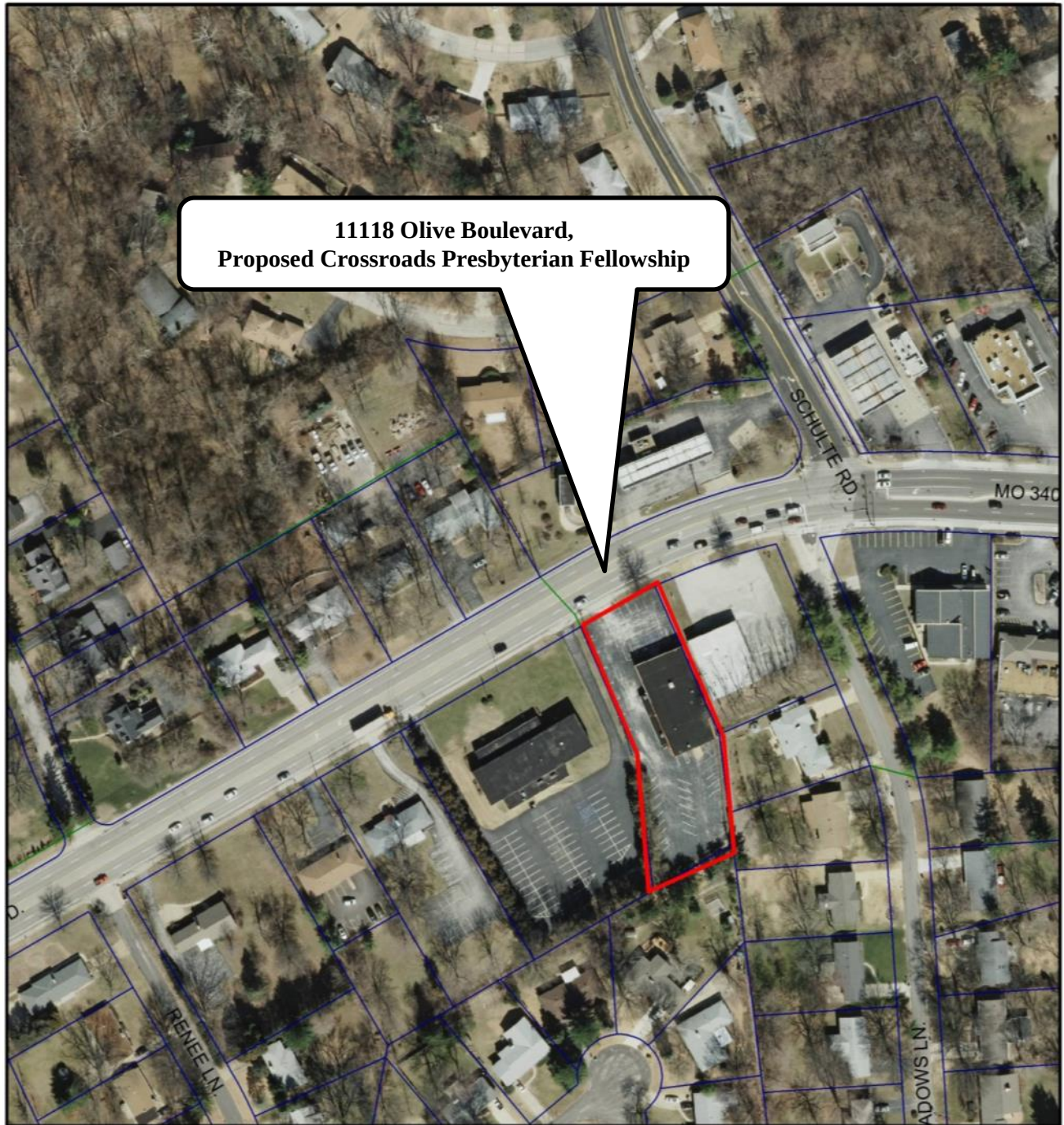
APPENDIX 1: COMPREHENSIVE PLAN

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.

Aerial Photo



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date: 08/13/2013
	Description: View of the existing building looking southeast from Olive Boulevard.
	Description: View of the west elevation looking north from the rear parking lot at the existing canopy structure.
	Description: View of the rear of the building looking north from the rear parking lot.



Description: View looking south along the east property line. Note the grade change between the subject property and the adjacent property to the east.



Description: View of the adjacent property to the west, the Rose Hill Masonic Temple.



Description: View of the commercial development across Olive Boulevard.



city of **CREVE COEUR**
PLANNING DIVISION

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

PLANNING AND ZONING COMMISSION AGENDA APPLICATION
CONDITIONAL USE PERMIT

PLEASE COMPLETE FRONT AND BACK PAGES

Applicant:	Applicant's Representative (if applicable):
<u>Daniel Song</u> Name	<u>CLINTON ENYEART</u> Name
<u>Crossroads Presbyterian Fellowship</u> Company (If Applicable)	<u>ST LOUIS DESIGN ALLIANCE</u> Company (If Applicable)
<u>2640 Oakview Terr</u> Address	<u>8240 SWARTHMORE CT</u> Address
<u>Maplewood, MO 63143</u> Address	<u>ST LOUIS, MO 63130</u> Address
<u>Telephone # 314-644-0030</u>	<u>Telephone # 314-863-1313</u>
<u>Fax #</u>	<u>Fax # -</u>
<u>Email: daniel@crossroadspres.com</u>	<u>Email: clintonenyart@gmail.com</u>
<u></u> Applicant's Signature	<u></u> Applicant's Representative's Signature

Property Information:	Owner's Acknowledgement (if different from applicant):
<u>11118 Olive Blvd</u> Address	<u>Name</u>
<u>Creve Coeur, MO 63141</u> Address	<u>Company (If Applicable)</u>
<u>Development Name (if any)</u>	<u>Address</u>
<u>General Commercial</u> Current Zoning	<u>Address</u>
<u>Prior CUP Approvals (if known)</u>	<u>Telephone #</u>
	<u>Fax #</u>
	<u>Email:</u>
	<u>Owner's Signature</u>

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Please see attached sheet.

Gross Floor Area – Existing and Proposed: 6817 sf

Number of Seats (for restaurant only): _____

Number of Employees at the busiest shift: Four

Hours of Operation: Sunday, 9am-11am; Mon-Fri, 9am-5pm

Current or Most Recent Use of the Property: Home decorator's outlet

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

Rationale

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

Submittal Checklist

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

Preferred Public Hearing Date: Monday, August 19, 2013.

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

Office Use Only

____ All Sections Complete

____ All Documents, incl. e-Copies

____ Fees Paid

Received By: _____

Date: _____

Paul Langdon, AICP, Planning Director

Whitney Kelly, AICP, City Planner

Julie Lowery, Administrative Assistant (872-2501)

Revised: 11/11

General Description of Business:

Crossroads Presbyterian Fellowship is a local church (affiliated with the Presbyterian Church in America) that is committed to share the good news of Jesus. This is done by the faithful preaching of the Scriptures and by meeting the spiritual, physical, and emotional needs of our surrounding community.

In 2003, Crossroads planted its first site in Maplewood, and since its inception, we have made concerted efforts to benefit the city. One example is our partnership with the Richmond Heights/Maplewood school district to begin Joe's Place as featured in the St. Louis Post Dispatch (http://www.stltoday.com/suburban-journals/metro/education/joe-s-place-a-place-for-the-displaced/article_16a1566a-b8bb-50da-ab80-e4998b161c6c.html). Joe's Place offers homeless teenage boys a caring home environment which has enabled them to graduate from high school and create positive futures for themselves.

In 2009, Crossroads established a second worship site in Creve Coeur with the goal of demonstrating God's care for all people just as we have done in Maplewood. Worship space, however, has been difficult to come by. We first worshipped at the AMC 12 and are currently worshipping in the Olivette Community Center.

Since 2009, we have grown in number and diversity. We have approximately 100 members comprised of 30 children, 20 college students from WashU, and 50 adults. Of the 100 members, 65% are Asian-American, 30% Caucasian, and 5% other. We have had the privilege of coming alongside the surrounding community through coaching sports leagues, volunteering at Spoede Elementary School, and providing assistance for families in need in the Ladue School District.

Rationale:

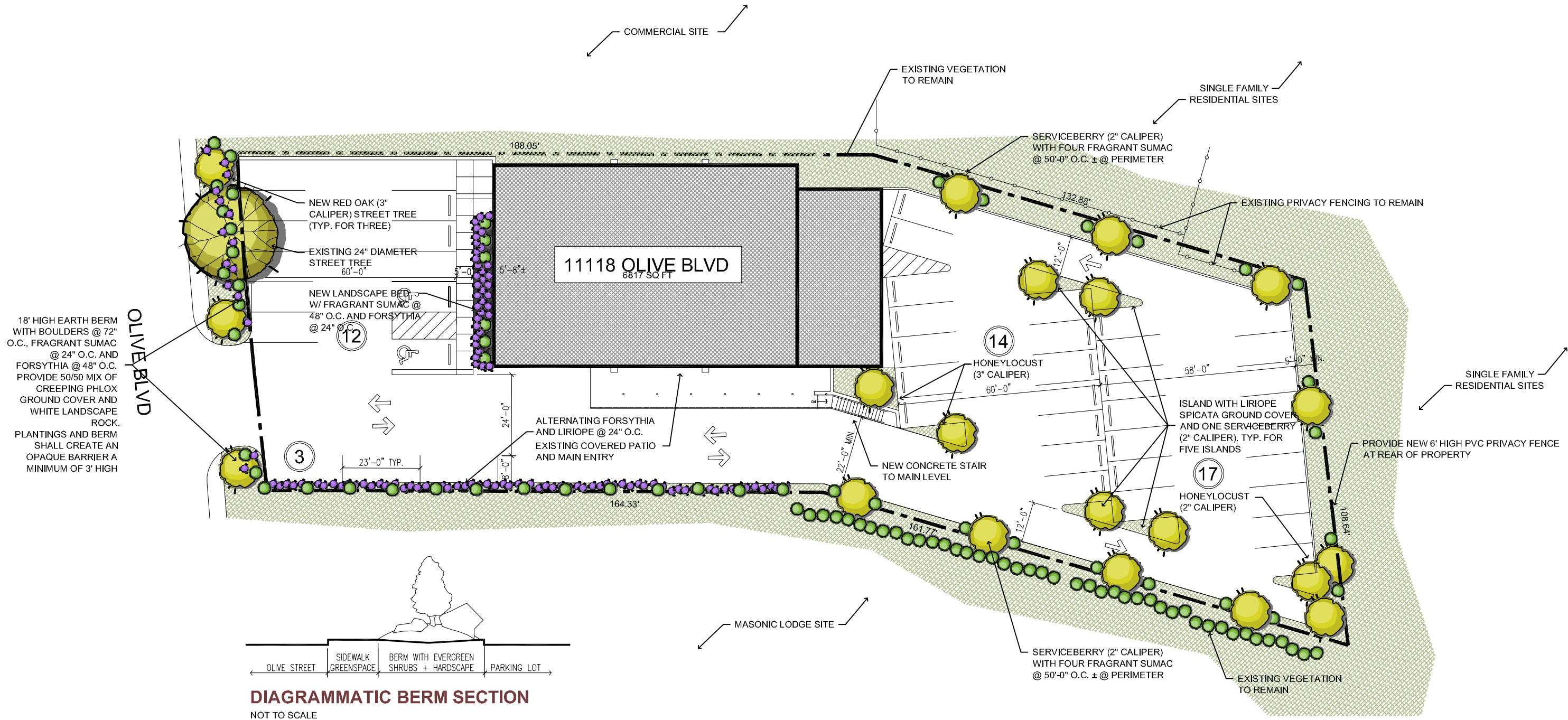
As a church that has now been in the Creve Coeur/Olivette community for the past four years, we have been committed to seeing every facet of life flourish, i.e. schools, neighborhoods, businesses, families, and much more. The approval of a conditional use permit would allow us to establish a permanent presence in the city of Creve Coeur and communicate that we are committed to seeing the city flourish.

Renting from the AMC 12 movie theatre and the Olivette Community Center for the past four years has prevented us from reaching the full potential of our mission as a church. We desire to have a consistent, visible presence in the area which could serve as a connecting point for both our members and the community as a whole. This would clearly be of great benefit to Crossroads, but we believe the approval of a conditional use permit would also serve to benefit the city of Creve Coeur in the following ways:

- Beautify and bring back to life a building that has been vacant for about eight years, which also increases security on the site.
- Promote the surrounding businesses that our members would frequent.
- Encourage existing members to continue to move into the city of Creve Coeur which has already been happening in the past year.
- Lessen the impact of the surrounding residences by erecting visual barriers.

Further, as we commit ourselves to revive and restore a building that has been vacant for so long, our plans include the following changes to the building and landscape design:

- Much of the building exterior is in good shape, with quality, long-lasting materials. Most of the existing façade will be maintained.
- The west façade will be opened up to uncover existing glazing that's been obscured by unsightly panels, and a new decorative railing will be installed to separate the building entry from the existing drive lane. This railing will extend vertically to create a screen for mechanical equipment.
- A new earth berm with plantings will line Olive Blvd., providing a visual buffer for the existing parking lot.
- Fencing will be added at the rear of the property to shield residential properties from parking lot activities.
- New fully shielded site lighting will be added to increase security and safety.
- Landscaped islands and buffer strips will be installed to break up the current monotonous expanse of asphalt.



CROSSROADS PRESBYTERIAN FELLOWSHIP

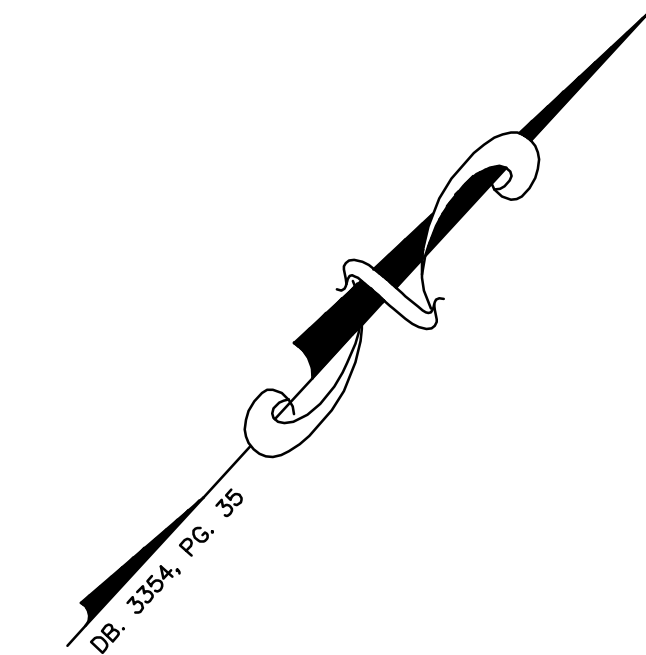
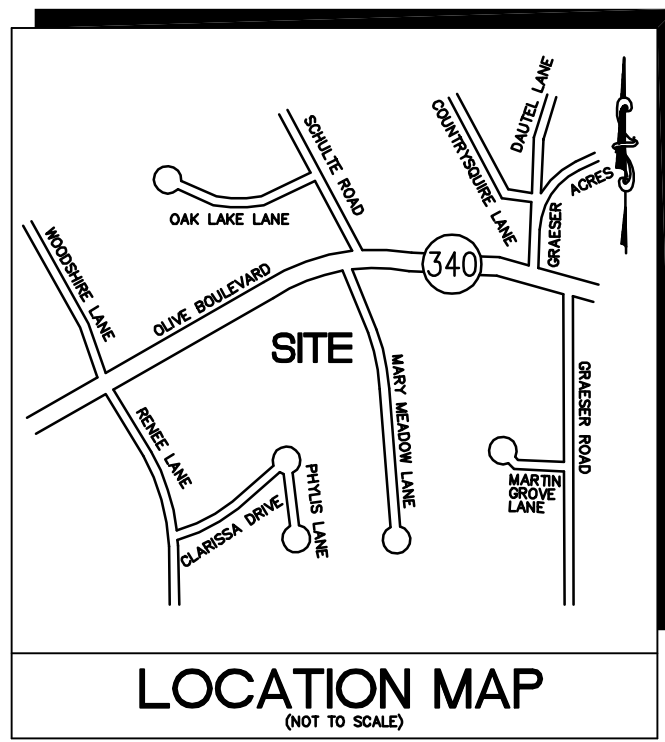
POTENTIAL NEW CREVE COEUR WORSHIP SITE - 11118 OLIVE BLVD, CREVE COEUR, MO

2

2013.08.14

"ALTA/ACSM LAND TITLE SURVEY"

A TRACT OF LAND BEING PART OF U.S. SURVEY 1962 AND ALSO PART OF SECTION 2
TOWNSHIP 45 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft

NOTES:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Investors Old Republic Title Company, File No. 0909562 with an effective date of October 2, 2009 at 8:00 a.m. for research of vesting title, easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described or referred to in the above commitment and covered herein is FEE SIMPLE, and title to there is at the effective date thereof vested in:

Fifth Third Bank

(3) Title Commitment File No. 0909562 Special Exceptions:

(a) Items No. 5 Subject to Easement(s) to The Metropolitan St. Louis Sewer District recorded in Book 5861 Page 59 and Book 7913 page 573, "SHOWN"

(b) Item No. 6 - Subject to Easement granted to Union Electric Company as recorded in Book 5735 Page 304 of the St. Louis County Records, "SHOWN"

(c) Item No. 7 Subject to Easements granted to the City of Creve Coeur recorded in Plat Book 67 page 28, "SHOWN"

(4) Subject property lies within Flood Zone "X" (areas determined to be outside the 500-year floodplain) per the National Flood Insurance Program, Flood Insurance Rate Map for St. Louis County and Incorporated Areas per Map No. 29189C0116 H with an effective date of August 2, 1995

(5) Present Zoning: "General Commercial District", City of Creve Coeur

Yard and Setback Requirements:

(a) Minimum Front Yard: No building or structure shall be located closer than ten feet (10') from a public right-of-way. In the event that parking is to be located in front of a building or structure, said building or structure shall be set back a minimum of fifty feet (50') from the right-of-way. The provisions of Section 226-26 shall prevail where applicable on major streets and highways. In every instance, the first ten feet (10') of the front yard setback from the right of way shall be provided with and maintained with sidewalks, unless approved sidewalks exist in the abutting public right-of-way, and with landscaping including, but not limited to, deciduous street trees at regular intervals.

(b) Minimum Side Yard: Twelve Feet (12')

(c) Minimum Rear Yard: Twenty Feet (20')

(d) Buffer Yard: Notwithstanding the provisions of Paragraphs 42.5(d)(3) above, any tract or site abutting or adjoining a single family residential zoning district shall provide a buffer yard of twenty feet (20') on all sides that abut the single family district. The minimum required buffer yard shall be increased in five (5') ft. increments up to a maximum of forty feet (40'), for each acre of the subject property over two (2) acres in area. All acreage shall be rounded up to the next whole number for buffer yard calculation purposes. The buffer yard shall not contain any impervious surface, and shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission.

(6) Subject property has 72 regular parking spaces and 2 handicap parking spaces. Total number of parking spaces = 74.

(7) Underground utilities and facilities have been located from survey and record information, and their location and size should be considered as approximate only.

(8) There is no observable evidence of earth moving work, building construction or building additions within recent months.

(9) There is no changes in street right-of-way lines, either completed or proposed, and available from the controlling jurisdictions.

(10) There is no observable evidence of recent street or sidewalk construction or repairs.

(11) There is no observable evidence of site use as a solid waste dump, sump, or sanitary landfill.

(12) () denotes record information.

(13) Basis of bearings: Bearing of North 7 degrees 45 minutes 00 seconds West along Southwestern line of subject property adopted from Deed Book 3354 Page 35.

(14) Square footage of buildings was calculated from outside dimensions approximately five feet (5') above grade for the first floor only.

LEGEND

EXISTING SANITARY SEWER
EXISTING STORM SEWER
EXISTING TREE
EXISTING BUILDING
EXISTING CONTOUR
SPOT ELEVATION
EXISTING UTILITIES
FOUND 1/2" IRON PIPE
SET COTTON PICKER SPINDLE
FOUND CROSS
FOUND STONE
FIRE HYDRANT
LIGHT STANDARD
BUSH
SIGN
NOTES PARKING SPACES
BUY WIRE
POWER POLE
WATER VALVE
DENOTES RECORD INFORMATION
HANDICAPPED PARKING

ABBREVIATIONS

C.O. - CLEANKUT
DB. - DEED BOOK
E - ELECTRIC
FL - FLOWLINE
FT - FEET
FND. - FOUND
G - GAS
M.H. - MANHOLE
N/F - NOW OR FORMERLY
PB. - PLAT BOOK
PG. - PAGE
P.V.C. - POLYVINYL CHLORIDE PIPE
R.C.P. - REINFORCED CONCRETE PIPE
SQ. - SQUARE
T - TELEPHONE CABLE
V.C.P. - VENTRIED CLAY PIPE
W - WATER
(86'W) - RIGHT-OF-WAY WIDTH

LEGAL DESCRIPTION

Parcel 1: A tract of land in US Survey 1962, Township 45 North, Range 5 East, in St. Louis County, Missouri and described as follows:

Beginning at a point in the South line of Olive Street Road, 60 feet wide distant 152.50 feet, South 84 degrees 36 minutes West from an old stone set at the Northeast corner of property conveyed to John F. Krenner by deed recorded in Book 380 Page 116 as said property is shown on survey in survey Record Book 10 Page 286; thence South 67 degrees 07 minutes West along the South line of Olive Street Road, 150 feet to a point; thence South 22 degrees 53 minutes East 200 feet to a point; thence North 67 degrees 07 minutes East 150 feet to a point; thence North 22 degrees 53 minutes West 200 feet to the point of beginning. Excepting therefrom that part conveyed to the State of Missouri for the widening of Olive Street Road by deed recorded in Book 5437 Page 110.

Parcel 2: A tract of land situated in US Survey 1962 and partly in Section 2, Township 45 North, Range 5 East and described as follows:

Beginning at a point in the Southeast line of Olive Street at the Northwest corner of property conveyed to Garrett H. Lamb and wife by deed recorded in Book 3354 Page 35 of the St. Louis County Records; thence along the Southeast line of Olive Street Road, North 59 degrees 15 minutes East 93.10 feet and North 67 degrees 07 minutes East 7.57 feet to a point; thence South 23 degrees 51 minutes East 204.57 feet to a point; thence South 7 degrees 45 minutes East 132.88 feet to the Northeast corner of Lot 34 of Win-Dan Meadows, a subdivision the plat of which is recorded in Plat Book 69 Page 21 of the St. Louis County Records; thence along the Northern line of said Lot 34, South 59 degrees 15 minutes West 108.64 feet to a corner of property so conveyed to Lamb and wife as aforesaid; thence along Lamb's Western line North 7 degrees 45 minutes West 161.77 feet and North 23 degrees 51 minutes West 179.07 feet to the point of beginning, being part of a larger parcel of land shown on a survey thereof executed by the Elbert Surveying Company during the month of November, 1953. Excepting therefrom that part of captioned property conveyed to the State of Missouri by deed recorded in Book 5437 Page 110 of the St. Louis County Records.

SURVEYOR'S CERTIFICATION

To: Fifth Third Bank (St. Louis), a Michigan banking corporation and Old Republic Title Company.

This is to certify that this map or plat and the survey on which it was based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and NSPS in 2005, and include items 1-6, 7(a), 7(b), 7(c), 8-10, 11(b), and 13 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Missouri, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC NO. 222-D

By: Daniel Ehlmann, Missouri P.L.S. No. 2215

"ALTA/ACSM LAND TITLE SURVEY"
OLIVE BLVD. & MARY MEADOW LANE

STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Chesterfield Business Center
St. Louis, MO 63005
PH: (636) 530-9100
FAX: (636) 530-9130
e-mail: general@stockeng.com
Web: www.stockassoc.com

DRAWN BY: J.K. DATE: 11/6/09 CHECKED BY: D.M.E. DATE: 11/6/09 JOB NUMBER: 209-4521 SHEET: 1 OF 1

PREPARED FOR:
OLD REPUBLIC TITLE COMPANY
C/O MR. JIM DAVIS
9645 CLAYTON RD.
ST. LOUIS, MO. 63124
PHONE: 314 692-8565



EXISTING FRONT ELEVATION
NOT TO SCALE



EXISTING INTERIOR
NOT TO SCALE



EXISTING NORTHWEST CORNER
NOT TO SCALE

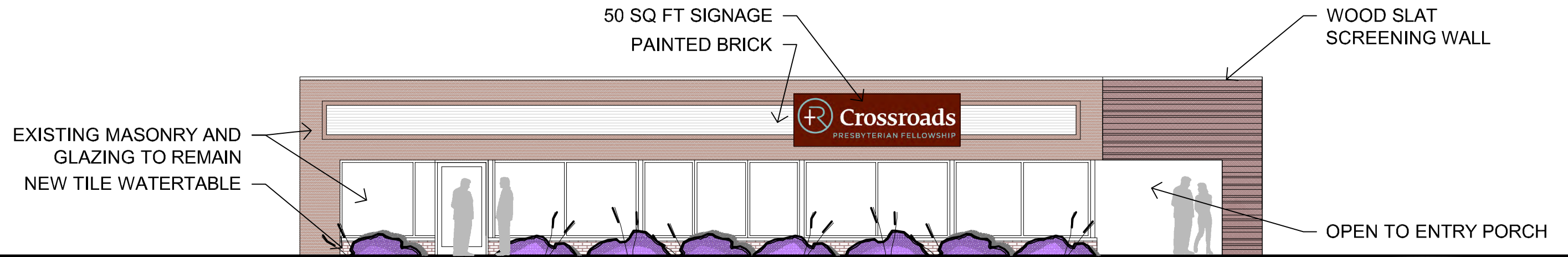


EXISTING REAR ELEVATION
NOT TO SCALE



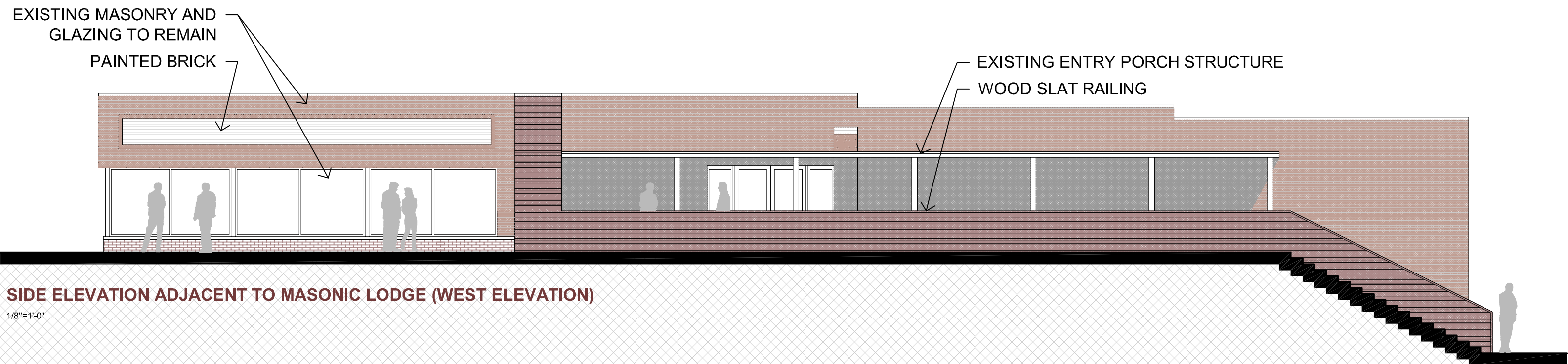
CROSSROADS PRESBYTERIAN FELLOWSHIP

POTENTIAL NEW CREVE COEUR WORSHIP SITE - 11118 OLIVE BLVD, CREVE COEUR, MO



FRONT ELEVATION ALONG OLIVE (NORTH ELEVATION)

1/8"=1'-0"



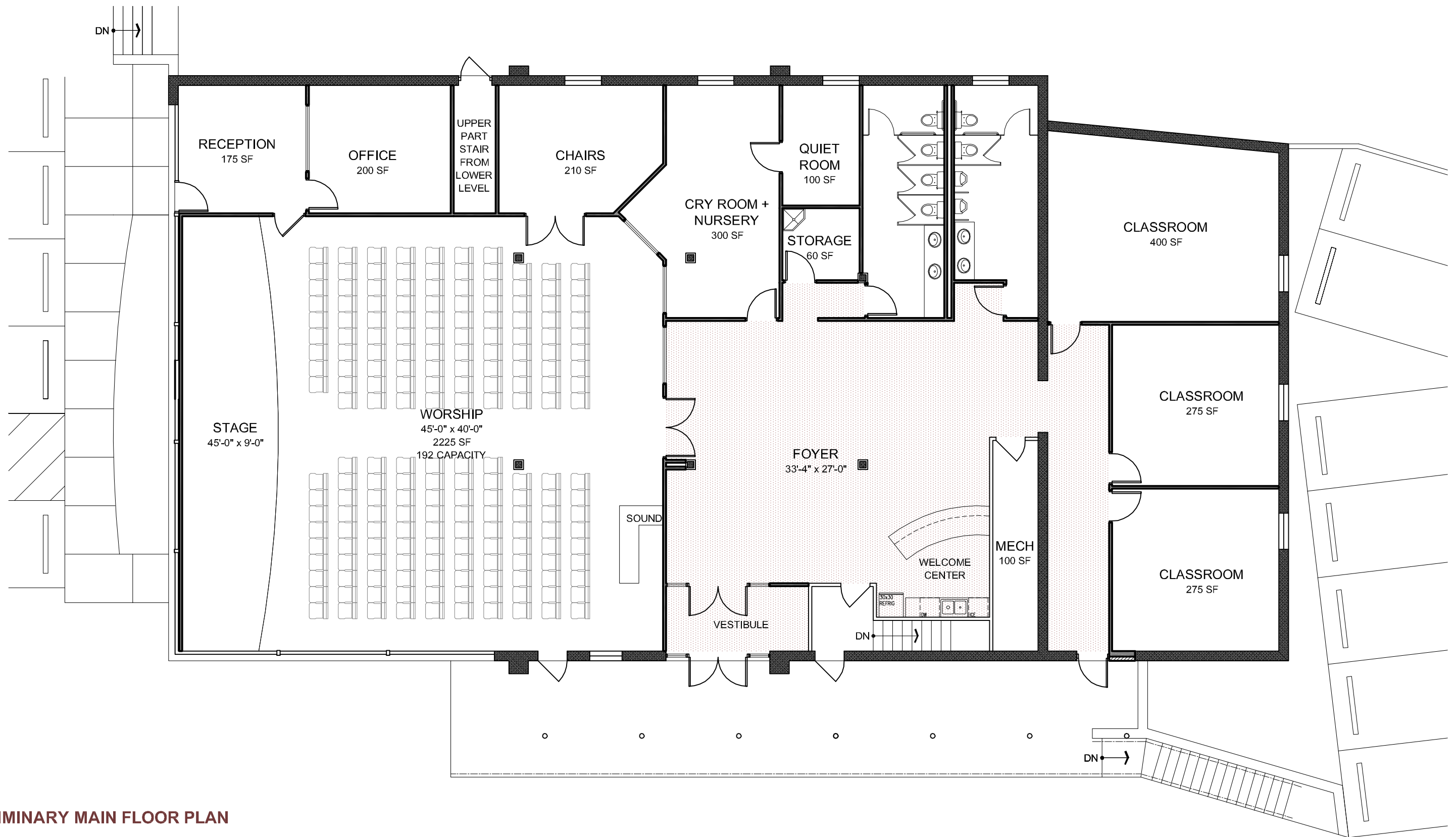
SIDE ELEVATION ADJACENT TO MASONIC LODGE (WEST ELEVATION)

1/8"=1'-0"

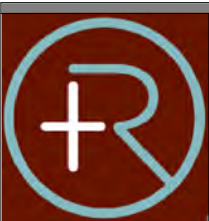


CROSSROADS PRESBYTERIAN FELLOWSHIP

POTENTIAL NEW CREVE COEUR WORSHIP SITE - 11118 OLIVE BLVD, CREVE COEUR, MO



PRELIMINARY MAIN FLOOR PLAN
1"=10'-0"



CROSSROADS PRESBYTERIAN FELLOWSHIP

POTENTIAL NEW CREVE COEUR WORSHIP SITE - 11118 OLIVE BLVD, CREVE COEUR, MO

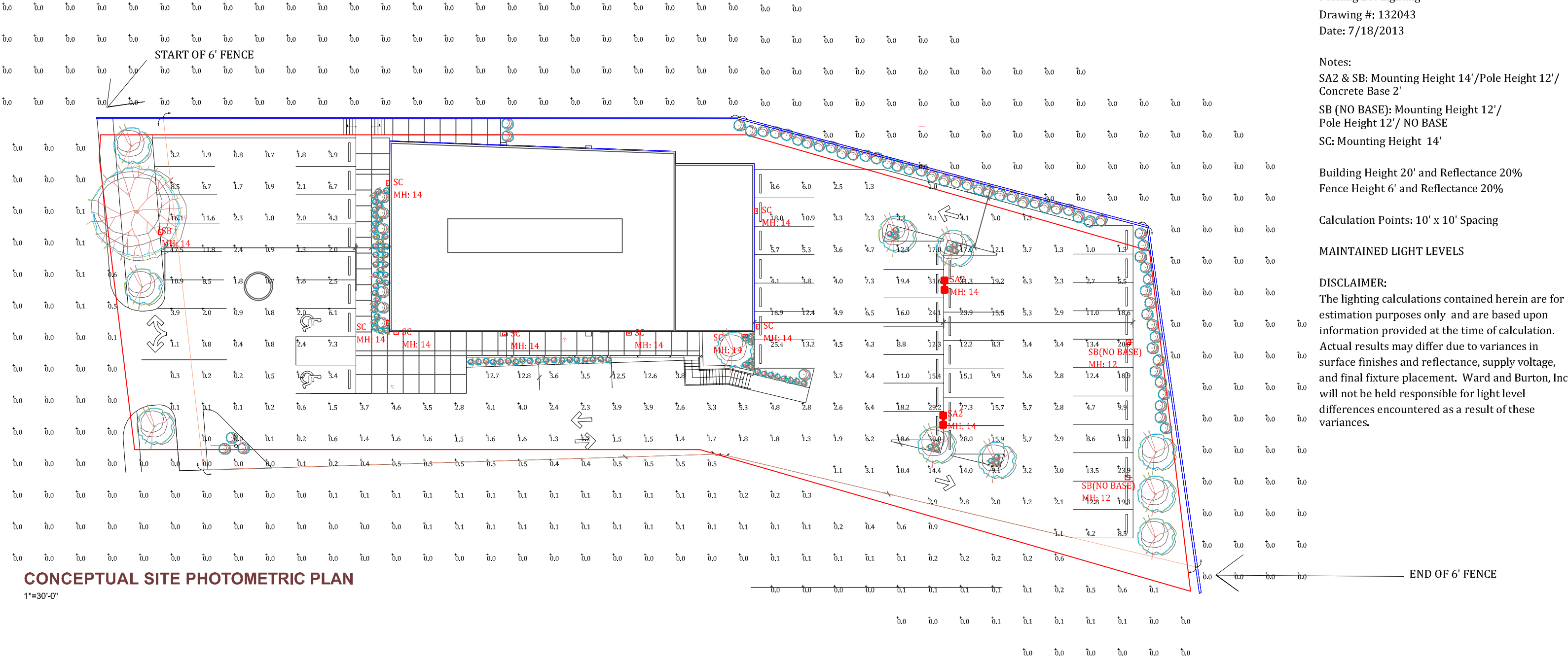
Notes:
SA2 & SB: Mounting Height 14'/Pole Height 12'/
Concrete Base 2'
SB (NO BASE): Mounting Height 12'/
Pole Height 12'/ NO BASE
SC: Mounting Height 14'

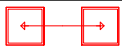
Building Height 20' and Reflectance 20%
Fence Height 6' and Reflectance 20%

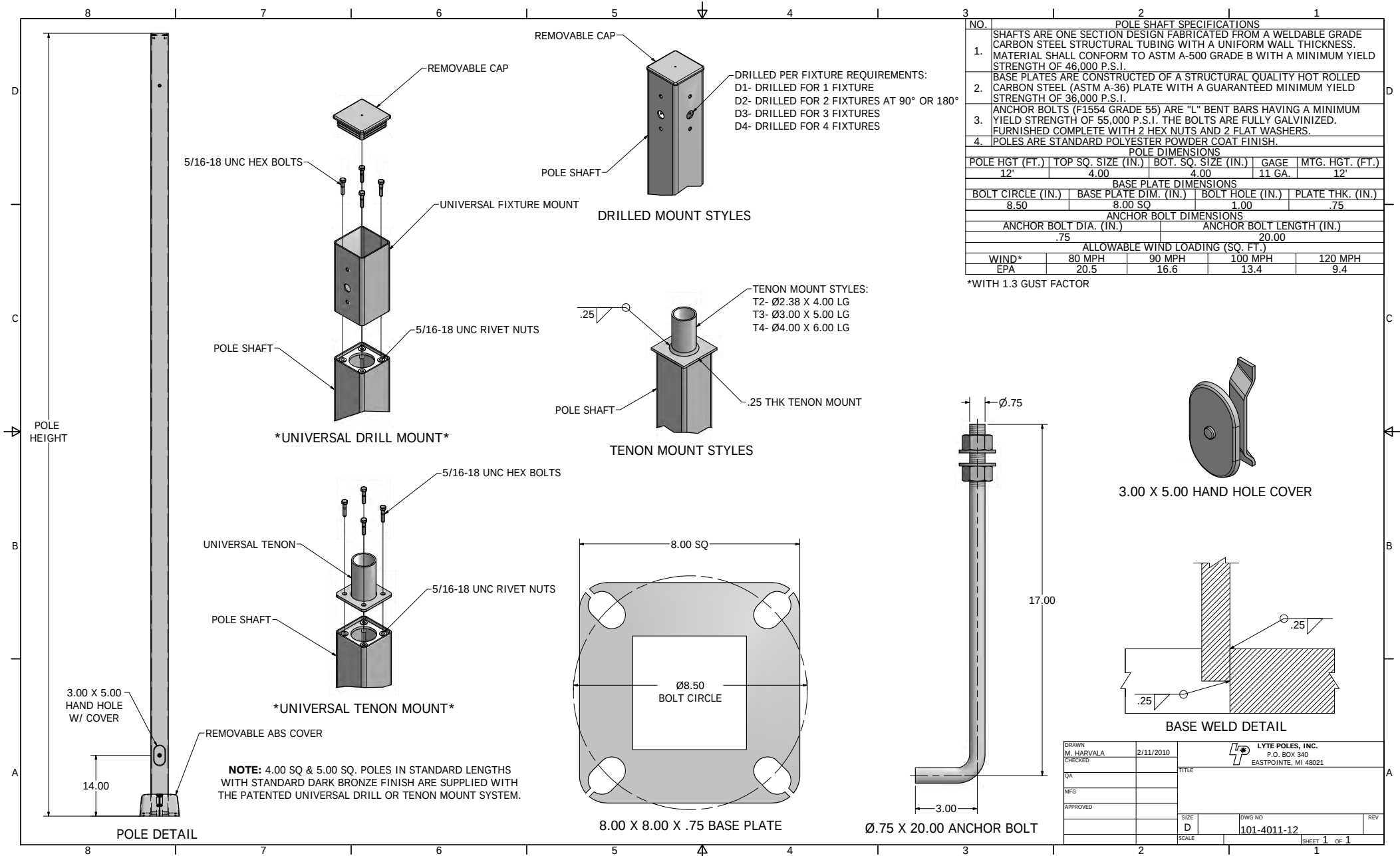
Calculation Points: 10' x 10' Spacing

MAINTAINED LIGHT LEVELS

DISCLAIMER:
The lighting calculations contained herein are for
estimation purposes only and are based upon
information provided at the time of calculation.
Actual results may differ due to variances in
surface finishes and reflectance, supply voltage,
and final fixture placement. Ward and Burton, Inc.
will not be held responsible for light level
differences encountered as a result of these
variances.



Luminaire Schedule							Calculation Summary							
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description	Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
	2	SA2	BACK-BACK	30000	0.750	EMCO AVA-2-F-320PSMH-VOLTS-BRP/LYTE POLES 101-4011-12-D2@180-DB	Parking Lot	Illuminance	Fc	6.72	31.6	0.0	N.A.	N.A.
	1	SB	SINGLE	30000	0.750	EMCO AVA-1-F-320PSMH-VOLTS-BRP-EHS/LYTE POLES 101-4011-12-D1-DB	SPILL LIGHT BEHIND CHURCH	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
	2	SB(NO BASE)	SINGLE	30000	0.750	EMCO AVA-1-F-320PSMH-VOLTS-BRP-EHS/LYTE POLES 101-4011-12-D1-DB	SPILL LIGHT RESIDENTIAL	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
	8	SC	SINGLE	30000	0.750	DAYBRITE WTL320PMT-FWT-LP	SPILL LIGHT STREET	Illuminance	Fc	0.10	0.9	0.0	N.A.	N.A.



Job:
Type:
Notes:

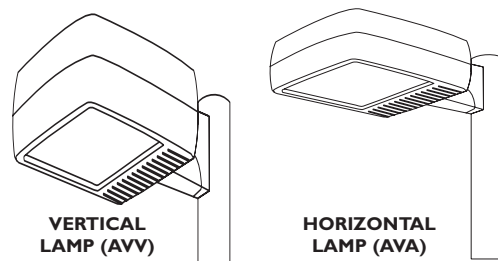
Emco

Avalume

Page 1 of 3

Horizontal and Vertical Lamp

The Avalume is a rectilinear area luminaire defined by its sleek rounded profile and rugged construction. The housing is one-piece, die cast aluminum and mounts directly to a pole or wall without need of a separate support arm. The optical systems provide IES Types III, IV and V distributions. Vertical lamp luminaires feature vertical lamp position for minimized direct downlight and maximum performance. The door frame is single-piece die cast aluminum and retains an optically clear tempered flat glass lens. The luminaire is completely sealed and gasketed preventing intrusion from moisture, dust and insects. Avalume luminaires are finished with a fade and abrasion resistant TGIC powdercoat. Flat glass lens luminaires provide full cutoff performance.



PREFIX	MOUNTING	DISTRIBUTION	WATTAGE	VOLTAGE	FINISH	OPTIONS

Enter the order code into the appropriate box above. Note: Philips Gardco reserves the right to refuse a configuration. Not all combinations and configurations are valid. Refer to notes below for exclusions and limitations. For questions or concerns, please consult the factory.

PREFIX

AVA Avalume Horizontal Lamp Luminaire
AVV Avalume Vertical Lamp Luminaire

MOUNTING

1 Single Pole Mount
2 Twin Pole Mount at 180°
2@90 Twin Pole Mount at 90°
3 3-way Pole Mount at 90°
3@120° 3-way Pole Mount at 120°
4 4-way Pole Mount
W Wall Mount
WS Wall Mount with Surface Conduit

DISTRIBUTION

Horizontal Lamp Luminaires (AVA) Only

3 IES Type III
F IES Type IV Forward Throw
5 Type V
MTS Medium Throw with Solite™ Lens (Fluorescent only.)

Type 3 reflectors ship as Type F. Removal of an insert converts the reflector to Type 3.

Vertical Lamp Luminaires (AVV) Only

3V IES Type III
FV IES Type IV Forward Throw
5V IES Type V

Type 3V reflectors ship as Type FV. Removal of an insert converts the reflector to Type 3V. Type 3V/FV optics are rotatable in 90° increments.

WATTAGE

Pulse Start MH Magnetic Ballast	100MH¹	250PSMH [Ⓔ]	350PSMH¹ [Ⓔ]
	150MH¹	250PS90^{**} [Ⓔ]	400PSMH¹ [Ⓔ]
	175PSMH [Ⓔ]	320PSMH¹ [Ⓔ]	
Standard MH Magnetic Ballast	175MH[*]	250MH[*]	400MH^{1,*}
High Pressure Sodium Magnetic Ballast	150HPS	250HPS	400HPS
Compact Fluorescent	(3)42TRF^{2,3,4}		

* 175MH, 250MH and 400MH not available for sale in the United States.

** 250 watt Pulse Start Metal Halide with a 90% efficient magnetic ballast. Complies with California Title 20 effective 1/1/2010. Available in 120, 208, 240 or 277V only.



Wattages marked with Circle "E" meet federal energy efficiency standards applicable to 150 watt through 500 watt metal halide luminaires only.

VOLTAGE

120 **UNIV** (AVA only, Fluorescent only.)
208 Accepts 120V through 277V, 50hz to 60hz input.
240
277
347
480

1. Requires mogul base lamps.

2. Fluorescent luminaires feature electronic ballasts that accept 120V through 277V, 50hz to 60hz, input. Specify "UNIV" voltage for 120V through 277V.

3. Fluorescent available in AVA luminaires only, MTS optics only.

4. Fluorescent luminaires not available in 347V or 480V.

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79115-43/0112

PHILIPS



FINISH

BRP	Bronze Paint
BLP	Black Paint
NP	Natural Aluminum Paint
WP	WhitePaint
OC	Optional Color Paint Specify Optional Color or RAL ex: OC-LGP or OC-RAL7024.
SC	Special Paint Specify. Must supply color chip.

OPTIONS⁵

HS⁶	External House Side Shield
LF⁷	In-Pole/In-Line Fusing
PC⁸	Photocontrol Receptacle with Photocontrol
PCR	Photocontrol Receptacle
MF⁹	Mast Arm Fitter
PTF2	Pole Top Fitter 2.375" X 4"
PTF3	Pole Top Fitter 3" - 3.5" X 6"
PTF4	Pole Top Fitter 3.5" - 4" X 6"
QS¹⁰	Quartz Standby
QST¹⁰	Quartz Standby - Timed Delay
Q924¹⁰	Quartz Emergency
QT924¹⁰	Quartz Emergency - Timed Delay
WG	Wire Guard
POLY¹¹	External Polycarbonate Shield
TB	Terminal Block

5. Luminaires shipped complete from stock require field installation of all options.

6. Supplied standard in black only.

7. Kit includes In-Line Fuses.

8. Not available with 480V.

9. Requires 2 3/8" O.D. Mast Arm.

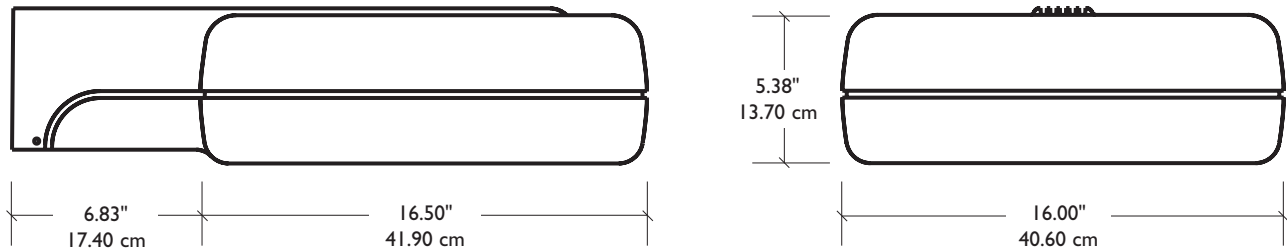
10. See QS/Q924 Table.

11. 250 watt maximum.

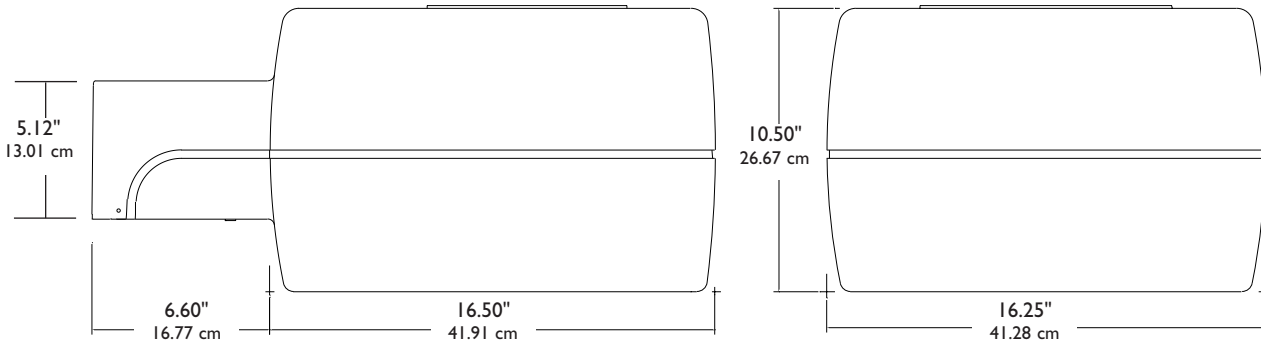
(Note 10) QS / Q924 Table	
HID Lamp Watts	Maximum Quartz Lamp Watts
175 watts or less	100 Watts
Above 175 watts up to 400 watts	150 Watts
QS, QST, Q924 and QT924 options not available with 480V.	

DIMENSIONS AND EPA

AVALUME HORIZONTAL (AVA)



AVALUME VERTICAL (AVV)



Avalume Horizontal (AVA)	Effective Projected Area (EPA)			Approximate Weight / Single
	Single	Twin	3/4	
Flat Lens	1.1 ft ² .10 m ²	2.2 ft ² .20 m ²	2.7 ft ² .25 m ²	35 lbs 15.9 kg
With External House Side Shield	1.2 ft ² .11 m ²	2.2 ft ² .20 m ²	3.2 ft ² .30 m ²	

Avalume Vertical (AVV)	Effective Projected Area (EPA)			Approximate Weight / Single
	Single	Twin	3/4	
Flat Lens	1.3 ft ² .13 m ²	2.6 ft ² .25 m ²	3.23 ft ² .31 m ²	46 lbs 20.9 kg
With External House Side Shield	1.54 ft ² .15 m ²	2.82 ft ² .27 m ²	4.36 ft ² .41 m ²	

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SPECIFICATIONS

GENERAL SPECIFICATIONS: Each Avalume luminaire is a rectilinear area luminaire defined by its sleek rounded profile and rugged construction.

HOUSING: The housing is one-piece diecast aluminum, and mounts directly to a pole or wall without the need of a separate support arm. The low profile rounded form reduces the Avalume Horizontal Lamp E.P.A. (Effective Projected Area) of the luminaire to only 1.1 square feet (0.10 square meters), and the Avalume Vertical Lamp EPA to only 1.3 square feet (0.13 square meters)

DOOR/LENS ASSEMBLY: The door frame is single-piece diecast aluminum and retains an optically clear tempered flat glass lens. The diecast aluminum lens frame hinges down from the housing and is secured by a stainless steel lanyard and hinge pin. The tempered flat glass lens is mechanically secured with four (4) retainers. The electrical and optical chambers are thoroughly sealed with an extruded one-piece memory retentive extruded silicone gasket to prevent intrusion from moisture, dust, insects and other contaminants.

OPTICAL SYSTEMS: Avalume Horizontal Lamp luminaires feature segmented reflector systems consisting of two tiers of highly specular aluminum facets, precisely aligned to achieve specific photometric distributions. Optical systems are of the fixed position type with the lampholder positioned on the arm-side of the luminaire.

Avalume Horizontal Lamp fluorescent luminaires use a Medium Throw reflector with a Solite® glass lens (MTS).

Avalume Vertical Lamp luminaires feature spun specular Alzak® and segmented reflector system consisting of highly specular aluminum facets, precisely aligned to achieve specific photometric distributions. The Type 3V/FV optical system is rotatable in 90° increments.

The position-oriented mogul base lampholder in all luminaires is glazed porcelain with a nickel plated screw shell.

ELECTRICAL: All electrical components are UL recognized and factory tested. Electronic and magnetic HID ballasts are high power factor. Magnetic HID ballasts are the separate component type. Electronic and magnetic HID ballasts are capable of providing reliable lamp starting down to -20°F / -29°C. Standard fluorescent ballasts are solid state.

FINISH: Each standard color luminaire receives a fade and abrasion resistant electrostatically applied thermally cured triglycidal isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include Bronze (BRP), Black (BLP), White (WVP), Natural Aluminum (NP). Consult factory for specifications on custom colors.

LABELS: All luminaires bear U.L. or C.U.L. (where applicable) Wet Location labels.

WARRANTY: Emco luminaires feature a 1 year limited warranty. See Warranty Information on www.sitelighting.com for complete details and exclusions.

FULL CUTOFF PERFORMANCE: Full cutoff performance means a luminaire distribution where zero candela intensity occurs at an angle at or above 90° above nadir. Additionally, the candela per 1000 lamp lumens does not numerically exceed 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

CUTOFF PERFORMANCE: Cutoff performance means a luminaire distribution where the candela per 1000 lamp lumens does not numerically exceed 25 (2.5 percent) at an angle at or above 90° above nadir, and 100 (10 percent) at a vertical angle of 80° above nadir. This applies to all lateral angles around the luminaire.

Job:
Type:
Notes:

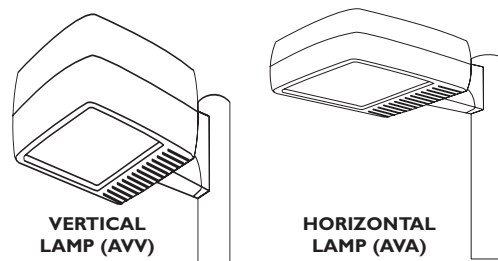
Emco

Avalume

Page 1 of 3

Horizontal and Vertical Lamp

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PHILIPS



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7. Kit includes In-Line Fuses.

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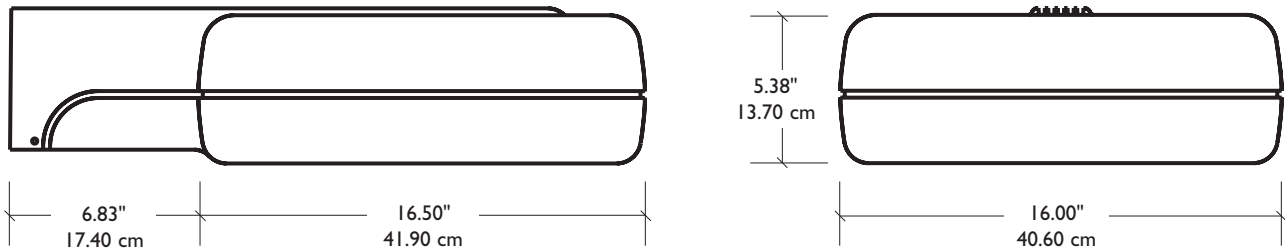
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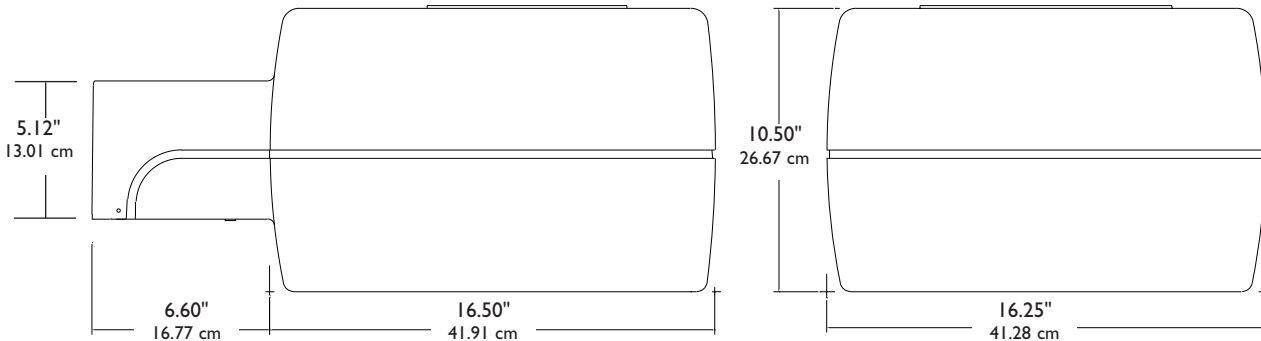
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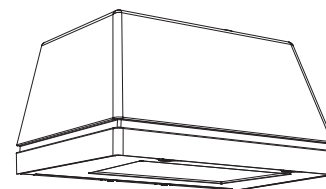
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Wall Light

WTL

Large Full Cutoff Wall Pack



Specifier's Reference

Project

Type

Model No.

Comments

application

- The WTL Large Full Cutoff Wall Light offers a sleek design and cutoff performance with a wide range of uses. It delivers the lighting needed for the exteriors of retail buildings, businesses, walkways, underpasses or entrance doors.

construction/finish

- Heavy duty die cast aluminum housing.
- Die cast aluminum door frame with tempered glass lens.
- Precision formed or segmented aluminum reflector.
- Silicone gasketing provides protection against moisture.
- Quick mount wall plate mounts directly to 3-1/2" octagon or 4" square outlet box for easy installation.
- Polyester powder finish for impact, corrosion and UV resistance.

electrical

- Certified to meet UL 1598 standards for wet location and 25°C ambient.

warranty

- 5 Year Limited Warranty.

Green Choice: WTL320PMT-PSC-LP

WTL			
Wattage		Voltage	
150 – 150 175 – 175 ¹ 200 – 200 ³¹ 210 – 210 (Philips Master Color CDM Elite 208-277V only) 250 – 250 320 – 320 ^{30,15} 350 – 350 ^{30,15} 400 – 400 ¹⁵ 26C – 26CFL ⁷² 32C – 32CFL ⁷² 42C – 42CFL ⁷²		48 – 480V MT – 120/208 240/277 TT – 120/277/347 U – Universal 120-277 volts 50 Hz or 60Hz (CFL or Electronic MH only)	
Paint Colors			
Blank – Dark Bronze Textured WT – White Textured BK – Black Textured AL – Silver Aluminum Textured NP – Gray Aluminum Textured GY – Industrial Gray Textured (Consult factory for other colors)			
Family	Lamp Source	Optics	Options
WTL	M – Metal Halide S – High Pressure Sodium P – Pulse Start Metal Halide (PSC Ballast option must also be specified) C – Compact Fluorescent Single Lamp D – Compact Fluorescent Dual Lamp	SC2 – Wide Distribution (Not available with CFL) FWT – Forward Throw	LP – Lamp with fixture PSC – Pulse Start CWA Q – Quartz Stand-by ³⁹ QEM – Quartz Emergency ⁴⁰ QTD – Quartz Time Delay ³⁹ B94G/E – Integral Emergency Ballast ⁷² B4CF1/E – Integral Cold Temp. Emergency Ballast ⁷² 2B94G/E – Two Integral Emergency Ballast and Two Standard Ballast ⁷² (26W max.) 2B4CF1/E – Two Integral Cold Temp. Emergency Ballast and Two Standard Ballast ⁷² (32W max.) PCR – Photo Control Receptacle ¹³ WEB – Metal Halide Electronic Ballast (175W Max.) MDO – Integral Motion Detector (120-277V)
Accessories (Order Separately) FDF – Double Fuse Holder only FSF – Single Fuse Holder only PC-MT – Photo Control Twist Lock, Multi-volt (must have PCR Option) PC-48 – Photo Control Twist Lock, 480 volt (must have PCR Option) PCR-SC – PCR Shorting Cap (For additional descriptions of Wall Light accessories refer to Sheet number OA-50030.)		Footnotes: ¹ Metal Halide only. ¹³ Order twist lock photo control separately. ¹⁵ Requires ED-28 size lamp for Metal Halide. ³⁰ Pulse Start Metal Halide Only. ³¹ Not available in standard Metal Halide. ³⁹ Pre-wired by factory. ⁴⁰ Requires 120 volt secondary power supply. ⁴⁵ Use with 208, 240 and 480 volt. ⁴⁶ Use with 120, 277 and 347 volt. ⁷² Compact fluorescent only.	
		General Notes: Mogul base lamp for HID. GX24q base lamp for compact fluorescent. All options are factory installed. All accessories are field installed. Data subject to change without notice.	
		Warning: Refer to and follow the lamp manufacturer's warnings and instructions.	

energy data

HIGH PRESSURE SODIUM

HX BALLAST INPUT WATTS
 150 Watt-188 Watts
 CWA BALLAST INPUT WATTS
 250 Watt-295 Watts
 400 Watt-464 Watts

METAL HALIDE

CWA BALLAST INPUT WATTS
 250 Watt-285 Watts
 400 Watt-485 Watts

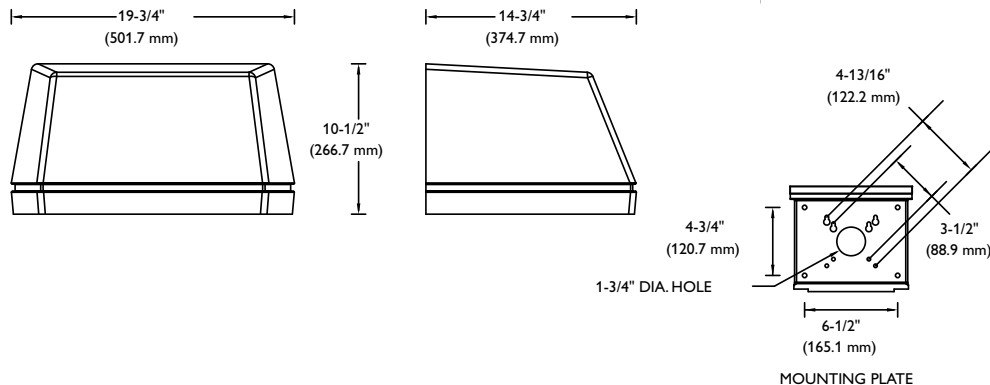
PULSE START METAL HALIDE

CWA BALLAST INPUT WATTS
 150 Watt-189 Watts
 175 Watt-210 Watts
 200 Watt-232 Watts
 250 Watt-288 Watts
 320 Watt-368 Watts
 350 Watt-400 Watts
 400 Watt-452 Watts

COMPACT FLUORESCENT

CWA BALLAST INPUT WATTS
 26 Watt-29 Watts
 32 Watt-36 Watts
 42 Watt-46 Watts
 (2) 26 Watt-55 Watts
 (2) 32 Watt-68 Watts
 (2) 42 Watt-93 Watts

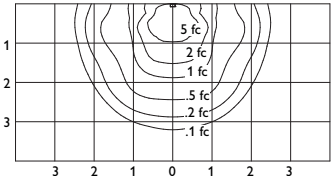
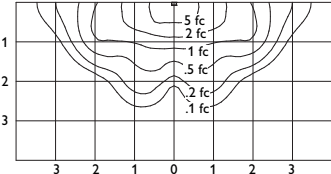
dimensions



photometry

Light Level Multiplying Factors

Mounting Height	Multiplier
40'	0.39
35'	0.51
30'	0.69
25'	1.00
20'	1.56
15'	2.77

Catalog No. Test No. Lamp Type Wattage Lumens Tilt Angle Mounting Height	WTL320P-FWT 29468 Pulse Start Metal Halide 320 29,700 0° 25 Feet	 Units shown in terms of mounting height Initial Footcandles Shown	Additional Test Numbers <table><tr><th>Description/Catalog Number</th><th>Test Number</th></tr><tr><td>WTL150S-FWT</td><td>29469</td></tr><tr><td>WTL250S-FWT</td><td>29471P</td></tr><tr><td>WTL400S-FWT</td><td>29471</td></tr><tr><td>WTL42CC-FWT</td><td>29461</td></tr><tr><td>WTL42CD-FWT</td><td>29460</td></tr><tr><td>WTL150M-FWT</td><td>29470P</td></tr><tr><td>WTL175M-FWT</td><td>29470</td></tr><tr><td>WTL175P-FWT</td><td>29468P</td></tr><tr><td>WTL200P-FWT</td><td>294682</td></tr><tr><td>WTL250P-FWT</td><td>294683</td></tr><tr><td>WTL350P-FWT</td><td>294684</td></tr><tr><td>WTL400P-FWT</td><td>294685</td></tr></table>	Description/Catalog Number	Test Number	WTL150S-FWT	29469	WTL250S-FWT	29471P	WTL400S-FWT	29471	WTL42CC-FWT	29461	WTL42CD-FWT	29460	WTL150M-FWT	29470P	WTL175M-FWT	29470	WTL175P-FWT	29468P	WTL200P-FWT	294682	WTL250P-FWT	294683	WTL350P-FWT	294684	WTL400P-FWT	294685
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WTL350P-FWT	294684																												
WTL400P-FWT	294685																												
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 Canadian Division
 189 Bullock Drive • Markham, Ontario L3P 1W4
 p. 905.294.9570 • f. 905.294.9811

Contact Factory for Additional Configurations.
 Specifications are subject to change without notice.
 Consult website for latest version of this spec sheet.

Some luminaires use fluorescent or high intensity discharge (HID) lamps that contain small amounts of mercury. Such lamps are labeled, "Contain Mercury" and/or the symbol "HG". Lamps that contain mercury must be disposed of in accordance with local requirements. Information regarding lamp recycling and disposal can be found at www.lamprecycle.org

From: [Daniel Song](#)
To: [Kelly Whitney](#)
Cc: [Caleb King](#)
Subject: Fwd: Crossroads church reference
Date: Thursday, August 15, 2013 2:16:50 PM

Whitney, attached you will find a letter from First Church of Christ, Scientist, Creve Coeur. Looks like their email to you did not go through so they asked that I forward it on to you. Thanks!

Daniel Song
Site Pastor of Olivette/Creve Coeur
Crossroads Presbyterian
314-409-2794
daniel@crossroadspres.com

Begin forwarded message:

From: Caleb King <Caleb.King@principia.edu>
Subject: RE: Crossroads church reference
Date: August 15, 2013 2:05:59 PM CDT
To: "wkelly@ci.creve-coeur.mo.us." <wkelly@ci.creve-coeur.mo.us.>
Cc: "daniel@crossroadspres.com" <daniel@crossroadspres.com>

To whom it may concern,

Our church, First Church of Christ, Scientist, Creve Coeur has worked in the past year with ministers and administrators of Crossroads Presbyterian Church in determining if our church location and grounds would be suitable to rent for their services. In meeting with them, our Church Board felt they would be respectful and supportive of a harmonious atmosphere in our community.

Although our Board and membership approved their church renting our space, the Crossroads Church ultimately felt that a different building would better suit their needs.

Based on our positive interaction with them and seeing the thoughtful steps they took to ensure their church's needs were met while also respecting our church building would lead us to expect any future directions or goals on their part to be a positive experience.

Signed,
Terry Sheets
Board member
First Church of Christ Scientist, Creve Coeur

Tammy Kim
1557 Rathford Dr.
Saint Louis, MO 63146

Whitney Kelly
City Planner
300 N. New Ballas Rd.
Creve Coeur, MO 63141

08/14/13

Subject: Zoning for Crossroads Presbyterian Fellowship

Dear Ms. Kelly, Planning and Zoning Commission, and City Council of Creve Coeur,

I am writing this letter in support of the conditional use permit of 11118 Olive Blvd. by Crossroads Presbyterian Fellowship. I, my husband and three children have been residents of the Creve Coeur area for almost 8 years. Upon moving to Saint Louis from Chicago, we were in search for a church family. We had visited many churches in Saint Louis, and found Crossroads Presbyterian to be a place of comfort and welcome. Crossroads showed much care for me during my recent diagnosis with cancer. The church brought meals for nearly 3 months during my treatment. The church brought meals, cards, and gifts. All this care had made my very difficult health crisis bearable.

Crossroads shows this kind of care to all it's members going through all kinds of different life situations. This is the kind of care the residents of Creve Coeur can experience at Crossroads.

I strongly recommend the conditional use permit of 11118 Olive Blvd by Crossroads Presbyterian Fellowship. Please feel free to contact me with any questions. Thank you.

Sincerely,

Tammy Kim

Leo Hsu, MD MDiv

908 Bellerive Manor Drive, 63141, MO Saint Louis
LeoHsu7@gmail.com
314-249-0864

Whitney Kelly
City Planner
300 N. New Ballas Rd.
Creve Coeur, MO 63141

08/14/13

Subject: Zoning for Crossroads Presbyterian Fellowship

Dear Ms. Kelly, Planning and Zoning Commission, and City Council of Creve Coeur,

I am writing this letter in support of the conditional use permit of 11118 Olive Blvd. by Crossroads Presbyterian Fellowship. Crossroads has not only been a worship community of Jesus Christ, but has made concerted efforts to benefit its neighbors. In this past month alone, Crossroads has offered its second annual Summer Art Camp for children:



Provided materials and labor to repair a roof after a widow in Creve Coeur was defrauded:



I was born and raised in Creve Coeur (attended Parkway North High School), and have moved back to the area in 1998 after college. It has been a joy to attend Crossroads, and to see its focus on loving its neighbors in Creve Coeur. With the closing of Hamilton Christian Church (established in 1895) this year, as well as Immanuel Baptist Church (founded in 1964), Creve Coeur is in need of churches such as Crossroads that will provide a place of worship, as well as a conduit for Christians to care for Creve Coeur's neighborhoods. Creve Coeur has seen not only the closing of churches, but also the closing of much needed "third spaces" such as Borders. Crossroads hopes to help serve this need by providing activities such as the Summer Art Camp (half those in attendance were children not attending Crossroads and from the community) for the flourishing of humanity in Creve Coeur.

As a long-time resident of Creve Coeur, I strongly believe that the conditional use permit of 11118 Olive Blvd by Crossroads Presbyterian Fellowship will be a great asset for the City. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Leo Hsu', with a stylized, cursive script.

Leo Hsu, MD MDiv
Medical Director/Progress West Healthcare Center
Medical Director/St. Charles County Ambulance District

August 19, 2013

To: Creve Coeur Zoning Commission

From: Jenilyn Swett, Creve Coeur resident

Re: Proposed Zoning Variance for Crossroads Presbyterian Fellowship

Dear neighbors on the Zoning Commission,

I am writing to you today to express my enthusiastic support of Crossroads Presbyterian Fellowship, and my earnest hope that this church will be able to establish a permanent presence in Creve Coeur.

I have been a Creve Coeur resident for the past four years, first upon relocating to St. Louis to attend Covenant Seminary (where I lived on campus while completing my degree), and after graduating in May I moved to a rented condo near the intersection of Olive & Ballas. I was very glad to be able to stay in Creve Coeur after graduating from Covenant, and have appreciated being able to continue to live in and enjoy all that this community has to offer.

I have been a member of Crossroads Presbyterian Fellowship since shortly after moving to St. Louis. I spent more than two years as an intern at the church, and am now a full-time staff member. One of the things that first impressed me about this church is its commitment to its local community – desiring in every way to benefit the locality in which it resides. Crossroads' first campus, in Maplewood, has done this in a variety of ways whether through partnering with the local school district to establish Joe's Place (a home for homeless teenage boys); cultivating art and music opportunities in the community; meeting the practical needs of local residents through a food pantry and limited assistance with rent, utilities, etc.; and through many members living in and supporting the Maplewood community. As Crossroads has established a presence in the Olivette-Creve Coeur community, we've had the opportunity to volunteer at local community events; provide Christmas gifts for families in need in the Ladue School District; and we've seen more and more Crossroads individuals and families establish themselves as residents of the Olive corridor in Creve Coeur and neighboring unincorporated areas.

As Crossroads' Office Administrator, I currently work out of our Maplewood office, where I have the privilege of seeing the ways in which the church's presence in Maplewood has many positive implications for the local community. I have no doubt that establishing a presence in Creve Coeur will have the same benefits – giving our staff and members even more opportunities to engage with local businesses, allowing us increased awareness of the happenings and needs in our neighborhood, and inviting the people of Creve Coeur to connect with us on a more regular basis as well.

Thanks to each of you for your ongoing service to our community and for your consideration of this matter. If this zoning variance is approved, I will look forward to being able to serve and better our community and my neighbors in even more ways through the presence and activities of Crossroads.

Sincerely,

Jenilyn Swett

Office Administrator and Director of Women's Ministry

Crossroads Presbyterian Fellowship



city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 872-2500/872-2501 • Fax (314) 872-2505 • Relay MO 1-800-735-2966
www.creve-coeur.org

August 21, 2013

Mr. Daniel Song
Crossroads Presbyterian Fellowship
2640 Oakview Terrace
Maplewood, MO 63143

Re: Application #13-031: Conditional Use Permit for Crossroads Presbyterian Fellowship
11118 Olive Boulevard

Mr. Song:

The Planning and Zoning Commission, at its meeting of August 19, 2013, reviewed your request for a new conditional use permit for Crossroads Presbyterian Fellowship, a church to be located at 11118 Olive Boulevard.

By unanimous vote, the Planning Commission recommends approval of the new conditional use permit for Crossroads Presbyterian Fellowship, 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, August 26th, 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
G. Eidman, Chief of Police
S. Unser, Chief Building Official



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, AUGUST 19, 2013
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, August 19, 2013, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: **Mr. Tim Madden, Chair**
 Mr. James Faron
 Mr. Ken Howard
 Mr. Charles Pullium
 Mr. Gene Rovak

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

2. NEW BUSINESS

A. PUBLIC HEARING

Application #13-031: Approval of a Conditional Use Permit for Crossroads Presbyterian Fellowship Church at 11118 Olive Boulevard.

Applicant/Agent: Daniel Song
Crossroads Presbyterian Fellowship
2640 Oakview Terrace
Maplewood, MO 63143

Applicant's Clinton Enyeart
Representative: 8240 Swarthmore St.
 Saint Louis, MO 63130

Mr. Daniel Song, 2640 Oakview Terrace, Pastor for the church, said they have 100 members, are made up of a mixture of Asian American and Caucasian ethnicities, and that they have many ages that attend. Mr. Song also shared some stories of the charitable work the members partake in.

Mr. Clinton Enyeart, 8240 Swarthmore Street, showed a drawing of the site and explained the existing conditions. Mr. Enyeart also explained what needs replacing in the interior and on the exterior of the building. Mr. Enyeart said there will be new landscape area along Olive Boulevard and other areas on the property, new stairs, and they will be enlarging the canopy

on the south entry. In the interior, Mr. Enyeart said they will be gutting the entire building and installing new bathrooms. The basement will remain intact and used as a storage area. Mr. Enyeart explained in detail the modifications that will be taking place on the exterior of the building. Mr. Enyeart asked for some clarification on the easements. He also stated that he would like to propose that the irrigation be done manually by volunteers of the church, that they would like to remove the stipulation that they have to underground their utilities and maintain the existing, and that they would like the alterations clause clarified. Lastly, Mr. Enyeart said the building has been vacant for the last 10 years.

Mr. Paul Langdon, Director Community Development, said the alterations clause is in regards to significant changes in use or expansion of the building; any simple alterations or modifications would just be subject to our building code guidelines, if applicable. In regards to the underground utilities, Mr. Langdon showed a picture of what is existing and said when a site is refurbished or redeveloped within its pre-existing condition, undergrounding is not required, however when a rehab and change of use occurs the City does expect the site to be brought up to current conditions. Mr. Langdon said he is open to modifying the undergrounding condition to allow an extended length of time to get that task completed. Mr. Faron asked what the purpose of the undergrounding utilities was, and Mr. Langdon said it was primarily a visual clutter issue and it is a requirement in the Zoning Code. In regards to the landscape, Mr. Langdon said manual systems have been allowed, on a limited basis and based upon specific site issues, in the past.

Chair Madden suggested giving the applicant two years to get the utilities underground, and Mr. Enyeart said he would have to talk to the Pastor. He said, under current estimates, undergrounding the utilities would potentially put them over budget making the project not feasible. Chair Madden also asked if two years would be long enough to get the irrigation system installed as well, Mr. Enyeart said they would really like to pursue the manual option with the caveat that if they are unable to maintain the site then they would be required to install an irrigation system. Mr. Langdon said that, given the limited amount of landscaping, it would be okay, however if the applicant does not perform maintenance properly and landscaping starts to die or become unsightly, they will be subject to violations and will be required to install the irrigation system.

Mr. Rovak asked if the cross-access easement requirement is just for the easement or is it requiring that they construct the connection. Mr. Langdon said the condition just speaks to the easement itself.

Mr. Daniel Sims, 11100 Olive Boulevard, said he wants to be a good neighbor and support this project as best he can. Mr. Sims said he does want the access.

Chair Madden clarified the applicant will be manually irrigating the landscape on the property, and they will be given 30 months to get the utilities underground.

Mr. Leo Hsu, 908 Bellerive Manor, said they are getting close on budget, so some of these requirements are making this project potentially not feasible.

Mr. Ken Rohan, 11333 Clarissa Drive, adjoins the property on the south end. Mr. Rohan spoke in favor of the project as long as the fence along their shared property line is installed. The applicant assured the Commission that it would be.

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

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

Mr. Howard motioned to recommend approval of Application #13-031 for a Conditional Use Permit for Crossroads Presbyterian Fellowship located at 11118 Olive Boulevard, subject to the conditions contained in the draft ordinance attached to the staff report prepared for the meeting of August 19, 2013, with further stipulation that the applicant be allowed 30 months to complete Section 2, item 6, regarding undergrounding of the utilities, and that item 8 be eliminated and replaced with them being able to manually irrigate their landscaping. Mr. Faron seconded the motion with the resultant vote as follows:

Mr. Pullium – aye
Mr. Rovak – aye

Mr. Faron – aye
Chair - aye

Mr. Howard – aye

3. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 9:50 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, AUGUST 19, 2013

7:00 P.M.

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair
Mr. James Faron
Mr. Ken Howard
Mr. Charles Pullium
Mr. Gene Rovak
Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, AICP, Director of Community Development
Ms. Whitney Kelly, AICP, City Planner
Ms. Julie Lowery, Recording Secretary

PUBLIC HEARING

APPLICATION 13-031

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. That'll move us to E, Public Hearing. Application No. 13-031: Approval of a conditional use permit for Crossroads Presbyterian Fellowship Church at 11118 Olive Boulevard.

Anybody going to be involved in this, please come forward and be sworn in.

This is like church. Nobody sits in the front pew.

(Speakers were sworn in by the court reporter.)

DANIEL SONG: Good evening. It's hard to follow barbecue, but I'll try to do that.

My name is Daniel Song. I'm a pastor at Crossroads Presbyterian Fellowship at 2640 Oakview Terrace, Maplewood, Missouri 63143.

I just wanted to briefly share about Crossroads, first who we are, and then I'll hand it over to Clinton, who will go more into the specifics of the property at 11118 Olive Boulevard.

Crossroads Presbyterian Fellowship, we are comprised of about 100 members of diverse backgrounds. Ethnically, we're about 65 percent Korean -- or Asian-American and 35 -- 35 percent Caucasian. We're also diversified just age-wise. We have 30 children, 20 college students from Wash U and about 50 to 60 adults ranging from young adults, parents with children, up to our

retired folks, and many are here with us supporting us this evening. And I know that you've received some records of letters of those that are members of Crossroads, as well as residents of Creve Coeur.

One of the things in 2003, when our founding pastor, Andrew Vander Maas, who's with us and was sworn in, when he planted Crossroads in Maplewood in 2003, ten years ago, his vision was to really be a church that would really benefit the community.

And we've done that, and we've seen just the fruit of that in the past ten years in Maplewood. We began at Joe's Place working with the school district in Maplewood -- Richmond Heights, Maplewood in hosting homeless boys, so that they would be able to succeed academically and graduate. And there's been 100 percent success rate there and being able to see them graduate, and not just graduate, but also go to college and universities.

And then when we planted and began our worship site in Creve Coeur in 2009, we started in the AMC 12, and that same commitment and desire to really be of benefit to community has continued.

Since the AMC 12, we moved over to the Olivette Community Center. And since then we've really contributed to -- to the City of Olivette, as well as Creve Coeur.

We volunteered. Many of our members who have volunteered their time and energy with the parks and rec and volunteering as coaches and refs.

We've also seen many of our own members really help out with the school district, specifically at Spoeede Elementary and the Ladue High School.

We've been able to partner with Maxine Brown, who's a social worker of Ladue, and be able to really help those families who are in need. Because there's about twenty families that are sort of dedicated as homeless families, and so we have partnered with them to really see -- to meet the needs of those that are not being able -- who are not in the place to be able to be sustain -- sufficiently sustainable in -- in whatever situation that they're in.

And also, even just the past two weeks, we've really been able to see, not only hosting an art camp to be able to see the students grow in their knowledge of art and passion of art.

But just this past week, one of our member's neighbors was scammed from a roofing contractor, and so we got a bunch of our members together with some who are -- who are of expertise, and in one week, this past week, we were able to help this widow completely get rid of her old roof and put on a new one, and so that's what we're about.

We're not only a place that worships and wants to hear the good news and see the good news of the Bible spread, but we're also dedicated and committed to really see the -- to see the City of Creve Coeur really grow and we want to come alongside the City and make this place a better place than it already is.

And so with that said, I'll -- I'll invite Clinton to come up and share a little bit about our plans for the -- for the property.

CLINTON ENYEART: Good evening. My name is Clinton Enyeart. I'm a project manager at a local architecture firm here in St. Louis.

I reside at 8240 Swarthmore Court.

I have a full disclosure, I'm a member of Crossroads and a recipient of many of the blessings that being a member of that church has entailed over the last year or so.

Just to give you a quick overview of the site. That's really blurry. Probably can't see much. This is our building here, 11118 Olive. Olive Boulevard is to the top of the page, to the north. The Masonic Lodge is over here to the west. The Complete Music Wedding Store is here to the east. And then residential to the south and southeast. This is Mary Meadows. It's a private drive right now.

This is the existing building, it's a nice black and white picture. Pretty basic. Sorry about that. So I drove -- after church on Sunday, my wife and I drove by the site, and her first reaction was, that's it.

So that's kind of -- it's kind of where we're at here with this existing building. It's in a spot on Olive that it's not -- it's not very prominent, so you can kind of miss it. But it's there. It's a good building. It's got good bones, and it's good aesthetics on the outside. Just needs a little bit of a facelift on the front.

So some of these panels here have obscured the old glazing that was there. There's some plastic or FRP panels under the glazing here, which are in pretty bad shape. And then the old -- there's an old canopy on the west side with a condensing unit on the top.

So -- so, you know, it's a good building, but we're proposing to do a little bit of a facelift to it.

So turn next page here. These are existing photos of the inside, just to give you a little bit of a flavor for what's going on in there.

So what are we proposing to do. On here we're proposing a new landscape buffer along Olive in the right-of-way, which is compliant with -- pardon my chicken scratches, I got a little carried away there -- which is compliant with the Design Guidelines for -- for the Olive

Corridor.

We have a -- a landscape buffer to separate our property from the Masonic Lodge to the west. And currently the existing -- the existing pavement does extend beyond the property line, and we are going to remove the portions of our parking lot that are over the property line and provide a landscape buffer there.

About two-thirds of the parking is in the rear, got 46 total spaces, which is what we're proposing to provide.

In the back, we're adding some landscaping and some buffer and some islands in there to just help enliven the parking lot back there a little bit, and further request of staff, we've lined the parking lot, which is depressed as you go back. I think you can see that from one of the previous slides, but there's about a 10-foot drop from the north parking lot to the south parking lot. And we're proposing to line that with landscape.

On the east side and south side, we'll provide fencing. The east side has existing privacy fencing that separates the parking lot from those two neighboring uses, and then on the south side, we're proposing to provide a new one that's -- that's compatible with the existing fencing that's there. All of those residential lots are further depressed another 10 feet or so.

We're also providing a new stair, and we are enlarging that canopy on the west side to provide a safer passage for pedestrians from the parking lot on the south to the -- to the main entry.

This is the landscape plan, further details about the landscaping. I'm sure you guys have seen all that before.

So this is what we're proposing to do on the inside for the plans. Entry through on the -- on the west side. That's something we looked at for a number of reasons. Mostly it made sense with the majority of the parking being to the south to locate the -- the entry in the midpoint of the building on the west facade. And that still is prominent visual feature as you're driving along Olive.

But the main worship space in the middle, and you'll see on the staff report they recommend an occupant load of 184 for that space, and we agree with that recommendation. We just did not get the floor plans revised when we lost a few parking spaces. So that would be 184 occupant load in there.

But inside we'd basically be gutting it. Providing some education space here, and neutral, that's basically everything is new. The basement we would leave as storage for right now.

This is a view of the outside. Front elevation along Olive. So it really gets enlivened with not only the landscaping that we're doing, but also the signage. We're proposing a 50-square foot sign here at the front.

We're proposing right now to paint the accent stripe, a brick that is bounded by a row block, and that's to kind of tie it in with the building to the east of us, we would want to get that relationship going a little bit better instead of having the stark contrast, and then replacing the -- the black FRP panels at the bottom below the glazing with new ceramic tile.

On the west side, we would be opening up this original glazing that's there and taking off those pretty unsightly black panels that are there right now.

And then in an effort to both obscure HVAC equipment from view and also to provide safety, we're proposing the wood slat railing with a vertical element here.

So we've -- we've recognized the great amount of work that staff's done, especially for tonight, I think the staff report was over 200 pages. And we're thankful for the work they've done for us. They've been accommodating to us.

We have a few things that we'd like to get clarified or we'd ask for leniency on from the staff

report.

The first one is we'd like to get the legal easements clarified on the north side of the property. What's being asked for in terms of a future cross easement -- cross-access easement on the north of the building.

And that's just -- that's just -- we would like, you know, it's kind of been dictated that it would be similar to the agreement that was done to the property to the east. We just want to make sure we understand what that is in moving forward before we agree to it.

Irrigation. Currently the Zoning Code would require irrigating all the -- the landscaping, and we would like to propose that we would accomplish irrigation with the volunteer force at the church to adequately ensure that the landscaping remains viable.

The last -- or two more. The staff is recommending to route the existing power underground from the pole. The pole is currently right here. So there's overhead power all along both sides of Olive right now. There's an overhead pole -- or overhead run that has a pole right here between us and Masonic Lodge, and then from there it splits off to both properties.

We'd like -- we'd like to see if that stipulation could be removed, and we can maintain the

existing overhead service. We aren't changing the service at this point, it's all existing, we have adequate power to the building right now.

And then, you know, other neighborhood development, like Red Racks, that one keeps getting mentioned, the Masonic Lodge and the building to the east all have overhead power existing right now, and I believe several of those properties have been through zoning review and approval so far. So if possible, we'd like that to be eliminated and scratched from our requirement. But we understand.

And then the last one is we'd like the alterations clause clarified. There was a -- a clause in the -- the draft agreement that would mean that if we had to do a future alterations that we'd have to come before the -- the Commission again for a conditional use permit. We'd like that clarified.

We would understand enlarging the building or doing something along those lines, but doing interior renovations, you know, if we're adding a, you know, a ceiling in a classroom, removing a door or if we're finishing out the basement, is that something that requires -- obviously, would require building permit, but would that kick in a zoning review.

So those are -- it's kind of overview of the

building.

Oh, one last -- one last thought. The building has been vacant for ten years, so definitely needs a little TLC, and that's what we're wanting to do.

CHAIRMAN MADDEN: Okay.

CLINTON ENYEART: Thank you.

CHAIRMAN MADDEN: Do you want -- are you prepared to --

MR. LANGDON: Yeah.

CHAIRMAN MADDEN: Okay.

MR. LANGDON: Mr. Chairman, Members of the Commission, Paul Langdon, Director of Community Development for the City.

To answer the last question first, the alteration is alteration in use of the property, so if they were to start offering a childcare service, you know, on a daily basis or some other use that went beyond the typical services provided in a place of worship, then -- then that would be an issue that we would bring back, or if they were doing an actual expansion of the building, then that would be an issue we would bring back. But simple modifications to the interior or simple alterations in how they use the facility they have, as long as they're still within the basic parameters, are not something that we'd want to bring back, so --

CHAIRMAN MADDEN: Okay.

MR. LANGDON: -- that's how we've always operated.

Regarding the underground utilities, just want to give you a picture of what we're working with here.

You can see the severe drop of the site. Combination of all utilities have been built up over the years. And then a combination of things. We've got electric here, but it looks like we also have telephone and cable or something along those lines on those smaller wires.

I understand that -- that it is expensive to do where a site is redeveloped within its -- or reused, refurbished within its pre-existing condition, undergrounding is not required.

Where you're talking about really a rehab and a complete change of use, that's when we do expect the site to be brought up to current conditions.

These wires are well back from the street. As the applicant mentioned, you can see them here and you can see the pole and the overhead wires out on Olive, which probably stand out more than -- than those ones. I'm hesitant to waive the condition entirely, but I would certainly be open to the Commission modifying it to allow them a length of time to accomplish it, a year or two

years or something like that.

MR. FARON: Ask you a question, Paul. Are we talking about undergrounding just the, I'll say, pole to building?

MR. LANGDON: Yes.

MR. FARON: Not to the Olive --

MR. LANGDON: Correct.

MR. FARON: -- we would allow them to run that to the pole?

MR. LANGDON: Right.

MR. FARON: Are we stipulating that the temple does the same? Do they run off that pole also?

MR. LANGDON: They'd come off the same pole. At the time that something happens to that property, presumably, we would do that then too.

MR. FARON: But they're still in their continued use, still operating, so we wouldn't require them --

MR. LANGDON: Right.

MR. FARON: -- to do it over here.

MR. LANGDON: Yes.

MR. FARON: Is there a danger just with traffic, or is it visual clutter and a danger possibly also, or is it just --

MR. LANGDON: The purpose for the regulation?

MR. FARON: Well, purpose for, yeah,

undergrounding that? I know it seems like we have an opportunity because there's change in use --

MR. LANGDON: It's primarily a visual clutter issue, yes.

And -- and it is an actual requirement in the Code that utilities be undergrounded. So whenever we have the ability or the situation where we are breaking out of the pre-existing -- legally pre-existing nonconforming status, then we try to bring it entirely up to code and that invokes the standard.

MR. FARON: Does anyone have a ballpark figure, I'm just curious, as what we're talking about?

MR. LANGDON: I haven't heard a figure. I'm sure the applicant has looked into it though.

Regarding the landscape, we have allowed for manual irrigation systems before as opposed to automated.

It is not ideal. Again, there are situations where it is extremely expensive to bring that system in, relative to the change on the site and the ability of the applicant, we've looked at alternatives.

Again, this is one of those situations though where we're -- we're completely stepping back from the pre-existing nonconformity of the site and trying to bring it as far into compliance as possible.

I could see where you may want to modify the

condition to require it within a period of time or -- or only certain parts of the property.

But given the small amount of landscape, I'm hesitant to -- to rely on manual irrigation going forward.

MR. FARON: Could I ask a question?

Is that a permitted -- would they need a permit to even do that or --

MR. LANGDON: It is subject to -- to building permit from St. Louis County, a plumbing permit.

MR. FARON: And we would have to maybe monitor that if it was done that way in the future maybe to see if it stays in compliance or --

MR. LANGDON: Yeah, I mean we're provided a list of all permits issued by the County, so we would know if it was done, plus simple site inspection would -- would reveal that.

So those are two issues for you to ponder. You don't have to comment on right away.

The other one that I wanted to bring your attention to is the front of the building where we have the brick, well, panel, I'll just call it. There is these -- these sort of reveal lines that go around them. And their elevation, proposed elevation, they would like to paint a portion, the inset portion, you were shown the elevation earlier, show it again. So that area there is

that inside of the brick panels here.

Generally speaking, the Design Guidelines discourage painting of brick. There is a certain value to it to as far as, you know, bringing some life to the front of the building, but it is contrary to the Design Guidelines.

At this stage, I think that it's probably part of an overall package that this building needs to -- to give it some life, to bring it back, but, certainly, if the Commission has any hesitancy over that issue, then we should speak to it tonight.

CHAIRMAN MADDEN: Okay. On the electric, you said maybe giving them more time to do it because it's expensive.

MR. LANGDON: Yes.

CHAIRMAN MADDEN: What are you looking at for time?

MR. LANGDON: I would say no more than two years.

CHAIRMAN MADDEN: Okay. And the irrigation, same thing?

MR. LANGDON: I think that's reasonable.

CHAIRMAN MADDEN: Okay. Now, I -- just -- and you said it's okay if they paint the brick?

MR. LANGDON: I think it's okay. I think that

if you feel like the overall package here really benefits from it and that the building, in general, benefits from the overall package, then -- then it's fine to go ahead with it.

It can be done in a way that holds up for a longer period. It never lasts a long time, which is why we discourage it.

But you also have the benefit of -- of the brick being done the right way in the first place with the -- the -- the reveal lines showing, so that you still have some relief there, you still have some texture there. Really it's a question of are you concerned about the -- the long-term stability of the paint.

CHAIRMAN MADDEN: Go ahead.

MR. ROVAK: Well, I guess it would be outside direct Design Guidelines, but are there specifics in the Code as far as materials, like a material spec that would be used if it were to be allowed to be painted, specific types of paints that would and would not be allowed?

MR. LANGDON: No, sir.

CHAIRMAN MADDEN: Go ahead.

MR. FARON: Is it white? Is that what it would be?

MR. LANGDON: I believe it's white.

MR. FARON: What's the proposed color?

Okay. And as -- as a city, what -- what kind of grounds would we have in the future if it became dilapidated or -- I mean would we be able to site them and say, well --

MR. LANGDON: Yes.

MR. FARON: -- it needs a fresh coat --

MR. LANGDON: Uh-huh.

MR. FARON: -- to bring it back up to when you moved in or --

MR. LANGDON: Exterior Property Maintenance Code describes peeling paint as a violation, so they could be notified to bring that up to standard. Plus, also we take all details of a submitted plan to be part of the approved plan with the conditional use permit. And when you deviate from that plan, you're in violation of the CUP, so we could also site them for that.

CHAIRMAN MADDEN: And I think your other thing was easement or --

MR. FARON: Yeah, wanted to ask you about that.

MR. LANGDON: Yeah, I was going to get to that issue.

This one, in some ways little more complicated, and in some ways maybe not.

Let me get close here. Two properties of particular interest are -- are the -- the Complete Music,

who is currently finishing up renovations, and then this is the property tonight, and then this is -- is a third party, the Masonic Lodge.

You'll recall that an easement was required for Complete Music that did two things, well, two separate easements. One allowed a sidewalk to be installed further back should the opportunity present itself in the future, and it would allow free pedestrian movement across the property.

And then the other was a cross-access easement that would allow users of this property to -- to go across this one or the other way around.

In talking with the property owner here, Daniel Sims is his name, and his representative, they have also been looking at this issue with the applicant, and really there's two things going on here.

Mr. Sims has a problem and his employees have a problem making a left turn out of the site. It's the pre-existing condition. They cannot get access to the light at Mary Meadow, so a cross-access here would allow them to get further from the intersection. That makes for a much safer turning movement out of the site, and we certainly would advocate any change that makes left turns safer.

The other thing is that as the applicant stated,

the seating capacity was -- is reduced in the CUP based on the amount of parking available.

The Zoning Code allows for off-site parking of required parking, so the applicant has spoken with Mr. Sims about using some of their parking lot on Sunday mornings, and Mr. Sims is agreeable to that. But, again, that means the cross-access now goes the other way. So really have a two-way benefit of this access being created.

What we would be looking to do is -- is match the lines, right now I don't remember the specific distance, but the cross-access comes well back into the site, so that really anywhere in here becomes available for that laneway. We want to tailor it to landscape and -- and topography and where the current aisle is. I mean there's a lot of criteria, but it could be anywhere, pretty much from the front of the building to the property line.

We would do the same thing with this site, since the buildings line up very well and the property lines line up at the front.

Their site plan shows a center aisle. We certainly wouldn't want to reduce their parking even more, so I would presume that that would be the location of the lane, and that's -- that's a fairly simple administrative

task, I don't know that the Commission needs to specify that issue.

One expansion on all that is the Masonic Lodge. If it were to redevelop in the future, just as we always do, we would be looking to -- to effect some cross-access to the west. That would be an expansion of the access rights to Complete Music, so that right now it says users of this site can go there, but not anybody further west.

We don't know the future of the Masonic Lodge. There is no discussions currently about doing anything with it. Doesn't mean it doesn't come in next week, but at this point we have nothing.

We're also unsure of the specific benefit of connecting any more of the properties until we know what the Masonic Lodge is going to be, if it changes from what it is today.

So my inclination is to leave that issue alone for the time being, but I just bring it to your attention, that we are, by creating an easement that goes all the way across for this property, the same as we did for Mr. Sims, we are leaving the door open down the road to -- to hook on another property and continue this cross-access program.

CHAIRMAN MADDEN: Okay. Any questions?

Mr. Enyeart, did you want to come back up --

CLINTON ENYEART: Sure.

CHAIRMAN MADDEN: -- I just want to ask you a couple questions after what you heard.

CLINTON ENYEART: Okay.

CHAIRMAN MADDEN: If we give you two years to get the electric underground, will that work for you guys?

CLINTON ENYEART: I'd have to -- I'd have to talk to the -- to Pastor Dan, and we'd have to kind of get together on that a little bit.

Current estimates that we have in-house, and this is a -- someone in the architecture industry giving an estimate, not a general contractor, we're still waiting on that number, but our best guess was that was going to be \$15,000 to underground that, which represents roughly 5 percent of our total budget right now, so we go over a certain number, then the project is not -- no longer feasible for us.

But in terms of two years, I'd have to -- we'd have to do a quick confab on that, I guess.

CHAIRMAN MADDEN: Okay. And then my other question is the irrigation system, having it, you know, in in two years also.

CLINTON ENYEART: Yeah, that would be the same thing.

What -- what, and, again, this is, I believe we

heard this from staff, and I apologize if I'm misquoting, but I believe another church was given the ability to manual -- manually water, which Mr. Langdon spoke to earlier, but we'd -- we'd really like to pursue that if possible. And then with the caveat that if we aren't able to maintain the site in good condition, if we'd get flagged by the Property Maintenance Code, if plants keep dying, that in that -- in that instance, then we would be required to do the irrigation system. But we'd -- we'd rather have that approach to it than putting a specific timeframe that needs to be done, because if we can prove that we can maintain it ourselves manually, then we'd like to go that route.

CHAIRMAN MADDEN: Paul, does that work for you?

MR. LANGDON: I suppose given the limited amount of landscape, my primary concern is in the front. I'm willing to entertain it if the Planning Commission is.

CHAIRMAN MADDEN: Do -- are there faucets in the front or --

CLINTON ENYEART: We would be installing them, yeah, as part of the renovation to make sure that -- that we didn't have to drag a hose 300 feet around the building to water it, but it would be obscured.

CHAIRMAN MADDEN: Are you going to put them on the sides and in the back then too?

CLINTON ENYEART: Yeah, there are locations here of the -- on the east side of the building that, I don't know if it was mentioned, but this -- this was another concern of ours with the cross-access easement, there's a retaining wall here along the east property line that's about anywhere from 2 to 3 feet tall. Actually, I think it tapers down to almost nothing closer to Olive, but, so we would be able to effectively obscure a hose back here on the east side of the property that wouldn't be visible from the street.

So our concern with the cross-access easement, which is another issue, is, you know, would -- at what point would we be required to act upon that, because, as you can imagine, we're having to grade on both sides, ours and Mr. Sims' lot, demolish in part -- demolish a retaining wall, regrade the whole front, in addition to, you know, and covering the property with an easement along the whole north face of the property.

MR. ROVAK: Another question. Actually maybe it's directed towards Paul, or maybe to what you were told.

Is the cross-access easement simply that, is it just the easement or is it the required to construct a connection?

I thought the easement would just be an

easement.

MR. LANGDON: The condition just speaks to the easement itself.

MR. ROVAK: So it doesn't require you to construct that? Okay.

MR. LANGDON: It's in the interest of the property owners to build it or not, so --

MR. ROVAK: Okay.

MR. LANGDON: -- as long as the easement's in place --

MR. ROVAK: That's fine.

MR. LANGDON: -- it'd be -- and the parking lots are already, you know, this one is right to the property line, and Mr. Sims is within about 5 feet, so it's not, I don't think, a significant --

MR. ROVAK: Wouldn't be a big deal anyway.

MR. LANGDON: -- deviation from the site development plan to --

MR. ROVAK: Right. In any event, you're not being forced to construct that; you're just being forced, if you will, to allow the easement that would facilitate that at some time?

MR. LANGDON: Right.

CHAIRMAN MADDEN: Do we need Mr. Sims' permission that he'll -- with the cross-easement, cause I

see him here, that's why I'm asking?

MR. LANGDON: Yes, I know he's here.

He doesn't, because the easement does not go beyond the property line, his specific permission is not required, but I would -- it clearly requires agreement on both parties to build something.

CHAIRMAN MADDEN: Okay.

MR. LANGDON: You may want to take his comments, if he's got any to offer.

CHAIRMAN MADDEN: Would you like to come up and offer.

DAN SIMS: Sure.

CHAIRMAN MADDEN: State your name and address please.

THE COURT REPORTER: Was he sworn?

CHAIRMAN MADDEN: Oh, were you sworn in?

DAN SIMS: No, I was not.

CHAIRMAN MADDEN: Okay.

(Mr. Sims was sworn in by the court reporter.)

DAN SIMS: Dan Sims, 11100 Olive Boulevard.

And I did meet Pastor Dan last week. He stopped by, initially, to -- just to introduce himself to me, and I shared my place and some of the exciting things we were doing next door here and -- at my place.

And he -- first asked he had to get a, I guess,

didn't come up yet, but I guess he has to have a fire access on his -- he has a door on the east side, and I guess back 50 years ago they had to -- the property line is right outside his, basically, his door, so they're going, I guess, it's my understanding, he has to make a sidewalk coming up on the east side, which is, essentially, on my property.

So I'm just here tonight just to, A, just to, you know, I want to be a good neighbor and support as best I can, so we have, obviously, a lot of talking to do amongst us. We got the sidewalk, this easement. And I guess part of the big picture, yes, yes, I do want the access, and Paul -- Mr. Langdon mentioned going out.

It is a suicide turning left in there coming from Lindbergh. It's really, really hard. You just can't do it. Because people traveling east on Olive, they're just so used to going in that middle line to turn left on Schulte, it is -- it is trouble.

You don't -- any manager I have coming from the east, they just go, honestly, they go down to my old place, the old Complete Music, turn around Subway, turn around one of those streets. You just can't do it. You can do it maybe overnight, late at night or -- you can't do it during business hours though.

So -- so, anyway, yes, I want to be good

neighbor. Probably the biggest thing though, and I know he said it was 5 percent of his overall budget, I know -- I know firsthand what construction costs, and it's -- I've experienced it in the last six months, and it's a lot, and I just want to make sure, and I told Pastor this to his face, I want to make sure it's a first-class property. And I guess just let's keep that in mind, because I know -- I know I'm certainly trying to do that next door, and I think I've -- you'll see in about three or four weeks when it's all done, I've done that.

So I just want make sure it's first-class and it's nice.

But, yes, I do want that access -- access there.

CHAIRMAN MADDEN: Thank you.

MR. PULLIAM: There was -- I'm sorry. There was some -- some comment raised about the retaining wall and a difference in elevation of the grade between your property and the parking lot next door, such that it would be difficult to have that cross-access, or did I misunderstand that?

DAN SIMS: I don't want to speak for him, but it's my -- I mean, it's, as I think was indicated, the cross-access would be right -- our parking spots kind of line up with each other.

MR. PULLIAM: Do they.

DAN SIMS: So no one would lose any -- any -- any parking spaces.

MR. PULLIAM: But there's not a change in elevation going from one to another?

DAN SIMS: There is. What he's describing is on Olive, it's just a few inches, but then as you get back, you know, back toward the -- the buildings, it gets a little higher, but it's a -- it's a big step, but it's -- I mean it's probably, what, three -- Paul's got it right here.

MR. PULLIAM: Oh, okay.

CLINTON ENYEART: It would all be on our property. You would have to, basically, re-grade these higher front property, front parking lot of our lot, because his building's located -- we can't bring this site up any because of the location of the floor line relative to the drive aisles, so all of the work would then be done on our property, and we would have to construct retaining wall along -- along the eastern portion of our front facade at that point to accommodate that change.

It would be parallel to Olive at that point, and at the same height as the current retaining wall as it gets closer to the building about 3 feet.

MR. FARON: Would you have to drop your parking at all?

CLINTON ENYEART: I think we can get -- if we slope it all the way, if we do a ramp in only the middle section, we're going to lose four spots at least, but if we slope it the entire direction, then we would be able to maintain the current number, but that's -- that's a lot of costs.

CHAIRMAN MADDEN: Paul.

MR. LANGDON: The area where you would pick up the grade is right here, which is entirely on Mr. Sims' property.

When you come up, it's only about 18 inches, you know, the -- you can see, in this picture, there's the parking stripes, so the aisle is in this area here. So there is enough run there to connect these together.

CHAIRMAN MADDEN: Okay. So he's not going to lose any parking, but he's also -- do you guys generally have your worships on --

CLINTON ENYEART: Sunday morning.

CHAIRMAN MADDEN: -- Sunday morning, so he's picking up -- didn't Mr. Sims say he would let them park in his lot if he has an overflow? So I'd say it's a win/win for everybody.

Okay.

MR. FARON: Can I --

CHAIRMAN MADDEN: Go ahead.

MR. FARON: -- ask about the other easement, if you understand what -- I know you asked a question about that, and we brought that up on the other property hoping to pull that sidewalk back at some time eventually if it ever came to that.

CHAIRMAN MADDEN: No, he's talking about the one on the side.

MR. FARON: Oh, okay. Oh, I'm talking -- the easement I'm talking about up in front, which we're hoping to add to this, not that it's going to occur now. But it gives us that opportunity to do that in coordination with the adjacent site.

Would we be losing parking spaces for the applicant, Paul, if that did come to be, that sidewalk as we'd like to have it set back, and does he have enough parking in back to absorb that, I guess, if that sidewalk construction occurs, say on the first three, including --

MR. LANGDON: Well --

MR. FARON: -- the temple site too?

MR. LANGDON: -- this was the same issue we had with Mr. Sims' property. That you can't really do a new sidewalk without harming the parking, so that -- so that's why the new sidewalk isn't being required now.

What we were doing is allowing for some future situation where the parking may be going away anyway

because Olive is being widened by MoDOT, and we wanted to allow for an opportunity to move that sidewalk back.

It might be an easement that never gets used. MoDOT has no plans to widen in this location in their twenty-year planning window, so it was just to look into the future.

The -- but, yes, the assumption is if we were moving the sidewalk back with that -- that easement, it's because that whole frontage is being redone and totally changed from what it is today anyway.

MR. FARON: A possibility and an option for us, but not in the near future, would that be --

MR. LANGDON: That's correct.

MR. FARON: Thank you.

CHAIRMAN MADDEN: Okay. Didn't he also mention, Mr. Sims' mention about they need to put a sidewalk in where there's an exit on the side of the building or --

CLINTON ENYEART: We have -- we've worked through that with the Building Department, so that that second exit, that existing second exit that does come out on the east side of the property, comes out about -- right about here on the east side of the property --

CHAIRMAN MADDEN: Uh-huh.

CLINTON ENYEART: -- that is no longer necessary, so we'll be eliminating that exit.

CHAIRMAN MADDEN: Okay.

CLINTON ENYEART: We won't need that cross access there.

CHAIRMAN MADDEN: Okay. Let me get back, before we do anything here. We told you we'd let you do the manual irrigation, providing we're going to check it all the time, okay.

And then the electric, we'll waive it for two years -- up to two years.

CLINTON ENYEART: Is there -- could I make a suggestion on that?

CHAIRMAN MADDEN: Make anything you want.

CLINTON ENYEART: Okay. Well, seeing as how the existing power is overhead on the site between our building and -- and the Masonic Lodge --

CHAIRMAN MADDEN: Uh-huh.

CLINTON ENYEART: -- this power here that's existing overhead, and how there's overhead power lines running back and forth along Olive, up and down Olive, that whole stretch, if -- if we could make our undergrounding of power contingent upon this power getting undergrounded, that would seem to make sense to me.

If we're worried about aesthetics, that -- cause safety is not an issue at this point, but if we're worried about aesthetics, my concern would be all the lines along

Olive and the main line that connects the Masonic Lodge, so that's -- that's a suggestion.

MR. PULLIAM: You'd like us to add a condition that you also bury that line?

CLINTON ENYEART: That's not our line, so.

MR. FARON: But you're saying when that is buried, if it comes to be --

CLINTON ENYEART: That's correct.

MR. FARON: -- then you would bury it at the same time.

MR. ROVAK: Then that would trigger the requirement.

CLINTON ENYEART: That would seem to be -- that would seem to be fair, especially given how a lot of properties that have been before the Commission have had overhead power and have not had it undergrounded before.

So I realize we're going for a conditional permit, so we're getting reset, as Mr. Langdon said, but if -- if we could have an exemption for that that would be tied to the future undergrounding of the power lines.

MR. FARON: Who is dealing with that other power line? Is that the Masonic's property or -- the one in the middle that's closest to --

MR. LANGDON: Well, I suspect the pole is within an easement, a utility easement, so it's entirely the

property of the utility company.

In terms of when it goes underground, it looks like there's also a transformer hanging from it, so undergrounding that entire line becomes very expensive all the way back from Olive.

I think the issue with any nonconformities is that the City allows them to continue with simple maintenance and repair and even complete replacement in the event of a complete and accidental loss.

But, on the other hand, there has to be some limit placed on them or they never go away.

It is within the Design Guidelines to eliminate overhead wiring. It is within the Code to eliminate overhead wiring. When we have had any number of applicants before you with site development plans, they've had to eliminate the overhead wiring.

I don't see this as any different from any of those, other than we do understand the abilities of the applicant, and we are willing to concede an amount of time to accomplish it.

But if we don't make some progress, then we don't make any progress.

CHAIRMAN MADDEN: Right. I agree. I mean --

MR. HOWARD: I agree. I think that we've shown a lot of flexibility in some other areas.

I think the one thing -- one comment I would make is that maybe we could go two and a half years, three, recognizing the budgetary constraints of the church and its move, a new construction, maybe we could lengthen the time. It seems untenable to make this, although legally feasible, untenable to manage the contingency of putting this underground later.

So I would suggest that maybe there's some middle ground and adjusting for your budgets over the next couple of years, not having to incorporate this expense into the current project, but spreading it out over a little longer term than maybe everybody here would like, but still accomplishing our goal of undergrounding all these utilities, so my suggestion would be extending that length of time.

CHAIRMAN MADDEN: Does thirty months work for you?

MR. LANGDON: Sure.

CHAIRMAN MADDEN: Okay. Okay. Will thirty months work?

CLINTON ENYEART: I'm sorry?

CHAIRMAN MADDEN: Will thirty months work from the time you open?

CLINTON ENYEART: I think we have to say yes, don't we?

CHAIRMAN MADDEN: Or you could do what us Catholics do and have an auction.

MR. LUMLEY: Well, keep in mind, this is a recommendation stage, so the City Council will hear your views as well.

CLINTON ENYEART: Sure.

CHAIRMAN MADDEN: Okay. And we're going to put that in our motion about the thirty months, and then when you get to City Council they can fight there, right?

MR. LANGDON: They can reconsider it, yes, sir.

CHAIRMAN MADDEN: Okay.

Yes, sir.

LEO HSU: I was just going to address the burying lines.

It's Leo Hsu, 908 Bellerive Manor Drive, Creve Coeur.

THE COURT REPORTER: Was he sworn in?

LEO HSU: We are getting ready to open --

CHAIRMAN MADDEN: Hold on. Were you sworn?

LEO HSU: Yes.

CHAIRMAN MADDEN: Okay.

LEO HSU: We are getting very close on our budget. We're not a very big church, you know, 100 people.

Our construction renovations, because, you know,

we're converting it from a, you know, furniture outlet to a church, it's coming to 350 to \$500,000.

We don't have an actual, you know, clear bid on burying these lines. If it's much more than ten grand, you know, this is not going to be feasible.

Looking at the grand scheme of things, you know, we have seen two churches down Old Olive going away, you know, hope there would be some consideration of, you know, the spiritual life, you know, for the community.

But, you know, if it's 20, 30, you know, if it's getting up too much, we just simply can't do it. Thirty months won't really make a difference.

CHAIRMAN MADDEN: Okay.

MR. HOWARD: Understand. Thank you.

CHAIRMAN MADDEN: Okay. Well, everybody makes a motion, I think --

MR. LUMLEY: You want to see if there's anybody else wants to speak?

CHAIRMAN MADDEN: Is there anybody else in the audience who wants to speak?

Yes, sir. Come up, state your name and address, please.

KEN ROHAN: I'm Ken Rohan, 11133 Clarissa Drive.

I join this property on the south end. And my only reason for coming was, is there going to be a fence

across the back, and from what I understand, it said yes, is that right?

CHAIRMAN MADDEN: Yes. Yes.

KEN ROHAN: Because in the past, I've dealt with home decorators and the trash and all this stuff --

CHAIRMAN MADDEN: Yeah.

KEN ROHAN: -- coming down, and presently cars coming in there, shining the lights down into my property.

But the, like I say, the fence is the only thing I was concerned about, and as far as them going in there, I'm happy to hear them coming.

CHAIRMAN MADDEN: Thank you.

Anybody else? Mr. Langdon.

MR. LANGDON: Just one last thought on the undergrounding.

By allowing the amount of time, it gives the applicant a -- an amount of time to determine their abilities, and they still have the right, if they find that they cannot do it, to come back to the Planning Commission and ask for an amendment to the CUP allowing either more time or removing the condition entirely, but at least this provides a target and a timeframe.

CHAIRMAN MADDEN: Okay. Anybody else? Okay.

Somebody want to make -- oh, want to enter your exhibits?

MR. LUMLEY: Offer the following documents into the record of this public hearing: Documentation in possession of the City Clerk reflecting notice provided to the public, the staff's report, the City Code of Ordinances and Charter, the City's Comprehensive Plan and the public file regarding the application.

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

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

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

**AN ORDINANCE AMENDING CHAPTER 405.390.D.2.A OF THE ZONING CODE OF THE
CITY OF CREVE COEUR, MISSOURI TO INCREASE THE MAXIMUM DENSITY AND
INCREASE THE MAXIMUM FLOOR AREA RATIO THAT MAY BE REQUESTED FOR ANY
PLANNED RESIDENTIAL DEVELOPMENT PROPOSAL**

WHEREAS, an application by Joe Nicpon, on behalf of Terra West Apartments, Inc., has been submitted to increase the maximum density, from 20 to 40 units per acre, and increase the maximum floor area ratio (FAR), from 0.4 to 0.6, that may be requested for any planned residential development (PRD) proposal within a Planned Zoning district; and,

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri has recognized the need for amendments to the Planned Zoning 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 Monday July 15, 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 Monday July 15, 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 405.390.D.2.a, Planned Residential Development (PRD), paragraph (2) is hereby repealed and a new paragraph (2) is enacted in lieu thereof, as follows:

D.2 *Types of planned zoning districts.*

a. *Planned residential development (PRD).*

- (2) Housing densities may not exceed six (6) units per acre for new single-family residential nor forty (40) units per acre for new multi-family residential. For the purpose of calculating density, acreage shall not include areas located in a 100-year floodplain.

SECTION 2: Section 405.390.D.2.a, Planned Residential Development (PRD), paragraph (4) is hereby repealed and a new paragraph (4) is enacted in lieu thereof, as follows:

D.2 *Types of planned zoning districts.*

a. *Planned residential development (PRD).*

- (4) The floor area ratio (FAR) shall not exceed six-tenths (0.6). However, where a proposed district includes pre-existing buildings that are found to otherwise satisfy the overall purpose and intent of this Chapter, the FAR may be waived so long as the building coverage does not exceed thirty-three percent (33%) of the site area and the sky exposure plane requirement is met.

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

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-024 FOR A TEXT AMENDMENTS TO THE PLANNED RESIDENTIAL
DEVELOPMENT (PRD) DISTRICT REGULATIONS TO ALLOW FOR AN
INCREASE IN DENSITY AND FLOOR AREA RATIO (FAR)**

FOR THE MEETING OF: July 15, 2013

LOCATION: Any subsequently approved PRD.

REQUEST:

Joe, Nicpon, of Terra West Apartments, has applied to amend Sections 405.390(D)(2)(a)(2) and (4) of the Creve Coeur Zoning Code to increase the maximum density from 20 units to 40 units per acre and increase the maximum FAR from 0.4 to 0.6, respectively.

The proposed text amendment will allow the applicant to seek approval of the rezoning and redevelopment of the 7.07 acres at 10545 Old Olive Street Road (formerly Hamilton Christian Church) as a multi-family planned residential development with a commercial component along Old Olive Street Road.

ADDITIONAL INFORMATION:

The planned zoning districts were approved in 2008, originally in an attempt to rezone the downtown condominiums to a zoning category that was not primarily commercial (Core Business). Since that time, no new projects have been approved with Planned Residential Development (PRD) zoning.

APPLICANT: Joe Nicpon
Terra West Apartments, Inc.
5091 Baumgartner Road
St. Louis, MO 63129

REPORT PREPARED BY:


Paul Langdon, AICP
Director of Community Development

7.12.2013
Date

Key Issues:

- Is this a reasonable exercise of zoning authority?
- Does the request further or implement the goals of the Comprehensive Plan?
- Is the request consistent with the purpose of the Planned Zoning Districts and the Zoning Code?

Comp. Plan References

- Goals and Strategies
- Design Guidelines
- Commerce Center Action Area

Zoning Code References

- Section 405.390(D)(2)(a) Planned residential development (PRD)

ATTACHMENTS: Draft Ordinance
Public Comments in Opposition (4)

BACKGROUND

The Planned Zoning Districts (“PRD” Planned Residential Development and “PCD” Planned Commercial Development) were adopted in 2008 in an effort to provide the condominiums along Coeur de Royale Drive and Sarah Lane a zoning designation that was not primarily commercial (they had been zoned “CB” Core Business). At the time, the City had never had a true planned zoning process, only the “Design Development” procedures that had very limited discretion since they were, essentially, overlayed on existing districts. As such, a lot of time was spent simply coming to understand how such districts are best used and what limitations should be placed on their use.

Planned districts are a form of flexible zoning that, when mutually agreed upon by the City and the developer, can allow the most interesting and challenging projects. Ideally, they should be used only for those projects that cannot be accommodated by the conventional districts but can offer some unique aspects that the Planning Commission and City Council find to be of particular value to the community. In other words, their flexibility should be balanced by high expectations.

In the 2008 deliberations, the Planning Commission and City Council had specific discussions about the housing density and floor area ratio (FAR) that should be allowed in the PRD. Initially, the FAR was not limited but the density was limited to 20 dwelling units/acre. An FAR of 0.6 was first proposed, but it was ultimately lowered to 0.4 in response to concerns of the Council that 0.6 would allow too much building bulk on a given site. Since approval, the only PRD approved has been the one initially sought for the condominiums.

The applicant is wishing to develop a mixed-use, mixed-residential development on a former church site (Hamilton Church) on Old Olive Boulevard. A large site, the property has CB district commercial development on one side, and single-family attached and detached housing on the other. After considering a variety of residential and commercial options, the applicant believes that a low-rise combination of all these uses is the best concept for this site and that a PRD is the most effective way of regulating the project. However, to do so, they will require greater flexibility in the PRD regulations. Specifically, they have applied to have the PRD density increased from 20 to 40 dwelling units/acre and the FAR raised from 0.4 to 0.6. The FAR is the ratio of gross building floor area to site area. For example, a 10,000 square-foot building on a 10,000 square-foot site has a FAR of 1. The same building on a 20,000 square-foot site has a FAR of 0.5.

It should be noted that the applicant’s early concepts are not designed to these standards; they are designed to both a lower density and FAR. However, in discussions with City staff, they realized that the planned zoning district lacks flexibility and have requested standards that would grant such flexibility.

COMPREHENSIVE PLAN AND DESIGN GUIDELINES ANALYSIS

With any text amendment, the analysis must first evaluate whether or not the proposal will result, generally, in development that is consistent with the Comprehensive Plan. Given that the entire conception of the PRD (and PCD) is to allow projects only if they demonstrate strong agreement with the goals of the Comprehensive Plan, the zoning should, by extension, be an effective implementation of the Comprehensive Plan.

At the time of their initial development, the following statement was made in a staff report:

Floor Area Ratio (FAR). It is the purpose of a planned district to remain flexible so that amenities that may be highly desired by the community can be provided by developers while keeping the project financially viable. However, it was pointed out that certain conditions will never be tolerated by the community and the PZD should respond to those limits. The first of these is FAR. This numerical balancing of building height and coverage is expressed as a ratio of gross floor area to gross site area. In the residential districts that are most similar to what would be expected in a PRD (C, D, and AR), the maximum FAR is 0.4. (Staff report on Application 08-029, dated August 28, 2008)

The question before the City raised by this application is whether or not an FAR above 0.4 will, in fact, "...never be tolerated by the community." Indeed, at various times, some residents in the city have spoken out against higher density developments and the Comprehensive Plan does state:

Community Image and Identity

4. *Maintain the City's strong low-density residential image and character. (p.23)*

However, there are existing residential developments with higher floor area ratios (King's Landing: 1.28; Summit Lofts: 1.25 originally, subsequently reduced to 0.89, Ballas Condominiums: 0.7). There are also many condominium projects in the city where the FAR was not determined at the time of construction, but it is clear by inspection that they exceed an FAR of 0.4 (Coeur de Royale, Golfview). It should also be repeated from the 2008 staff report that an FAR of 0.4 is allowed in the C, D, and AR single-family districts. Although there was concern about keeping PRD developments fully compatible with the low-density single-family residential areas, it is difficult to conclude that limiting the PRD to the same FAR will provide the kind of development flexibility that is necessary to attract the type of creative, mixed-use projects for which the planned zoning district was created. Indeed, it is likely that most residents would be opposed to such developments in the single-family residential portions of the city, but approving them in those locations would be contrary to the Comprehensive Plan and the land use pattern established by the Zoning Map.

Questions of density are not as clearly spelled out in the planning history or the Comprehensive Plan. The applicant is proposing a maximum allowed density of 40 units per acre within a PRD, while the "CB" Core Business district allows 20 units per acre by right and sets no limits with the approval of a conditional use permit. The "AR" Attached Single-family Residential district allows a maximum of 6 units per acre. Within the city, multi-family developments exist at a variety of densities. Mill Crossing, on the west end of Olive Boulevard, is 13.8 units per acre while King's Landing, in the core business area, was approved for 170 units on 3.17 acres, or 53.6 units per acre. On Old Olive Street Road, Carriage House condominiums are 23 units per acre. Clearly, there are locations appropriate to a wide variety of densities.

In the portions of the city that are not dominated by low-density residential (designated Core Business District and Commerce Center in the Comprehensive Plan), the following goals appear in the Comprehensive Plan:

Commerce Center-Residential Preservation and Economic Development

3. *Encourage the redevelopment of the area between Olive Boulevard and Old Olive west of Lindbergh Boulevard with uses that will serve and complement business park users and their employees. Improve the quality of this development through enforcement of the City's*

*Design Guidelines, and ensure that redevelopment plans include the “green line” park.
(p.70)*

Central Business District – Residential Preservation and Economic Development

6. *Create a master plan or a redevelopment plan for the town center area within the Central Business District...Specifically, this master plan or redevelopment plan should have the following components:*

- **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.*
- **Density of Development** – *the density of development in this area should also be determined based upon a market analysis. In Central Business District 1, 2, and 3, the City should encourage higher densities and floor area ratios i.e., 4-5 story buildings (or taller in some areas) and floor area ratios of 3.0 instead of the current 1.25, to the extent feasible from a marketing and compatibility standpoint. Density in Central Business District 4 and 5 should remain lower, since they are transition areas and serve as buffers between the residential neighborhoods and areas of higher density.*

To quote from the staff report of March 18, 2013 referencing the proposed apartment complex on Old Olive Boulevard (within the Commerce Center planning area):

Most of this area has been languishing. The Parcel 1 property has remained vacant, and the church down the street at 10545 Old Olive Street Road is closing after their Easter Service at the end of the month. The current business climate is not moving toward more small scale retail development and the lack of connectivity across Lindbergh Boulevard does not lend itself to further commercial redevelopment along Old Olive Street Road. The inclusion of new residential units in the area would offer a complementary use to the businesses, particularly in the nearby life-science industries, were many of the employees prefer to live within walking or biking distance from work, and/or within a walking distance to the existing retail and commercial developments. Providing new quality residential units in this area appears to meet with the intent of the Comprehensive Plan and could spur on further redevelopment efforts that would also support the existing commercial and retail developments.

Taking all of these points together, there are places in the city where higher development intensities were foreseen by the Comprehensive Plan and the subsequent 10 years have shown that such development is either successful or sought by the development community. Staff believe that the important point, relative to the Comprehensive Plan, is that the city is diverse enough to accommodate a broad range of housing densities and, subject to the many other design limits and expectations in the planned zoning districts, the PRD can, on a site specific basis, allow higher densities and still satisfy the goals of the Comprehensive Plan. That is not to say that high densities are always desired or appropriate, but such is the intended function of a planned district that it can be tailored to a specific set of circumstances.

ZONING CODE ANALYSIS

Furtherance of the Purposes of the Code

Changes to the Zoning Code must also be consistent with the purposes of the code, in general, and the particular regulatory section, in particular. The purposes of the Zoning Code are:

1. To protect, provide for and promote the public safety, health, convenience, comfort, morals, prosperity and general welfare of the residents of the City of Creve Coeur, Missouri.

2. To encourage the most appropriate use of land, to conserve and enhance the value of property, to provide adequate open spaces for light and air, to prevent undue concentration of population, to avoid excessive congestion of streets, to secure safety from fire, flood and other dangers and to assist in the provision of adequate community utilities and facilities such as transportation, water, sewage, schools, parks and other amenities in the City of Creve Coeur.
3. To guide the future growth and further development of the City within the spirit and intent of the Comprehensive Plan or current land use plan with variations requiring public disclosure and rational.
4. To protect and conserve the value of buildings and improvements and to minimize the adverse impact of development on adjoining or nearby properties.
5. To establish a beneficial relationship between the uses of land and buildings and the public street system; to require the proper location and design of streets and building lines; and to make adequate provision for pedestrian traffic circulation.
6. To encourage the wise use and management of natural resources; to provide adequate and safe recreational areas; to maintain the natural beauty and topography of the City and to ensure appropriate development with regard to these natural features; to minimize the pollution of air, ponds and streams; to ensure the adequacy of stormwater drainage and detention facilities.

Unlike a conventional zoning district where certainty in the outcome is one of the key characteristics of the district, the specific standards in a given planned zoning district are inherently difficult to predict. As indicated from their very creation, planned districts should be flexible in concept and then each unique approval honed to ensure that the purposes of the Zoning Code are being followed at a given location. It is certainly possible that approval of a development in one location would not meet those purposes, but in another location, it would. Ultimately, staff believe that as long as the district requires that the City carefully undertake a public comparison between the project and the Zoning Code and requires documentation of the decision, the purposes of the Zoning Code are met.

Effect in Practice

If the amendments are approved, it is possible that a PRD will get approved in the future that has a density of 40 dwelling units per acre and a FAR of 0.6. This would not be the highest density nor the highest FAR in the city and would have to be balanced against the high design and public benefit expectations set by the defined approval process. The city will still be predominantly low-density residential development and none of the usual efforts to protect residences through buffers and traffic control are diminished if the application is approved. On the other hand, any proposed project that does approach or reach these limits of density and FAR will, in its context, have visual and functional impacts that will need to be considered and mitigated before any approval can be granted.

CONCLUSION

Unlike conventional zoning districts that establish the larger context in which a project is approved, a planned development (residential in this case) must respond to the context around it. To be able to do this, the Zoning Code must provide sufficient flexibility in the development standards for a project to address that context and remain economically viable. Both the proposed FAR and residential density are below standards approved for other developments in the city but are greater than the majority of developments in the city. Both provide a degree of flexibility but are not effectively unlimited. Some residents have spoken for and against these proposals and the Planning Commission is aware of specific projects, both on Old Olive Street Road, that would be built to similar limits.

Finally, Staff believe that simply allowing flexibility is not tantamount to changing the character of the city and these proposals do represent sound planning practice for the following reasons:

- There are several developments in the city that already exceed the standards being proposed and those projects do not appear to have harmed the character of the community.
- There are few locations where a PRD can even meet the eligibility criteria so there will be few applications to begin with.
- The extensive list of design expectations and required community benefit will preclude any PRD from being developed below community standards or not in general conformance with the goals of the Comprehensive Plan and Purposes of the Zoning Code.

Ultimately, the Planning Commission and City Council must weigh these considerations and answer the question that remains from 2008 about whether or not these proposals are beyond anything the community will tolerate. If the answer is “yes” and the Commission and Council members believe these standards can never be accepted, then the request should be denied. If “no,” meaning the members believe these proposals can be accommodated in some locations within the community, then the request should be approved.

ACTION AND MOTION

If the Planning and Zoning Commission believe that the amendments accomplish the purposes of the Comprehensive Plan and Zoning Code as proposed, then they should support a motion on the attached draft ordinance. Whether or not the members of the Commission support any request, the motion should be made in the affirmative and then votes cast “yea” or “nay” on that motion. The following is an example motion for this application:

“I move to recommend approval of the draft text amendment ordinance attached to the July 15, 2013, staff report on Application #13-024 to increase the maximum allowable density from 20 to 40 units per acre and FAR from 0.4 to 0.6 within a PRD, Sections 405.390.D.2.a(2) and 405.390.D.2.a(4) of the Zoning Code, as discussed by the Planning Commission this day.” (Modifications must be made by preceding motion).

If the members wish to vote on the density and FAR amendments separately, the following is an example motion:

“I move to recommend approval of the proposed [density]/[FAR] text amendment to [Sections 405.390.D.2.a(2)]/[405.390.D.2.a(4)], discussed in the staff report on Application #13-024, and direct staff to prepare the appropriate draft ordinances as discussed by the Planning Commission this day.”

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.

Langdon. Paul

To: Langdon. Paul
Subject: RE: Planning and Zoning Meeting on July 15

From: Aris Woodham
Sent: Friday, July 12, 2013 3:45 PM
To: Langdon. Paul
Subject: Planning and Zoning Meeting on July 15

Paul, hello. I live in Carriage House Condominiums at 942 Guelbreth but will not be able to attend the P and Z meeting on Monday. I did want to communicate my opposition to the proposed zoning changes on the agenda for Old Olive. In particular, the doubling of the unit density maximum (from 20 to 40) would have a particularly nasty effect on the area, rendering it unpleasantly congested and crowded. I doubt this is what Creve Coeur wants for its eastern border. Please communicate my opposition to the appropriate individuals on the Commission.

Thank you,
Aris Woodham

Subject: FW: Planning and Zoning re Text Amendments

Good evening,

My name is Kelly Mueller. I am a Creve Coeur homeowner (and voter) - from a family that has owned residences in Creve Coeur since 1960. I'm currently President of the Briarcliff Condominium Association (Olive/Spoede). Our property is adjacent to the Hamilton Christian Church property on Old Olive.

As you might imagine, our owners are concerned about the possible development of the church property - especially if that development is allowed double the number of units per acre than has ever been allowed in Creve Coeur. Our Association Board has voted unanimously to oppose this zoning change, and every member who was at an owners meeting last night also stood against it.

Our questions are many. Here are a few. We hope you will give these serious consideration if/when these changes come to you for a vote. (Yes, we will be in attendance at the Planning and Zoning meeting Monday evening.)

1. How does this increased number of residential properties impact MSD? Will the runoff water be directed *to* our property?...or away from it?
2. How will this proposed development affect the traffic in the area of Old Olive and Olive?
3. Has the other apartment development (further east on Olive - on the south side of the street) been approved? How many units will *that* development be adding to this area?
4. As taxpayers in the School District of the City of Ladue, how might this proposed development impact the enrollment at Spoede School and other district buildings?
5. How exactly do you believe this will **HELP** our community as a whole? If we haven't allowed that many units per acre before, what compelling reason do we have to change now - and change by **DOUBLING** it? Who benefits? (Certainly **NOT** the current Creve Coeur residents!)
7. If we (Briarcliff owners) are taxed at the "single family" rates, how can you change laws for us but **NOT** for other 'single family' residences? Will the tax structure also be changed to separate us from "single family"?

Thank you for your consideration of our concerns.

Kelly Mueller
1010 Thoreau Court, Unit 107
kelly46@me.com
314-993-2535

Subject: FW: Reaction to public hearing notification

From: Peggy Shepley [<mailto:pegsshepley@att.net>]
Sent: Monday, July 08, 2013 3:27 PM
To: wwkelly@ci.creve-coeur.mo.us
Cc: pegsshepley@att.net
Subject: Reaction to public hearing notification

Dear Whitney Kelly,

I am an owner at Briarcliff Condominiums, specifically at 1054 King Henry Court Creve Coeur, Mo. 63146.

I am opposed to changing the density of the property that is just east of us. I do not want more buildings nor do I want greater density than now exists.

I have relied on my family's knowledge of City Planning. My brother who is a PHD in City Planning and Noise Pollution has a significant reputation in his field. Educated at Westminster College, as well as University of Pennsylvania he has been on the faculty at Georgia Tech as well as Emory and Fla. Institute of Technology. Respected around the world his word is law. My background has taught me to bow to those who are well informed and in this situation my brother who has been Dean and Vice Chairman is tops in his field.

Please consider my letter as a genuine effort to make those who make quick decisions to take time and show respect for those who are informed and deeply committed to making the right moves to improve the quality of life here in St. Louis.

Peggy Shepley

Peggy Shepley

Dielmann Sotheby's International Realty

8301 Maryland Ave. Ste. 100

St. Louis, MO 63105

Home Office: 314.872.3222

Main Office: 314.725.0009

Cell: 314.277.4661

Fax: 314.872.7111



Mr. Louis L. Meyers
1032 King Henry Ct.
Saint Louis, MO 63146

314-993-6561

7/10/13

Dear Ms. Kelly:

I am in complete opposition to any apartment project planned for the 10545 Old Olive St. Rd. especially since the developer wants to increase the maxium density from 20 units to 40 units per acre.

This will create noise & disruption during construction & permanently with children playing & climbing up & down the soon to be constructed series of replacement tie walls in August.

This will affect every resident in King Henry Ct. whose units back up to the tie walls.

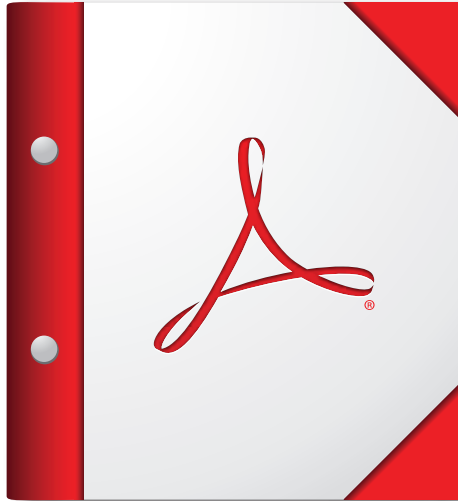
This was a problem in the past before the large bushes grew to prevent such activity & will take years for large, barrier bushes to grow.

Thank you.

Sincerely,



Louis L. Meyers



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Get Adobe Reader Now!

Langdon. Paul

From: Creve Coeur Voter [editor@crevecoeurvoter.com]
Sent: Sunday, July 14, 2013 4:20 PM
To: Langdon. Paul
Subject: #13-024

Paul-

I am opposed to the increase in maximum density of a PRD. While the staff report makes valid arguments in support of the change, my recollection of the original discussion of the limit when the PZD approach was approved includes at least one factor not addressed. There was a concern that existing single family properties could be aggregated and converted to a PRD. That being the case, or at least a possibility, retaining the limit would help ensure that the quality of resulting housing stock would live up to the expectations of the surrounding residential areas. I believe that was a factor which influenced the Council to reduce the limit. This problem is reflected in the opposition of the Briarcliff residents and would be even more problematic in other parts of the city.

There seems to be a recurrent theme that projects are "not economically viable" unless Creve Coeur relaxes its standards to accommodate developers. I do not believe this. I would suggest that Creve Coeur retain an independent expert to render an opinion on such contentions.

Please add to the record.

David Caldwell



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, JULY 15, 2013
7:00 P.M.**

A public hearing and regular meeting of the Planning and Zoning Commission of the City of Creve Coeur, Missouri was held on Monday, July 15, 2013, at the Creve Coeur Government Center, 300 North New Ballas Road. Chair Tim Madden called the meeting to order at 7:00 p.m.

MEMBERS PRESENT: *Mr. Tim Madden, Chair*
 Dr. Michael Barton
 Mr. James Faron
 Mr. Charles Pullium
 Mr. Gene Rovak

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

2. NEW BUSINESS

A. PUBLIC HEARING

Application #13-024: Text Amendments to the Planned Residential Development (PRD) District Regulations to allow for an increase in density and floor area ratios (FAR).

Applicant/Agent: Joe Nicpon
 Terra West Apartments, Inc.
 5091 Baumgartner Road
 St. Louis, MO 63129

Mr. Brad Goss, SmithAmundsen, 120 S. Central Avenue, representing Terra West LLC, explained he is seeking the text amendment to proceed with a mixed used project, using Planned Residential zoning on a 7 acre tract of ground. Mr. Goss said the property is presently the site of the Hamilton Christian Church. Mr. Goss said he has no site plan to present as this is just for the text amendment. Mr. Goss showed an illustration of the site and explained the zoning surrounding the property, which is a mixture of residential and commercial. Mr. Goss explained the proposal would be 161 luxury apartments, ranging in rent from \$1,200-\$1,800, including one, two, and three bedroom options, and also have a commercial component of 4,000-8,000 square feet that would support the project (i.e. coffee shop, yogurt establishment, or Edward Jones). Mr. Goss said the target market is people who have significant disposable income, yet do not want to own a home. Mr. Goss said they

anticipate people coming to the city who are interested in the life sciences industry, working with Monsanto, and eventually leaving at some point. Mr. Goss also stated he did not think the apartment would be family oriented or for people with families. Mr. Goss showed pictures of the site from all street angles and directional views, as well as showing a preliminary site plan and elevations. Mr. Goss said the text amendment includes an increase to the floor area ratio from .4 to .6.

Dr. Barton asked why this location, why not where the city center would be? Mr. Goss stated this is one of the only larger sites left in Creve Coeur and it is in the perfect setting with the mixture of residential and commercial. Mr. Goss also said it serves as a catalyst for the Old Olive Corridor.

Mr. Faron asked what is the FAR on the project. Mr. Goss said they would not be seeking .6 and the project is still conceptual, things can be changed. Mr. Faron also asked if the applicant was willing to work with MSD in regards to run-off. Mr. Goss said yes and explained MSD has changed their regulations and have a zero run-off rule. Mr. Goss added that conceptually MSD has approved the underground storm water detention. Mr. Faron wanted to know if a traffic study would be completed, to which Mr. Goss said there would. Lastly, Mr. Faron wanted to know if there would be any buffering changes, and Mr. Goss said they would not be touching the Briarcliff retaining wall.

Ms. Kelly Mueller, 1010 Thoreau Court, spoke in opposition of the project. Ms. Mueller also submitted a letter to the Mayor and Council. Ms. Mueller is concerned with doubling the units per acre.

Ms. Linda Rezny, 104 Graeser Acres, spoke in opposition of the project. Ms. Rezny does not believe the changes coincide with the current residents. Ms. Rezny said she thinks this is spot zoning.

Mr. Ollie Fischer, 953 N. Spoede Road, spoke in opposition of the project. Mr. Fischer asked the Commission to not allow profit over quality of life.

Ms. Leslie Des Roches, 942 N. Spoede Road, wanted to know how high the buildings that are being proposed?

Mr. Langdon explained there has been too much talk about a site that does not exist yet, and the issue being considered is a text amendment to the Planned Residential District and to floor area ratio. Mr. Langdon explained zoning districts and what Planned Residential Zoning is.

Mr. Langdon addressed a couple of items that were discussed, one being the school district. Mr. Langdon said he has talked to the Ladue School District and they are not concerned about overloading schools, at this point. Mr. Langdon also said he has spoken with Danforth, Helix Center, and Monsanto they know people who are looking for rental housing at a higher level in this area and would like to see these projects move forward. Lastly, Mr. Langdon said single-family status, saying that when you put a number of units together (typically more than 4) it is considered multi-family housing.

Mr. Pullium wanted to know if the commercial aspect of the proposal is already allowed. Mr. Langdon said the front 200 feet of this property is zoned General Commercial and the rest is

zoned County R-3, which is county zoning that was not changed when this area was annexed into the city.

Mr. Goss addressed some concerns stating they are not doubling the units per acre and they do not want to use the maximum density proposed. Also, MSD has zero tolerance for run-off and that will not be an issue. Mr. Goss said the project fits the city because of the context of the site. Mr. Goss said with 7 acres of land you can do creative planning and it fits into a larger area with plant science. Lastly, Mr. Goss explained there is not a final design for this building and it would be 45-50 feet and four-stories high and may not even be visible from Briarcliff.

Mr. Pullium asked about the height of the building and Mr. Langdon said it is 24 feet at its peak and cross sections will be drawn as a requirement to evaluate height of building versus the slope and effect on adjacent housing.

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

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

Mr. Faron motioned to recommend approval of the draft text amendment ordinance attached to the July 15, 2013, staff report on Application #13-024 to increase the maximum allowable density from 20 to 40 units per acre and FAR from 0.4 to .06 within a PRD, Sections 405.390.D.2.a(2) and 405.390.D.2.a(4) of the Zoning Code, as discussed by the Planning Commission this day. Dr. Barton seconded the motion with the resultant vote as follows:

Dr. Barton said he supports the project and just because you approve something does not mean it is allowed or a specific project has been passed. Dr. Barton gave Enclave at Bellerive as an example and also the Thompson property on Ladue.

Dr. Barton – aye
Mr. Pullium – aye

Mr. Faron – aye
Chair - aye

Mr. Rovak – aye

3. ADJOURNMENT

There being no further business to come before the Planning and Zoning Commission, upon motion being made and duly seconded, the meeting was adjourned at 9:42 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



city
of

CREVE COEUR

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

July 16, 2013

Mr. Brad Goss
SmithAmundsen
120 S Central Ave, Suite 700
St. Louis, MO 63105

Re: Application #13-024: Text amendment to Planned Residential Development (PRD)
District Regulations to allow for an increase in density and floor area ratio (FAR)

Mr. Goss:

The Planning and Zoning Commission, at its meeting of July 15, 2013, reviewed your request for text amendments to the Planned Residential Development (PRD) District Regulations to allow for an increase in density and floor area ratio (FAR).

By unanimous vote, the Planning Commission recommends approval of the text amendments, 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, July 22nd, 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
S. Unser, Chief Building Official

PLANNING AND ZONING COMMISSION PUBLIC HEARING

CITY OF CREVE COEUR, MISSOURI

300 NORTH NEW BALLAS ROAD

MONDAY, JULY 15, 2013

7:00 P.M.

APPLICATION 13-024

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair
Mr. Michael Barton
Mr. James Faron
Mr. Charles Pullium
Mr. Gene Rovak
Mr. Carl Lumley, City Attorney
Mr. Paul Langdon, AICP, Director of Community Development
Ms. Whitney Kelly, AICP, City Planner
Ms. Julie Lowery, Recording Secretary

McLaughlin Court Reporting Services, Inc.

Deborah K. McLaughlin, RPR, MO-CCR #314, IL-CSR, KS-CCR
4772 Gatesbury Drive
St. Louis, MO 63128
(314) 487-2259

1 CHAIRMAN MADDEN: Okay. G, another public
2 hearing, Application No. 13-024: Text amendment to the
3 Planned Residential Development District Regulations to
4 allow for an increase in density and floor area ratio.

5 Everybody that may want to make a comment on
6 this or has a question, please come forward and be sworn
7 in, even if you're in the audience.

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

9 MR. BRAD GOSS: Mr. Chairman, my name is Brad
10 Goss. I'm with the law firm SmithAmundsen, 1720 South
11 Central, Suite 700, Clayton, Missouri 63105.

12 I'm representing Terra West, L.L.C. in
13 connection with the requested text amendment to increase
14 the minimum -- the maximum density and maximum floor area
15 ratio in the Planned Residential Development District.

16 We are requesting this text amendment in order
17 to allow us to proceed with a mixed-use project using
18 Planned Residential Zoning on a 7-acre tract of ground
19 located on Old Olive Boulevard, north of Olive and west of
20 Lindbergh Boulevard.

21 The property is presently the site of the
22 Hamilton Christian Church.

23 As this is only a text amendment, we really are
24 not presenting a site plan to you tonight, but, again, I
25 think it will be helpful if we were, for illustrative

1 purposes, went through some of the site plan issues for
2 the site that we are proposing to bring forward in
3 connection with the rezoning, if the text amendment is
4 approved.

5 So I will go through the site plan. Still
6 conceptual, obviously, we would have to come back to the
7 Planning and Zoning Commission, the City Council for
8 approval of the actual rezoning and the planned
9 development if the text amendment is approved.

10 With respect to the site that is in question
11 where the Hamilton Church is located, we have Mixed Zoning
12 around us. The site contains Commercial Zoning and
13 Residential Zoning to the east, and has Commercial Zoning
14 to the south with its Core Business with the AMC Theater,
15 the California Pizza Kitchen and the Bread Company
16 complex; immediately to the west is the Waterway Carwash,
17 and also residential with the Briar Cliff Condominiums,
18 and then to the north of us is residential uses.

19 What we are proposing on this site will be a
20 Planned Residential Development. As it is a Planned
21 Residential Development, it is something that would be
22 very much in the control of the City, as the plan itself
23 has to be approved.

24 The project that we're proposing would consist
25 of 161 luxury apartments that would rent from

1 approximately \$1200 per unit to as much as \$1800 per unit.

2 The units will consist of one, two and
3 three-bedroom units. The property will have a commercial
4 component to it of roughly 4,000 to 8,000 square feet of
5 space that would support the project itself.

6 So what we anticipate the kind of commercial use
7 would be a coffee shop, yogurt establishment or a Edward
8 Jones, that kind of ancillary supported use is what we
9 anticipate.

10 The target market for this project is people who
11 have significant disposable income, and yet do not want to
12 own a home. So what we would anticipate would be folks
13 who are coming to this city who are interested in the Life
14 Sciences industry, working with Monsanto, they're coming
15 into the city and be leaving the city at a certain point
16 in time.

17 Be kind of -- equivalent housing you'd see for
18 this project would be something you see in Clayton. The
19 project does not anticipate to be one that would be
20 family-oriented. We would not expect people with children
21 to be renting these apartments, and, as they, typically,
22 do not have children.

23 So this is the kind of project that will be
24 generating significant property taxes, yet should not
25 place a burden upon the school district or school

1 services.

2 Just to walk through the site, I did take some
3 photos, as shown on this plan, A, B, C, D and E, so I'm
4 going to walk you through kind of the perimeter of this
5 site, starting in the northwest corner of the site, which
6 is the picture labeled A, and to the -- looking to the
7 north of the site and the southwest corner of the site is
8 C and D, Charlton Way looking east, and then looking north
9 from looking at the east boundary of Briar Cliff
10 Condominium.

11 So, first, looking at the northwest corner of
12 the parking lot on the Hamilton Church site, see the
13 wooded area immediately off -- down the perimeter of the
14 site. You can see the light standard that's next to the
15 tree that gives you a relative scale, the size of the tree
16 that's behind it.

17 Looking to the north in this picture, B, you can
18 see that it's heavily wooded. The site drops off
19 significantly to the north of the site.

20 MR. LANGDON: Mr. Goss --

21 MR. BRAD GOSS: Yes.

22 MR. LANGDON: -- just before you take those
23 down, they're not, cause you're zoomed in too much, I
24 don't think people saw everything that you were referring
25 to.

1 MR. BRAD GOSS: Thank you.

2 The picture on the left is a picture of the
3 southwest corner of the parking lot. Again, I'm standing
4 on the parking lot looking at the trees to the southwest.

5 The picture on the right is a picture taken on
6 Charlton Way looking to the treeline to the east. That is
7 still in the Briar Cliff Condominium property. That
8 treeline continues over onto the subject site.

9 Then looking at the Briar Cliff Apartments --
10 excuse me -- Briar Cliff Condominiums, the -- this is the
11 east boundary of Briar Cliff. You can see the retaining
12 wall that's on the right-hand side of the picture, and
13 then the units themselves on the left-hand side, and then
14 the vegetation above the retaining walls.

15 And this picture shows a little bit more clearly
16 the retaining wall and then the units that back up to that
17 retaining wall.

18 So the units in Briar Cliff on this location
19 have a fairly shallow backyard looking into the retaining
20 wall, and then vegetation is fairly extensive that is on
21 top of that retaining wall.

22 VOICE IN AUDIENCE: Could you speak up? We
23 can't hear at all back here.

24 MR. BRAD GOSS: I'll get closer to the
25 microphone. I'm sorry. Does that help?

1 CHAIRMAN MADDEN: Yeah, there's a handheld mic
2 too if you need it.

3 MR. BRAD GOSS: Thank you. Turn it on. All
4 right. I'll talk louder.

5 What this exhibit shows is the cross section
6 from the Briar Cliff Villas looking across to the east to
7 the subject site, and what you can see is that the Briar
8 Cliff property is at a 670-foot elevation, and the
9 proposed apartment building, the main building in the
10 center of the site, is at a 710-foot elevation, so and
11 then in between is the retaining wall again, see that
12 it's -- the units are looking into -- okay -- and then the
13 vegetation treeline that is partially on the Briar Cliff
14 property and then also on the subject site itself.

15 That tree buffer on the site will -- will be
16 remaining in this location. The parking lot that's shown
17 here is where the existing parking lot is now located, so
18 this tree buffer is not being disturbed as part of this
19 project.

20 So at the site plan that we're looking at here
21 provides for 161 residential units. The commercial use
22 along Olive Boulevard of 48,000 square feet is what it's
23 being conceptually planned for with some residential units
24 on top. Swimming pool in the front.

25 The community itself is a gated community, so

1 that the entrance in this location is gated, and the
2 entrance in this location, as well, is gated.

3 The main building, as I said, is located on the
4 center of the site and the retail and commercial in the
5 front of the site.

6 To give you an idea of the massing of the site
7 in relation to the current improvements on the site, you
8 can see on this tan, brown, is the existing Hamilton
9 Christian Church. And then the main building is more or
10 less set on top of that same footprint. So that the main
11 building massing is staying in the center of the site,
12 while there is the commercial up front, that would be
13 permitted currently under the Commercial Zoning if we
14 just went with a straight Commercial Zoning, because the
15 Commercial Zone, more or less, follows the arc of Olive
16 Boulevard as it moves across. So it would -- plan for
17 this site would be a mix of planned residential units
18 along with the commercial units.

19 Just to give you an idea of the different kind
20 of alternative conceptual elevations that you could see
21 for a project like this, and these are just conceptual
22 types of elevations that Mr. Nicpon has created, go
23 anywhere from the more modern elevation I just showed you
24 to something that is much more traditional in appearance,
25 to something that I would say looks more like a CityPlace

1 type of elevation.

2 So what this kind of development does is it
3 allows a significant amount of flexibility in terms of its
4 appearance. Any kind of elevation, however, of course, is
5 going to come back to the Planning and Zoning Commission
6 and be part of the approval of the overall project.

7 So in sum, what we would like to ask the
8 Commission to favorably consider is the text amendment to
9 allow an increase in the maximum density for units in a
10 Planned Residential District to up to 40 units per acre,
11 and to increase the maximum floor area ratio from .4 to
12 .6, which, if we are allowed this kind of flexibility,
13 then a project, such as ours, would be able to go forward.

14 I'd be happy to answer any questions you might
15 have.

16 CHAIRMAN MADDEN: Any questions for Mr. Goss?
17 No. Okay.

18 MR. BARTON: Is there -- I guess one question is
19 why this spot? Why not something more where we envision
20 the city center to be?

21 MR. BRAD GOSS: Well, I think the answer really
22 is if you look at the site itself, it's a large site.
23 It's one of the few remaining large sites in Creve Coeur.
24 It is 7 acres in size. And if you look at the site, what
25 surrounds it really is the perfect kind of -- of Planned

1 Residential Development because you have the Commercial
2 immediately across the street with the AMC Theater complex
3 with restaurants and shops. You have, to the east, again,
4 a mix of commercial and residential, and then to the
5 west, you've got residential immediately west, but then
6 there's a continuation of commercial.

7 So when you look at this site, it does fit as a
8 Mixed -- as a Mixed-Use Development, within what is
9 essentially Mixed-Use Zoning.

10 The other thing this site does is it can serve
11 as a catalyst for the development of the Old Olive
12 Boulevard Corridor, and I think the staff report mentions
13 that.

14 In addition, we believe that the housing that
15 this project will provide will be ideal for those wanting
16 to work at Monsanto or in the Life Sciences building
17 over -- with the Danforth Project.

18 They are looking for housing for those folks who
19 would be working in those developments. And we will serve
20 that housing need because this is high-end apartment
21 living, and that's not something that's available for
22 them.

23 It's also going to be walkable or bike-able and
24 that's something that's highly desirable in, certainly,
25 for folks working in those businesses.

1 We could also see this project really, by adding
2 this influx of residents with really disposable income, of
3 causing revitalization of a project, such as the Schnucks
4 grocery store, because that certainly is -- is a project
5 that is a little bit older. And if you bring in more
6 residents with disposable income, then, you know, the
7 investment of a store like that becomes much more viable.

8 So that's why we chose this site. We think it's
9 uniquely situated to help out the Life Sciences industry,
10 which is important to the City of Creve Coeur. We think
11 it helps revitalize the Old Olive Corridor, and can help
12 to revitalize some other businesses that are in the area.

13 MR. BARTON: Okay.

14 CHAIRMAN MADDEN: Anybody else? Mr. Faron.

15 MR. FARON: What is the exact FAR on your
16 project? I know you're asking for a increase on that in
17 density. Where would your project fall specifically
18 related to those numbers? It wouldn't push up to the
19 doubling of those numbers, would it?

20 MR. BRAD GOSS: No, we would not be at .6, and,
21 you know, the -- this project still is conceptual, you
22 know, in terms of this site plan. Some things can move
23 around in this site plan. The architects are still
24 working on it. But I can tell you we're not at .6.

25 The reason that we believe it is useful to be at

1 a higher floor area ratio is it does a couple of things.

2 It recognizes some of the higher floor ratios
3 that you already have in the city with projects that you
4 like and that have been approved, and they're mentioned in
5 the staff's report, like the Kings Landing project, for
6 example.

7 And they also allow for someone who is wanting
8 to have units of larger size to include those in their
9 project. So even if your density is a certain number, if
10 you have to have a certain number of units to generate the
11 income, you're going to, if you have a lower floor area
12 ratio, you're going to be out of balance, and what you're
13 going to do is you're going to push down the rental on
14 your units, which is something we don't think is
15 desirable.

16 So we think this gives some more flexibility to
17 the city and you may end up with a higher quality project
18 by doing that.

19 MR. FARON: And you're probably going to tell me
20 that it's economically not feasible to go with what is,
21 you know, your option right now with the .4 and the -- the
22 20 units per acre.

23 MR. BRAD GOSS: Yeah, not only that, it's not
24 only not economically infeasible, but also ends up with
25 entirely different project, and a project that really

1 isn't the kind of project that we're looking at here where
2 you're looking at a multiple-story building concentrated
3 on the site for high-end apartment residential. Instead,
4 you're looking at kind of garden-style apartment-type
5 project, which, again, is not what the market is, and
6 certainly isn't the market for this type of housing.

7 MR. FARON: Is your building footprint roughly
8 on about 3 acres? Is it -- is it hitting that, I guess,
9 FAR, roughly, if it's a 7 acre, you're using about 3 acres
10 roughly or so?

11 MR. BRAD GOSS: Yeah, it's going to be a little
12 bit -- yeah, it's roughly that. It's going to be a little
13 more than that, but, roughly.

14 If you've got 7 acres, we're going to be maybe
15 3.2 or something like that.

16 Again, I don't want to be held to that because
17 these numbers may move --

18 MR. FARON: Sure. No.

19 MR. BRAD GOSS: -- it's conceptual.

20 MR. FARON: Right.

21 MR. BRAD GOSS: But I would say that's roughly
22 where we are.

23 MR. FARON: And the -- one -- one more point.

24 With some of the issues from the adjacent
25 development to the west, I guess with MSD and with traffic

1 and with other related items with concerns from Briar
2 Cliff, as the applicant, are you willing to address some
3 of those or do things that might appease people who are
4 concerned with run-off or any other related aspects?

5 MR. BRAD GOSS: Yeah, and I'm glad you brought
6 that up because I should have raised that myself in my
7 remarks, and I apologize for not doing that.

8 With respect to the storm water run-off, as I'm
9 sure this Commission is aware, MSD has changed their
10 regulations significantly over the last several years,
11 and, in particular, in the last year because of the
12 consent decree with the Environmental Protection Agency
13 that they entered into, and we, in the City of St. Louis,
14 are now paying a higher storm water -- higher sewer fees
15 as a result.

16 We actually have to capture all of our storm
17 water run-off that's coming off of our site. Basically,
18 it's a zero run-off type rule.

19 So, as a consequence, we will be capturing our
20 storm water run-off. And what we are proposing for this
21 site is actually an underground storm water detention.

22 And we've run that by MSD on a conceptual basis,
23 and, conceptually, they have said, yeah, that makes some
24 sense.

25 So we are proceeding on that basis. And so it

1 is our expectation that there will not be a storm water
2 run-off issue with respect to the residents, and,
3 certainly, not with respect to the Briar Cliff folks.

4 With respect to the traffic, yes, we'll
5 certainly be looking at that issue. Again, because of
6 where we are in the process, we have not undertaken a
7 traffic study, but, certainly, we can anticipate that we
8 will be looking at those issues carefully.

9 MR. FARON: And the buffering next to them, I
10 guess with the retaining wall, is that all going to be
11 reconstructed or put back the way it is to not --

12 MR. BRAD GOSS: Well, we will not be impacting
13 the retaining wall at Briar Cliff, that's on Briar Cliff's
14 property, so that's not something that we will be
15 impacting.

16 CHAIRMAN MADDEN: Mr. Rovak.

17 MR. ROVAK: Yeah, I was just thinking, I mean
18 you're -- that -- I'm glad you brought up the storm water,
19 cause, I, as Mr. Goss knows, I'll be looking at that.

20 MR. BRAD GOSS: You're very good at that, that's
21 right.

22 MR. ROVAK: But I guess that combination of the
23 increase in units and the FAR is going to be squeezing
24 you.

25 In other words, you're going to have parking

1 requirements you're going to have to deal with, as well as
2 the storm water.

3 You're going to have to get creative. I mean
4 we're going to have to see some things that are really
5 going to be able to address both of those.

6 Underground detention alone is not going to
7 satisfy.

8 You're aware of MSD's new --

9 MR. BRAD GOSS: Right.

10 MR. ROVAK: -- requirements, so there's going to
11 be a lot of -- lot of things that are going to seem kind
12 of on guard, but are going to be necessary to try to
13 accommodate both the parking requirements and the storm
14 water, so I guess you're prepared for that, that's fine.

15 MR. BRAD GOSS: Yeah, we are, and I appreciate
16 the comment.

17 And it is something that, not only, obviously,
18 we're getting out in front of it, because we're talking to
19 MSD and having that dialogue now, but we are -- we're
20 confident that we'll be able to meet their requirements
21 working with them and working through the process.

22 CHAIRMAN MADDEN: Anybody else?

23 Why don't we go to the audience because I think
24 that's what most of them are here tonight for.

25 First one I have is Herman Noel.

1 VOICE IN AUDIENCE: I think he left.

2 CHAIRMAN MADDEN: Okay.

3 And then Steve L-A-I-S. Okay.

4 How about Kelly Mueller?

5 Please state your name and address.

6 KELLY MUELLER: Good evening. My name is Kelly
7 Mueller. I live at 1010 Thoreau Court in Briar Cliff.

8 I'm the president of the Briar Cliff Condominium
9 Association.

10 I think you may have had the letter that I sent
11 to the Council Members and Mayor Glantz.

12 My -- I think one of the big questions is why at
13 this time, what compelling factor is there to double the
14 amount of units per acre? It isn't like you're asking for
15 just a small variance, but doubling it is gigantic, in my
16 estimation.

17 I don't know if any of you have ever tried to
18 exit the Briar Cliff property right next to Waterway, or
19 exit Waterway, for that matter, any time during the day,
20 there's so much traffic on Old Olive now, I can't imagine
21 161 more units there.

22 That you've considered another thing a little
23 bit further down, and I'm wondering if you're -- if that's
24 been approved or not, another set of units on the other
25 church property there. And will they get double the use

1 as well?

2 I'm really concerned about the MSD. We are
3 rebuilding that retaining wall this summer, actually, and
4 we're a little concerned to see additional water coming at
5 us from there.

6 The schools. I know he said that one, two and
7 three-bedroom apartments aren't going to have any kids.
8 Really? I don't believe that for a minute. A lot of
9 people are going to see Ladue School District, rental, and
10 they're going to fill up fast.

11 Monsanto might take a few, but I don't bet
12 Monsanto has 161 folks coming in wanting to rent an
13 apartment there.

14 I'm wondering how this plan helps Creve Coeur at
15 all or does it at all. And we're also very concerned that
16 we pay taxes as single-family units, and the text
17 amendment, as I read it, said that it would not apply to
18 single-family units. Well, if we're taxed that way, then
19 we need to be treated that way.

20 So you either need to change how we're taxed or
21 allow this property not to be developed next to a
22 single-family development, which we are.

23 That's all I have.

24 CHAIRMAN MADDEN: Thank you very much.

25 KELLY MUELLER: Thank you.

1 CHAIRMAN MADDEN: And Linda Rozny.

2 LINDA ROZNY: Linda Rozny, 104 Graeser Acres.

3 We're all familiar with the person who buys the
4 big house and doesn't really have the furniture to match.

5 And what I'm referring to is the fact that I
6 think there's a movement in Creve Coeur to want to have a
7 big house as to make themselves into Clayton or to make
8 themselves into some kind of a high-tech residential
9 community, but ignoring the residents in -- that they
10 already have that already live here.

11 Do these changes serve the residents that you
12 have? Do you want to get a big city look, a high-tech
13 look as just a facade without any real benefit to the
14 residents?

15 The City is currently looking over a
16 Comprehensive Plan, and a part of the discussion is a new
17 plan for that would be in between Olive and Old Olive, and
18 I think the changing the nature of that area without first
19 going through the city-wide discussion of this area is
20 premature.

21 Discuss what you want to do to this area. Write
22 the plan first.

23 Further, I don't think this plan is in keeping
24 with the current Comprehensive Plan.

25 And I've got some -- I've made some notes on the

1 staff report, and the last three things in the staff
2 report, one of them kind of boiled down to we already have
3 some other things that are high density, and it wasn't so
4 bad for their neighborhoods. They came out to be okay.
5 But is it going to be okay in this area?

6 If it's not okay with the current residents, and
7 there is a loss of property value, even if those
8 properties are not actually in Creve Coeur, that has an
9 impact on Creve Coeur.

10 It was also said in the summary that it
11 wasn't -- this PRD, or whatever it is, there weren't going
12 to be that many spaces, so is this -- especially given the
13 way this was presented, as this isn't something good for
14 the city, this is good for this spot, is this really just
15 spot zoning?

16 And the third point was -- boiled down to since
17 this is a planned thing we can be careful, but because
18 it's a planned thing, you have less guidance and are,
19 therefore, subject not to outlines that have been made
20 with thought away from the subject, but pressure from the
21 developer to say, well, this is what we'd like to do.

22 This isn't just be for this site. This would be
23 a rule for the rest of Creve Coeur, and so, please, avoid
24 the spot zoning thing.

25 Furthermore, if somebody doesn't know that the

1 problem with Schnucks isn't that they don't have enough
2 customers, Schnucks' problem is that the -- the Schnucks
3 administration refuses to fix this store because they
4 really want to build a new store someplace else, so they
5 don't want to put any money in this store.

6 Do they have any better of an idea of the -- who
7 would actually be moving in. Okay. I'm questioning
8 their -- their knowledge of what --

9 CHAIRMAN MADDEN: Okay, Ms. --

10 LINDA ROZNY: -- knowledge of what goes on as
11 opposed to what they would like to think.

12 Thank you.

13 CHAIRMAN MADDEN: Okay. Thank you.

14 Is there anybody else? That's all the cards I
15 had. And if you haven't been --

16 OLLIE FISHER: No, I had a card.

17 CHAIRMAN MADDEN: Okay.

18 OLLIE FISHER: I placed it on her desk right
19 there.

20 MR. LUMLEY: He was sworn in already.

21 CHAIRMAN MADDEN: Okay. Come on up and state
22 your name and address.

23 OLLIE FISHER: My name is Ollie Fischer, and I'm
24 a resident 953 North Spodee, Briar Cliff Condominiums.

25 I rise in opposition to Application 13-024,

1 which would allow for increase in density in floor area
2 ratio.

3 I grew up in the City of St. Louis, and at that
4 time it was an experiment called Pruitt-Igoe where they
5 crammed thousands of individuals into a small area.

6 That didn't work. They have lessons learned
7 from that experiment with increased traffic, increased
8 noise, increased crime, increased tax on the city
9 services, school crowding in the areas.

10 And if this is approved, the developers will
11 also be allowed to increase the density for developments
12 elsewhere in Creve Coeur as well. That's my understanding
13 if this is approved.

14 To this point, other developers have been able
15 to make their developments profitable with the current
16 density, and I don't understand why these individuals
17 cannot do so as well.

18 So I would like to ask that you not allow to
19 place the developers' profit motives over the quality of
20 life for the residents at Briar Cliff, and other residents
21 in the City of Creve Coeur.

22 Thank you for your time.

23 CHAIRMAN MADDEN: Thank you.

24 Anybody else? Okay.

25 Have you guys -- is there somebody else? I'm

1 sorry.

2 LESLIE DES ROCHES: Is it possible to ask a
3 question of the perspective developer?

4 CHAIRMAN MADDEN: Well, he'll have to answer
5 them, but you have to come up -- have you been sworn in
6 for this, ma'am?

7 LESLIE DES ROCHES: Well, I wasn't sworn in
8 because I was --

9 CHAIRMAN MADDEN: Well, just come up, get sworn
10 in and then you can --

11 LESLIE DES ROCHES: Okay. Actually I just have
12 a quick question.

13 (Speaker sworn by the court reporter.)

14 LESLIE DES ROCHES: Leslie Des Roches, 942 North
15 Spoede Road, Briar Cliff Condominium.

16 My question is regarding the height of the
17 buildings that they're proposing to put in in the
18 apartment building, because it looks, after looking at the
19 pictures that were taken, it looks as though it will
20 actually block our light.

21 I mean I know that sounds silly, but it would be
22 a behemoth compared to those of us down below. And I'm
23 just wondering, you know, what's the proposed height
24 vis-a-vis Briar Cliff?

25 CHAIRMAN MADDEN: Okay. We're going to bring

1 him back up for a lot of these, okay. Thank you.

2 LESLIE DES ROCHES: You're welcome.

3 CHAIRMAN MADDEN: You guys want to go next and
4 then you can just answer for everybody, is that okay?

5 MR. LANGDON: I'll do my best.

6 CHAIRMAN MADDEN: Pardon me?

7 MR. LANGDON: Yes.

8 CHAIRMAN MADDEN: Okay. Thank you.

9 MR. LANGDON: Mr. Chairman, Members of the
10 Commission, Paul Langdon, Director of Community
11 Development for the City of Creve Coeur.

12 Well, one thing that we did a lot of on this one
13 that we should have known better from the last time is
14 discussed the site and the project that doesn't exist yet
15 in detail.

16 And I really want to stay away from that. I
17 think that the issue that we are looking at here is, in
18 fact, one that could occur elsewhere in the city from one
19 end to the other.

20 That what is being requested is a change to a
21 Planned Residential District, and by its very nature, a
22 Planned Residential District can occur anywhere that's
23 predominantly residential development. So really it is a
24 broad perspective.

25 One of the things I also want to separate early

1 on here is the difference between what's being requested
2 and what is the need of the project, having just said
3 let's not discuss the project.

4 Before we -- we accuse this applicant of wanting
5 to build more than they're actually asking for, the FAR
6 they would actually use would be less and the density
7 would be less. So I don't want an assumption made that,
8 well, because they're asking for certain numbers, they're
9 going to build to those numbers.

10 They might still, they would have that option if
11 it's approved, but at this stage, that's not the
12 assumption. So let's keep an open mind on that.

13 What they're asking for are numbers that they
14 developed in concert with the City staff, myself,
15 Ms. Kelly, and looking at Planned Development and what
16 it's supposed to accomplish or Planned Zoning and what
17 it's supposed to accomplish.

18 The whole nature of Planned Zoning is, to a
19 certain degree, equivalent to, the phrase was used, spot
20 zoning. But where spot zoning is illegal should not be
21 done because it doesn't follow the Comprehensive Plan and
22 because it doesn't represent an actual zoning district.

23 Planned Zoning has standards attributed to it
24 that are supposed to avoid that, not the least of which is
25 a large size. You can't even get into a Planned

1 Residential Development unless you have 5 acres. That is
2 the minimum size for other residential districts in the
3 city. So if you wanted to create a D Zoning District
4 somewhere, you need 5 acres; if you wanted to create an A
5 Zoning District somewhere, that's the 1 acre zoning, you
6 need 5 acres; to create a PRD, you need 5 acres.

7 So it's absolutely consistent in terms of how we
8 create new districts.

9 Difference in a Planned Zoning District is
10 you're laying out everything about that district in one
11 place, one plan, one ordinance.

12 And this is really a key difference between what
13 we're talking about in this amendment versus the prior
14 application, because I know at some point it's going to
15 sound like I'm talking out of both sides of my mouth here.

16 But there's -- there's this key distinction that
17 with the Planned District you are creating the entire
18 context in one place, in one plan, you're envisioning it
19 all.

20 And, yes, there is a question of how that
21 relates to what's around it, and I'll get to that in a
22 second.

23 But unlike the prior case where the Core
24 Business District created that context, and we were
25 finding -- or we were analyzing a -- a regulation that

1 would allow you to play with that context, you still had
2 to operate within it.

3 That's the basis of euclidian zoning. That's
4 traditional zoning where you set out a large area and hear
5 all the rules, and you got to stay within those rules.
6 That's where that district has value. It has certainty.
7 It has no ability going into it.

8 Planned Zoning District isn't as certain, but
9 you are creating an equivalent setting, an equivalent area
10 where you're setting out the rules, and from that point
11 forward you have that certainty.

12 So, really, we're almost looking at the early
13 days when the city was still growing, and we were taking
14 farm fields that had probably no zoning at the time or
15 maybe very limited county agricultural zoning, and saying
16 what shall we create here; what will it be.

17 Well, that's really the same thing that goes on
18 with Planned Zoning. You're taking a piece of ground,
19 regardless of what it is today necessarily, and saying
20 what shall it be, but it's going to be big and it's going
21 to be defined from edge to edge.

22 So there isn't a -- a great deal of variability
23 once the thing is created. All the variability's at the
24 beginning, it's in the creation of the district.

25 Now, one of the things that you try to do with

1 Planned Zoning is to try to come up with a reason to do
2 it. It takes a lot of effort. It takes a lot of
3 forethought on the part of the developer. It takes a
4 massive investment on their part. It takes a lot of
5 investment in City time to look at it, to analyze it, to
6 consider whether it follows the Comprehensive Plan, if it
7 fulfills the purpose of the Zoning Code. It takes a lot
8 of effort on the part of the residents who have to get
9 involved and we encourage to be involved, and they come up
10 to these meetings and offer their opinion.

11 We don't enter into Planned Zoning lightly.

12 If you're going to invest that much effort,
13 there has to be a good reason. There has to be some
14 motivation for all of us to want to do it.

15 And this goes to the point about, well, what
16 standards are there; how much flexibility or how loose is
17 this.

18 Well, while on one hand you can really come up
19 with any range of designs that might fit a Planned
20 District, and, remember, we're talking about many acres so
21 you're talking about many buildings, you're talking about
22 internal streets possibly, you're talking about huge storm
23 water systems, you're talking about a lot of design.

24 If you read the Planned Zoning District, as
25 we've conceived it, the steps you have to go through,

1 there is a very long list of criteria there, most of which
2 go to conformance with the Comprehensive Plan, the effect
3 on the residents, the effect on traffic, the effect on
4 open space, the effect on the landscape.

5 I mean we do have to look at all those things
6 before we approve a Planned Zoning District. It isn't
7 just a, hey, bring your best idea to the city and we might
8 like it. It doesn't work that way.

9 It's in black and white. It's codified. It's
10 there for everybody to stand up here and say you shouldn't
11 approve this because by your own black and white
12 requirements, you have to look at this issue, and you
13 haven't done that.

14 So Planned Zoning District is not a blank slate.
15 It is a fairly flexible environment, but you still have a
16 lot of criteria that you have to meet.

17 Two of those criteria are FAR and density. And
18 at the time we created these, which is only a few years
19 ago, there was a lot of concern, a lot of analysis went
20 into, well, how much is too much.

21 Given where these could go, at what point do we
22 just say we're just never going to accept that, ever, it's
23 not okay to even ask. Which is kind of the question we
24 were asking in the prior application. That just a bridge
25 too far, if you will.

1 At the time, the -- the -- there was a pressing
2 need to get it done because we had certain circumstances
3 we were trying to address, and we settled on numbers that
4 we knew were safe. I wouldn't say they were wrong. I
5 would say they were safe.

6 But an FAR of .4 is the same FAR we use for
7 single-family housing in the CD and AR Districts. That's,
8 you know, a third of an acre, quarter of an acre lots and
9 attached residential, which is townhome development, Briar
10 Cliff-style development.

11 Well, if a Planned Zoning District is supposed
12 to give a creative outlet for unusual sites or unusual
13 circumstances that are large, how is it offering anything
14 to anybody if the standards simply follow what we already
15 have. Why not simply zone it AR.

16 If we're going to do Planned Zoning, and that
17 decision's been made that we will, then we have to enable
18 it to be useful, otherwise it's a waste of time.

19 It's no guarantee to anybody about an outcome,
20 because, as I said, there's all these steps to go through
21 just to get it approved, but if there's no reward at the
22 end of it, then it doesn't work.

23 The same thing really is true with density. We
24 talked about some of the issues, the storm water, how
25 sophisticated that will need to be to manage the amount of

1 water that we're talking about here; we talked about it in
2 terms of parking, parking over, parking under, within; we
3 talked about it in terms of the variability in the
4 buildings. All these things take a lot of money and,
5 let's face it, we're talking development here.

6 Development is about money. I mean to -- to --
7 to -- to totally divest ourselves of the financial
8 question is sort of ignoring reality. Doesn't mean we
9 base our decisions on the money.

10 In fact, I encourage you to always base your
11 decisions on planning issues. We've been through that
12 discussion many times. You know, it's not just about the
13 money, but it is a factor.

14 And when we look at Planned Zoning, if we're
15 talking about and really requiring that they do creative
16 things, we have to give them ability to pay for that. I
17 mean that's just the reality of it. It doesn't get built
18 for free.

19 40 units per acre is a lot. When you look at
20 our other districts, you know, the A District is one unit
21 per acre, but we have other projects in the city that are
22 40 units per acre. We have lots of projects that are
23 high, they're over 20. Just in this area, the Carriage
24 House is over 20 units per acre, 23. We looked at Briar
25 Cliff. I'm not -- I'm not 100 percent of my unit count,

1 but I think it's somewhere around eight or nine units per
2 acre.

3 The proposal on the other side of the street
4 that was mentioned, you know, would this affect that. No.
5 Because it's not big enough. You can't do Planned Zoning
6 on that one lot. That would be spot zoning. But in that
7 case, it's an extension of the Core Business District that
8 was established with the Pavilion, the AMC Theater and
9 what have you. There is no density limit with a
10 conditional use permit on that property.

11 The proposal that was initially brought to the
12 City was, I think, about 45 units, 48 units per acre. So
13 it's not that we haven't looked at, and, in fact, don't
14 already allow much higher densities, it's already doable
15 in the city. We're not creating any new ground at 40.

16 What we are saying is that if you are willing to
17 take on the effort that it takes to do a Planned Zoning
18 District, and that effort is considerable, there is
19 something to help motivate that and there's the ability to
20 generate money in the project to pay for the things that
21 we're going to demand in the project.

22 If you don't provide that flexibility, to even
23 consider it when you're talking about a large region, then
24 the project doesn't happen.

25 Unlike the prior request where we're talking

1 about one lot and one tenant in a context of a Core
2 Business District that's already trying to set a stage, if
3 you will.

4 For the Planned Zoned District you're building
5 the stage. So you do need the flexibility, the discretion
6 to be able to say here are the various pieces that go
7 together to make this work because it's so large and so
8 expensive.

9 Now, does this applicant need these numbers?
10 No. They're already developing concepts that are below
11 that. So it isn't entirely about financial need, that,
12 well, they're asking for this because they'll walk if they
13 don't get 40 units per acre.

14 I don't think that's what they're saying at all.
15 They're trying to work with us to come up with a number
16 that offers some flexibility.

17 If the Commission and if the Council, ultimately
18 are not comfortable with those numbers, they can be
19 dropped back down. I think at some point it does have an
20 impact on this property and this project. But we're
21 talking about Planned Zoning.

22 We're talking about something that does go
23 beyond just this one site.

24 And there was a question asked back in 2007,
25 2008, when we first looked at this. Is this just more

1 than the City will ever tolerate. That was the question.

2 At the time, we felt like we were getting near
3 the edges because we were talking about these numbers at
4 the time, and they were backed down considerably.

5 Since then we've only had one Planned
6 Residential Development Zoning District approved, and that
7 was for development that was already done. That's the
8 Coeur de Royale, Sara Lane Condominiums, all which are
9 well above 40 units per acre, by the way.

10 So we come back to it today with a project in
11 front of us that says, okay, if I had that flexibility
12 that you said we would never allow, here's the kind of
13 project I can offer; here's the kind of development I can
14 do. It's not development that looks like what we have in
15 the city.

16 It's not Kings Landing. It's similar, but it's
17 not Kings Landing. It's not Summit Lofts, although it's
18 similar. It's something more than that. It's got
19 commercial in it, to a larger extent, it's got luxury
20 appointments to it. It's got a higher rent point to a
21 large degree. It is a higher end thing that brings to an
22 area that has very little investment in the last twenty
23 years. I mean let's face it, Old Olive has struggled.

24 I can tell you, and I -- I -- this is something
25 that, you know, we've already seen, our property owners,

1 commercial property owners, on Old Olive who have seen
2 these projects coming forward are now starting to talk
3 about what can I do to improve my property because I think
4 I can benefit from -- from this development.

5 The strip mall along Old Olive and the office
6 building beside the Pavilion, they're both using these
7 projects to springboard improvements in their existing
8 properties. So there is spinoff benefit. There is reason
9 to look at this just beyond what does the developer get
10 out of the deal.

11 Just to answer a couple of other quick
12 questions. We did talk to the school district when
13 Vanguard, which is the one on the other side of the
14 street, came to light. At that time we were already
15 talking to the applicants tonight and had some sense of
16 the scope of their project, and mentioned it to -- I spoke
17 to a representative there. I don't have their name with
18 me, but I can certainly look that up. They were calling
19 on behalf of the superintendent. We discussed what was
20 involved. They indicated that as far as they understood
21 the taxes, the property taxes for school districts that
22 would be collected off these properties would be
23 substantial from what they could gather. They were not
24 concerned about overloading of the schools; that it could
25 be handled, and had really no further comment until the

1 specific projects were -- were actually in front them.

2 So they are aware of the scope of what we're
3 talking about, and their initial response was that they
4 were -- were comfortable with it.

5 Regarding the Plant Science demand, we've spoken
6 with Danforth; we've spoken with Healing Center, who's
7 operated by St. Louis County Economic Council, and we've
8 spoken with Monsanto. All three indicate that they have
9 quite a few people that are looking for rental housing at
10 a higher level in this particular area.

11 I don't -- I can't give you a specific number,
12 but it's an extent to which when the Vanguard project came
13 to you the first time initially in April, they submitted
14 letters saying they supported the project for the very
15 reasons that have been talked about. It is a form of
16 housing that they're looking to see in this area.

17 So they're on record saying they -- they would
18 like to see it happen. It's not speculation on our part.

19 And, lastly, single-family status. There's
20 always an issue in terms of how you define what a housing
21 type is or what a building type is. And it isn't just
22 what do we zone it. It's what do we zone it; what do we
23 tax it and what do we build it as. Because there's
24 building code type, and then there's zoning code type and
25 then there's tax status. They're all different, and

1 they're aren't necessarily related in very many ways.

2 When you put a number of units together, more
3 than four, traditionally, in zoning, that's considered a
4 multi-family building.

5 If you look at Briar Cliff, there are several
6 buildings in there with far more than four units in them.

7 From a zoning perspective, because they're
8 attached, regardless of the tenure, regardless of whether
9 it's owned or rented, that's multi-housing.

10 When you look at something like, you know,
11 highrise condominium, it's true that each box, if you
12 will, is owned independently, but because they're all in
13 one building, let's say you converted that to rental, the
14 building doesn't change. And zoning planning really looks
15 at the building.

16 Now, what the tax assessor wants to call it,
17 really doesn't matter from our perspective. It's the
18 form. What's the form on the ground. The form is many
19 houses stuck together, whether they're stacked on top of
20 each other or in layers or side by side, it's still a
21 bunch of houses, more than four, attached to each other.
22 That's multi-family housing from a zoning perspective.
23 Totally separate from what the tax assessor says they are.
24 It's not relevant to tax because that changes. Buildings
25 go from apartment to condominium all the time.

1 Lastly, the lessons of Pruitt-Igoe. I have to
2 speak to this because I want to make sure that we -- we
3 maintain the right perspective.

4 I would absolutely positively agree that
5 Pruitt-Igoe is a failure, and so were many other projects
6 that were built in the same manner.

7 But why they failed had a lot of reasons behind
8 it. Only one of which was the form of the building.

9 If multi-family housing was doomed to failure,
10 then why do we have New York City; why do we have the most
11 expensive real estate in St. Louis region built in
12 highrise buildings in Clayton and the city. Most
13 expensive in terms of per square foot value.

14 So it's not that attached housing or
15 multi-family housing is doomed to failure. It means that
16 there are certain sensitivities that have to be observed
17 in terms of who's there and how the property is managed
18 and what investments are made, but it's not about the
19 collection of people in one building.

20 So with that said, I think I've covered
21 everything I wanted to. I'll be happy to answer any other
22 questions or comments from the Commission.

23 MR. PULLIUM: Just one really basic question. I
24 think the comment was made earlier that the proposed
25 commercial plan development that's -- is already

1 allowed --

2 MR. LANGDON: Uh-huh.

3 MR. PULLIUM: -- is that correct? They're -- as
4 they're proposing, it's already allowed under existing
5 zoning?

6 MR. LANGDON: The front 200 feet of this
7 property that they're talking about is zoned General
8 Commercial.

9 MR. PULLIUM: Right. And that's just what I
10 want to clarify, what the existing zoning is on this
11 property, the entirety of property. Can you answer that?

12 MR. LANGDON: The rest of it is zoned County R3.

13 When it was incorporated into the city or
14 annexed into the city, it -- because it was a large church
15 and you had Briar Cliff next to it, there wasn't any
16 zoning that really fit it very well.

17 The 200 feet along Old Olive was already in the
18 city, and that's why it is zoned General Commercial, it's
19 part of the early formation of the city, but that
20 remaining area was added.

21 Since we didn't have a district that really made
22 any sense at the time, this was long before I was with the
23 City, the decision made -- was made, since it's not likely
24 to change in the near future, we'll just be custodians of
25 the county zoning, and that's the way it continues today,

1 except for that 200 feet, which is General Commercial.

2 CHAIRMAN MADDEN: Mr. Faron.

3 MR. FARON: Is Briar Cliff dealt with in the
4 same manner through the county?

5 MR. LANGDON: This -- uh-huh. We are custodians
6 of the county zoning on Briar Cliff.

7 I can tell you, just to give -- just to give you
8 an illustrated example. We had a resident that wanted to
9 rebuild the deck off of their unit there in one of the
10 inline attached townhouse units, if you will. We looked
11 at whether or not it met any of our zoning requirements,
12 and, of course, it's not in one of our zoning districts,
13 so we consulted with the county, and said if you were
14 administering this district in your -- in your
15 jurisdiction, would you approve the deck, and they said
16 yes, so as custodians of county zoning, and finding no
17 reason not to, we approved it.

18 But that's where we are with Briar Cliff.

19 CHAIRMAN MADDEN: Mr. Goss, would you like to
20 come up and comment on the comments and answer the
21 questions?

22 MR. BRAD GOSS: Sure, I'm happy to.

23 I, hopefully, I will address all of them, if I
24 don't, I'm sure the Chairman will point out the ones I
25 don't.

1 The first speaker made a couple of comments.
2 One was about doubling the units per acre, and, again, I
3 think, as Paul noted, we're not doubling the units in our
4 proposed project in terms of what we would propose, we're
5 not using the maximum density that we're asking for in the
6 text amendment.

7 We are asking for that larger density because of
8 the larger planning purposes and working with staff, and
9 for all the reasons that Mr. Langdon discussed. But
10 that's not certainly what we're proposing in terms of our
11 project.

12 In terms of the MSD issue, I think we covered
13 that before. There is a zero tolerance run-off, so the
14 comment was made that they were concerned about additional
15 water running on their property, and MSD doesn't allow it
16 under the current regulations, so we're going to have to
17 deal with, and that's one of the issues we'll have to deal
18 with creatively with this site, and certainly plan to do
19 so.

20 And with respect to the comments about our
21 project and how it fits into the city, we think that,
22 again, we're not before you for the rezoning of that -- of
23 this particular project, but we do think that a Planned
24 Residential Development on that site makes a lot of sense
25 because of the context of that site.

1 You are looking at a site that has commercial
2 already allowed as a right on the front of it. General
3 Commercial. And on the back of the site, as Mr. Langdon
4 said, you have really a repository zoning, you have county
5 zoning that, R3, that really isn't something that you
6 zoned, it's simply something you've kept because of the
7 church that was on the site.

8 So when we look at the site, it's 7 acres, it's
9 a large tract. We can do the kind of planning that's
10 creative for the overall site, and come up with a better
11 project that we create from the ground up for the entire
12 property, and that fits into the larger area with the Life
13 Sciences and with the other commercial that's around us.

14 We think it makes sense. We think it's a good
15 zoning for that site. And we think that having that
16 flexibility with respect to both density and floor area
17 ratios allows you to come up with a better and a more
18 creative project that, indeed, again, as Mr. Langdon
19 pointed out, you're simply going to leave the floor area
20 ratio and the densities at the same levels that you have
21 your other zoning classifications, then the Planned
22 Residential District loses its utility.

23 What you want us to do is to come in and do
24 something that truly is unique and challenging on that
25 site and you can evaluate and approve and the overall

1 context of the city and what makes sense for the city, and
2 what makes sense for that particular location in terms of
3 the various challenges it may have.

4 So I think those are the general comments that I
5 heard, Mr. Chairman. If there's something that I
6 specifically didn't address, I think there was a question
7 about the height of the building, I think that's the one I
8 didn't address.

9 CHAIRMAN MADDEN: Building height.

10 MR. BRAD GOSS: Yeah, that's what I was just
11 looking at.

12 Again, we have not finally designed this
13 building. So when I look at it, I would say it's going to
14 be somewhere between 45 and 50 feet, is what I'm guessing.

15 But, again, we don't have a building design, 45
16 to 55 feet is -- is probably a range of what we're looking
17 at with a four-story building. And part of it depends on
18 how you treat your elevation exactly, and whether you have
19 a peaked roof, you have a flat roof, that kind of thing,
20 so it's going to have some variation in that regard.

21 CHAIRMAN MADDEN: Okay. Any other questions --
22 I mean any questions?

23 MR. PULLIUM: I'm sorry, what's the existing --
24 what's the existing height of the building that --

25 MR. BRAD GOSS: Of the church. I didn't

1 measure --

2 MR. PULLIUM: The church.

3 MR. BRAD GOSS: -- measure the cross. I was
4 there looking at it. So it sticks up pretty high, so I
5 don't know.

6 MR. PULLIUM: Well, the cross is one part of it,
7 but the rest of the building?

8 MR. BRAD GOSS: I honestly couldn't tell you.

9 MR. PULLIUM: Don't know.

10 MR. BRAD GOSS: I don't know. What I can tell
11 you is if you site this building on the site, and that's
12 why I went through the perimeter vegetation and gave you
13 that elevation as part of this presentation, is that this
14 building, being located in the center of the site and
15 leaving that perimeter of vegetation and where Briar Cliff
16 sits on its eastern boundary, which is really right up
17 next to that retaining wall, we don't believe it's really
18 going to be very visible, if visible at all.

19 You know, I haven't placed the building there,
20 but looking at our preliminary evaluation, if you look at
21 that elevation cross section, and you look at the pictures
22 and the trees that are there, I think you're going to be
23 hard-pressed to say this is going to be terribly visible
24 for those folks.

25 CHAIRMAN MADDEN: Paul, do you know how high the

1 church is?

2 MR. LANGDON: Church is roughly -- excuse my --
3 roughly 24 feet at the peak, as an estimate.

4 I can tell you, too, just to dwell on the site
5 for a moment, any evaluation of any project on this site,
6 absolutely will require cross sections be drawn, so we can
7 evaluate height of building versus that slope and then the
8 effect on the adjacent housing, not only Briar Cliff, but
9 the houses to the north and the west as well.

10 It's the same analysis we're doing with the
11 other apartment complex.

12 CHAIRMAN MADDEN: Okay.

13 Thank you, Mr. Goss.

14 MR. BRAD GOSS: Thank you.

15 CHAIRMAN MADDEN: Okay.

16 MR. LUMLEY: Exhibits?

17 MR. FARON: Paul, can I ask you a question.

18 With the PRD, if we were, whatever direction we
19 go, this would be looked at separately at any other
20 application for PRD, or would we be changing, just to make
21 this clear, the permanent FRA and density would be --

22 MR. LANGDON: The amendments -- the amendment
23 tonight apply permanently with a PRD proposal in the
24 future. So if change is made, not only does this
25 applicant get to make use of them, but any subsequent

1 applicant can also attempt to make use of them.

2 MR. FARON: And the applicant would, again, come
3 to us with a more solid project, if this was to go
4 forward? We would have to address that project again,
5 obviously, in much greater detail and then move to the
6 Council?

7 MR. LANGDON: Yeah, I mean I can't speak to
8 their ability to accommodate certain materials and
9 high-end finishes and those kinds of things.

10 I can tell you that an FAR of .4 and a density
11 of 20 units per acre is, you know, pretty much a garden
12 apartment style.

13 You can't really get to 20 units per acre unless
14 they're really, really small. And I don't mean to sound
15 goofy there. I mean that's true. They have to be very
16 small in order to then fit then within .4 FAR. Cause
17 that's a lot of green space. That's more than half the
18 site is green space. So it becomes pretty tough to get to
19 20 units per acre at .4.

20 It's impossible to really get there at anything
21 higher than 20. That -- and still maintain .4 FAR.

22 So does the project change, yes. I'm not going
23 to speak to whether it goes from brick to stucco, but I
24 can tell you the form of it definitely changes.

25 CHAIRMAN MADDEN: Sir.

1 MR. PULLIUM: Paul, the reason I ask about, I
2 understand we're not changing the zoning, we're changing
3 the development guidelines.

4 MR. LANGDON: Yes.

5 MR. PULLIUM: However, when people, obviously,
6 when people purchase property --

7 MR. LANGDON: Uh-huh.

8 MR. PULLIUM: -- they might look to the east or
9 to the west or north and south to see what it is zoned as,
10 and what they might expect it will be --

11 MR. LANGDON: Uh-huh.

12 MR. PULLIUM: -- in the future, and so that's
13 why I asked about the zoning --

14 MR. LANGDON: Uh-huh.

15 MR. PULLIUM: -- of what these people, when they
16 purchased their property, would have expected that
17 property to be ten years down the road.

18 MR. LANGDON: Sure.

19 MR. PULLIUM: What would they have expected
20 fifteen years -- ten years ago?

21 MR. LANGDON: Well, best answer we would have
22 been able to give is probably inline retail along Old
23 Olive because 200 feet deep by whatever the width is, is
24 about what General Commercial can accommodate, that would
25 be the most intense thing. And then up on the hill, the

1 top of the hill be County R3, so the Comprehensive Plan
2 gives sort of mixed guidance on this issue.

3 I mean if -- if we assume they did all the
4 homework and looked at, because we can't build under
5 County R3, we'd have to rezone it to something in the
6 city, the Comprehensive Plan talks about large scale
7 coordinated redevelopment along Old Olive. That is the
8 guidance that it gives. So we would assume that if it's
9 to coordinate with the commercial front, it's going to
10 have to be something more dense or something more
11 commercial.

12 So ten years ago, the outlook probably was not
13 this style of development because, frankly, no one was
14 considering this style of development this far away from
15 the core of the city, but more likely smaller lot housing,
16 attached housing, we did have AR attached-single-family,
17 so townhouse stuff, Briar Cliff style development and/or
18 an expansion of the commercial area.

19 CHAIRMAN MADDEN: Okay. That'll close our
20 public hearing.

21 You want to put in the exhibits.

22 MR. LUMLEY: Offer the following exhibits into
23 the record of this public hearing: Documentation in
24 possession of the City Clerk reflecting the public notice
25 that was provided regarding the public hearing, staff's

1 report, the various photos and drawings presented by the
2 applicant, City's Code of Ordinances and Charter, the
3 City's Comprehensive Plan and the public file regarding
4 the application including all communications to date.

5 CHAIRMAN MADDEN: Thank you.

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7 (This ends the Public Hearing.)
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STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

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

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

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

AN ORDINANCE ORDERING THE LEVY AND ESTABLISHMENT OF
THE RATES OF ANNUAL TAXES FOR MUNICIPAL PURPOSES IN
THE CITY OF CREVE COEUR FOR THE YEAR 2013

WHEREAS, THE CITY COUNCIL OF THE CITY OF CREVE COEUR HELD A PUBLIC HEARING REGARDING THE SETTING OF ITS REAL PROPERTY TAX RATES FOR 2013 AT THE CREVE COEUR GOVERNMENT CENTER ON SEPTEMBER 9, 2013 AT 7:00 P.M. OR IMMEDIATELY FOLLOWING THE CLOSE OF THE PREVIOUS PUBLIC HEARING; AND,

WHEREAS, NOTICE OF THE PUBLIC HEARING ON THE 2013 REAL PROPERTY TAX RATES WAS PREVIOUSLY PUBLISHED AT LEAST 15 DAYS PRIOR TO THE HEARING, IN THE ST. LOUIS COUNTIAN, A NEWSPAPER OF GENERAL CIRCULATION IN THE CITY; AND,

WHEREAS, ALL PERSONS WHO PRESENTED THEMSELVES AT SAID MEETINGS AND DESIRING TO BE HEARD WERE GIVEN AN OPPORTUNITY TO BE HEARD AND A COPY OF THE PROPOSED ORDINANCE WAS MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO ITS CONSIDERATION BY THE CITY COUNCIL AND THIS BILL HAVING BEEN READ BY TITLE AT TWO SEPARATE OPEN MEETINGS BEFORE FINAL PASSAGE BY THE CITY COUNCIL; AND,

WHEREAS, 2013 TAX RATES OF \$.072 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR RESIDENTIAL PROPERTY, \$.075 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR COMMERCIAL PROPERTY, AND \$.092 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION FOR AGRICULTURAL PROPERTY COMPLY WITH THE LAWS OF THE STATE OF MISSOURI AND MEET THE CITY'S BUDGETED REVENUE REQUIREMENTS FOR SUCH TAXES;

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

SECTION 1. THERE IS HEREBY LEVIED UPON ALL REAL PROPERTY SUBJECT TO TAXATION FOR SAID PURPOSE IN THE CITY OF CREVE COEUR, MISSOURI, AND EACH CLASS AND SUBCLASS THEREOF AS ESTABLISHED BY STATE LAW, A TAX FOR MUNICIPAL PURPOSES FOR THE YEAR 2013 AS FOLLOWS:

RESIDENTIAL PROPERTY	\$.072 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
COMMERCIAL PROPERTY	\$.075 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION
AGRICULTURAL PROPERTY	\$.092 ON EACH ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION

SECTION 2. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO THE PROVISIONS OF 3.11(G) OF THE CHARTER.

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

BILL NO. 5451

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: September 5, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: 2013 Property Tax Rate

Attached is legislation setting the 2013 property tax rates for the City of Creve Coeur. The proposed property tax rates for 2013 as compared to the current rates are as follows:

	<u>Tax Rate 2012</u>	<u>Proposed 2013 Tax Rates</u>
Residential	.070	.072
Commercial	.075	.075
Agricultural	.075	.092

The proposed rates for 2013 are based upon the tax which was voluntarily reduced in September 2012. Since a voluntary reduction was taken by the City in 2012 the 2013 tax ceiling rates are based upon the voluntarily reduced rate and not the actual cap for 2012. The city will have an opportunity to raise those rates back to the normal cap level if so desired in 2014.

The proposed tax rates are based upon figures prior to the Board of Equalization (BOE) adjustments. It could be necessary to adjust the tax rates at the final meeting in September based upon the post-BOE assessment figures.

Based upon the proposed tax rate for residential property a house valued at \$350,000 would pay the City of Creve Coeur \$47.88 in property taxes for 2013. It is estimated that this amount represents less than 1.5% of the property owners total property tax bill.

The proposed rates for 2013 are estimated to generate approximately \$568,000 in property tax revenues. The City collected \$549,387 in revenues during FY 2013.

Staff recommends approval of the proposed legislation setting the 2013 tax rate for the City of Creve Coeur. I would be pleased to respond to any questions.

AN ORDINANCE AMENDING TITLE II, CHAPTER 205, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR, REGARDING DANGEROUS ANIMALS

WHEREAS, the City regulates ownership of animals in order to protect public health, safety and welfare, and

WHEREAS, the recent court decision in City of Columbia v. Henderson suggests that clarification of current regulations regarding dangerous animals would promote public health, safety and welfare,

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

SECTION 1: A definition of "exotic animal" is hereby added to Section 205.010, Definitions, to read as follows:

"Exotic animal" includes:

- (1) Any mammal not generally accustomed to living in or near human populations.
- (2) Any mammal not considered to be a member of the class generally referred to as domesticated animals.
- (3) All animals listed on the endangered species list as designated by the U.S. Department of Interior in the Endangered Species Act of 1969.
- (4) All animals protected from hunting and capture by federal and state law.
- (5) All predatory birds.
- (6) Those animals declared inherently dangerous pursuant to Section 205.170(C).

SECTION 2: Section 205.170 is hereby revised to read as follows (**additions in bold and underline** and ~~deletions in strikethrough~~):

SECTION 205.170: CLASSIFICATION

A. Any animal with any of the following characteristics may be classified as a dangerous animal:

1. Any animal which has inflicted a severe or fatal injury, as defined herein, being on public or private property. The victim receiving severe injuries must provide the Animal Control Officer or the Chief of Police with a signed physician's statement documenting the injury and the treatment qualifying such as a severe injury.
2. Any animal which has bitten a human being, without provocation, on public or private property other than the property of the owner.
3. Any animal which, while on the owner's property, has bitten, without provocation, a human being other than the owner or a member of the owner's family who normally resides where the animal is kept.

4. Any animal which, while off the owner's property, has without provocation either (a) killed another domestic animal, or (b) attacked any other domestic animal(s) on two separate occasions.

5. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.

6. Any animal which, when unprovoked, chases or approaches a person upon the streets, sidewalks or any public grounds or private property, other than the property of the owner, in a menacing fashion or apparent attitude of attack, regardless of whether or not a person is injured by said animal.

7. Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise threaten the safety of human beings or domestic animals.

B. Procedure For Declaring An Animal Dangerous. Nothing herein shall be interpreted or construed to prohibit the County Department of Health, its Director or authorized agents from enforcing the Animal Control Code of the County (Chapter 611 of the St. Louis County Ordinances) with respect to a bad, dangerous or rabid animal or the impoundment, confinement or euthanasia thereof.

1. *Temporary designation.* An animal exhibiting any of the traits described in Section 205.170 Subsection (A) may be immediately declared dangerous by the Director or his/her agent. Such declaration shall be communicated by the Director or his/her agent to the owner and to the City. The owner shall be required to adhere to the provisions of Section 205.180.

2. *Court declaration.* The Municipal Judge of the City may upon complaint~~hear cases involving animal bites and animals running at large and~~, after hearing and notice to the owner of an animal, make a determination regarding such animal being a dangerous animal as provided in Section 205.170 Subsection (A)~~herein~~. In addition to or as an alternative to any penalty that may be imposed for a violation of this Chapter, the Municipal Judge may order that a dangerous animal be impounded for up to thirty (30) days, or euthanized, upon a showing after notice and hearing by preponderance of the evidence that the animal is dangerous and the provisions of this Chapter were not being met, regardless of whether such requirements are being met at the time of trial.

C. Inherently Dangerous Animals. The following animals are hereby classified as inherently dangerous: any lion, tiger, leopard, ocelot, jaguar, cheetah, margay, mountain lion, Canada lynx, jaguarondi, bobcat, bear, hyena, wolf, wolf hybrid, coyote, alligator, crocodile, python, venomous reptile, venomous arthropod, or non-human primate.

SECTION 3: Section 205.180 is hereby revised to read as follows (additions in bold and underline and ~~deletions in strikethrough~~):

SECTION 205.180: ACTIONS REQUIRED OF OWNERS OF DANGEROUS ANIMALS

A. The following actions shall be required of owners of animals that meet the classifications for or have been declared to be dangerous animals under Section 205.170 Subsections (A) and (B) of this Code:

1. *Biting or scratching incidents.*

a. Any animal that has been declared dangerous and subsequently bites or scratches a human being shall be impounded **by the owner** at the impoundment facility for the ten (10) day confinement period.

b. Any animal that is determined to be dangerous because of biting or scratching of a human being shall be impounded **by the owner** for a ten (10) day confinement period in accordance with the provisions of this Chapter.

2. **The owner shall** affix a bright orange collar and brightly colored metal tag so that the animal can be readily identified as a dangerous animal at all times.

3. **The owner shall** implant an electronic identification chip and notify the Director of the identification number.

4. The owner or keeper shall notify the Police Department immediately **if the animal**:

a. ~~If the animal~~ is loose, unconfined or missing;

b. Has attacked another animal or a human being;

c. ~~Has B~~een sold and if sold to another resident in the City the name and address of the new owner who shall abide by this Chapter.

5. While on the owner's property, **the owner shall** keep the animal securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure must have minimum dimensions of five (5) feet in height (six (6) feet maximum) by ten (10) feet in length and must have a secure top, sides and a concrete bottom with the sides embedded in the concrete. The structure must be situated on the lot in accordance with the development standards for accessory uses and structures as provided for in Section 405.460(D) and the fence regulations found in Section 405.690 of the Zoning Code. The enclosure must provide protection from the elements for the animal. The enclosure, when occupied by a dangerous animal, shall not be occupied by any other animal. If the dangerous animal is a female with offspring under four (4) months of age, the offspring may occupy the same enclosure as the mother.

6. **The owner shall** display a sign on the premises that there is a dangerous animal on the property clearly visible from the public street upon entering the property. A smaller sign shall also be affixed to the enclosure.

7. **The owner shall** sexually neuter the animal within thirty (30) days of written notice from the Director and provide written proof of the procedure to the Director within ten (10) days.

8. **When** ~~A dangerous animal may be~~ off the owner's premises, **the owner shall** ~~if it is~~ muzzled and restrained ~~the animal~~ by a substantial chain or leash not exceeding six (6) feet in length and **keep it** under the control of a responsible person. The muzzle must be made in a manner that will not cause injury to the animal or interfere with its vision or respiration but must prevent it from biting any person or animal.

B. No person shall keep, harbor, own, or knowingly allow to be in or upon the person's property any exotic animal, including but not limited to any animal declared inherently dangerous pursuant to Section 205.170 Subsection (C).

SECTION 4: Section 205.200 is hereby revised to read as follows (additions in bold and underline and deletions in strikethrough):

SECTION 205.200: EXEMPTION TO DANGEROUS ANIMAL CLASSIFICATION

A. No animal may be declared dangerous **pursuant to Section 205.170 Subsections (A) and (B)** if the threat, injury or damage caused by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort upon the premises occupied by the owner or keeper of the animal or was teasing, tormenting, abusing or assaulting the animal or has, in the past, been observed or reported to have teased, tormented, abused or assaulted the animal or was committing or attempting to commit a crime.

B. The Director or his/her agent, Animal Control Officer, Chief of Police or the Municipal Judge may, because of extenuating circumstances, determine from the investigation of an incident **pursuant to Section 205.170 Subsections (A) and (B)** that an animal is not dangerous. However, the owner, being responsible for said animal, shall be warned of the animal's tendencies and shall take appropriate action to prevent subsequent incidents. This, however, does not exempt the owner from being cited for other animal control ordinance violations.

C. Animals owned by governmental or law enforcement agencies when being used in the services of those agencies are exempt from this **Chapter 205 except for** ~~Subsection but not from~~ the vaccination requirements.

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

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: September 3, 2013
TO: Mark Perkins, City Administrator
FROM: Glenn Eidman, Chief of Police
SUBJECT: Dangerous Animal Ordinance

As a result of a recent court decision the City Attorney and the Police Department have drafted an ordinance which clarifies the regulations regarding dangerous animals and will promote public health, safety and welfare.

The information was also shared with members of the City Council for input or suggestions for the ordinance. Council member Ellen Lawrence was able to contribute to some of the specifics of the ordinance pertaining to dangerous animals which clarifies the outcome in dealing with the attack or death of domestic animals.

In summary, the ordinance will give the Police department the authority necessary to enact any and all actions that pertain to a dangerous animal.

RESOLUTION NO. 1077

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH LERITZ CONTRACTING, INC., FOR THE CHASSELLE LANE ROADWAY IMPROVEMENTS PROJECT AS PART OF THE STREET REPAIR PROGRAM FOR THE 2014 FISCAL YEAR FOR THE AMOUNT OF \$ 259,734.50.

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

WHEREAS, the asphalt pavement of Chasselle Lane has reached the end of its useful life and now needs to be replaced;

WHEREAS, the Chasselle Lane Roadway Improvements Project has been competitively bid per the requirements, as outlined in the City of Creve Coeur Code of Ordinances;

WHEREAS, Leritz Contracting, Inc., submitted the lowest and best bid for the project and has a reputation for providing quality roadway improvement services;

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

Section 1. The Contract between Leritz Contracting, Inc., and the City, attached hereto as "Exhibit A," with a **contract sum of \$ 259,734.50**, is hereby approved and the execution is hereby authorized. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 9th day of September, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of September, 2013, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and **Leritz Contracting, Inc.** with offices at 2921 Barrett Station Road, St. Louis, MO 63122 (hereinafter called the "Contractor"). The project identified as **Chasselle Lane Roadway Improvements Project** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

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

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

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be substantially complete by **November 22, 2013**.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Form Proposal or a pre-construction Modification and

that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be two-hundred-fifty-nine thousand, seven hundred, and thirty-four dollars and fifty cents (\$259,734.50). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-11 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

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

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

The Notice To Proceed shall be issued within fourteen (14) calendar days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City.

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

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

d) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of

Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

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

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

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

ARTICLE VII

Changes in the Work

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

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

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an

acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

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

ARTICLE IX**Contractor's Liability Insurance**

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X**Equal Opportunity and Non-Discrimination**

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

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

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.

ARTICLE XI**Conflicts of Interest**

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII**The Work**

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the removal and replacement of a drainage culvert beneath Chilton Lane, the construction and removal of a temporary road for access, rock embankment, plantings, and pavement repair.

The Scope of Work generally includes asphalt pavement removal and replacement on Chasselle Lane, and this scope of work is more specifically described in the attached Technical Specifications and in the Construction Plans.

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

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 56,595.00	\$ 56,595.00
203-60.00	COMPACTING EMBANKMENT	CY	104	\$ 17.32	\$ 1,801.28
209-02.00	SUBGRADE STABILIZATION	SY	474	\$ 17.85	\$ 8,460.90
209-03.00	SUBGRADE REMEDIATION	SY	474	\$ 22.05	\$ 10,451.70
304-05.00	TYPE 5 AGGREGATE BASE - 6" DEPTH	SY	4,740	\$ 7.09	\$ 33,606.60
405-30.10	TYPE "C" BITUMINOUS PAVEMENT	TON	514	\$ 66.76	\$ 34,314.64
405-30.30	TYPE "X" BITUMINOUS CONCRETE BASE	TON	1,024	\$ 65.85	\$ 67,430.40
407-10.10	TACK - LIQUID ASPHALT	GAL	240	\$ 3.00	\$ 720.00
408-10.11	PRIME - LIQUID ASPHALT	GAL	1,660	\$ 5.15	\$ 8,549.00
609-10.55	CURB AND GUTTER, MOUNTABLE (3")	LF	26	\$ 66.00	\$ 1,716.00
612-30.15	TRAFFIC CONTROL	LS	1	\$ 5,522.08	\$ 5,522.08
619-00.00	MOBILIZATION	LS	1	\$ 10,349.00	\$ 10,349.00
625-01.00	SPEED HUMPS	EA	6	\$ 1,447.72	\$ 8,686.32
807-00.00	RESTORATION	LS	1	\$ 2,200.00	\$ 2,200.00
902-10.10	SPEED HUMP PAVEMENT MARKING (WHITE)	EA	12	\$ 220.00	\$ 2,640.00
902-10.05	YIELD BAR PAVEMENT MARKING (WHITE)	EA	56	\$ 11.00	\$ 616.00
902-10-03	TYPE 2 PREFORMED MARKING TAPE (GROOVED) 24" STOP BAR	LF	38	\$ 44.00	\$ 1,672.00
903-10.00	SIGNAGE	SF	74	\$ 26.69	\$ 1,975.06
903-50.00	U CHANNEL POSTS 3 LB	LF	218	\$ 11.14	\$ 2,428.52

CONTRACT SUM:	\$	259,734.50
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The Contract contains a binding arbitration provision which may be enforced by the parties.

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

LERITZ CONTRACTING, INC.

By _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: September 4, 2013

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award – Construction Contract
Chasselle Lane Roadway Improvements Project

Competitive bids have been received and evaluated for the reconstruction of the asphalt portion of Chasselle Lane. City staff recommends pursuing a contract with Leritz Contracting, Inc., based upon their past performance in the St. Louis County and their low bid for the work.

Project Discussion

Chasselle Lane runs between Ladue Road and Mason Road and serves as the sole access point and the primary roadway for the Belle Coeur subdivision. This street is approximately one half mile in length and twenty feet wide, and it is composed of asphalt pavement with concrete curbs and gutters on each side.

City staff has been aware of the poor condition of Chasselle Lane for some time. Pavement thickness samples were taken as part of the investigation into the options for how to repair or improve the pavement. These samples found that the street pavement is as thin as two inches and that much of the street was constructed without an aggregate base. In short, the pavement of Chasselle Lane was found to be of substandard thickness, and the combination of thin pavement and little or no base material eliminated resurfacing or pavement reclamation as options for rehabilitating the pavement.

Based upon these findings, staff has recommended the reconstruction of Chasselle Lane. The reconstruction has involved two phases: 1.) curb replacement and 2.) asphalt replacement. Approximately one third of the concrete curbing was replaced during the winter and spring of 2013, leaving the failing asphalt pavement to be replaced through the referenced project.

Design plans for the reconstruction of the asphalt center of Chasselle Lane were developed by George Butler Associates (GBA) during the summer of 2013. These plans and the corresponding project specifications were packaged as bid documents for the Chasselle Lane Roadway Improvements Project.

Project Financing

Funding for the Chasselle Lane Roadway Improvements Project is identified in the FY2014 capital improvement plan in account 02-61-71-9510-14709 (Rdoadway Reconstruction). The budget for roadway construction is \$350,000.00. There appears to be sufficient budget for the subject project and the construction inspection services recommended for the project.

Advertisement

The City advertised the Invitation for Bids for the subject project in *The Countian* daily newspaper on August 23, 26, 28, and 30, 2013. The Invitation for Bids posted on the City's website and was sent to contractors who have bid on the City's paving work in the past. The City also posted the project plans and specifications on the online planroom of Drexel Technologies, which sent automatic notices to contractors based upon the type of work involved.

Bid Results and Discussion

Bids for the subject project were publicly opened and read on Wednesday, September 04, 2013. A total of six (6) bids were received for the project, as summarized below:

1. Leritz Contracting, Inc.....\$ 259,734.50
2. Tramar Contracting, Inc.....\$ 262,293.00
3. Gershenson Construction Company. . \$ 284,169.30
4. Spencer Contracting Company. \$ 287,101.00
5. E. Meier Contracting, Inc.....\$ 290,172.00
6. Ford Asphalt Company.....\$ 351,621.80

A copy of the bid results is attached. One bid contained a minor mathematical error, but this error did not impact the order of the bids.

Recommendation

The recommendation is to award the subject project to Leritz Contracting, Inc., due to their low bid for the work and their past performance in St. Louis County. Leritz successfully completed projects for Creve Coeur 10-15 years ago, but Leritz has also received a positive recommendation for their recent roadway work with the City of Des Peres. Staff expects that the good performance of Leritz Contracting, Inc. will continue with the successful completion of the subject project.

The recommendation is to award the Chasselle Lane Roadway Improvements Project to the firm listed below for a total price of \$259,734.50:

**Leritz Contracting, Inc.
2921 Barrett Station Road
St. Louis, MO 63122
(314) 821-2615**

Attachments: Bid Tabulation



BID TABULATION

CHASSELLE LANE ROADWAY IMPROVEMENTS PROJECT

City of Creve Coeur, Missouri

Bids opened: 1:30 p.m. Wednesday, September 4, 2013

Item Number	Item	Unit	Contract Quantity
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1
203-60.00	COMPACTING EMBANKMENT	CY	104
209-02.00	SUBGRADE STABILATION	SY	474
209-03.00	SUBGRADE REMEDIATION	SY	474
304-05.00	TYPE 5 AGGREGATE BASE - 6" DEPTH	SY	4,740
405-30.10	TYPE "C" BITUMINOUS PAVEMENT	TON	514
405-30.30	TYPE "X" BITUMINOUS CONCRETE BASE	TON	1,024
407-10.10	TACK - LIQUID ASPHALT	GAL	240
408-10.11	PRIME - LIQUID ASPHALT	GAL	1,660
609-10.55	CURB AND GUTTER, MOUNTABLE (3")	LF	26
612-30.15	TRAFFIC CONTROL	LS	1
619-00.00	MOBILIZATION	LS	1
625-01.00	SPEED HUMPS	EA	6
807-00.00	RESTORATION	LS	1
902-10.10	SPEED HUMP PAVEMENT MARKING (WHITE)	EA	12
902-10.05	YIELD BAR PAVEMENT MARKING (WHITE)	EA	56
902-10-03	TYPE 2 PREFORMED MARKING TAPE (GROOVED) 24" STOP	LF	38
903-10.00	SIGNAGE	SF	74
903-50.00	U CHANNEL POSTS 3 LB	LF	218

Leritz Contracting, Inc.	
Unit Bid Price	Item Subtotal
\$ 56,595.00	\$ 56,595.00
\$ 17.32	\$ 1,801.28
\$ 17.85	\$ 8,460.90
\$ 22.05	\$ 10,451.70
\$ 7.09	\$ 33,606.60
\$ 66.76	\$ 34,314.64
\$ 65.85	\$ 67,430.40
\$ 3.00	\$ 720.00
\$ 5.15	\$ 8,549.00
\$ 66.00	\$ 1,716.00
\$ 5,522.08	\$ 5,522.08
\$ 10,349.00	\$ 10,349.00
\$ 1,447.72	\$ 8,686.32
\$ 2,200.00	\$ 2,200.00
\$ 220.00	\$ 2,640.00
\$ 11.00	\$ 616.00
\$ 44.00	\$ 1,672.00
\$ 26.69	\$ 1,975.06
\$ 11.14	\$ 2,428.52

Tramar Contracting, Inc.	
Unit Bid Price	Item Subtotal
\$ 45,500.00	\$ 45,500.00
\$ 12.00	\$ 1,248.00
\$ 5.00	\$ 2,370.00
\$ 10.00	\$ 4,740.00
\$ 5.00	\$ 23,700.00
\$ 74.00	\$ 38,036.00
\$ 74.00	\$ 75,776.00
\$ 2.00	\$ 480.00
\$ 2.00	\$ 3,320.00
\$ 30.00	\$ 780.00
\$ 17,200.00	\$ 17,200.00
\$ 29,000.00	\$ 29,000.00
\$ 750.00	\$ 4,500.00
\$ 2,000.00	\$ 2,000.00
\$ 105.00	\$ 1,260.00
\$ 78.00	\$ 4,368.00
\$ 131.00	\$ 4,978.00
\$ 16.00	\$ 1,184.00
\$ 8.50	\$ 1,853.00

Gershenson Construction Co.	
Unit Bid Price	Item Subtotal
\$ 48,970.00	\$ 48,970.00
\$ 59.60	\$ 6,198.40
\$ 15.90	\$ 7,536.60
\$ 27.10	\$ 12,845.40
\$ 8.10	\$ 38,394.00
\$ 65.20	\$ 33,512.80
\$ 70.50	\$ 72,192.00
\$ 4.30	\$ 1,032.00
\$ 4.30	\$ 7,138.00
\$ 43.20	\$ 1,123.20
\$ 7,820.00	\$ 7,820.00
\$ 22,630.00	\$ 22,630.00
\$ 1,808.00	\$ 10,848.00
\$ 4,757.00	\$ 4,757.00
\$ 340.00	\$ 4,080.00
\$ 37.80	\$ 2,116.80
\$ 28.10	\$ 1,067.80
\$ 16.20	\$ 1,198.80
\$ 3.25	\$ 708.50

Spencer Contracting Co.	
Unit Bid Price	Item Subtotal
\$ 50,637.00	\$ 50,637.00
\$ 43.25	\$ 4,498.00
\$ 23.00	\$ 10,902.00
\$ 41.00	\$ 19,434.00
\$ 6.30	\$ 29,862.00
\$ 70.00	\$ 35,980.00
\$ 72.50	\$ 74,240.00
\$ 6.00	\$ 1,440.00
\$ 6.50	\$ 10,790.00
\$ 55.50	\$ 1,443.00
\$ 9,633.00	\$ 9,633.00
\$ 17,000.70	\$ 17,000.70
\$ 1,248.00	\$ 7,488.00
\$ 660.00	\$ 660.00
\$ 340.00	\$ 4,080.00
\$ 37.80	\$ 2,116.80
\$ 28.00	\$ 1,064.00
\$ 28.00	\$ 2,072.00
\$ 17.25	\$ 3,760.50

E. Meier Contracting, Inc.	
Unit Bid Price	Item Subtotal
\$ 40,000.00	\$ 40,000.00
\$ 15.00	\$ 1,560.00
\$ 12.00	\$ 5,688.00
\$ 35.00	\$ 16,590.00
\$ 8.50	\$ 40,290.00
\$ 70.00	\$ 35,980.00
\$ 70.00	\$ 71,680.00
\$ 5.00	\$ 1,200.00
\$ 5.50	\$ 9,130.00
\$ 50.00	\$ 1,300.00
\$ 20,000.00	\$ 20,000.00
\$ 25,000.00	\$ 25,000.00
\$ 1,500.00	\$ 9,000.00
\$ 5,000.00	\$ 5,000.00
\$ 220.00	\$ 2,640.00
\$ 11.00	\$ 616.00
\$ 45.00	\$ 1,710.00
\$ 20.00	\$ 1,480.00
\$ 6.00	\$ 1,308.00

Ford Asphalt Company	
Unit Bid Price	Item Subtotal
\$ 40,000.00	\$ 40,000.00
\$ 72.00	\$ 7,488.00
\$ 50.00	\$ 23,700.00
\$ 50.00	\$ 23,700.00
\$ 14.00	\$ 66,360.00
\$ 83.00	\$ 42,662.00
\$ 71.50	\$ 73,216.00
\$ 5.00	\$ 1,200.00
\$ 5.63	\$ 9,345.80
\$ 170.00	\$ 4,420.00
\$ 15,202.00	\$ 15,202.00
\$ 20,000.00	\$ 20,000.00
\$ 1,500.00	\$ 9,000.00
\$ 4,400.00	\$ 4,400.00
\$ 346.50	\$ 4,158.00
\$ 38.50	\$ 2,156.00
\$ 29.00	\$ 1,102.00
\$ 18.00	\$ 1,332.00
\$ 10.00	\$ 2,180.00

	Leritz Contracting, Inc.	Tramar Contracting, Inc.	Gershenson Construction Co.	Spencer Contracting Co.	E. Meier Contracting, Inc.	Ford Asphalt Company
Total Bid:	\$ 259,734.50	\$ 262,293.00	\$ 284,169.30	\$ 287,101.00	\$ 290,172.00	\$ 351,621.80

Denotes a calculation error. The corrected value is shown.

Denotes Bid that was rejected according to Section 5.4 of the Instructions to Bidders.

RESOLUTION NO. 1078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH GEORGE BUTLER ASSOCIATES, INC., FOR PROFESSIONAL CONSTRUCTION INSPECTION SERVICES RELATED TO THE CHASSELLE LANE ROADWAY IMPROVEMENTS PROJECT FOR THE AMOUNT OF \$29,925.00.

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

WHEREAS, the City strives to ensure that repairs and additions made to its rights of way are high-quality improvements that meet or exceed the current standards for such infrastructure;

WHEREAS, the qualifications of firms offering professional design and construction inspection services have been competitively vetted per the requirements outlined in the Municipal Code of the City of Creve Coeur;

WHEREAS, George Butler Associates, Inc., was determined by City staff to be the best qualified firm to complete the design and construction inspection services;

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

Section 1. The Professional Services Agreement Between City of Creve Coeur, Missouri, and George Butler Associates, Inc., regarding the Chasselle Lane Roadway Improvements Project, attached hereto as "Exhibit A," with a **contract sum of \$29,925.00**, is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The Agreement as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this 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 Agreement.

Adopted this 9th day of September, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk

"EXHIBIT A"

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF CREVE COEUR, MISSOURI

AND

GEORGE BUTLER ASSOCIATES, INC.

ARTICLES OF AGREEMENT

This Agreement is between the City of Creve Coeur, Missouri, as CLIENT and George Butler Associates, Inc., as ENGINEER

WITNESSETH:

Whereas the CLIENT is authorized and empowered to contract with the ENGINEER to provide professional services as hereinafter described; and

Whereas the ENGINEER, a Kansas Corporation with offices at 9801 Renner Boulevard, Lenexa, Kansas and 225 South Main, Suite 200, O'Fallon, Missouri, is registered in accordance with the laws of the State of Missouri and is qualified to provide the professional services desired by the CLIENT; in consideration of the promises and covenants made herein, the parties agree as follows:

IT IS AGREED THAT:

SECTION I - PROJECT

The CLIENT has determined to the satisfaction of its Governing Body that:

The CLIENT has selected and hereby employs the ENGINEER to perform professional engineering services for the Chasselle Lane Reconstruction, hereinafter referred to as the Project.

SECTION II - SCOPE OF SERVICES

A. BASIC SERVICES

TASK 1 – Limited Construction Period Services

The ENGINEER will serve as the CLIENT'S representative for administering the terms of the construction contract between CLIENT and their Contractor. ENGINEER will endeavor to protect the CLIENT against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make CLIENT responsible for the construction methods and procedures used by the Contractor or for the

Contractor's failure to perform work in accordance with the contract documents. ENGINEER's services will include more specifically as follows:

Pre-Construction

1. Assist the CLIENT with a preconstruction conference to discuss project details with the Contractor.
2. Set up electronic files and/or field books for documentation of pay items and daily diaries.
3. Provide a lead project inspector who will take the responsible charge for the daily documentation of the project.

Construction

1. Make site visits at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Agency and the ENGINEER in order to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The ENGINEER will accompany CLIENT representatives on visits of the project site as requested.
2. Provide oversight of proper traffic control.
3. Schedule and administer construction progress meetings with the CLIENT. Take and distribute meeting notes. Assume one meeting per week.
4. Review shop drawings submitted by the Contractor for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. One (1) review will be provided as part of this contract, multiple reviews will be considered additional services.
5. Reject work not conforming to the project documents.
6. Provide material testing services. This work will consist of Standard Proctor Density test and asphalt gradation. A field technician will be on site for 8 hours per day for up to 6 days. This work will be performed by a subconsultant.
7. Prepare up to three (3) change orders documents for issuance by the CLIENT as necessary so proper approvals are made prior to work being performed.
8. Review wage rates and postings, as called for in the contract documents.
9. Process RFI's from the Contractor.
10. Review materials, review material certifications furnished by Contractor. Keep and maintain project files of the contractor's certifications of materials incorporated into the project. The CLIENT will approve all materials certifications prior to their incorporation into the project.
11. Coordinate with the ENGINEER'S material testing subconsultant.
12. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
13. Be present during critical construction operations, including but not limited to the following:
 - a. excavation and backfilling;
 - b. placement of aggregate base
 - c. concrete pouring and curb placement;
 - d. placement of surfacing materials;

- e. placement of signs and pavement markings

14. Participate in final inspection, provide the CLIENT with project documentation (diaries, test results, certifications, etc.), and provide record documents for the CLIENT'S records.

Post-Construction

1. Attend one (1) final walk-through of the project. Compile notes and distribute the final punch list to the prime contractor, and CLIENT.
2. Ascertain that the punch list items are completed before final acceptance is recommended. It is anticipated that the observation of the remedial work necessary for the completion of the punch list items of no more than five (5) working days.
3. Compare and submit to the CLIENT the final paperwork required by the contract documents.
4. Attend one (1) final close out meeting with the CLIENT and Contractor.

General Construction Assumptions

1. It is assumed that there will be no utility coordination or conflicts.
2. Review of potential project phase changes proposed by the contractor is not included in this scope.
3. Review of proposed value engineering submittals by the contractor is not included in this scope.
4. It is assumed that the project working days for this project will be 45 working days. Construction observation beyond 45 working days will be considered additional services.
5. No staff inspection time was estimated to oversee any double shifts by the contractor(s).
6. Staff inspection time is based on an average of 4 hours per working day. If the contractor works more than 8 hours in a single day, the additional time for inspection staff will be considered additional services.
7. It is assumed that the contractor will notify the lead inspection representative on any weekday that the contractor does not plan to be on site, regardless of weather conditions. Time for inspection staff on site, including travel time, due to the failure of the contractor to notify the lead inspection representative that he will not be working, will be considered additional services.

SECTION III - RESPONSIBILITIES OF CLIENT

The CLIENT shall provide information and assistance as follows:

A. CLIENT REPRESENTATIVE

1. The CLIENT shall designate a representative authorized to act on the CLIENT'S behalf with respect to the Project. The CLIENT or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ENGINEER in order to avoid delay in the orderly and sequential progress of the ENGINEER'S services.

B. AUTHORIZATION

1. The CLIENT shall furnish approval, consents, and letters of authority as may be necessary for performing the services required under this Agreement in a timely manner.
2. Furnish to the ENGINEER a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement.

C. INFORMATION

1. The CLIENT shall provide to the ENGINEER all available reports, plans, specifications, background information, and other data pertinent to the services required under this Agreement.
2. The ENGINEER shall be entitled to rely on the accuracy and completeness of the information so furnished. The ENGINEER shall take reasonable steps to verify or substantiate the information provided by the CLIENT and shall not knowingly use incorrect information.

D. ACCESS TO SITE (FACILITY)

1. The CLIENT shall arrange for access to and make all provisions for ENGINEER to enter upon public and private property subject to CLIENT'S easements as required by ENGINEER to perform services covered by this Agreement.

E. EASEMENTS AND RIGHT-OF-WAY

The CLIENT shall be responsible for obtaining of all necessary easements and right-of-way for proposed improvements.

F. CLIENT/OWNER/CITY KNOWLEDGE OR CIRCUMSTANCES

1. The CLIENT shall give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents.
2. The CLIENT shall give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER services.
3. The ENGINEER shall not be responsible for delays in the Project, or in the services hereunder, when delays are caused by the CLIENT, its agents, employees or contractors, or other causes beyond the reasonable control of ENGINEER.

G. MISCELLANEOUS

1. If requested by the ENGINEER, the CLIENT shall furnish evidence that financial arrangements have been made to fulfill the CLIENT'S obligations under this Agreement.
2. The CLIENT shall provide and pay for the cost of any mutually agreed upon subconsultants, testing, or laboratory services identified in the Scope of Services, Section II.
4. The CLIENT shall obtain bids or proposals from Contractor(s).
5. The CLIENT shall pay for all filing fees, application fees and permits from all governmental authorities having jurisdiction over the Project, and from others as may be necessary for completion of the Project.
6. The ENGINEER shall have no obligation to CLIENT to execute any agreement or document subsequent to the signing of this agreement, (whether lender consent, certification or otherwise), which in the sole judgment of the ENGINEER may increase risk, modify its obligation under this agreement, require performance by the ENGINEER to any person or entity not a party to this agreement or adversely affect the availability or costs of its professional or general liability insurance.

SECTION IV - COMPENSATION

A. COMPENSATION

1. The CLIENT shall compensate the ENGINEER for services rendered and expenses incurred as described in this Agreement a maximum of \$29,925.

The maximum compensation shall not be exceeded without further authorization by Supplemental Agreement as approved by the CLIENT.

Compensation to the ENGINEER by the CLIENT shall be based on actual hours worked plus direct expenses in accordance with the Standard Hourly Chargeout Rates schedule as shown in attached Exhibit "A".

It is hereby agreed that said Exhibit "A" is subject to adjustment on January 1st of each year by the ENGINEER to reflect increase in salaries and overhead costs.

B. BASIS OF PAYMENT

Payments to the ENGINEER shall be made monthly upon receipt of an invoice to be submitted to the CLIENT. Invoices shall be accompanied by an appropriate breakdown

consistent with Paragraph A - Compensation. The CLIENT shall make payment to the ENGINEER within 30 days following the date of each invoice.

C. ADDITIONAL SERVICES

Additional Services rendered shall be provided as stipulated in the Supplemental Agreement for such additional services.

SECTION V - TERMINATION

- A. The CLIENT may terminate this Agreement at any time with or without cause upon giving the ENGINEER 14 calendar days prior written notice. The ENGINEER may terminate this Agreement upon giving the CLIENT 14 calendar days prior written notice for any of the following reasons:
1. Breach by the CLIENT of any material term of this Agreement, including, but not limited to, payment terms.
 2. Transfer of ownership of the Project by the CLIENT to any other persons or entities not a party to this Agreement without the prior written agreement of the ENGINEER.
 3. Material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties hereto to reach accord on the fees and charges for any Additional Services required because of such changes.
- B. The CLIENT shall within 30 calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement. Upon payment to the ENGINEER, a suitable and useable copy of all project documents, both digital and paper, and fully or partially completed, shall be transferred to the CLIENT.

SECTION VI - MISCELLANEOUS

And, finally, it is agreed that:

- A. The CLIENT acknowledges the ENGINEER'S construction documents as instruments of professional service. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the ENGINEER as instruments of service shall remain the property of the ENGINEER who retains the copyrights. However, the CLIENT may retain all copies of project documents and records provided by the ENGINEER. The CLIENT shall not reuse or make any modification to these instruments of service without the prior written authorization of the ENGINEER. The CLIENT agrees, to the fullest extent permitted by law, to indemnify

and hold the ENGINEER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by the CLIENT or any person or entity that acquires or obtains the instruments of service from or through the CLIENT without the written authorization of the ENGINEER.

- B. The ENGINEER agrees to keep confidential and not to disclose to any person or entity, other than the ENGINEER'S employees, subconsultants, the general contractor, subcontractors, or any permit authorities, if appropriate, any data and information not previously known to and generated by the ENGINEER or furnished to the ENGINEER and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the ENGINEER from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the ENGINEER in the defense of any suit or claim.
- C. The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any loss, damage, or cost (including reasonable attorneys' fees) to the extent caused by the ENGINEER'S negligent acts, errors or omissions in the performance of professional services under this Agreement and those of the subconsultants or employees of the ENGINEER.

The ENGINEER is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence, nor that of the CLIENT'S contractors, subcontractors, consultants or employees.

- D. The following limitations of responsibility shall apply to the ENGINEER for services provided:
 - 1. The ENGINEER shall not be held responsible for the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, or any programs incidental thereto, which shall remain the sole responsibility of the contractor.
 - 2. The ENGINEER shall not be responsible for the contractor's failure to perform the work in accordance with the contract documents.
 - 3. The ENGINEER shall not be held responsible for acts or omissions of the contractor, any subcontractor or their agents or their employees or any other persons performing any of the construction work.

The contractor is the person, firm, or corporation with whom the CLIENT has entered into an Agreement to construct this Project.

- E. In an effort to resolve any disputes that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and the ENGINEER agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify in detail the facts of the dispute. The matter shall be submitted to a Mediator who shall hear the matter and provide an informal opinion and advice. Said informal opinion and advice shall be nonbinding on the parties but shall be intended to help resolve the dispute. The Mediator and the location where the mediation is held will be mutually agreeable between the parties. The Mediator's fees shall be shared equally by the parties.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

- F. Except as provided herein, services hereunder shall be carried to completion without undue interruption. Subject to acquisition of essential data from the CLIENT, the services hereunder shall be scheduled with subsequent authorizations and commissions from other clients of the ENGINEER.
- G. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- H. Since the ENGINEER has no control over the cost of labor, material or equipment, or over contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of probable construction cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by the ENGINEER. If CLIENT desires more accurate information on Project cost, it shall retain the services of a construction estimator.
- I. ENGINEER shall perform its services in accordance with the standard of care and skill ordinarily exercised under the same or similar circumstances by members of the ENGINEER'S profession.

IN WITNESS WHEREOF, the CITY OF CREVE COEUR, MISSOURI and GEORGE BUTLER ASSOCIATES, INC., by their authorized representatives, have hereunto subscribed their names this _____ day of _____, 2013. Executed in duplicate with copies to the CLIENT and ENGINEER.

CLIENT
CITY OF CREVE COEUR, MISSOURI

ENGINEER
GEORGE BUTLER ASSOCIATES, INC.

Name
Title

Name
Title

ATTEST:

ATTEST:

Name
Title

Name
Title

I certify that sufficient funds of the City treasury have been appropriated and are otherwise unencumbered to meet the City/s financial obligation under this Agreement.

Name
Title: City Treasurer

ATTACHMENT A

Chasselle Lane Fee Estimate

Task	Associate	Engineer 1	Engineer 2	Admin. 2	Expenses
	\$ 170.00	\$ 112.00	\$ 100.00	\$ 55.00	
TASK 1 - Limited Construction Period Services					
Pre Construction	2	16			\$ 100.00
Construction Observations	4	180			\$ 100.00
Material Testing/Coordination		4			\$ 4,000.00
Post Construction	2	16		1	\$ 118.00
SUBTOTAL HOURS (Task 1):	8	216	0	1	
SUBTOTAL FEE BY CLASS (Task 1):	\$ 1,360.00	\$ 24,192.00	\$ -	\$ 55.00	\$ 4,318.00
SUBTOTAL FEE (Task 1):					\$ 29,925.00



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: September 4, 2013

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Consultant Recommendation – Construction Observation and Inspection
Chasselle Lane Roadway Improvements Project

City staff recommends that the City retain the engineering services of George Butler Associates, Inc. (GBA), to perform construction inspection services for the Chasselle Lane Roadway Improvements Project that is scheduled to take place this fall. The City retained GBA to perform the construction plans for the project, which GBA completed successfully.

Project Summary

Chasselle Lane runs between Ladue Road and Mason Road and serves as the sole access point and the primary roadway for the Belle Coeur subdivision. This street is in poor condition, and pavement samples found that the pavement thickness was insufficient to allow for resurfacing. With reconstruction as the only apparent option, the City retained the services of GBA in May 2013 to develop engineering design plans for the project. These plans were completed in late August 2013, and the construction contract for the referenced project was subsequently released for bids and is currently recommended for award.

Construction Inspection. GBA is a multi-discipline engineering firm with surveying, design, and construction management as some of its specialties. Their capability to inspect the construction of the project was one of the reasons City staff recommended that GBA develop the project's design plans. These plans were developed with construction in mind, and City staff is confident that the project can be completed successfully.

City staff typically performs construction inspection services for the City's roadway projects. City staff recommends the use of GBA for construction inspection services on Chasselle Lane due to the number of projects that will be active during the construction of the Chasselle Lane project. With several projects under construction - and still others in design - during the Chasselle Lane project, staff is concerned that errors could be made as the number of projects would limit the amount of staff attention to each.

Staff feels that retaining the services of GBA to assist with the construction inspection for Chasselle Lane will better allow staff to responsibly track the City's projects.

Contract Negotiation

Staff from GBA and the City met in spring 2013 to discuss and refine a scope of services that will be suitable for the design of and construction inspection for the Chasselle Lane project. City staff has recently revisited the construction inspection contract terms to verify that they remain relevant to the project.

GBA proposes to perform the construction inspection services for the Chasselle Lane project for a not-to-exceed fee of \$29,925.00. Services include construction observation, inspection, and materials testing, as well as coordination and meetings with the City and contractor during the work.

Fee Discussion. The lowest responsible bid for the Chasselle Lane Roadway Improvements Project is \$259,734.50. GBA's fee proposal represents 11.5% of this bid price. Construction inspection services are typically about 10% of the construction cost due to the time involved with observation, but this percentage can increase with more technical inspections or professional services, such as materials testing. It appears that the fee proposal is within the expected price range and is reasonable.

City staff feels that GBA has provided a fair fee proposal for the construction inspection services related to the Chasselle Lane Roadway Improvements Project.

Funding for Inspection

Funding for the Chasselle Lane Roadway Improvements Project is included in the 2014 fiscal year Capital Improvement Plan as budget number 02-61-71-14709. City staff feels that the construction inspection services are necessary for the responsible tracking of the work and that the costs for construction inspection should be drawn from this same account.

The budget for this project was set at \$350,000.00. Given that the lowest responsible bid for the project was \$259,734.50, it appears that the budget will be sufficient to accommodate both construction and construction inspection costs.

Recommendation

George Butler Associates has provided quality services to the City in the recent past and has been quite responsive in the development of the construction plans for the Chasselle Lane Roadway Improvements Project. City staff expects that this level of service and quality will continue with the inspection of the project. Based upon their past and current performance, their development of the construction plans, and an evaluation of the fee proposed for the construction inspection services, George Butler Associates is the best qualified firm to perform the construction inspection services and will do so at a fair price.

For this reason, City staff recommends the execution of a contract with George Butler Associates, Inc., for construction inspection services related to the Chasselle Lane Roadway Rehabilitation Project, for the fee of \$29,925.00.

Please note that the contract for the construction of this project will be presented for consideration at the September 9, 2013, meeting of the Creve Coeur City Council. City staff recommends that the City Council consider entering into this agreement with George Butler Associates only if the resolution authorizing the construction contract is approved.

RESOLUTION NO. 1079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH N. B. WEST CONTRACTING COMPANY FOR THE CHILTON CULVERT REHABILITATION PROJECT AS PART OF THE STORMWATER CAPITAL IMPROVEMENTS PLAN FOR THE 2014 FISCAL YEAR FOR THE AMOUNT OF \$ 122,811.00.

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

WHEREAS, a drainage culvert collapsed adjacent to Chilton Lane, and the City was not successful in its request for financial participation by the Metropolitan St. Louis Sewer District;

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

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

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

Section 1. The Contract between N. B. West Contracting Company, and the City, attached hereto as "Exhibit A," with a contract sum of \$ 122,811.00, is hereby approved and the execution is hereby authorized. The Contract as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 9th day of September, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

EXHIBIT A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of September, 2013, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and **N. B. West Contracting Company** with offices at 2780 Mary Avenue, Brentwood, MO 63144 (hereinafter called the "Contractor"). The project identified as **Chilton Culvert Rehabilitation Project** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

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

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

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within **Ten (10)** days of the date of the written notice to proceed from the City to the Contractor and shall be completed within **One Hundred and Fifty (150)** consecutive calendar days from and including the date of said written notice to proceed.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities

than those that were included in the Bid Form Proposal or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be one-hundred-twenty-two thousand, eight hundred, and eleven dollars and zero cents (\$ 122,811.00). The Contract unit prices and Contract item quantities are listed in Table 1 on page C-11 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within sixty (60) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

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

- (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed

by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

The Notice To Proceed shall be issued within fourteen (14) calendar days of the award, however no work will commence until the Contractor's Construction Schedule and Traffic Control Plan are submitted and approved by the City.

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

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

d) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay

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

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

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

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

ARTICLE VII

Changes in the Work

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

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

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement,

to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

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

ARTICLE IX**Contractor's Liability Insurance**

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project. The certificates must state **"The City of Creve Coeur is an additional primary insured."** The certificate must provide for thirty (30) days advance notice to the City as certificate holder of any change or cancellation, and any necessary policy endorsements must be provided.

ARTICLE X**Equal Opportunity and Non-Discrimination**

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

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

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.

ARTICLE XI**Conflicts of Interest**

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII**The Work**

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the removal and replacement of a drainage culvert beneath Chilton Lane, the construction and removal of a temporary road for access, rock embankment, plantings, and pavement repair. The Scope of Work provides for items as more specifically described in the attached Technical Specifications.

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

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
1	MOBILIZATION	LS	1	\$ 13,210.00	\$ 13,210.00
2	CLEARING (CHANNEL PROJECTS)	LS	1	\$ 4,800.00	\$ 4,800.00
3	PROTECTION AND RESTORATION OF SITE	LS	1	\$ 2,400.00	\$ 2,400.00
4	REMOVAL OF IMPROVEMENTS	LS	1	\$ 4,700.00	\$ 4,700.00
5	EXCAVATION CLASS "C"	CY	374	\$ 26.00	\$ 9,724.00
6	EXCAVATION CLASS "A"	CY	34	\$ 80.00	\$ 2,720.00
7	EMBANKMENT IN PLACE	CY	133	\$ 8.00	\$ 1,064.00
8	ROCK LINED SLOPE WITH LIVESTAKES	SY	74	\$ 124.00	\$ 9,176.00
9	GRADE CONTROL CHANNEL	CY	98	\$ 54.00	\$ 5,292.00
10	EXISTING SIGN, REMOVE AND RELOCATE	EA	1	\$ 200.00	\$ 200.00
11	STEEL FENCE	LF	64	\$ 80.00	\$ 5,120.00
12	MODULAR BLOCK RETAINING WALL	SF	248	\$ 40.00	\$ 9,920.00
13	SODDING	SY	576	\$ 15.00	\$ 8,640.00
14	48" RCP	LF	60	\$ 180.00	\$ 10,800.00
15	36" RCP	LF	60	\$ 160.00	\$ 9,600.00
16	SAWCUT	LF	165	\$ 3.00	\$ 495.00
17	HEAD WALL	SF	229	\$ 40.00	\$ 9,160.00
18	ASPHALT PAVEMENT - REMOVE AND REPLACE	SY	22	\$ 100.00	\$ 2,200.00
19	TEMPORARY ASPHALT PAVEMENT	SY	147	\$ 20.00	\$ 2,940.00
20	MSD 3 GRANULAR BEDDING	CY	170	\$ 20.00	\$ 3,400.00
21	UNSUITABLE SUBGRADE REMOVAL AND REPLACEMENT	CY	69	\$ 50.00	\$ 3,450.00
22	EROSION AND SEDIMENT CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
23	ASPHALT CURB	LF	140	\$ 20.00	\$ 2,800.00

CONTRACT SUM:	\$	122,811.00
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The Contract contains a binding arbitration provision which may be enforced by the parties.

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

N. B. WEST CONTRACTING COMPANY

By _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: August 7, 2013

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

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

SUBJECT: Recommendation of Award
Chilton Culvert Rehabilitation Project

Competitive bids have been received and evaluated for the replacement of a collapsed stormwater culvert beneath Chilton Lane. City staff recommends pursuing a contract with N. B. West Contracting Company based upon their past performance in the City and their low bid for the work.

Project Discussion

In early 2011, City staff became aware of the outright failure of the end of a culvert that runs beneath Chilton Lane. This issue was one of several identified as priority repairs that were presented to the Metropolitan St. Louis Sewer District (MSD) for consideration for funding. This funding request was unsuccessful, and the City has proceeded to have construction plans developed for the replacement of this culvert and associated storm channel rehabilitation.

The construction plans were completed in early 2013, and easements were secured from the adjacent residents by July 2013.

The project involves the replacement of a collapsed drainage culvert that carries a tributary of Monsanto-Sunswept Creek beneath Chilton Lane, generally along the property lines of #3 and #4 on the north and #12 and #13 on the south. The downstream (south) end of the culvert collapsed in 2011, resulting in a significant hole just off of the south edge of pavement.

Project Financing

Funding for the Chilton Culvert Rehabilitation Project was identified in the FY2013 capital improvement plan, but the design, permitting, and easements for the project were not completed until after the 2013 fiscal year ended.

A budget adjustment is sought to allocate \$125,000 for the project in FY2014. This amount would match that allocated in the FY2013 capital improvement plan.

Advertisement

The City advertised the Invitation for Bids for the subject project in *The Countian* daily newspaper on July 25, July 30, and August 1, 2013. The Invitation for Bids posted on the City's website and was sent to some 18 contractors who have identified themselves as capable and willing to perform culvert replacement work. The City also posted the project plans and

specifications on the online planroom of Drexel Technologies, which sent automatic notices to contractors based upon the type of work involved.

Bid Results and Discussion

Bids for the subject project were publicly opened and read on Tuesday, August 6, 2013. A total of six (6) bids were received for the project, as summarized below:

1. N. B. West Contracting Company\$ 122,811.00
2. R. V. Wagner, Inc.\$ 137,385.50
3. Kuesel Excavating Co., Inc.....\$ 138,250.00
4. XL Contracting, Inc.\$ 172,861.71
5. Gershenson Construction Company. .\$ 188,517.20
6. Wehmeyer Farms, Inc.....\$ 208,058.00

A copy of the bid results is attached. One bid contained mathematical errors, but these did not impact the total bid price.

Recommendation

The recommendation is to award the subject project to N. B. West Contracting Company, due to their low bid for the work and their past performance in Creve Coeur. N. B. West Contracting Company successfully completed the Conway Road Resurfacing Project in 2012, as well as others in the past. Staff expects that the good performance of N. B. West Contracting Company will continue with the successful completion of the subject project.

The recommendation is to award the Chilton Culvert Rehabilitation Project to the firm listed below for a total price of \$122,811.00:

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

Attachments: Bid Tabulation



BID TABULATION

CHILTON CULVERT REHABILITATION PROJECT

City of Creve Coeur, Missouri

Bids opened: 11:00 am, Tuesday, August 6, 2013

Item Number	Item	Unit	Contract Quantity	N B West Contracting Co.		R V Wagner, Inc.		Kuesel Excavating Co., Inc.		XL Contracting, Inc.		Gershenson Construction Co.		Wehmeyer Farms, Inc.	
				Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal	Unit Bid Price	Item Subtotal
1	MOBILIZATION	LS	1	\$ 13,210.00	\$ 13,210.00	\$ 12,500.00	\$ 12,500.00	\$ 7,300.00	\$ 7,300.00	\$ 21,294.85	\$ 21,294.85	\$ 12,000.00	\$ 12,000.00	\$ 16,500.00	\$ 16,500.00
2	CLEARING (CHANNEL PROJECTS)	LS	1	\$ 4,800.00	\$ 4,800.00	\$ 3,000.00	\$ 3,000.00	\$ 11,979.70	\$ 11,979.70	\$ 11,984.75	\$ 11,984.75	\$ 31,000.00	\$ 31,000.00	\$ 11,000.00	\$ 11,000.00
3	PROTECTION AND RESTORATION OF SITE	LS	1	\$ 2,400.00	\$ 2,400.00	\$ 3,500.00	\$ 3,500.00	\$ 5,600.00	\$ 5,600.00	\$ 2,499.53	\$ 2,499.53	\$ 11,710.00	\$ 11,710.00	\$ 10,000.00	\$ 10,000.00
4	REMOVAL OF IMPROVEMENTS	LS	1	\$ 4,700.00	\$ 4,700.00	\$ 13,100.00	\$ 13,100.00	\$ 14,500.00	\$ 14,500.00	\$ 14,349.65	\$ 14,349.65	\$ 2,500.00	\$ 2,500.00	\$ 8,000.00	\$ 8,000.00
5	EXCAVATION CLASS "C"	CY	374	\$ 26.00	\$ 9,724.00	\$ 16.50	\$ 6,171.00	\$ 17.00	\$ 6,358.00	\$ 27.52	\$ 10,292.48	\$ 16.60	\$ 6,208.40	\$ 24.00	\$ 8,976.00
6	EXCAVATION CLASS "A"	CY	34	\$ 80.00	\$ 2,720.00	\$ 67.00	\$ 2,278.00	\$ 100.00	\$ 3,400.00	\$ 211.00	\$ 7,174.00	\$ 215.00	\$ 7,310.00	\$ 200.00	\$ 6,800.00
7	EMBANKMENT IN PLACE	CY	133	\$ 8.00	\$ 1,064.00	\$ 33.00	\$ 4,389.00	\$ 20.00	\$ 2,660.00	\$ 15.41	\$ 2,049.53	\$ 25.00	\$ 3,325.00	\$ 74.00	\$ 9,842.00
8	ROCK LINED SLOPE WITH LIVESTAKES	SY	74	\$ 124.00	\$ 9,176.00	\$ 150.00	\$ 11,100.00	\$ 65.00	\$ 4,810.00	\$ 87.68	\$ 6,488.32	\$ 134.00	\$ 9,916.00	\$ 69.00	\$ 5,106.00
9	GRADE CONTROL CHANNEL	CY	98	\$ 54.00	\$ 5,292.00	\$ 106.00	\$ 10,388.00	\$ 68.00	\$ 6,664.00	\$ 79.49	\$ 7,790.02	\$ 71.50	\$ 7,007.00	\$ 58.00	\$ 5,684.00
10	EXISTING SIGN, REMOVE AND RELOCATE	EA	1	\$ 200.00	\$ 200.00	\$ 221.00	\$ 221.00	\$ 250.00	\$ 250.00	\$ 182.56	\$ 182.56	\$ 756.00	\$ 756.00	\$ 1,200.00	\$ 1,200.00
11	STEEL FENCE	LF	64	\$ 80.00	\$ 5,120.00	\$ 88.00	\$ 5,632.00	\$ 78.75	\$ 5,040.00	\$ 159.83	\$ 10,229.12	\$ 130.00	\$ 8,320.00	\$ 97.00	\$ 6,208.00
12	MODULAR BLOCK RETAINING WALL	SF	248	\$ 40.00	\$ 9,920.00	\$ 30.00	\$ 7,440.00	\$ 26.25	\$ 6,510.00	\$ 49.21	\$ 12,204.08	\$ 35.00	\$ 8,680.00	\$ 38.00	\$ 9,424.00
13	SODDING	SY	576	\$ 15.00	\$ 8,640.00	\$ 8.25	\$ 4,752.00	\$ 9.35	\$ 5,385.60	\$ 8.41	\$ 4,844.16	\$ 15.00	\$ 8,640.00	\$ 8.00	\$ 4,608.00
14	48" RCP	LF	60	\$ 180.00	\$ 10,800.00	\$ 180.00	\$ 10,800.00	\$ 192.00	\$ 11,520.00	\$ 108.73	\$ 6,523.80	\$ 275.00	\$ 16,500.00	\$ 90.00	\$ 5,400.00
15	36" RCP	LF	60	\$ 160.00	\$ 9,600.00	\$ 135.00	\$ 8,100.00	\$ 161.00	\$ 9,660.00	\$ 86.74	\$ 5,204.40	\$ 250.00	\$ 15,000.00	\$ 80.00	\$ 4,800.00
16	SAWCUT	LF	165	\$ 3.00	\$ 495.00	\$ 3.00	\$ 495.00	\$ 3.00	\$ 495.00	\$ 6.00	\$ 990.00	\$ 3.00	\$ 495.00	\$ 6.00	\$ 990.00
17	HEAD WALL	SF	229	\$ 40.00	\$ 9,160.00	\$ 55.00	\$ 12,595.00	\$ 54.00	\$ 12,366.00	\$ 84.80	\$ 19,419.20	\$ 72.20	\$ 16,533.80	\$ 200.00	\$ 45,800.00
18	ASPHALT PAVEMENT - REMOVE AND REPLACE	SY	22	\$ 100.00	\$ 2,200.00	\$ 195.00	\$ 4,290.00	\$ 120.75	\$ 2,656.50	\$ 215.37	\$ 4,738.14	\$ 75.00	\$ 1,650.00	\$ 160.00	\$ 3,520.00
19	TEMPORARY ASPHALT PAVEMENT	SY	147	\$ 20.00	\$ 2,940.00	\$ 40.00	\$ 5,880.00	\$ 33.60	\$ 4,939.20	\$ 38.90	\$ 5,718.30	\$ 50.00	\$ 7,350.00	\$ 140.00	\$ 20,580.00
20	MSD 3 GRANULAR BEDDING	CY	170	\$ 20.00	\$ 3,400.00	\$ 10.50	\$ 1,785.00	\$ 20.00	\$ 3,400.00	\$ 59.26	\$ 10,074.20	\$ 16.00	\$ 2,720.00	\$ 48.00	\$ 8,160.00
21	UNSUITABLE SUBGRADE REMOVAL AND REPLACEMENT	CY	69	\$ 50.00	\$ 3,450.00	\$ 30.50	\$ 2,104.50	\$ 54.00	\$ 3,726.00	\$ 78.07	\$ 5,386.83	\$ 40.00	\$ 2,760.00	\$ 40.00	\$ 2,760.00
22	EROSION AND SEDIMENT CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 5,325.00	\$ 5,325.00	\$ 7,000.00	\$ 7,000.00	\$ 1,774.59	\$ 1,774.59	\$ 5,056.00	\$ 5,056.00	\$ 7,100.00	\$ 7,100.00
23	ASPHALT CURB	LF	140	\$ 20.00	\$ 2,800.00	\$ 11.00	\$ 1,540.00	\$ 14.50	\$ 2,030.00	\$ 11.78	\$ 1,649.20	\$ 22.00	\$ 3,080.00	\$ 40.00	\$ 5,600.00

	N B West Contracting Co.	R V Wagner, Inc.	Kuesel Excavating Co., Inc.	XL Contracting, Inc.	Gershenson Construction Co.	Wehmeyer Farms, Inc.
Total Bid:	\$ 122,811.00	\$ 137,385.50	\$ 138,250.00	\$ 172,861.71	\$ 188,517.20	\$ 208,058.00

Denotes a calculation error. The corrected value is shown.

RESOLUTION NO. 1080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF AN AGREEMENT WITH INTERNATIONAL TRUCK & ENGINE CORP. FOR THE PURCHASE OF A 2013 INTERNATIONAL DIESEL POWERED TWO-TON DUMP TRUCK WITH A STAINLESS STEEL SALT SPREADER WITH CALCIUM CHLORIDE SADDLE TANKS AND A 10 FOOT SNOW PLOW FOR AN AMOUNT OF \$118,608.

WHEREAS, the City Council of the City of Creve Coeur recognizes a need to provide quality equipment to city employees; and

WHEREAS, the purchase of a new 2013 International 7300 dump truck with plow and stainless steel salt spreader is necessary to provide valuable city services; and

WHEREAS, these goods have been competitively bid as required by the City of Creve Coeur Code of Ordinances.

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

Section 1: The agreement between International Truck & Engine Corp. and the City for the purchase of a 2013 International 7300 diesel powered dump truck with a stainless steel salt spreader and calcium chloride saddle tanks and a 10 ft. snow plow for \$118,608 is hereby approved. The agreement as executed shall be 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 9th day of September, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

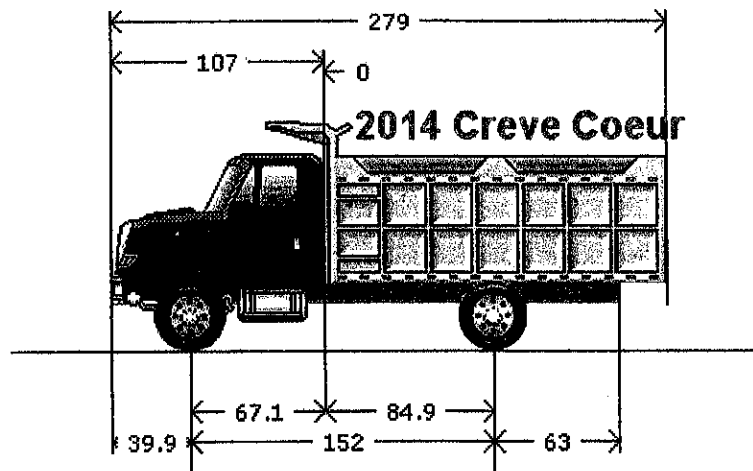
Prepared For:

City of Creve Coeur 7300 4X2
 Jim Heines
 300 N New Ballas Rd.
 Saint Louis, MO 63141-7533
 (314)223 - 0209
 Reference ID: JDS-3679-01

Presented By:

INT'L TRK & ENGINE CORP
 Joe D Sontag
 900 S HIGHWAY DR STE 103
 FENTON MO 63026 -
 (636)343-6800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2013 7300 SBA 4X2 (SA615)

APPLICATION:

Construction Dump

MISSION:

Requested GVWR: 33000. Calc. GVWR: 33000

Calc. Start / Grade Ability: 29.30% / 2.26% @ 55 MPH

Calc. Geared Speed: 73.5 MPH

DIMENSION:

Wheelbase: 152.00, CA: 84.90, Axle to Frame: 63.00

ENGINE, DIESEL:

{MaxxForce DT} EPA 10 230 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed

TRANSMISSION, AUTOMATIC:

{Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.

CLUTCH:

Omit Item (Clutch & Control)

AXLE, FRONT NON-DRIVING:

{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity

AXLE, REAR, SINGLE:

{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 6.14

CAB:

Conventional

TIRE, FRONT:

(2) 11R22.5 G662 FUEL MAX (GOODYEAR) 497 rev/mile, load range G, 14 ply

TIRE, REAR:

(4) 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply

SUSPENSION, RR, SPRING, SINGLE:

Vari-Rate; 23,500-lb Capacity

PAINT:

Cab schematic 100GN

Location 1: 2303, Red (Std)

Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
SA61500	Base Chassis, Model 7300 SBA 4X2 with 152.00 Wheelbase, 84.90 CA, and 63.00 Axle to Frame.	\$78,211.00
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	\$983.00
1LLA	BUMPER, FRONT Steel, Swept Back	\$0.00
	<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color	
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	\$350.00
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	\$0.00
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity	\$273.00
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
3770	SPRINGS, FRONT AUXILIARY Rubber	\$104.00
3ADC	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 12,000-lb Capacity; With Shock Absorbers	\$67.00
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free	
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : DUST SHIELDS, FRONT BRAKE : DUST SHIELDS, REAR BRAKE : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4	
	<u>Notes</u> : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered.	
4732	DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank	\$0.00
	<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank	
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control	\$210.00
4EBT	AIR DRYER {Bendix AD-IP} With Heater	\$526.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab	
4ESX	BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn	\$0.00
4EVL	BRAKE CHAMBERS, REAR AXLE {Haldex GC3030LHDHO} 30/30 Spring Brake	\$0.00
	<u>Includes</u> : BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES: All 4x2, 4x4; 6x4 & 6x6 with Rear Tandem Axles Less Than 46,000-lb. or GVWR Less Than 54,000-lb.	
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	\$265.00
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.	
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	\$0.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
4SBC	AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity	\$0.00
5708	STEERING COLUMN Tilting	\$125.00
5CAL	STEERING WHEEL 2-Spoke, 18" Diam., Black	\$0.00
5PSA	STEERING GEAR {Sheppard M-100} Power	\$0.00
7BEJ	EXHAUST SYSTEM Single, Horizontal, Aftertreatment Device Frame Mounted Outside Right Rail Under Cab; Includes Vertical Tail Pipe and Guard	\$738.00
	<u>Includes</u> : EXHAUST HEIGHT 10' Exhaust Height - Based on Empty Chassis with Standard Components (+ or - 1" Height) : MUFFLER/TAIL PIPE GUARD Non-Bright Finish	
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	\$42.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u> : BATTERY BOX Steel with Plastic Lid : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : HORN, ELECTRIC Single : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : RUNNING LIGHT (2) Daytime, Included With Headlights : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8518	CIGAR LIGHTER Includes Ash Cup	\$18.00
8GGN	ALTERNATOR {Bosch LH160} Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	\$151.00
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package With Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket	\$244.00
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total	\$103.00
8RGA	2-WAY RADIO Wiring Effects; Wiring With 20 Amp Fuse Protection, Includes Ignition Wire With 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	\$68.00
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	\$368.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	\$158.00
8WBW	JUMP START STUD Remote Mounted	\$128.00
	<u>Includes</u>	
	: JUMP START STUD Mounted to Battery Box	
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	\$94.00
8WGB	SOLENOID, AIR for Customer Use; Provides (2) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position	\$182.00
	<u>Notes</u>	
	: To Be Used as a Pilot Air and NOT as an Air Supply.	
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$26.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	\$42.00
8WPP	ENGINE SHUTDOWN Automatic; With 30 Second Delay, With International Engines	\$147.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
8WRB	HEADLIGHTS ON WWIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$22.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	\$0.00
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	\$42.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses	\$99.00
9HBM	GRILLE Stationary, Chrome	\$0.00
9WAC	BUG SCREEN Front End; Mounted Behind Grille	\$131.00
9WBC	FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GN"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	\$353.00
12959	BLOCK HEATER, ENGINE {Phillips} 120 Volt/1250 Watt	\$82.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12NUM	ENGINE, DIESEL {MaxxForce DT} EPA 10 230 HP @ 2200 RPM, 660 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed	\$1,081.00
	<u>Includes</u> : AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated (Air Brake Chassis Only) : ANTI-FREEZE Red Shell Rotella Extended Life Coolant; -40 Degrees F/ -40 Degrees C; for MaxxForce Engines : COLD STARTING EQUIPMENT Intake Manifold Electric Grid Heater with Engine ECM Control : CRUISE CONTROL Electronic; Controls Integral to Steering Wheel : ENGINE OIL DRAIN PLUG Magnetic : ENGINE SHUTDOWN Electric, Key Operated : FUEL FILTER Included with Fuel/Water Separator : FUEL/WATER SEPARATOR Fuel/Water Separator and Fuel Filter in a Single Assembly; With Water-in-Fuel Sensor; Engine Mounted : GOVERNOR Electronic : OIL FILTER, ENGINE Spin-On Type : WET TYPE CYLINDER SLEEVES	
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	\$274.00
	<u>Includes</u> : FAN Nylon	
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core With Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler	\$310.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank	

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	
12UXG	FEDERAL EMISSIONS for 2010; MaxxForce DT Engines	\$0.00
12VBB	AIR CLEANER Dual Element	\$18.00
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	\$0.00
12VZA	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for MaxxForce post 2007 Emissions Electronic Engines	\$45.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply With California Clean Air Idle Regulations	\$0.00
12XAN	OBD COMPLIANCE for 2013 OBD (On Board Diagnostics)	\$650.00
13AMB	TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.	\$8,795.00
	<u>Includes</u> : OIL FILTER, TRANSMISSION Mounted on Transmission : TRANSMISSION OIL PAN Magnet in Oil Pan	
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	\$0.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$141.00
13WYL	SHIFT CONTROL PARAMETERS Allison Performance Programming in Primary and Allison Economy Programming in Secondary	\$0.00
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.14	\$612.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
14SAN	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity	\$87.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.	
14SZB	SPRINGS, REAR AUXILIARY Multileaf; 4,500-lb Capacity	\$120.00
14WLB	AXLE, REAR, LUBE {EmGard 75W-90} Synthetic Oil; 30 thru 39.99 Pints	\$115.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
15LKG	FUEL/WATER SEPARATOR with Thermostatic Fuel Temperature Controlled Electric Heater, and Filter Restriction/Change Indicator, Includes Standard Equipment Water-in-Fuel Sensor	\$64.00
15SGJ	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity, 16" Tank Depth, with Quick Connect Outlet, Mounted Left Side, Under Cab	\$0.00
16030	CAB Conventional	\$0.00
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door	
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	\$0.00
	<u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)	
16HGH	GAUGE, OIL TEMP, ALLISON TRAN	\$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	\$116.00
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type	
16PHJ	SEAT, TWO-MAN PASSENGER {Gra-Mag} Fixed Back, Two Integral Headrest, Vinyl, Less Under Seat Storage Compartment	\$362.00
	<u>Includes</u> : SEAT BELT (2) One 3-Point Shoulder Belt and One 2-Point Lap Belt (Center Position)	
16SDU	MIRRORS (2) {Lang Mekra} Styled; Rectangular, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatically Controlled, Power Both Sides, Clearance Lights LED, Bright Finish Heads & Brackets	\$563.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$39.00
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	\$823.00
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A	
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
16WKY	HVAC FRESH AIR FILTER	\$0.00
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	\$25.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	\$76.00
16WRX	CAB INTERIOR TRIM Deluxe	\$0.00
	<u>Includes</u> : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console	
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
27DRN	WHEELS, FRONT DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	\$192.00
	<u>Includes</u> : PAINT IDENTITY, FRONT WHEELS White	
	<u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5	
28DRN	WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 5 Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs	\$311.00
	<u>Includes</u> : PAINT IDENTITY, REAR WHEELS White	
	<u>Notes</u> : Compatible Tire Sizes: 11R22.5, 12R22.5, 255/70R22.5, 255/80R22.5, 265/75R22.5, 275/70R22.5, 275/80R22.5, 295/75R22.5, 295/80R22.5	
29PAR	PAINT IDENTITY, FRONT WHEELS {Accuride} Disc Front Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint	\$24.00
29PAS	PAINT IDENTITY, REAR WHEELS {Accuride} Disc Rear Wheels; With Vendor Applied (PKWHT21) White Powder Coat Paint	\$48.00
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel	\$10.00
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels	\$24.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	\$575.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
7372135423	(4) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 ply	\$464.00
7372138108	(2) TIRE, FRONT 11R22.5 G662 FUEL MAX (GOODYEAR) 497 rev/mile, load range G, 14 ply	\$590.00
Total of Product Features		\$101,319.00
Cab schematic 100GN		
Location 1: 2303, Red (Std)		
Chassis schematic N/A		
Total List Price Including Options:		\$101,319.00
1	Viking-Cives Quote Number 60167	\$51,378.00
Total Body Allied:		\$51,378.00

(US DOLLAR)		
<u>Description</u>		<u>Price</u>
Net Sales Price:		\$118,608.00
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Total Taxes:	\$0.00	
Warranty:	\$2,050.00	
Body/Allied Equipment:	\$51,378.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



Viking-Cives Midwest, Inc.
 22956 Highway 61
 Morley, MO 63767
 Phone: 573-262-3545
 Fax: 573-262-3540
 www.vikingcivesmidwest.com

QUOTATION

Quote ID: 60167

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Customer: International Truck & Engine Corp

Contact: Joe

Address: 900 South Hwy Drive
 Suite 103
 Fenton MO 63026

Phone: 636-343-6800

Fax: 636-349-0335

Quote Number: 60167

Quote Date: 7/23/2013

Quote valid until: 9/6/2013

FOB: Morley, MO

Lead Time:

Salesperson: Daniel Wheeler

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	MO35BASEPKG	MoDOT Heavy Duty Truck package for 35,000 GVW Per Bid Request 3-070830 includes: Truck provided back up alarm, 7 pole ABS light plug, and air lines to the rear, Diamond logic with chassis provide RPM Viking-Cives 10' Western Style dump body without cross members 24" sides with formed side brace 24" air operated double acting tail gate with manual override, and "D ring lifting loop 10 gauge Corten sides and front 3/16" Corten floor, tailgate, top rail, and rear corner posts 10" x 1/4" formed trapezoidal long sills Corten steel construction. Four side mounted (welded) ratchets for securing spreader 87.5" x 18" weld on cab shield constructed from 10 gauge Corten steel Aero 550 load cover with Pioneer air actuated tension hoop, rear nylon tie downs, 14' asphalt tarp with single bungee tie down rope on each side of the tarp Whelen LED MoDOT safety lighting system with brush guard, "T" mounting brackets on cab shield and rear light boxes recessed in the rear corner post LED body light system with (1) model 45 series light recessed in the corner post and (1) 45 series back up light under rear apron and marker lights in the rear post and corner of the cab shield, and wiring harness Two 2-rung pull-out ladders with aligning grab handles (one on each side of each step) Epoxy primer and MoDOT Yellow paint (IH4421), conspicuity striping per MoDOT pattern Mailhot CS-90-4.5-3 DA cylinder with nitrated sleeves with external mount Dump body hinge with formed pivot blocks Combination hoist, reservoir, and valve enclosure mounting cradle Swing down dual body props Body raised indicator light in cab Certified Power Freedom ACS Control hydraulic system includes: Crankshaft driven 90series Sauer Danfoss load sense pump Low oil and overheated oil shutdown with over-ride Computer spreader and liquid control with ground speed orientation Multiple "joystick" console with heads-up display of operator's functions CAN Bus wire system, and on board diagnostics	\$43,955.00	\$43,955.00



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Quote ID: 60167

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QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
		All valves electronically proportional and in weatherproof enclosure Valves for DA dump hoist, SA plow lift with float and DA plow reverse One piece manifold valve for conveyor, spinner, pre-wet and anti-ice Hydraulic powered Pre-wet pump with flow meter feedback, less tanks 40-gallon oil reservoir mounted upright between cab and body on the passenger side Valve enclosure mounted upright between cab and body on the driver's side Hydraulic lines and cushion valve to front bumper on driver's side for plow lift and angle. High pressure disconnect for the plow reverse circuit Hydraulic lines to street side rear rub rail for salt spreader with bulkhead mount, 1" return line, 3/4" conveyor line and 1/2" spinner line, all lines routed through rear bulkhead with 90 degree swivel fittings. Auxiliary hydraulic lines to the curbside rear rub rail, (3) 3/8" lines " with bulkhead mount. Lines are plumbed with a tee to the plow lift and plow reverse circuits Vehicle portion of Aero Quip 45 series compatible quick disconnects with dust covers on all hose ends Accessories: MoDOT designed front bumper with 2 1/2" SA lift cylinder for snow plow, bolted to truck frame with grade 8 fine thread bolts Truck Lite 645WK plow lights attached to aluminum fender brackets Buyers weatherproof 24" underbody tool box mounted on curb side Front and rear mud flaps with clamp style attachment on the rear flaps Premier 100NS 45-ton pintle hitch with 3/4" weld on plate, and B50 "D" rings Truck provided 7 pole light plug and air lines to the rear. Glad hands provided and shipped loose in cab Truck provided backup alarm Rear mount work light for spreader operation All equipment installed and fully operational with all parts to make a complete Heavy Duty Truck		
1	MO35OPT13	10' Skid mount material spreader with calcium prewet tanks and top screens set up for a Certified Power prewet system and installed complete.	\$11,543.00	\$11,543.00
1	NPN DW50	Galion model 400U dump body with UD850DA underbody hoist per specs in lieu of the standard Modot body with head lift hoist. Includes one body ladder (DS), electric tarp, air release tailgate and cabshield. Paint red to match cab.	(\$5,500.00)	(\$5,500.00)
1	NPN DW51	Install and paint red one row of 2" x 8" oak extension boards	\$250.00	\$250.00
1	NPN DW53	PH15 pintle hitch with 1/2" plate and 1/2" d-rings in lieu of Premier 100	(\$125.00)	(\$125.00)
1	MOA4010	Electric brake control and 6-wire plug	\$180.00	\$180.00
1	SV031HS 00090	Crank drive 75CC load sense pump. 3 spool PVG32 load sense valve mounted in a valve/tank combination for the drivers side. Freedom 2.1 Spreader controller, Auger/Spinner/Pre-wet. 12VDC Electric Pre-wet system with plumbing (no tanks). Valve is set up for a 3000 PSI hoist with a pressure reducing section.	(\$7,150.00)	(\$7,150.00)
1	MOA6035	Front mount nylon winch binders and tailgate lock bar for material spreader in lieu of four winches	\$200.00	\$200.00
1	MOA7000	No toolbox	(\$250.00)	(\$250.00)



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Quote ID: 60167

Page 3 of 3

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	NPN DW54	TMA hydraulic circuit off the double acting plow lift cylinder valve in lieu of auxilliary hydraulics.	(\$100.00)	(\$100.00)
1	MOA7035	Economy VCM/Wheeler 4-oval lighting pkg in lieu of Whelen System. Includes two amber lights in rear corner post and two amber lights at a 45-degree angle in cabshield corners	(\$600.00)	(\$600.00)
1	MOA1010	UQH with bumper, cheek plate, SA lift cylinder ILO Modot bumper	\$575.00	\$575.00
1	MOA2002	Viking MW36R10 full trip power reverse snow plow Dual compression trip arms 3/16" steel moldboard 3" x 10" reverse cylinders Kuper GK5 Cutting Edge Hose kit with quick disconnects 10" rubber deflector Flexible plow markers UQH swivel quick hitch	\$8,400.00	\$8,400.00
			Quote Total:	\$51,378.00
			Discount:	\$0.00
			Total Due:	\$51,378.00

The following options may be added:

QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT
1	Standard steel cutting edges ILO Kuper GK5 Ceramic insert blades	(\$1,400.00)	(\$1,400.00)
1	Modot Front Bumper Hitch ILO UQH	(\$575.00)	(\$575.00)

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date:	
P.O. number:	

- ◆ Quoted price does not include any applicable taxes.
- ◆ Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- ◆ Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis
- ◆ Terms for established accounts, NET 30 days



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: August 21, 2013

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Purchase of a 2013 Two-ton Diesel Powered Dump Truck with Snow Plow and a Stainless Steel Salt Spreader with Calcium Chloride Saddle Tanks

Over the past few years the city has been purchasing International 7300 two-ton dump trucks with snow plow and stainless steel spreaders through the state cooperative purchase agreement. This year Public Works staff is recommending the purchase of the same truck with an upgraded snow plow and spreader. In an effort to meet the budgeted amount city staff has been working with Joe Sontag of Navistar, Inc. to design an International truck that meets the city's needs and stays within the approved budget. These trucks were previously bid by MoDOT and are made available to government agencies through the Cooperative Purchase Agreement thereby meeting the city's purchasing policy.

One replacement two-ton dump truck was approved in the FY 2014 budget. As part of our normal truck replacement rotation we plan to purchase a diesel powered International dump truck with air brakes, upgraded 10 ft. snow plow, and a stainless steel salt spreader with calcium chloride saddle tanks. Creve Coeur Public Works as well as the fabricator of the truck body packages, Viking Cives Midwest has experienced damages to the lighter plows we have been purchasing during normal use on roadways. This being the case, we are recommending to upgrade the plow to a highway plow with a more robust frame and moldboard. The price quoted by International Truck & Engine Corp. will be honored through September 30, 2013, however as of October 1, 2013 the manufacturer will increase the cost of this vehicle by 3% above the cost identified in the attached quote.

Approximately 5 years ago, the city started to upgrade the spreader construction material to stainless steel in an effort to obtain a better service life from the equipment. Previously purchased salt spreaders were made of cold steel and would rust out within 5-years requiring steel patches and repairs. To date we have seen minimal wear on the stainless steel models. This being said, we recommend that we continue purchasing stainless steel salt spreader as part of the new truck package.

If the purchase of this new truck is approved, it will replace a 2004 gas powered Chevy 7500 two-ton dump truck. Once the new truck is delivered, we plan to send the 2004 Chevy to the St. Louis County equipment auction.

The recommendation is to award the purchase of a 2013 International 7300 diesel powered truck with air brakes, upgraded 10 ft. snow plow, and a stainless steel salt spreader with calcium chloride saddle tanks International Truck & Engine Corp., located at 900 S. Highway Dr. Ste. 103, Fenton, MO 63026, TNO: 636-343-6800, with Viking-Cives Midwest, Inc. body type in the total amount of \$118,608.

Funding for this purchase, \$118,500 was approved in the FY 2014 CIP budget in account # 02-61-71-9516 Capital Equipment. Although this purchase is \$108 over the budgeted amount, excess funding still remains in the account from the purchase underruns of the chipper, One-ton truck, and leaf vacuum.



Memorandum

To: Council Member Kramer, Council Member Kreuter, Council Member Wang,
Council Member Lawrence, Council Member D'Alfonso, Council Member
Hoffman, Council Member Saunders and Council Member Rhoades

CC: Mark Perkins, City Administrator

From: Mayor Glantz *466*

Date: 8/30/2013

Re: Olive TDD Board Appointments

The terms of two Olive Boulevard Transportation Development District (Olive TDD) Board of Directors, Harold Dielmann and Beth Kistner, expire on September 17, 2013.

Pursuant to Section 3.03 of the Olive TDD Agreement (<http://www.creve-coeur.org/DocumentCenter/Home/View/617>), I offer the following nominations for City Council consideration:

- Mayor Barry Glantz
- Council Member A.J. Wang

A current list of Olive TDD Board Members can be viewed at:
<http://www.creve-coeur.org/DocumentCenter/Home/View/1054>

I will request that these nominations be placed on the September 9 City Council Agenda for consideration.

Memorandum

To: Mark Perkins, City Administrator
From: Theresa Bradshaw, Public Information Officer and Management Analyst
Date: 8/1/2013
Re: Food truck Survey Results

The City Council has expressed an interest in permitting food trucks in the city to a greater extent than currently allowed. City staff posted a survey on SurveyMonkey.com, and with the assistance of the Chamber of Commerce, received feedback from Creve Coeur businesses as well as residents. A total of 67 responses were received and the results are provided below.

The survey results were generally favorable toward food trucks operating within the city and within some guidelines (see attachment 1 for detailed information on survey responses). The following survey results could be of interest in any further discussion:

- In regards to how to regulate food truck operations, responses tended to be polarized - either strongly for or strongly against each scenario.
- Questions which gauged acceptance and/or patronage of food trucks returned 75-85% positive responses.
- The above approval rates apply to all classes of respondents with the exception of the restaurant owner/operator/employee class (2 respondents).
- Residents (27 respondents) were slightly less accepting of food trucks than business owners (24 respondents) or people working in Creve Coeur (27 respondents), though a healthy majority provided responded indicating acceptance of the trucks.

If the City Council would like to further allow and/or encourage food trucks in the city, then it may wish to consider a one-year pilot program to gauge both the appropriateness/effectiveness of any city regulations and any effect on established restaurants in Creve Coeur.

Such a pilot program would seek to balance the concerns expressed in the survey with realistic and enforceable regulations. Certainly, truck operators will require the permission of the property owner in order to do business on a property. Also, it is suggested that truck operators be required to obtain a permit to allow the city to keep track of who is operating and to facilitate sales tax payment.

Additional regulations which would provide additional control, but could make Creve Coeur a less desirable market for food truck operators, include:

- Restricting truck operation to one or two days per week
- Restricting operation to certain hours of the day
- Issuing a limited number of licenses

It has also been suggested that food trucks could complement a farmers market, should current interest and research result in the establishment of such a market.

TRB

Cc: Paul Langdon, Community Development Director

Attachment (2)

Food Truck Survey results

The food truck survey was conducted through SurveyMonkey.com. A total of 67 responses were collected from June 24 to July 15, 2013. Only two responses were shown to come from the same IP address.

Q1: Please select all that apply to you. I am:

a Creve Coeur business owner (non-restaurant business)	24
a Creve Coeur restaurant owner/operator/employee	2
an employee of a Creve Coeur business/I work in Creve Coeur	27
a Creve Coeur resident	27
Other	4
<i>Employee in nearby city</i>	1
<i>Chamber member</i>	2
<i>work in real estate in the area</i>	1

The next question gauged respondents' preferences toward various treatments of food trucks. On the whole, the responses tended to be polarized, with responses either strongly for or strongly against each scenario.

Q2: Cities approach and regulate food trucks in many different ways; some of these approaches are listed here. Please assign each approach a number from 1-7 with "1" being the approach you prefer most and "7" being the approach you like least.

	1	2	3	4	5	6	7
Permit food trucks only in certain zonings	14 20.90%	8 11.94%	12 17.91%	9 13.43%	2 2.99%	5 7.46%	17 25.37%
Restrict days/hours of operation	18 26.87%	8 11.94%	0 0.00%	12 17.91%	7 10.45%	7 10.45%	15 22.39%
Permit trucks to park only for a specified amount of time at one location	20 29.85%	8 11.94%	8 11.94%	9 13.43%	6 8.96%	4 5.97%	12 17.91%
Issue a limited number of licenses for food trucks	14 20.90%	7 10.45%	7 10.45%	11 16.42%	5 7.46%	9 13.43%	14 20.90%
Permit food trucks only at private events (treated as a catering service)	8 11.94%	1 1.49%	2 2.99%	8 11.94%	3 4.48%	13 19.40%	32 47.76%
Require a buffer zone between brick-and-mortar restaurants and where trucks can operate	22 32.84%	6 8.96%	11 16.42%	13 19.40%	4 5.97%	1 1.49%	10 14.93%
Permit trucks to operate when and where the operators choose, with permission of the property owner	31 46.27%	11 16.42%	3 4.48%	1 1.49%	3 4.48%	2 2.99%	16 23.88%

Only two respondents identified themselves as a Creve Coeur restaurant/owner/employee and their preferences were to require a buffer zone and issue a limited number of licenses (both selected “1” for these options); permitting trucks only in certain zonings drew a unanimous “3”; permitting operators to come and go as they please drew a “5” and “7”; all other treatments received a split of “1” and either a “2” or “3.”

The business owner subgroup (24 responses) was similar to the overall response, if not slightly more favorable toward food trucks. The resident subgroup (27 responses) resembled the overall results, if not slightly more in favor of restrictions. The “I work in Creve Coeur” subgroup (27 responses) showed the greatest support for limited restrictions on food trucks.

Q3: I believe the presence of food trucks would increase Creve Coeur's desirableness as a place to live, work or start a business.

	Overall	Business owner	Restaurant	Workers	Residents	Other
Strongly agree	55.22%	66.67%	0%	59.26%	51.85%	100%
Agree	23.88%	16.67%	0%	29.63%	22.22%	0%
Disagree	10.45%	4.17%	50.00%	7.41%	14.81%	0%
Strongly disagree	10.45%	12.50%	50.00%	3.70%	11.11%	0%

Q4: My biggest concerns with allowing food trucks would be (select all that apply):

	Overall	Business owner	Restaurant	Workers	Residents	Other
Health/sanitation	32.84%	33.33%	50%	22.22%	40.74%	0%
Traffic	23.88%	20.83%	50%	18.52%	29.63%	0%
Competition/fairness	28.36%	25.00%	100%	14.81%	44.44%	0%
Noise	11.94%	12.50%	0%	7.41%	22.22%	0%
Property owner permission	31.34%	25.00%	0%	25.93%	37.04%	100%
No concerns	34.33%	41.67%	0%	40.74%	29.63%	0%

Q5: I would eat at a food truck.

	Overall	Business owner	Restaurant	Workers	Residents	Other
Yes	85.07%	87.50%	0%	88.89%	81.48%	100%
No	14.93%	12.50%	100%	11.11%	18.52%	0%

Q6: I would allow a food truck to operate on my property.

	Overall	Business owner	Restaurant	Workers	Residents	Other
Yes	29.85%	37.50%	0%	48.15%	14.81%	0%
No	19.40%	16.67%	100%	7.41%	29.63%	0%
Not applicable	50.75%	45.83%	0%	44.44%	55.56%	100%

Q7: I believe food trucks will negatively impact revenue in Creve Coeur’s “brick and mortar” restaurants.

	Overall	Business owner	Restaurant	Workers	Residents	Other
Strongly agree	11.94%	8.33%	50.00%	7.41%	18.52%	0%
Agree	13.43%	12.50%	50.00%	7.41%	18.52%	0%
Disagree	49.25%	45.83%	0%	59.26%	40.74%	50.00%
Strongly disagree	25.37%	33.33%	0%	25.93%	20.22%	50.00%

Q8: If they are allowed at all, where should trucks be allowed to operate?? Select all that apply.

	Overall	Business owner	Restaurant	Workers	Residents	Other
On private property	41.79%	13.64%	50.00%	55.56%	22.22%	50.00%
On public streets	35.82%	12.50%	0%	33.33%	44.44%	100%
Along Olive Blvd.	56.72%	18.18%	0%	51.85%	48.15%	100%
Industrial/office complexes	86.57%	25.00%	50.00%	81.48%	92.59%	100%
Public parks	74.63%	20.45%	50.00%	77.78%	74.07%	0%
Near schools	14.93%	5.68%	0%	14.81%	11.11%	0%
Residential neighborhoods	8.96%	3.41%	0%	11.11%	3.70%	0%
Other	2.99%	1.14%	0%	0%	3.70%	0%

Memorandum

To: Mark Perkins, City Administrator, and Paul Langdon, Planning Director
From: Theresa Bradshaw, Public Information Officer and Management Analyst
Date: 5/8/2013
Re: Food trucks

Until recently, mobile food vendors (food trucks) were creatures of only the largest cities. As the food truck craze has spread into smaller metropolitan areas such as St. Louis, municipalities have found it necessary to regulate the trucks based on the unique needs of their communities. In the St. Louis region, municipal response has varied greatly, from tolerance/inaction to complete prohibition.

Currently, food trucks are permitted in Creve Coeur only under certain conditions:

1. If trucks wish to come and go in the city at their own discretion, a conditional use permit is required. Since a CUP requires a site plan, the truck would need a permanent site and would be required to comply with any conditions approved with the permit. To date, no such CUPs have been issued.
2. The second scenario is as a caterer. In this instance, trucks are hired by a business or organization to come to their property and provide food only to those already present; it is not intended to serve passers-by, the same as a catered party is not open to anyone who comes through the door. This is a permitted activity and has been done, on a limited basis, at CityPlace.
3. Last, if the food truck is on the property for a special event but is open to the public, it is still a caterer, but the property owner would need to obtain a temporary use permit from the City.

When considering a regulatory approach, municipalities must weigh numerous pros and cons. Food truck proponents argue that trucks can bring food into areas lacking in options, the trucks are great for festivals and in parks, and the trucks often have a following (cultivated through social media marketing) which can be a source of community building. Concerns regarding food trucks often focus on health/sanitation, competition with brick-and-mortar restaurants, traffic/parking, and whether trucks have permission from the property owners where they are parking.

There are numerous ways to control for the concerns listed above. Methods employed by other municipalities include:

- Restricting trucks to certain zoning
- Restricting number of days or specific hours during which trucks can operate
- Allowing trucks only for private events (treated as a catering service; one payment – no individual transactions)

- Limiting the length of time trucks can be parked (except when licensed for a special event)
- Requiring proof of property owner permission as part of licensing process
- Forbidding trucks to operate on vacant properties or outside the operating hours of the property's business
- Requiring buffer zones between brick-and-mortar restaurants
- Requiring proof of health inspection/no tax due/county peddler license
- Limiting the total number of food truck licenses available

Creve Coeur's current approach is much in line with other municipalities, such as Maryland Heights and Clayton, and is on the more restrictive end of the spectrum. On the other end of the spectrum, Chesterfield is embracing food trucks. The approximately 20 licensed trucks are required to obtain a business license and are given a list of rules in which they are expected to operate. The rules require current county licenses, collection and remittance of sales tax, parking no closer than 200 feet from brick-and-mortar restaurants, no parking on vacant/unoccupied properties, proof of property owner's permission (upon request), no public right-of-way or parks parking unless proper licensing is obtained, and no operating outside business hours of the primary adjacent establishment(s). The city schedules three trucks at City Hall on Fridays and invites the trucks to various community events throughout the year.

Going forward, the approach for Creve Coeur depends largely on what concerns are or are not present in the community as well as whether the city would have the staff resources necessary to enforce regulations. Based on staffing concerns, a more simplistic and streamlined approach will be preferable. Additionally, it should be noted that our Recreation Department has expressed an interest in inviting the trucks to various events in the parks but has refrained so as not to appear to be operating outside the rules which we apply to private entities.

As discussed, this matter will be included as a discussion item on upcoming Planning and Zoning Commission and City Council agendas. We will also seek input from the Chamber of Commerce and local businesses.

TRB

Attachment (1)

The below matrix illustrates each city's approach to food truck regulation. Additional supporting materials (ordinances, business license applications, emails, etc.) are available upon request.

City	License	Fee	Distance from brick and mortar?	Other
Berkeley	Hawker, Peddler & Transient Merchant	Dependent on sales, annual	None	\$500 bond, restricted hours
Boston	Mobile Food Truck Permit (per vehicle)	\$500 application, annual fee based on taxable market valuation of property on which trucks will be operating per required map routes	None	Liability insurance, Committee makes rules and approves/denies applications, MFT Committee also determines where trucks can operate
Chesterfield	Business License for Food Trucks	\$25 annual	200 feet	MO No Tax Due, County Peddler License, health permit, proof of property owner permission
Clayton	PW permits if on street or sidewalk, PR permits if in park.	None	None	Treated as catering service, health permit
Fairview Heights	Forbidden	n/a	n/a	n/a
Hazelwood	Hawker, Peddler, Solicitor & Transient Merchant	\$25 annual	None	Restricted hours of operation
Kirkwood	Temporary Merchant	\$25/day	None	No action taken, tolerated
Lake St. Louis	Business + additional regulations	\$10/day or \$50 annual (vendor choice)	None	Health permit, no residential, operate 5 out of 7 days, no public streets (proof of property owner permission)
Las Vegas	Mobile Food Vendor	Dependent on sales, semiannual	150 feet (also restricts time and distance from schools, city concession stands)	Proof of NV tax, health permit/vehicle, liability and property damage insurance, move every 30 minutes (unless special event permit)
Maryland Heights	Itinerant Merchant	\$25 monthly	None	Require site plan and proof of property owner permission