

Table of Contents

Agenda	5
Council Minutes dated November 12, 2013	
Minutes dated November 12, 2013	11
Resolution No. 1089 - A Resolution Authorizing The Execution Of An Agreement Between The City Of Creve Coeur And Delta Dental Of Missouri Renewing The City's Dental Insurance Plan Beginning January 1, 2014 And Ending December 31, 2014.	
Resolution No. 1089	23
2014 Dental Renewal Memo to CA 11_25_2013	24
Resolution No. 1090 - A Resolution Authorizing The Execution Of An Agreement With Mutual Of Omaha To Provide Group Life, Accidental Death And Dismemberment, And Long-Term Disability Insurance For City Employees.	
Resolution No. 1090	25
2014 Life ADD LTD Memo to CA 11_25_2013	26
Appendix 1	27
For Information Only	
Report, Bills Payable, 11-18-13.	29
Bill No. 5459 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 8th Day Of April, 2014, For The Election Of One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. Final Reading and Passage	
Bill No. 5459	55
Election Candidate Nomination Form.	57
Candidate petition - Council Member	58
Amended Resolution No. 1087 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of A Five-Year Agreement With Allied Services, LLC DBA Republic Services Of Bridgeton To Provide Trash, Recycle, And Yard Waste Collection Services For Single Family Residential Properties And Condominiums In The City Of Creve Coeur For An Estimated Annual Amount Of \$815,321 In The First Year.	
Amended Resolution No. 1087	61
Trash and Recycle Collection Contract (Revised w/council amendments))	62
Staff Report - Trash and Recycle Contract Recommendation 11-7-13	74
HEBTrash and Recycle Contract Recommendation	77
Annual Trash and Recycle Collection Cost Summary.	79
Trash Bid and Service Level Summary	80
Republic Alt #1 Proposal	81

Progressive Alternate Proposal	85
@014-2019 Bid Document 10-17-13	89
Public Meeting Power Point Presentation 5-22-13	137
An Open Plea for Reason - date November 21, 2013.	162
Resolution No. 1091 - A Resolution Approving a Professional Services Agreement Regarding the Monitoring of Compliance with City Ordinance Concerning Public Safety at Intersections Between GATSO USA and the City of Creve Coeur.	
Resolution No. 1091	174
GATSO Agreement	175
Agreement Schedule 1	188
ATS pricing	189
Staff Memo- Photo Enforcement Vendor	194
Bill No. 5460 - An Ordinance Repealing Conditional Use Permit Ordinance No. 5288 And Authorizing The Issuance Of A New Conditional Use Permit For A 2,368 Square-Foot Restaurant Located At 12637 Olive Boulevard Within The West Park Center. First Reading	
Bill No. 5460	198
Applicant's Materials	202
Ordinance No. 5288.	206
Staff Report from December 2, 2012	210
P&Z Chair Letter	211
Excerpts of Nov. 18 P&Z Meeting Minutes	212
Public Hearing Transcripts	214
Bill No. 5461 - An Ordinance Amending The Commercial Designed Development And Site Concept Plan For The CityPlace Campus And Approving A Site Development Plan For A Retail Development On The Property Addressed As 11557, 11569, 11561 And 11563 Olive Boulevard. First Reading	
Bill No. 5461	222
Staff Report	226
Applicant's Materials	237
P&Z Chair Letter	247
Excerpts of Nov. 18 P&Z Meeting Minutes	248
November 4 P&Z Information.	251
November 4th P&Z Minutes Excerpts.	274
November 4th Public Hearing Transcripts	278
August 19th P&Z information	369
August 19 P&Z Minutes Excerpt	392
August 19th Public Hearing Transcripts.	396
Public Comment 1	453
Public Comment 2	454
Bill No. 5462 - An Ordinance Repealing Ordinance Number 5169 And Approving A New Master Sign Plan Pursuant To Section 405.950.J Of The City Of Creve Coeur's Code Of Ordinances For The CityPlace Campus Located Within The "CB" Core Business District. First Reading	

Bill No. 5462	456
Exhibit 1.	458
Staff Report	547
Revised drawings	551
Ordinance No. 5169.	556
Ord. 5169 Exhibit 1	558
P&Z Chair Letter	642
Excerpts of Nov. 18 P&Z Meeting Minutes	643
Nov. 4th P&Z information	645
Excerpts of November 4, 2013 P&Z Meeting Minutes	656
Nov. 4 Public Hearing Transcripts	659
August 19th P&Z information	676
Excerpts of August 19, 2013 P&Z Meeting Minutes.	773
Aug. 19th Public Hearing Transcripts	775
Bill No. 5463 - An Ordinance Authorizing A Change Of Zoning From "GC" General Commercial And R-3 Residential To "PRD" Planned Residential Development And Approving A Site Development Plan For 8.05 Acres Located At 10545 Old Olive Street Road And 1010 King Henry Court. First Reading	
Bill No. 5463	785
Exhibit 1.	793
November 18 P&Z Information	806
P&Z Chair Letter	892
Nov 18 P&Z Minutes Excerpts	893
October 21 P&Z Information	897
Applicant's Materials presented during the Oct. 21 Meeting	922
Oct 21 P&Z Minutes Excerpts.	964
Oct 21 Public Hearing Transcripts	968
Public Comment for November 18	1052
Public Comment from October 21st Meeting	1058
Public Comment from 13-024.	1061
Bill No. 5464 - An Ordinance Revising Chapter 235 Of The Code Of Ordinances Regarding Garbage, Trash And Refuse. First Reading	
Bill No. 5464	1069
Bill No. 5465 - An Ordinance Revising Provisions Of Title III, Traffic Code, Of The Municipal Code Of Ordinances Of The City Of Creve Coeur. First Reading	
Bill No. 5465	1074
Bill No. 5466 - An Ordinance Amending and Restating the Provisions of the Defined Benefit Retirement Plan for Employees of the City of Creve Coeur. First Reading	
Bill No. 5466	1085
Retirement Plan, red-lined	1086
Memo, Restatement of DB Plan, 11-20-13	1137

Resolution No. 1092 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The City Administrator To Provide Notice Of The City Council's Decision To Terminate The 2005 Debt Service Reserve Forward Delivery Agreement Between The City And Bank Of America, Na. And Execute The Termination Agreement.

Resolution No. 1092 1138

Termination Agreement. 1139

Resolution No. 1093 - A Resolution Approving the Fiscal Year 2014 Contribution to the Employee Pension Fund in the Amount of \$1,088,415.

Resolution No. 1093 1141

Memo, FY 14 Pension Contribution. 1142

Ice Arena Update

Memo from staff dated 11 20 13 1143



**AGENDA
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Monday, November 25, 2013
7:30 PM**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

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

ACCEPTANCE OF AGENDA

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

1. CONSENT AGENDA

a. Council Minutes dated November 12, 2013

b. Resolution No. 1089 - A Resolution Authorizing The Execution Of An Agreement Between The City Of Creve Coeur And Delta Dental Of Missouri Renewing The City's Dental Insurance Plan Beginning January 1, 2014 And Ending December 31, 2014.

Summary: The City employee group dental insurance plan will expire on December 31, 2013. Delta Dental has proposed a zero percent rate increase for 12 months.

c. Resolution No. 1090 - A Resolution Authorizing The Execution Of An Agreement With Mutual Of Omaha To Provide Group Life, Accidental Death And Dismemberment, And Long-Term Disability Insurance For City Employees.

Summary: The City's employee life, accidental death and dismemberment, and long-term disability insurance will expire on December 31, 2013. Rates equal to or less than current rates and a 24-month hold have been offered by Mutual of Omaha.



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 25, 2013
7:30 PM

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated November 18, 2013 in the amount of \$615,857.75 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS

2. **Bill No. 5459 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 8th Day Of April, 2014, For The Election Of One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. Final Reading and Passage**

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

3. **Amended Resolution No. 1087 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of A Five-Year Agreement With Allied Services, LLC DBA Republic Services Of Bridgeton To Provide Trash, Recycle, And Yard Waste Collection Services For Single Family Residential Properties And Condominiums In The City Of Creve Coeur For An Estimated Annual Amount Of \$815,321 In The First Year.**

Summary: The City's Horticultural, Environment and Beautification (HEB) Committee has recommended approval of a five - year contract with Republic Services to provide trash and recycle services for single family residential properties and condominiums. The contract provides for curbside trash service with a rear yard option for residents.

NEW BUSINESS

4. **Resolution No. 1091 - A Resolution Approving a Professional Services Agreement Regarding the Monitoring of Compliance with City Ordinance Concerning Public Safety at Intersections Between GATSO USA and the City of Creve Coeur.**



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 25, 2013
7:30 PM

Summary: The current contract with ATS expires December 31, 2013. After a public bidding process City Staff recommends approving GATSO USA as our new vendor for photo enforcement.

5. Bill No. 5460 - An Ordinance Repealing Conditional Use Permit Ordinance No. 5288 And Authorizing The Issuance Of A New Conditional Use Permit For A 2,368 Square-Foot Restaurant Located At 12637 Olive Boulevard Within The West Park Center. First Reading

Summary: An application was submitted by Anitha Koppara of Anis, L.L.C., to amend the prior conditional use permit for a 2,368 square-foot, 48-seat, restaurant at 12637 Olive Boulevard within the West Park Center to include 16 outdoor dining seats. 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. Planning and Zoning Commission recommended approval November 18, 2013.

6. Bill No. 5461 - An Ordinance Amending The Commercial Designed Development And Site Concept Plan For The CityPlace Campus And Approving A Site Development Plan For A Retail Development On The Property Addressed As 11557, 11569, 11561 And 11563 Olive Boulevard. First Reading

Summary: Ordinance #4030, passed on July 10th, 2006, approved a Commercial Designed Development (CDD) for the Cityplace campus. An application was made by Megan Ridgeway, of Arcturis, Inc., on behalf of The Koman Group, to amend the CDD and Site Concept Plan for the Cityplace campus. In accordance with Section 405.1080 of the Zoning Ordinance, the applicant has submitted a site development plan for a retail development on the property addressed as 11557, 11569, 11561 and 11563 Olive Boulevard. Planning and Zoning Commission recommended approval November 18, 2013.

7. Bill No. 5462 - An Ordinance Repealing Ordinance Number 5169 And Approving A New Master Sign Plan Pursuant To Section 405.950.J Of The City Of Creve Coeur’s Code Of Ordinances For The CityPlace Campus Located Within The “CB” Core Business District. First Reading



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 25, 2013
7:30 PM

Summary: An application was submitted by the Koman Group for an amendment to the previously approved Master Signage Plan for the CityPlace Development, pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances, to include new building signage. The boundaries of the Master Signage Plan will be for CityPlace Development including all existing and proposed signage as demonstrated in Exhibit 1. Planning and Zoning Commission recommended approval November 18, 2013.

8. Bill No. 5463 - An Ordinance Authorizing A Change Of Zoning From "GC" General Commercial And R-3 Residential To "PRD" Planned Residential Development And Approving A Site Development Plan For 8.05 Acres Located At 10545 Old Olive Street Road And 1010 King Henry Court. First Reading

Summary: Mr. Brad Goss, of Smith Amundsen, L.L.C., representing Terra West, L.L.C., has submitted an application to amend the Official Zoning Map of the City of Creve Coeur to change the zoning on the 2.4 acres located at 10545 Old Olive Street Road, zoned "GC" General Commercial and the 5.65 acres located at 1010 King Henry Court, zoned St. Louis County "R-3," to "PRD" Planned Residential Development. In accordance with Sections 405.390 and 405.1080 of the Zoning Ordinance, the applicant has submitted a site development plan for the subject property to the Department of Community Development. The "PRD" Planned Residential Development district is a Planned Zoning District that will allow an unique residential and small, service-commercial development subject to certain criteria in Section 405.390, Planned Zoning Districts, of the Zoning Code. Planning and Zoning Commission recommended approval November 18, 2013. Subject to final approval of traffic study and upgrades to the landscaping plans.

9. Bill No. 5464 - An Ordinance Revising Chapter 235 Of The Code Of Ordinances Regarding Garbage, Trash And Refuse. First Reading

Summary: In the event that Resolution 1087 (Trash Collection Contract with Republic Waste) is approved, Chapter 235 of the Municipal Code will require revisions. The attached ordinance reflects the necessary revisions to accommodate the terms of the new contract.



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 25, 2013
7:30 PM

10. Bill No. 5465 - An Ordinance Revising Provisions Of Title III, Traffic Code, Of The Municipal Code Of Ordinances Of The City Of Creve Coeur. First Reading

Summary: Revisions regarding photo traffic enforcement program to address recent court decisions.

11. Bill No. 5466 - An Ordinance Amending and Restating the Provisions of the Defined Benefit Retirement Plan for Employees of the City of Creve Coeur. First Reading

Summary: Several minor changes are required to retain compliance with IRS regulations.

12. Resolution No. 1092 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing The City Administrator To Provide Notice Of The City Council's Decision To Terminate The 2005 Debt Service Reserve Forward Delivery Agreement Between The City And Bank Of America, Na. And Execute The Termination Agreement.

Summary: In connection with the retirement of the Millennium Park Bonds, the City needs to terminate the reserve fund agreement with Bank of America. The termination fee payable by the Bank to the City is currently estimated at \$80,000, but will vary subject to market conditions between now and termination of the agreement on January 2, 2014. The proposed resolution authorizes the City Administrator to approve the final amount.

13. Resolution No. 1093 - A Resolution Approving the Fiscal Year 2014 Contribution to the Employee Pension Fund in the Amount of \$1,088,415.

Summary: Approval of the annual contribution to the employee pension fund.

APPOINTMENTS

14. Citizen of the Year 2014

Summary: Nominating Committee met on Monday, November 18, 2013

BUSINESS FROM THE MAYOR and CITY COUNCIL



CITY OF CREVE COEUR – AGENDA
CITY COUNCIL MEETING
Monday, November 25, 2013
7:30 PM

BUSINESS FROM CITY ADMINISTRATOR

15. Ice Arena Update

Summary: Staff will provide an update of the emergency repairs resulting from a glycol leak.

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

Posted: _____ posted 11/21/2013
Deborah Ryan, MPCC
City Clerk



**MINUTES
CITY OF CREVE COEUR
CITY COUNCIL MEETING
300 N NEW BALLAS ROAD
Tuesday, November 12, 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 Tuesday, November 12, 2013.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance

INVOCATION

Mayor Glantz gave the invocation.

ROLL CALL

Mayor Glantz	Mayor
Mr. Kreuter	Council Member Ward I
Ms. Kramer	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
Mrs. Rhoades	Council Member Ward IV
Mr. Saunders	Council Member Ward IV

COMMENTS FROM THE GENERAL PUBLIC

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

Robert Kent resident of 13084 Fern Trails Lane announced he plans to run for Ward IV Council Member in April 2014.

Scott Simon resident of 704 Country Manor Lane stated he believes the city committed a First Amendment Right violation against David Caldwell at the November 7, 2013 coffee with the Mayor event.

Al Heinermann representative of IESI/Progressive thanked Council Members for a good and thorough process for the trash contract selection. Mr. Heinermann stated his company will participate in the next RFP process and is available to help the city in any way.

ACCEPTANCE OF AGENDA

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

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



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

Council Member Wang – Aye
Council Member Rhoades – Aye
Council Member Saunders – Aye
Council Member Hoffman – Aye
Council Member Lawrence – Aye
Council Member Wang – Aye

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

ANNOUNCEMENTS

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

6:00 p.m. – 7:00 p.m. – Work Session

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

However, the regularly scheduled meeting for Monday, November 25, 2013 will begin at 7:30 p.m. due to an extended joint work session with the Historic Preservation Committee.

1. CONSENT AGENDA

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

a. Council Minutes dated October 28, 2013

Mayor Glantz called to question to approve the consent agenda as presented, with the vote upon the 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
Council Member Rhoades – Aye

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

BILLS PAYABLE REPORT

For Information Only

Summary: A report of bills payable dated November 7, 2013 in the amount of \$160,405.20 has been provided for Council review. No vote is required.

UNFINISHED BUSINESS



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

2. Bill No. 5458 - An Ordinance Amending Section 405.120, Definition Of Terms, Of The Creve Coeur Zoning Ordinance To Clarify The Included Floor Area In The Definition Of Floor Area Ratio. Final Reading and Passage

City Clerk read Bill No. 5458 for the final time.

Council Member Wang moved, seconded by Council Member Hoffman to approve Bill No. 5458, with the vote upon the motion being as follows, to-wit:

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

The vote on the motion being 8 ayes and 0 nays, motion carried. Bill No. 5458 becomes Ordinance No. 5341.

NEW BUSINESS

3. Bill No. 5459 - An Ordinance For The Holding Of A General Election In The City Of Creve Coeur, Missouri On The 8th Day Of April, 2014, For The Election Of One Council Member From The First Ward For A Full Two-Year Term, One Council Member From The Second Ward For A Full Two-Year Term, One Council Member From The Third Ward For A Full Two-Year Term, And One Council Member From The Fourth Ward For A Full Two-Year Term, For The Conduct Of Said Election By The Board Of Election Commissioners Of St. Louis County, Missouri, And For Other Matters Relating And Pertaining To Such Election. First Reading

City Clerk read Bill No. 5459 for the first time.

4. Resolution No. 1087 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri Authorizing Execution Of A Five-Year Agreement With Allied Services, LLC DBA Republic Services Of Bridgeton To Provide Trash, Recycle, And Yard Waste Collection Services For Single Family Residential Properties And Condominiums In The City Of Creve Coeur For An Estimated Annual Amount Of \$815,321 In The First Year.

City Clerk read Resolution No. 1087.



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

Council Member Hoffman moved, seconded by Council Member Lawrence to approve Resolution No. 1087.

Jim Heines stated there have been a number of discussions on the trash contract, research, public meetings, committee meetings and public input via surveys. At a work session on September 23, 2013 the staff conducted final internal review of the bid document and three days later the bid was available to the public for the vendors to begin looking at the RFP and preparing their bids. Bids were opened on October 17, 2013 and five vendors responded. Two responded with no bid, two bids were placed on the base bid specifications and four alternate proposals from Republic, Meridian and Progressive. Over the next few days, staff evaluated the bids and created a bid tab and reports for the committees. The HEB subcommittee received the information the same day as the Council on October 23, 2013. Staff met with the subcommittee on Tuesday, October 29, 2013 to review their recommendation to go with Republic. The HEB committee met on Wednesday, October 30, 2014 and discussed and reviewed again the bids and agreed on the recommendation of the subcommittee. The disabled aspects of the program were discussed at length at the September 23, 2014 meeting and Council approved what was listed in the bid document.. The proposal from Republic would allow permanently disabled residents to receive rear yard upgrade at no cost and to qualify the residents would need to supply a letter from the social security office indicating that they are permanently disabled. This does not address temporary disabilities.

Tony Lamantia representative of Republic Services of 12976 St. Charles Rock Road stated typically, disabled status is verified through documentation provided through the social security office. The concern with extending benefits to the temporarily disabled is that non-disabled persons will abuse the system. The bid was for curbside service and the company will purchase trucks to service the city that are specifically used for curbside service. Trucks that are used for rear yard service are a different type of vehicle. The number of residents signed up for the services is going to determine the number of trucks that will be purchased for each service.

Council Member Lawrence asked since the company is currently using small trucks now; why not keep them for the temporarily disabled?

Tony Lamantia stated it is not good business sense to keep trucks idle in the anticipation that they will be used. The proposal is for rear yard service to be provided to the permanently disabled at no charge and the problem is with qualifying temporarily disabled and having the equipment to do so since the number will always be changing.

Council Member Hoffman stated he is confused with the contract as it indicates notification from the State of Missouri regarding the disability and the discussion here today is a letter from the Social Security Office which are two different entities. Council Member Hoffman stated it is difficult to get letters from the State of Missouri and the social security office. When HEB discussed this, Council was under the impression that the city was going to take care of the disabled, whether permanent or temporary. Council Members have received many e-mails from elder residents wondering what is going to happen to the service. This is a major thing and he doesn't feel this has adequately been addressed.



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

Council Member D'Alfonso asked how does the company currently handle service to the disabled?

Tony Lamantia stated currently everything is picked up rear yard.

Council Member D'Alfonso asked, including recycling?

Tony Lamantia stated correct.

Council Member D'Alfonso asked whether the new contract is doing anything differently than what is currently being done, except that Republic doesn't want to address rear yard service for the temporarily disabled into the contract?

Tony Lamantia stated correct as the company would rather work on a case by case basis instead of having it part of the contract.

Council Member Hoffman asked about the elderly that can't get out during bad winter weather as some don't have the money to pay for the service?

Council Member Lawrence stated on page 119 of the contract it discusses condo dumpster maintenance and asked if periodic cleaning is included.

Tony Lamantia stated no, cleaning services are not available. If the dumpster needs repair for a hole or something similar then Republic will take care of repairs.

Council Member Hoffman asked what the bid specifications were on the bid request for disability?

Jim Heines stated page S4 of the bid document, subsection 2d, reads as follows:

d. Disabled Residents Pickup (Service provided to all who qualify) – Due to the City of Creve Coeur determining that basic service is to be curbside pick-up, the Contractor shall nonetheless provide rear yard collection service to physically disabled residents at no additional charge to City or such residents. Such residential disposal service shall be provided at the rear as defined above when the recipients of the service are not capable of placing containers at the curbside or street right-of-way because of physical disability. The Disabled Pickup service/collections will be considered incidental to the contract. Bidders are to provide reasonable procedures for residents to apply for and qualify for this special service. Contractor shall work with the city to create the necessary application forms. The Contractor shall be responsible to verify that a disabled discount recipient is a resident and there are no non-qualifying adult occupants. Contractor's procedures should include:

i. **Qualifications for Eligibility** – Resident submits a doctor's letter verifying the level of their disability. Confidentiality of medical information shall be preserved as required by law. Resident shall also certify that no other member of the household is capable of getting their trash and/or recycle containers to the curb.

ii. **Enrollment Period** – Residents can enroll for this service at any time throughout the year (unlimited enrollment period) for duration of disability. Contractor may verify eligibility annually in its discretion.



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

iii. **Audit and Disputes** – The City will be able to audit compliance with this aspect of the program at any time. The City will make final decision on eligibility in the event of a dispute.

Council Member Kramer stated, for the record, she received an in-kind donation from Allied Waste for her election campaign.

Susan Baseley, Fran Cantor, Margie Richards and James Graham were present on behalf of the HEB Committee and Ms. Baseley read a statement into the record. (Exhibit A)

Council Member Rhoades stated the topic of disability and qualifying is obviously a priority and asked if the HEB had an opportunity to discuss this issue?

Fran Cantor stated the committee was comfortable with the information in the bid document.

Robert Kent 13084 Fern Trails Lane stated after looking at the big picture he feels that the Council should pass Resolution No. 1087. Mr. Kent stated after some research he feels that the number of truly disabled persons in the city is going to be much lower than anticipated. Mr. Kent stated because in bid document it indicates that the hauler owns the hauling, recycling and the dump it might be wise to have Mr. Lumley draft an addendum that clearly spells out how the recycling reward is going to be calculated and remitted back to the city specifically. Mr. Kent stated he would also like to see the actual number of trash dumpsters as the trucks have counters and would be helpful to know in the future. Mr. Kent stated as far as the totter ownership, that is \$525,000 over the five year contract. The life of the totters is ten years, so after the contract expires in 2019 city will need to make sure Republic's bid gives back \$1.74 per house, per month because that is their five year advantage since they will still have totters that have five more years worth of use.

David Caldwell resident of 257 Brooktrail Court read and presented a statement for the record. (Exhibit B)

Pat Caldwell resident of 257 Brooktrail Court stated in 2010, 3,395 residents said that no trash fee was important. Important enough for them to vote to increase their sales tax. The sales taxes that they pay when they visit any business in Creve Coeur. Those 3, 395 residents who voted to increase the sale taxes rather than pay an out of pocket fee for the trash collection is more than ten times the number of people who responded in the resident survey that rear yard trash collection was not important to them. These residents did not answer a telephone survey; they made the trip to the polls and voted. Council is going through all sorts of contortions to change the answer that has already been asked and answered by the voters. The voters do not want to pay trash fees. As elected officials, you have the responsibility, the honor and the duty to honor these wishes. Mrs. Caldwell stated she is not disabled and would not qualify for a disabled sticker but her physician has told her not to push or lift heavy things due to osteoporosis.

Scott Simon resident of 704 Country Manor Lane stated the survey that keeps getting referenced is flawed statistically. Mr. Simon stated Republic has spoken in code about wanting to work with the city and to Mr. Simon it indicates that they are not prepared to begin the contract and don't have the answers to the questions.

Gary Ratkin resident of 12217 Kingshill stated he is in favor of the Council passing the Resolution as presented.



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

Martin Jaffee resident of 12173 Winrock stated the city has done a good job on informing people in favor of curbside pickup; however the city needs to take care of the seniors and the disabled residents.

Lynn Berry resident of 626 Graeser Road read and presented a statement for the record. (Exhibit C)

Council Member Hoffman moved, seconded by Council Member Lawrence to amend Resolution No. 1087 as follows:

Those residents physically unable to make use of curbside pickup, with no other person able to perform curbside pickup, will receive rear yard collection of trash and recyclables, free of charge, for the duration of such disability. Residents seeking such free service shall submit application in the required form developed by the Department of Public Works and obtain approval of the Director of Public Works or their designee. Residents receiving such free service shall notify the Department of Public Works and cease using such free service if they subsequently become able to use curb side pickup. Submittal of false application and or failure to provide notice as required herein shall constitute an ordinance violation and an offence subject to penalties as provided in Sections 100.090 - 100.110 of this Code.

Susan Baseley agrees with Council Member Hoffman's proposed amendment.

Mel Klearman resident of 739 Bergerac Drive stated Republic has provided efficient and good service to the city and looks forward to their continued service.

Council Member D'Alfonso asked if the Public Works Director accepts the proposed amendment?

Jim Heines stated he understands the concerns of taking care of those residents with physical limitations and looking into assisting the elderly. Mr. Heines stated neighboring municipalities don't even address the elderly or the physically limited. If residents want the service, they pay for it.

Council Member Hoffman stated we need to protect those very few in the city that are unable.

Council Member Kramer asked for the residents that are currently doing rear yard recycling, how the city found out about them?

Jim Heines stated those residents called the city.

Council Member Hoffman stated physicians now charge to fill out forms.

Mark Perkins asked where the proposed amendment will be located?

Carl Lumley stated it would need to replace language on page 88 of Alternative Bid 1 and corresponding bid language.

Mayor Glantz asked how many residents are currently receiving rear yard recycle pick up?

Jim Heines stated approximately 20 from what he understands.

Tony Lamantia stated Republic is fine with the proposed amendment.

Mayor Glantz called the question to approve the proposed amendment for Resolution No. 1087, with the vote upon the motion being as follows, to-wit:



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

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

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

Council Member Lawrence stated she would like to defer the final vote on this Resolution for two weeks.

Council Member D'Alfonso stated we are not proposing to stop rear yard service.

Council Member Saunders asked what will change in two weeks?

Council Member Lawrence stated she would like more time as she was unclear last week what proposal the city was considering.

Council Member Kreuter stated he wouldn't mind the delay but stated it won't have any effect on the statements of his constituents.

Council Member Rhoades stated she appreciates the importance of the rear yard service has been to a lot of residents and doesn't feel insensitive to the situation. However, on the flipside, residents will gain a nice totter. There will be significant cost savings to the city and that is something to really look at.

Council Member Kramer stated she is in favor of deferring for two weeks. Council Member Kramer stated she lives on a smaller street where rear yard is utilized by every resident.

Council Member Hoffman moved, seconded by Council Member Lawrence to table Resolution No. 1087 until November 25, 2013.

Council Member D'Alfonso stated she doesn't mind tabling this issue for two weeks but wanted to remind everyone of the two public forums, Townhall meetings and work sessions on this issue. All e-mails have been answered and the residents have requested to do this. The amount of the savings to the city continues to rise. There have been articles in the newsletters and she is not sure how two weeks is going to make a difference.

Council Member Rhoades asked if all Council Members can be present at the meeting in two weeks.

Mark Perkins stated he would like for Council to take the time they need to make this decision. An exhaustive effort has been made to get this information out to the public.

Council Member Rhoades stated she supports beginning budget discussions in the form of work session on tax relief for the citizens if this is approved.

Council Member Kreuter stated his constituents want the service and don't care about the tax savings.



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

Mayor Glantz called the question to defer amended Resolution No. 1087 until November 25, 2013, with the vote upon the motion being as follows, to-wit:

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

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

5. Resolution No. 1088 - A Resolution Of The City Council Of The City Of Creve Coeur, Missouri, Amending The Streetlight Policy Of The City As Set Forth In Resolution No. 439 And Approving Installation Of Streetlights In The Fairways Subdivision.

City Clerk read Resolution No. 1088.

Council Member Hoffman moved, seconded by Council Member Wang to approve Resolution No. 1088, with the vote upon the motion being as follows, to-wit:

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

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

BUSINESS FROM THE MAYOR and CITY COUNCIL

6. Tree Preservation

Council Member Kreuter stated he had a resident contact him about having the city enact an ordinance that makes it harder for people to clear large trees on residential property.

Council Member Lawrence asked if this was for tear down and rebuilds.

Council Member Kreuter stated we could definitely limit it to that and in most practical cases that is when it would happen.



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

Council Member Hoffman stated at one time he had one of the tallest trees in the city on his property and it had to come down and would rather not have an ordinance that dictates if he can cut down his own trees.

Mark Perkins stated the example on Graeser was concerning and he understands the concerns of the residents. If this became a continual problem with tear downs then it would be something that would need to be addressed. There hasn't been a big issue with the clear cutting of property. Builders are making efforts to preserve trees on property because they have value.

Council Member Saunders stated if the city created an ordinance, a person seeking permits for tear down and rebuilding could just clear cut the property to sell it.

Mayor Glantz stated he would rather not have legislation that would be overly heavy handed to personal real estate.

Marjorie Jaffee stated there are several other cities in the area that have addressed this issue and would like to see Creve Coeur address this problem.

Council Member Rhoades stated we currently have a tree preservation section in the subdivision ordinance and the city is a proud member of the Tree City program.

Paul Langdon stated administering a tree ordinance is problematic, at best. It isn't a question of will it encourage bad behavior, it will.

Lynn Berry stated it was really sad to see 100 year old trees ripped out of the ground as they lay in front of that house for weeks. Now the shell of the house is still sitting there half demolished and has been for a few months.

David Caldwell asked if there would be something in the subdivision indentures.

Council Member Lawrence asked if guidelines would be helpful.

Paul Langdon stated guidelines will influence behavior but won't stop it. Even if we had fines once a tree is cut, it's gone and there isn't any fine that will bring it back.

Mark Perkins stated it is important to know that when plans come in, staff encourages developers to preserve any trees.

Council was satisfied with the discussion.

BUSINESS FROM CITY ADMINISTRATOR

7. Food Truck Legislation Update

Mark Perkins stated staff is planning to proceed with legislation and will begin with Planning and Zoning Commission at their December 16, 2013 meeting and then onto Council from there.

Council Member D'Alfonso asked if ice cream trucks would be under this legislation.



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

Paul Langdon stated they would fall under this new legislation.

Mel Klearman asked what impact food trucks will have on local restaurants and where will taxes go.

Mark Perkins stated the food trucks that apply for permits must be registered and submit sales tax.

8. First Quarter FY 2014 Financial Analyses

Mark Perkins stated license and permits in the building department have increased and expenditures for personnel are down due so some recent retirements in the Police Department. Mark Perkins stated for the Enterprise fund the revenues are up due to good weather and new marketing strategies implemented by our Parks Director. Ice Arena revenues are down currently due to a glycol leak and will be down until at least Friday and possibly longer.

Robert Kent stated kudos to Kirsten Barnes on her efforts and management. With regard to the Capital Fund and the large anticipated cost of the unexpected dam repair, Mr. Kent stated he is uncertain why administration hasn't requested the City Attorney to pursue the title search to determine if the commercial properties should contribute to the repairs.

Mark Perkins stated he has asked the city attorney to do title searches.

9. December Meeting Schedule

Mark Perkins stated Council typically cancels the second meeting in December.

Mayor Glantz stated he will be out of town for the first meeting in December.

Council Member Hoffman moved, seconded by Council Member Saunders to cancel the second Council meeting in December, with the vote upon the 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
Council Member Rhoades – Aye

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

10. Executive Session

Council Member Saunders moved, seconded by Council Member Hoffman to go into Executive Session to discuss attorney – client matters at 9:32 p.m., with the vote upon such motion being as follows, to-wit:



MINUTES
CITY COUNCIL MEETING
Tuesday, November 12, 2013
7:30 PM

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

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

Council Member Hoffman moved, seconded by Council Member Saunders to adjourn Executive Session at 9:52 p.m., with the vote upon such motion being as follows, to-wit:

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

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

Council Member Saunders moved, seconded by Council Member D'Alfonso to adjourn at 9:54 p.m., with the vote upon such motion being as follows, to-wit:

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

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

Submitted by:

Deborah Ryan
City Clerk

Barry Glantz
Mayor

RESOLUTION NO. 1089

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CREVE COEUR AND DELTA DENTAL OF MISSOURI RENEWING THE CITY'S DENTAL INSURANCE PLAN BEGINNING JANUARY 1, 2014 AND ENDING DECEMBER 31, 2014.

WHEREAS, the City's employee dental insurance plan will expire on December 31, 2013; and

WHEREAS, industry trend rate increases for dental insurance are approximately 5% to 6% year; and

WHEREAS, the City was presented with a 0% rate increase from its current carrier, Delta Dental of Missouri, for the plan year beginning January 1, 2014; and

WHEREAS, the City has marketed its plan in 2010, 2011 and 2013 and has chosen to remain with Delta Dental; and

WHEREAS, the City has had a positive experience with Delta Dental.

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

SECTION 1: It is hereby authorized that an agreement with Delta Dental of Missouri be executed by the City Administrator for dental insurance at the cost set forth below beginning January 1, 2014 for a one-year period, and that the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be consistent with the provisions and intent of this 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.

<u>Cost</u>	<u>Enrolled</u>	<u>Monthly Premium</u>	<u>City Cost</u>	<u>Employee Cost</u>
Employee Only	29	\$44.31	\$29.42	\$14.89
Employee & Family	66	\$118.05	\$72.66	\$45.39
Monthly Total		\$9,076	\$5,649	
Annual Total		\$108,912	\$67,788	

SECTION 2: This resolution shall become effective upon its passage.

Adopted this 25th day of November 2013.

Barry Glantz, Mayor

ATTEST:

Deborah Ryan, City Clerk



INTEROFFICE MEMORANDUM

Date: November 25, 2013

To: Mark Perkins, City Administrator
From: Sharon Stott, Assistant to the City Administrator
Subject: Group Dental Insurance for 2014

Staff recommends that the City renew its employee dental insurance plan with Delta Dental effective for January 1, 2014 with a 0% rate increase. Rates are guaranteed for a 12-month period with no changes to the current plan or benefit levels. No changes are proposed to the cost sharing between employees and the City (see table below). Based on current enrollment, the annual cost to the City under the proposed renewal is projected to be approximately \$68,000.

Background

The City has marketed its dental plan to other carriers in fall 2010, 2011 and 2013. Premiums increased by 12.8% in 2010, 9.9% in 2011, and 2.9% in 2012 with a 24-month rate hold. Employees voted to absorb 100% of the premium rate increases in 2010 and 2011 to avoid any possible provider disruption, and maintain benefit levels and access to the extensive Delta Dental network in which 98% of all Missouri dentists participate. Premium sharing percentage rates have remained the same since.

The average national trend in dental premium increases is 5% to 6%. Delta Dental rates to the City for 2014 were slated to increase by 3%; however, Delta agreed to maintain existing dental rates if the City selected Delta Vision as its vision insurance provider. Delta Vision offers a competitive benefit plan, a large provider network, and a reduction in average annual premium costs for this employee-funded insurance program. Vision insurance is a voluntary benefit offered through the City whereby premiums are paid for 100% by employees, resulting in zero cost to the City. By contracting with Delta for both dental and vision, the City and its employees save approximately \$3,330 in total shared annual dental premium costs.

The following table represents the existing and proposed 2014 dental rates and premium sharing between the employees and the city. Please let me know if I can provide any additional information.

Current & Renewal Rates 2014	
Total Premium (per month per employee)	
Employee Coverage	\$ 44.31
Family Coverage	\$ 118.05
Cost Sharing - Employee % Share of Premium	
Employee Coverage	33.6%
Family Coverage	38.5%
City Cost (per month per employee)	
Employee Coverage	\$ 29.42
Family Coverage	\$ 72.66
City Cost (approx. monthly total)	\$ 5,649
City Cost (approx. annual total)	\$ 67,788

RESOLUTION NO. 1090

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MUTUAL OF OMAHA TO PROVIDE GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG TERM DISABILITY INSURANCE FOR CITY EMPLOYEES.

WHEREAS, Mutual of Omaha provides basic group life, basic accidental death and dismemberment (AD&D), and long-term disability (LTD) insurance; and

WHEREAS, Mutual of Omaha offers fees equal to or less than those currently paid by the City with a different vendor for the same services; and

WHEREAS, Mutual of Omaha offers rates guaranteed for twenty-four (24) months.

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

SECTION 1: It is hereby authorized that an agreement with Mutual of Omaha to provide basic life, AD&D, and LTD insurance for City employees effective January 1, 2014 based on the following rates guaranteed for a period of twenty-four (24) months be executed by the City Administrator and the City Clerk is authorized and directed to attest thereto. 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.

That it is hereby authorized to execute an agreement to contract with Mutual of Omaha to provide:

	<u>Monthly Volume</u>	<u>Proposed Rate</u>	<u>Proposed Annual Premium</u>
Basic Life	\$12,238,100	\$0.17/\$1,000 coverage	\$24,960
Basic AD&D	\$11,998,100	\$0.03/\$1,000 coverage	\$4,360
Long Term Disability	\$503,957	\$0.33/\$100 monthly payroll	<u>\$19,956</u>
Total			\$49,276

SECTION 2: This resolution shall become effective upon its passage.

Adopted this 25th day of November, 2013.

Barry Glantz, Mayor

ATTEST:

Deborah Ryan, City Clerk



INTEROFFICE MEMORANDUM

Date: November 25, 2013

To: Mark Perkins, City Administrator
From: Sharon Stott, Assistant to the City Administrator
Subject: Life, Accidental Death & Disability, and Long Term Disability Insurance

The City provides basic group life, accidental death & disability (AD&D), and long-term disability (LTD) insurance to all full-time employees. Staff recommends contracting with Mutual of Omaha for Life, AD&D and LTD insurance for rates guaranteed for 24-months for an approximate annual cost to the City of \$49,300.

Background

The City solicited proposals for all of these lines of coverage from eight carriers for the 2014 plan year. However, only two vendors presented competitive bids: the City's current provider, Lincoln Financial Group, and Mutual of Omaha.

Lincoln Financial proposed a hold on the current rate fees for a 24-month rate guarantee. Mutual of Omaha matched Lincoln's current/proposed rates for Life and AD&D; however LTD rates were \$0.03 less/per \$100 monthly payroll resulting in an approximate annual savings to the City of \$1,800.

The following table shows the approximate rate fees to the City to contract with Mutual of Omaha:

Insurance Type	Volume	LINCOLN FINANCIAL		MUTUAL OF OMAHA	
		Current & 2014 Rate	2014 Annual Premium	2014 Rate	2014 Annual Premium
Basic Life	\$12,238,100	\$0.17/\$1,000 coverage	\$24,960	\$0.17/\$1,000 coverage	\$24,960
Basis AD&D	\$11,998,100	\$0.03/\$1,000 coverage	\$4,360	\$0.03/\$1,000 coverage	\$4,360
Long-Term Disability	\$503,957	\$0.36/\$100 monthly payroll	\$21,768	\$0.33/\$100 monthly payroll	\$19,956
TOTAL ANNUAL			\$51,088		\$49,276

Attachments:

1. Resolution to contract with Mutual of Omaha for Life/AD&D and LTD
2. Appendix 1 – Life Analysis and Long Term Disability Analysis

CITY OF CREVE COEUR

LIFE ANALYSIS

Renewal Date: January 1, 2014

FEATURES:	LINCOLN FINANCIAL GROUP Current & Renewal	MUTUAL OF OMAHA
BENEFIT:		
Class One: Council Members <i>No AD&D</i>	Flat \$30,000	Flat \$30,000
Class Two: All Others <i>Matching AD&D</i>	2x Salary to \$250,000 Maximum	2x Salary to \$250,000 Maximum
Conversion Privilege:	Included	Included
Waiver of Premium:	Included <i>Class Two Only</i>	Included <i>Class Two Only</i>
Reduction Schedule:	Included <i>Class Two Only</i>	Included <i>Class Two Only</i>
Accelerated Death Benefit:	Included	Included
Rate Guarantee:	24 Months	24 Months
Life Monthly Volume:	\$12,238,100	\$12,238,100
AD&D Monthly Volume:	\$11,998,100	\$11,998,100
Life Rate per \$1,000:	\$0.170	\$0.170
AD&D Rate per \$1000:	\$0.030	\$0.030
Total Monthly Premium:	\$2,440	\$2,440
Percentage Difference:	0%	0%

The above outline is for illustration purposes only. It is not intended to provide specific definitions of the plan's coverage or

CITY OF CREVE COEUR
LONG TERM DISABILITY ANALYSIS
Renewal Date: January 1, 2014

FEATURES:	LINCOLN FINANCIAL GROUP Current & Renewal	MUTUAL OF OMAHA
Monthly Benefit:	60% of Salary to \$5,000 Maximum	60% of Salary to \$5,000 Maximum
Elimination Period:	90 Days	90 Days
Benefit Period:	RBD w/ SSNRA	RBD w/ SSNRA
Definition of Disability:	2 Year Own Occupation	2 Year Own Occupation
Zero Day Residual:	Included	Included
Survivor Benefit:	3 Months	3 Months
Social Security Integration:	Full Family	Full Family
Mental & Nervous:	2 Year Limitation	2 Year Limitation
Special Conditions:	No Limitation	No Limitation
Waiver of Premium:	Included	Included
Pre-Existing Conditions:	3/12/12	3/3/12
Rate Guarantee:	24 Months	24 Months
Monthly Covered Payroll:	\$503,957	\$503,957
Quote Rate Per Hundred:	\$0.36	\$0.36
Total Monthly Premium (95):	\$1,814	\$1,814
Percentage Difference:	0%	-8%

The above outline is for illustration purposes only. It is not intended to provide specific definitions of the plan's coverage or to determine if specific claims are eligible for payment.



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

DATE: November 18, 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 November 18, 2013 in the amount of \$615,857.75.



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

NO DEPT - NO DIV

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00344		1002166360	30-Oct-13	BRIDGESTONE GOLF, INC.	GOLF BALLS FOR RESALE	06-00-00-1625	191.25
00084		3808110712	31-Oct-13	COCA-COLA	VENDING SODA-SHOP	01-00-00-4739	241.70
00080		11082013	08-Nov-13	DIERBERGS	PRISONER MEALS	01-00-00-2410	15.52
01323		039999100	01-Nov-13	INDOX SERVICES	COPIES	01-00-00-4722	107.33
00217		954649736	29-Oct-13	NIKE USA INC	GOLF BALLS FOR RESALE	06-00-00-1625	82.50
00092		53697	07-Nov-13	ST LOUIS COUNTY	ST LOUIS CTY MUNI HOUSING FEES	01-00-00-2410	510.00
00119		2106229	21-Oct-13	TITLEIST	HATS FOR RESALE	06-00-00-1628	444.00
Sum of Invoices							1,592.30



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

LEGISLATIVE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00019	P001738	96032	04-Nov-13	CURTIS, HEINZ, GARRETT & O'KEEFE	LEGAL FEES-CITY ATTY OCT 2013	01-11-12-6201	18,442.50
00373		111513	15-Nov-13	EAST WEST GATEWAY COUNCIL OF GOVERNMENT	LUNCHEON HELD 11/15/13	01-11-12-6264	360.00
Sum of Invoices							18,802.50



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

Administration

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00053		105035	01-Nov-13	MERCY CORPORATE HEALTH	PREPLACEMENT PHYSICAL	01-12-11-6271	95.00
01262	P001695	29256	05-Nov-13	SPECIALTY MAILING	NEWSLETTER HANDLING NOV 2013	01-12-11-6203	225.15
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-12-11-6253	<u>51.92</u>
						Sum of Invoices	372.07



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

IT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01169		3214613561	09-Nov-13	STAPLES ADVANTAGE	IMAGING DRUM-SGT OFFICE	01-12-51-6213	162.76
						Sum of Invoices	162.76



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

FINANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00145	P001722	52404	31-Oct-13	HOCHSCHILD, BLOOM & COMPANY LLP	FY 13 AUDIT SERVICES	01-13-11-6209	19,500.00
01765		39134	07-Nov-13	MISSOURI DEPARTMENT OF REVENUE	SALES TAX REPORT-OCT 2013	01-13-11-6202	35.00
00041	P001720	103013	13-Oct-13	MUNI FINANCIAL	SERVICES 8/9/13 - 9/14/13	01-13-11-6202	1,153.75
00077		7162408	12-Nov-13	QUILL	FIRST AID KIT SUPPLIES	01-13-11-7304	29.74
01169		3214613560	09-Nov-13	STAPLES ADVANTAGE	HEATER FOR RECEPTION DESK	01-13-11-7304	25.71
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-13-11-6253	51.92
Sum of Invoices							20,796.12



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

MUNICIPAL COURT

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00779	P001725	INV00013450	31-Aug-13	AMERICAN TRAFFIC SOLUTIONS, INC.	CAMERA FEES-AUGUST 2013	01-13-14-6248	51,378.57
						<i>Sum of Invoices</i>	<i>51,378.57</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

INTERDEPARTMENTAL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00014	P001719	215116 11/13	06-Nov-13	CHARTER COMMUNICATIONS	CABLE TV SERVICE AT SHOP	01-13-15-6255	71.54
00014	P001719	021512 11/13	06-Nov-13	CHARTER COMMUNICATIONS	CABLE TV SERVICE AT CITY HALL	01-13-15-6255	87.52
00145		51653	29-Oct-13	HOCHSCHILD, BLOOM & COMPANY LLP	SVCS PROVIDED MAY/JUNE 2013	01-13-15-6203	612.50
00166		858165	15-Oct-13	OFFICEMAX	PENS, STAPLES, COUNTER PENS	01-13-15-7312	33.02
00077		7162408	12-Nov-13	QUILL	BATTERIES	01-13-15-7312	10.79
01169		3213854797	02-Nov-13	STAPLES ADVANTAGE	TONERS, LAMINATING POUCHES	01-13-15-7312	592.54
01169		3214613560	09-Nov-13	STAPLES ADVANTAGE	POST-IT NOTES	01-13-15-7312	9.95
01169		3214613561	09-Nov-13	STAPLES ADVANTAGE	TONER-COURT & BLDG	01-13-15-7312	<u>551.31</u>
Sum of Invoices							1,969.17



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

COMMUNITY SERVICES

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00132		1449820-0.	05-Nov-13	BRADBURN'S	ITEMS FOR DISPLAY (NOV-JAN)	01-14-11-7304	18.46
						Sum of Invoices	18.46



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

ICE ARENA

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6723217	05-Nov-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (11/5/13)	06-14-31-7301	0.88
01550		452-6723217	05-Nov-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/5/13)	06-14-31-7308	3.96
01550		452-6749132	12-Nov-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (11/12/13)	06-14-31-7301	0.88
01550		452-6749132	12-Nov-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/12/13)	06-14-31-7307	3.96
00132		1449820-0	05-Nov-13	BRADBURN'S	ITEMS FOR DISPLAY CASE	06-14-31-7304	18.46
00010		936753	12-Nov-13	BRANNEKY HARDWARE	SQUEEGEES, HANDLES	06-14-31-7302	61.96
00197		5390	31-Oct-13	FOSTER MECHANICAL CORP.	HOSE FOR OLYMPIA	06-14-31-6211	15.32
00081		9271815418	17-Oct-13	GRAINGER	TOILET REPAIR PARTS	06-14-31-6212	43.74
00081		9273060179	18-Oct-13	GRAINGER	PLUMBING REPAIR PARTS	06-14-31-6212	25.90
00082		0770752	05-Nov-13	METROLIFT PROPANE	PROPANE FOR OLYMPIA	06-14-31-7307	204.47
01048		9714176700 EF	01-Nov-13	VERIZON WIRELESS	CELL PHONE-OCT 2013	06-14-31-6253	51.92
Sum of Invoices							431.45



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

GOLF MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00129		I974254	07-Nov-13	ART'S LAWN MOWER SHOP	DUST COVER-KUBOTA	06-14-32-6211	11.33
00081		9288154181	06-Nov-13	GRAINGER	TIRE STEMS	06-14-32-6210	5.14
00081		9287114210	05-Nov-13	GRAINGER	TIRE STEM TOOL	06-14-32-6210	5.14
00081		9287114202	05-Nov-13	GRAINGER	HYDRAULIC COUPLERS-CUSHMAN	06-14-32-6211	50.21
00081		9267934710	14-Oct-13	GRAINGER	AIR HOSE	06-14-32-6212	13.36
						<i>Sum of Invoices</i>	<i>85.18</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

PRO SHOP

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01140		55461	10-Nov-13	ARCHWAY BOWLING & TROPHY	CHILI BOWL TOURNAMENT AWARDS	06-14-33-7304	228.00
00249		76656	04-Nov-13	AMERICAN CARNIVAL MART	TOURNAMENT SUPPLIES	06-14-33-7304	87.90
00080		1222-116-5	08-Nov-13	DIERBERGS	GENERAL SUPPLIES	06-14-33-7304	<u>22.01</u>
						<i>Sum of Invoices</i>	<i>337.91</i>



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

SNACK BAR

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6723217	05-Nov-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (11/5/13)	06-14-34-7301	3.58
01550		452-6749132	12-Nov-13	ARAMARK UNIFORM SERVICES	WIPING TOWELS (11/12/13)	06-14-34-7301	3.58
00080		1222-116-5	08-Nov-13	DIERBERGS	FOOD FOR RESALE/CHILI BOWL	06-14-34-8315	97.80
Sum of Invoices							104.96



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

BUILDING MAINTENANCE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00090		2013-3383	07-Oct-13	AMERICAN WATER TREATMENT	QTRLY WATER TREATMENT SVC	01-16-11-6212	494.44
01550		452-6749131	12-Nov-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/12/13)	01-16-11-7308	7.92
01550		452-6697263	29-Oct-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/29/13)	01-16-11-7308	7.92
01550		452-6671310	22-Oct-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/22/13)	01-16-11-7308	7.92
01001		61508	22-Oct-13	BI-STATE REFRIGERATION	REPLACE COMPRESSOR REACHIN FRE	01-16-11-6212	1,146.00
02056	P001781	311299012-223	01-Nov-13	CORVUS JANITORIAL SYSTEMS	CLEANING SERVICE-NOV 2013	01-16-11-6212	2,207.00
00320	P001783	57357	30-Oct-13	GAMMA TREE	REMOVE 2 DEAD TREES AND STUMPS	01-16-11-6212	1,500.00
00039		860376	01-Nov-13	INDUSTRIAL SOAP	PAPER PRODUCTS	01-16-11-6212	62.00
00039		858072	18-Oct-13	INDUSTRIAL SOAP	PAPER PRODUCTS	01-16-11-6212	444.50
00164		038078	11-Nov-13	NEW SYSTEM CARPET & BUILDING CARE	TRASH LINERS/PAPER PRODUCTS	01-16-11-6212	810.80
00116		1656	13-Nov-13	SAM'S CLUB	LOUNGE SUPPLIES	01-16-11-7304	689.18
01352		6261	29-Oct-13	ST LOUIS COMPOSTING, INC.	HAUL DEBRIS FROM CITY HALL	01-16-11-6212	40.00
01352		6250	29-Oct-13	ST LOUIS COMPOSTING, INC.	REMOVE LOGS FROM CITY HALL	01-16-11-6212	40.00
01352		6262	29-Oct-13	ST LOUIS COMPOSTING, INC.	HAUL LOGS FROM CITY HALL	01-16-11-6212	40.00
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-16-11-6253	32.23
00054		02041454	04-Nov-13	WALTER KNOLL FLORIST	ATRIUM FLORAL SVC-DEC 2013	01-16-11-6212	80.00
Sum of Invoices							7,609.91



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

POLICE-ADMIN

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00094		168484	01-Nov-13	FIRESTONE	CAR 2412 3000 MILE SERVICE	01-21-11-6210	22.99
00093		6454	21-Oct-13	SOUTHWEST FAMILY TESTING	PSYCH EVAL FOR OFFCR CANDIDATE	01-21-11-6203	425.00
00093		6455	21-Oct-13	SOUTHWEST FAMILY TESTING	PSYCH EVAL FOR OFFCR CANDIDATE	01-21-11-6203	425.00
00092	P001689	53621	06-Nov-13	ST LOUIS COUNTY	C.A.R.E. CONTRACT-NOV 2013	01-21-11-6202	23.91
01048		9713405307	18-Oct-13	VERIZON WIRELESS	MONTHLY AIR CARD FEES	01-21-11-6253	40.01
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-21-11-6253	84.15
Sum of Invoices							1,021.06



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

POLICE-INVESTIGATIONS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01228		1432814-20131031	31-Oct-13	LEXISNEXIS	3 PHONE SRCH/MONTHLY USER FEES	01-21-21-6202	171.50
00273		T1410014	06-Nov-13	ST LOUIS UNIVERSITY	TOXICOLOGY LABORATORY FEES	01-21-21-6202	75.00
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-21-21-6253	193.38
Sum of Invoices							439.88



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

POLICE-PATROL

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00007		379-600948-01	13-Nov-13	BATTERIES PLUS - 270	(2) MOTOROLA WT BATTERIES	01-21-22-6211	99.98
00007		379-625854	11-Nov-13	BATTERIES PLUS - 270	(48) AA BATTERIES	01-21-22-7302	18.72
00681		18797	14-Nov-13	DATA911	6 MO EXT WARR ON 4 MONITORS	01-21-22-6211	318.00
01031		988427	23-Oct-13	DOC'S HARLEY DAVIDSON	BULB,HEADLAMP CAP FOR MC 2421	01-21-22-6210	13.99
01031		985288	23-Sep-13	DOC'S HARLEY DAVIDSON	CAP ASY,SWITCH,PURSUIT MC 2421	01-21-22-6210	17.30
00234		398229	06-Nov-13	ED. ROEHR SAFETY PRODUCTS	(1) MASTERCOM B SIREN BOX	01-21-22-9503	349.95
00234	P001775	397328	22-Oct-13	ED. ROEHR SAFETY PRODUCTS	TASERS, PPMS, DPMS, HOLSTERS,	01-21-22-9503	7,698.59
00234	P001775	397328	22-Oct-13	ED. ROEHR SAFETY PRODUCTS	AMOUNT OVER PO	01-21-22-9503	527.06
00094		168539	04-Nov-13	FIRESTONE	CAR 2403 FRONT BRAKES, 2 TIRES	01-21-22-6210	702.53
00094		168806	13-Nov-13	FIRESTONE	CAR 2409 3000 MILE SERVICE	01-21-22-6210	22.99
00094		168598	05-Nov-13	FIRESTONE	CAR 2417 3000 MILE SERVICE	01-21-22-6210	22.99
00094		168572	05-Nov-13	FIRESTONE	CAR 2405 3 TIRES, 3000 ML SVS	01-21-22-6210	403.06
00147		405887	31-Oct-13	INTOXIMETERS	PARTS.REPAIR,BATTERY CHARGES	01-21-22-6211	114.00
01313		500-406860	27-Jun-13	OMB GUNS	(100)12GA SUPER SOCK BEAN BAGS	01-21-22-7313	548.00
00266		251479	01-Nov-13	SUNTRUP	CAR 2414 DIAGNOSE TPMS LT FLAS	01-21-22-6210	54.50
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-21-22-6253	361.68
Sum of Invoices							11,273.34



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

PUBLIC WORKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-31-11-6253	187.99
01048		9713244392	13-Oct-13	VERIZON WIRELESS	AIR CARD 10/14 - 11/13/13	01-31-11-6253	40.01
Sum of Invoices							228.00



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00131		9913931455	31-Oct-13	AIRGAS	WELDING GAS/TANKS	01-31-41-7307	53.02
01550		452-6749129	12-Nov-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (11/12/13)	01-31-41-6212	8.91
01550		452-6723214	05-Nov-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (11/5/13)	01-31-41-6212	8.91
01550		452-6697261	29-Oct-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (10/29/13)	01-31-41-6212	8.91
01550		452-6671308	22-Oct-13	ARAMARK UNIFORM SERVICES	MOP RENTAL (10/22/13)	01-31-41-6212	8.91
01550		452-6749129	12-Nov-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/12/13)	01-31-41-7308	39.47
01550		452-6723214	05-Nov-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/5/13)	01-31-41-7308	144.73
01550		452-6697261	29-Oct-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/29/13)	01-31-41-7308	42.25
01550		452-6671308	22-Oct-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/22/13)	01-31-41-7308	42.25
00590		90456	25-Oct-13	AREA WIDE, INC.	REPAIR ICE MACHINE-SHOP KITCHE	01-31-41-6212	196.00
00102		76119	11-Oct-13	BEYERS LUMBER	MATERIAL FOR GUARDRAIL-TEALWD	01-31-41-7305	50.24
00102		761462	16-Oct-13	BEYERS LUMBER	WOOD FOR GUARDRAIL-TEALWOOD S.	01-31-41-7305	100.20
00102		760844	07-Oct-13	BEYERS LUMBER	SIGN STAKES	01-31-41-7311	44.16
01980		644847	05-Nov-13	BLUE CHIP EXTERMINATING	PEST CONTROL SVC-NOV 13	01-31-41-7301	26.00
00712		P16414	01-Nov-13	BOBCAT COMPANY	PARTS FOR BOBCAT	01-31-41-6211	14.92
00010		936153	31-Oct-13	BRANNEKY HARDWARE	PARTS FOR SPREADER #308	01-31-41-6211	6.94
00010		936591	08-Nov-13	BRANNEKY HARDWARE	GATE VALVE FOR WASH BAY	01-31-41-6212	27.99
00010		936646	08-Nov-13	BRANNEKY HARDWARE	SUPPLIES FOR HOLIDAY DECOR	01-31-41-6212	121.44
00010		936524	05-Nov-13	BRANNEKY HARDWARE	SUPPLIES FOR OLIVE HOLIDAY DEC	01-31-41-6212	46.14
00010		936160	31-Oct-13	BRANNEKY HARDWARE	SHOP SUPPLIES	01-31-41-6212	19.83
00010		936646	08-Nov-13	BRANNEKY HARDWARE	KITCHEN SUPPLIES	01-31-41-7304	4.50
00013		1763-217905	28-Oct-13	CARQUEST AUTO PARTS	OIL CAP FOR TRUCK #200	01-31-41-6210	4.39
00013		1763-217815	25-Oct-13	CARQUEST AUTO PARTS	VEHICLE MAINT ITEMS	01-31-41-6210	366.34
00013		1763-217991	29-Oct-13	CARQUEST AUTO PARTS	20-TON PRESS FOR SHOP	01-31-41-6211	474.99
00099		1318704	31-Oct-13	CEEKAY SUPPLY	WELDING GAS/TANKS	01-31-41-7307	64.08
00952		62872	21-Oct-13	CHEMCO INDUSTRIES, INC.	BRAKE CLEANING CHEMICALS	01-31-41-6210	56.98
00235	P001734	06	06-Nov-13	CITY OF CHESTERFIELD	378.41 TONS ROAD SALT	01-31-41-7310	15,851.59
00141		103200	25-Sep-13	ELECTRO BATTERY	BATTERIES FOR LEAF VACS	01-31-41-6211	452.65
00141		100699	26-Jun-13	ELECTRO BATTERY	CREDIT-JUNK BATTERIES	01-31-41-6211	-72.00
00049		36222	13-Nov-13	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 11/10/13	01-31-41-6207	3,255.92



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00049		36202	06-Nov-13	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 11/2/13	01-31-41-6207	3,427.22
00049		36179	30-Oct-13	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 10/27/13	01-31-41-6207	3,520.32
00049		36157	22-Oct-13	EMPLOYEE STAFFING GROUP	TEMP PERSONNEL W/E 10/20/13	01-31-41-6207	2,872.32
01979		D-37675	08-Nov-13	FASTSIGNS OF BRIDGETON	REPLACEMENT SIGN	01-31-41-7311	93.31
00197		5313	30-Oct-13	FOSTER MECHANICAL CORP.	HYDRAULIC LINE PARTS	01-31-41-6211	60.21
00197		5209	28-Oct-13	FOSTER MECHANICAL CORP.	HYDRAULIC LINE PARTS	01-31-41-6211	20.07
00023		364247	07-Nov-13	FRED WEBER	MATERIAL FOR CONCRETE JOINTS	01-31-41-7305	177.00
00023		343306	01-Aug-13	FRED WEBER	ASPHALT FOR CHAMINADE	01-31-41-7305	354.00
00023		364022	14-Jan-13	FRED WEBER	MATERIAL FOR LAMPADAIRE	01-31-41-7305	118.00
00023		362727	29-Oct-13	FRED WEBER	MATERIAL FOR LAMPADAIRE	01-31-41-7305	295.00
00023		362042	25-Oct-13	FRED WEBER	MATERIAL FOR CROSS CREEK	01-31-41-7305	295.00
00023		361399	23-Oct-13	FRED WEBER	MATERIAL FOR CROSS CREEK	01-31-41-7305	295.00
00023		360764	21-Oct-13	FRED WEBER	MATERIAL FOR CROSS CREEK	01-31-41-7305	413.00
00023		360058	18-Oct-13	FRED WEBER	ROCK FOR SHOP	01-31-41-7305	263.56
00128		S3304498.001	24-Oct-13	FROST ELECTRIC	PARTS TO BRING POWER TO BACK L	01-31-41-6212	77.59
00128		S3301786.001	16-Oct-13	FROST ELECTRIC	LIGHTING PARTS FOR BACK LOT	01-31-41-6212	46.26
00128		S3301691.001	16-Oct-13	FROST ELECTRIC	CONDUIT FOR BACK LOT AT SHOP	01-31-41-6212	72.41
00128		S3301296.001	15-Oct-13	FROST ELECTRIC	ELECTRICAL SUPPLIES FOR BACK L	01-31-41-6212	288.35
00128		S3301667.001	16-Oct-13	FROST ELECTRIC	ELECTRICAL SUPPLIES FOR BACK L	01-31-41-6212	431.37
00128		S3302689.001	18-Oct-13	FROST ELECTRIC	BALLARD LIGHTS OVER I270	01-31-41-6251	31.47
00117		3142216	18-Oct-13	HOME DEPOT	BALLARD LIGHTS OVER I270	01-31-41-6251	107.96
01636		0347-000161443	31-Oct-13	JOHNNY ON THE SPOT	RENTAL UNITS	01-31-41-6266	163.00
00789		432868	30-Oct-13	K&K SUPPLY	BLADE SHARPENING FOR CHIPPER	01-31-41-6211	160.00
00789		432830	30-Oct-13	K&K SUPPLY	CONCRETE TOOLS	01-31-41-6211	66.60
00789		432022	24-Oct-13	K&K SUPPLY	TUBE MOUNT FOR CHIPPER	01-31-41-6211	155.06
00789		432830	30-Oct-13	K&K SUPPLY	BRACKET FOR CHIPPER #605	01-31-41-7302	17.00
00789		432499	28-Oct-13	K&K SUPPLY	ORANGE SAFETY TAPE	01-31-41-7308	172.80
01134		3263145	08-Nov-13	KIMBALL MIDWEST	FLAT WASHERS FOR STOCK	01-31-41-7302	78.66
00156		57878	31-Oct-13	L & C TRUCK REPAIR, INC.	REPAIRS TO TRUCK #508	01-31-41-6210	261.85
00156		57745	21-Oct-13	L & C TRUCK REPAIR, INC.	REPAIR TO BUCKET TRUCK	01-31-41-6210	184.00
00156		57702	17-Oct-13	L & C TRUCK REPAIR, INC.	BRAKE REPAIR-TRUCK 305	01-31-41-6210	783.66



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

STREETS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00040		53657	31-Oct-13	MILBRADT	BLOWER HOLDER FOR CHIPPER #605	01-31-41-6211	63.13
00411		104391	24-Oct-13	N.B. WEST CONTRACTING CO.	COLD MIX FOR POTHOLE REPAIR	01-31-41-7305	121.80
00165		TI-0268102	01-Nov-13	NEWMAN TRAFFIC SIGNS	STREET SIGNS	01-31-41-7311	309.00
00818		519547	21-Oct-13	NU WAY CONCRETE FORMS	WORK GLOVES FOR LEAF PICKUP	01-31-41-7308	14.20
00045		4423170571521	05-Nov-13	OFFICE DEPOT	CORDLESS PHONE FOR SHOP	01-31-41-6253	29.99
00865	P001726	238936	01-Nov-13	OUTDOOR SOLUTIONS	GROUNDS MAINT I270-OCT 2013	01-31-41-6212	840.00
00110		316317	31-Oct-13	RICMAR INDUSTRIES	CURB PAINT	01-31-41-7305	265.00
01352		6287	30-Oct-13	ST LOUIS COMPOSTING, INC.	HAUL LOGS/DEBRIS FROM SHOP	01-31-41-6212	80.00
00092		53572	06-Nov-13	ST LOUIS COUNTY	CONCRETE TESTING	01-31-41-6202	99.00
00692		529369	31-Oct-13	ST LOUIS SAFETY, INC.	SAFETY GLASSES/GLOVES	01-31-41-7308	216.79
00270		70360-00	07-Nov-13	TERMINAL SUPPLY CO.	CABLE TIES, STROBE LITES, CABL	01-31-41-6212	608.66
01512		223746	06-Nov-13	TIRE SHREDDERS UNLIMITED	DISPOSAL OF OLD TIRES	01-31-41-6210	66.00
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-31-41-6253	84.15
00104		S19448	18-Oct-13	VERMEER	REPAIR DRUM ON CHIPPER	01-31-41-6211	145.35
00104		P48311	25-Oct-13	VERMEER	PARTS FOR STOCK AT SHOP	01-31-41-6211	120.40
Sum of Invoices							39,836.18



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

HEALTH & WELFARE

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00105	P001702	0346-015748070	15-Oct-13	REPUBLIC SERVICES	RESIDENTIAL SERVICE-OCT 2013	01-31-42-6214	83,382.20
00105	P001702	0346-015748070	15-Oct-13	REPUBLIC SERVICES	RECYCLING SERVICE-OCT 2013	01-31-42-6217	24,146.20
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-31-42-6253	<u>32.23</u>
						Sum of Invoices	107,560.63



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

PARKS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
01550		452-6749129	12-Nov-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/12/13)	01-31-43-7308	39.47
01550		452-6723214	05-Nov-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (11/5/13)	01-31-43-7308	144.72
01550		452-6697261	29-Oct-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/29/13)	01-31-43-7308	42.25
01550		452-6671308	22-Oct-13	ARAMARK UNIFORM SERVICES	UNIFORM RENTAL (10/22/13)	01-31-43-7308	42.25
00559		101301529	04-Nov-13	BARCO PRODUCTS CO.	PET LITTER BAGS	01-31-43-6212	684.20
00102		760844	07-Oct-13	BEYERS LUMBER	WOOD TO REPAIR BEIRNE PK BENCH	01-31-43-6212	36.00
01980		644847	05-Nov-13	BLUE CHIP EXTERMINATING	PEST CONTROL SVC-NOV 13	01-31-43-7301	26.00
00010		936160	31-Oct-13	BRANNEKY HARDWARE	SHOP SUPPLIES	01-31-43-6212	19.83
00013		1763-218155	01-Nov-13	CARQUEST AUTO PARTS	BBQ GRILLS FOR MILLENNIUM PRK	01-31-43-6212	51.84
00455		8388	01-Nov-13	CHECKER BAG COMPANY	TRASH BAGS FOR PARKS/BUS STOPS	01-31-43-6212	325.00
00952		62872	21-Oct-13	CHEMCO INDUSTRIES, INC.	BRAKE CLEANING CHEMICALS	01-31-43-6211	56.97
00081		9288154199	06-Nov-13	GRAINGER	KEY SET FOR PARK PLAYGROUND	01-31-43-6212	35.92
00081		9288154207	06-Nov-13	GRAINGER	KEY SET FOR PARK PLAYGROUND	01-31-43-6212	18.98
00560		79813	31-Oct-13	HUMMERT INTERNATIONAL	SPRAYER GASKETS	01-31-43-7302	39.45
00560		79813	31-Oct-13	HUMMERT INTERNATIONAL	ROSE FERTILIZER	01-31-43-7303	285.00
00487		28656	01-Nov-13	JONES & LOCKHART WELDING, INC.	STEEL FOR BBQ PITS @ MILL PARK	01-31-43-6212	221.00
00209		184210/1	10-Oct-13	KIRKWOOD MATERIAL SUPPLY	SANDSTONE STEPPERS-MILL. PARK	01-31-43-6212	19.72
00040		820109.	29-Oct-13	MILBRADT	SPARK PLUG	01-31-43-6211	4.01
00040		819520.	17-Oct-13	MILBRADT	BAR OIL FOR CHAINSAWS	01-31-43-6211	8.99
01271		1290987	23-Oct-13	MISSOURI WILDFLOWERS NURSERY	PLANTS-TAPPMAYER RAIN GARDEN	01-31-43-6212	874.96
00865	P001727	238936.	01-Nov-13	OUTDOOR SOLUTIONS	R.O.W. MOWING-OCT 2013	01-31-43-6212	665.49
00110		316245	25-Oct-13	RICMAR INDUSTRIES	PAPER FOR PARKS RESTROOMS	01-31-43-6212	247.80
00491		114952	23-Oct-13	SCHMITTEL'S NURSERY	TREES-TAPPMAYER RAIN GARDEN	01-31-43-6212	406.00
00692		529369	31-Oct-13	ST LOUIS SAFETY, INC.	SAFETY GLASSES/GLOVES	01-31-43-7308	216.78
00593	P001724	18696	26-Oct-13	THE GREENWOOD GROUP LLC	PARKS MOWING-OCT 2013	01-31-43-6212	2,290.00
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-31-43-6253	37.58
00104		P48478	31-Oct-13	VERMEER	PARK SUPPLIES	01-31-43-6212	130.75
Sum of Invoices							6,970.96



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

COMMUNITY DEVELOPMENT - PLANNING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
02088		2083	12-Nov-13	FOCUS ST. LOUIS	CORO FELLOWS GOVT. PLACEMENT	01-32-11-6203	1,000.00
00213		110713-1	07-Nov-13	MCLAUGHLIN COURT REPORTING SERVICES	COURT RPRTR 2 P&Z HEARINGS	01-32-11-6202	442.00
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-32-11-6253	<u>149.03</u>
Sum of Invoices							1,591.03



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

COMMUNITY DEVELOPMENT - BUILDING

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00009		110613	06-Nov-13	BOLLS, SCOTT	RUBBER BOOTS FOR JOBSITES	01-32-61-7302	119.28
00112		42939	07-Nov-13	MPS	SITE IMPROV. PERMIT APPLICATIO	01-32-61-7304	32.00
00112		42924	31-Oct-13	MPS	PERMIT APPLICATIONS	01-32-61-7304	128.00
01048		9714176700	01-Nov-13	VERIZON WIRELESS	CELL PHONES-OCT 2013	01-32-61-6253	203.38
Sum of Invoices							482.66



CITY OF CREVE COEUR
ACCOUNTS PAYABLE LISTING

11/18/2013

CAPITAL IMPROVEMENTS

Vendor Number	Purchase Order	Invoice Number	Invoice Date	Vendor Name	Description	GL Account	Invoice Amount
00102		761035	09-Oct-13	BEYERS LUMBER	TEALWOOD STORMWATER PROJECT	02-61-71-9509-10525	106.82
01949	P001679	133463	06-Sep-13	CANNON DESIGN	ASSESSMENT OF EXISTING FACILIT	02-61-71-9506-13108	1,000.00
01949	P001679	133463	06-Sep-13	CANNON DESIGN	FUNCTIONAL ANALYSIS (COMM MTG,	02-61-71-9506-13108	1,650.00
01949	P001679	133463	06-Sep-13	CANNON DESIGN	PROJECT KICK OFF	02-61-71-9506-13108	800.00
02028	P001794	13-5498L	16-Oct-13	COCHRAN ENGINEERING	ASPHALT TESTING SERVICES	02-61-71-9510-14601	1,617.89
01360	P001790	13-446-R	04-Oct-13	FORD ASPHALT COMPANY	RIGHT OF WAY PAVING-SPOEDE RD	02-61-71-9510-14601	2,400.00
01360	P001706	FINAL PAY-RESUR	08-Nov-13	FORD ASPHALT COMPANY	2013 ASPHALT RESURF PROJECT	02-61-71-9510-14601	12,060.96
01908	P001633	PAY #7	07-Nov-13	GROVE DESIGN GROUP	GRAESER RD RESURF. PROJECT	02-61-71-9510-13707	739.40
00880	P001767	PAY #2	13-Nov-13	INTUITION & LOGIC	SVCS DAM/LAKE/CHANNEL REHAB PR	02-61-71-9509-14522	14,518.93
00789	P001765	431860	23-Oct-13	K&K SUPPLY	1590XP BRUSH BANDIT LIMB CHIPP	02-61-71-9516	36,156.25
00240	P001751	140897	08-Nov-13	KEY EQUIPMENT & SUPPLY	SCL65TM20 2013 EXTREME VAC	02-61-71-9516	36,725.00
00240	P001751	140897	08-Nov-13	KEY EQUIPMENT & SUPPLY	AMT OVER PURCHASE ORDER	02-61-71-9516	220.00
01333	P001705	PAY #3	08-Nov-13	M & H CONCRETE	2013 CONCRETE REPLACEMENT PROJ	02-61-71-9510-14602	<u>234,797.40</u>
Sum of Invoices							342,792.65
Grand Total of Invoices							615,857.75

AN ORDINANCE FOR THE HOLDING OF A GENERAL ELECTION IN THE CITY OF CREVE COEUR, MISSOURI ON THE 8TH DAY OF APRIL, 2014, FOR THE ELECTION OF ONE COUNCIL MEMBER FROM THE FIRST WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE SECOND WARD FOR A FULL TWO-YEAR TERM, ONE COUNCIL MEMBER FROM THE THIRD WARD FOR A FULL TWO-YEAR TERM, AND ONE COUNCIL MEMBER FROM THE FOURTH WARD FOR A FULL TWO-YEAR TERM, FOR THE CONDUCT OF SAID ELECTION BY THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, AND FOR OTHER MATTERS RELATING AND PERTAINING TO SUCH ELECTION.

WHEREAS, pursuant to the City Charter an election must be held in April 2014 to elect one council member for each of the four wards of the City, each to serve a full two-year term; and

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

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

SECTION 1: Pursuant to applicable law, a general election shall be held in the City of Creve Coeur, Missouri on the 8th day of April, 2014, for the election of one council member from the first ward for a full two-year term, one council member from the second ward for a full two-year term, one council member from the third ward for a full two-year term, and one council member from the fourth ward for a full two-year term.

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

SECTION 3: Nominating petitions and acceptances of nomination shall be filed with the City Clerk of the City of Creve Coeur after the passage and approval of this ordinance beginning at 8:00 a.m. on December 17, 2013 through January 21, 2014, at 5:00 p.m. A candidate can only file for and promise to serve in a single position. The City Clerk shall record the date and time of each filing. Names shall be placed on the ballot and election notice in order of filing for respective offices as provided in section 10.3 of the city charter. Candidates wishing to file for office shall present themselves at the reception desk in the main lobby, upper level of the Creve Coeur Government Center, 300 North New Ballas Road. Filings shall be accepted on a first-come first-served walk-in basis when the City Clerk is available at the Government Center.

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

BILL NO. 5459

ORDINANCE NO. _____

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

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

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

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

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

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

ADOPTED BY THE CITY COUNCIL THIS __ DAY OF ____, 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
ACCEPTANCE OF NOMINATION

NO. _____ Date/Time Received _____

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

I, _____ BEING DULY SWORN, STATE UPON MY OATH THAT I RESIDE AT _____, CITY OF CREVE COEUR, COUNTY OF ST. LOUIS, STATE OF MISSOURI, THAT I AM A QUALIFIED VOTER THEREIN, THAT I ACCEPT NOMINATION AND AM A CANDIDATE FOR THE ELECTION OF COUNCIL MEMBER, WARD _____ FOR FULL TWO-YEAR TERM, TO BE VOTED UPON AT THE GENERAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014, THAT I SHALL HAVE RESIDED IN THE CITY OF CREVE COEUR FOR AT LEAST ONE YEAR AS OF THE DATE OF THE ELECTION AND WILL BE A RESIDENT OF THE AFORESAID CITY AND WARD AT THAT TIME, THAT I WILL NOT BE IN DEFAULT TO THE CITY AS OF JANUARY 21, 2014 AT 5:00 P.M. (INCLUDING ANY ARREAGE FOR UNPAID CITY TAXES OR MUNICIPAL USER FEES), THAT I HAVE FILED ALL REQUIRED CAMPAIGN DISCLOSURE REPORTS FOR ALL PRIOR ELECTIONS AND PAID ALL FEES ASSESSED BY THE MISSOURI ETHICS COMMISSION, AND THAT I AM OTHERWISE ELIGIBLE FOR SAID OFFICE AND WILL REMAIN SO THROUGH THE ELECTION DATE (OR WILL DISCLOSE OTHERWISE).

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

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

DATE: _____

TIME: _____

SIGNATURE OF APPLICANT FOR
OFFICE

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014.

NOTICE TO SIGNERS: Please sign in ink or indelible pencil

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



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014.

NOTICE TO SIGNERS: Please sign in ink or indelible pencil

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



NOMINATING PETITION

PURSUANT TO SECTION 10.2 OF THE CHARTER OF THE CITY OF CREVE COEUR, WE, THE UNDERSIGNED PETITIONERS, BEING REGISTERED AND QUALIFIED VOTERS OF WARD _____, AND ENTITLED TO VOTE FOR CANDIDATES FOR COUNCIL MEMBER OF SAID WARD, DO HEREBY NOMINATE _____ FOR THE OFFICE OF COUNCIL MEMBER OF WARD _____, FOR A TERM OF TWO YEARS AND RESPECTFULLY REQUEST THAT SUCH PERSON'S NAME BE INCLUDED ON THE BALLOT FOR SAID OFFICE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 8, 2014.

NOTICE TO SIGNERS: Please sign in ink or indelible pencil

40.	_____	_____	_____	_____
41.	_____	_____	_____	_____
42.	_____	_____	_____	_____
43.	_____	_____	_____	_____
44.	_____	_____	_____	_____
45.	_____	_____	_____	_____
46.	_____	_____	_____	_____
47.	_____	_____	_____	_____
48.	_____	_____	_____	_____
49.	_____	_____	_____	_____
50.	_____	_____	_____	_____

AMENDED RESOLUTION NO. 1087

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING EXECUTION OF A FIVE-YEAR AGREEMENT WITH ALLIED SERVICES, LLC dba REPUBLIC SERVICES OF BRIDGETON TO PROVIDE TRASH, RECYCLE, AND YARD WASTE COLLECTION SERVICES FOR SINGLE FAMILY RESIDENTIAL PROPERTIES AND CONDOMINIUMS IN THE CITY OF CREVE COEUR FOR AN ESTIMATED ANNUAL AMOUNT OF \$815,321 IN THE FIRST YEAR.

WHEREAS, the City Council of the City of Creve Coeur has dedicated funding for trash, and recycle collection hauling services for the residents of Creve Coeur; and

WHEREAS, the City has identified these services to be an important benefit provided to the residents of Creve Coeur; and

WHEREAS, the Horticultural, Environmental, and Beautification Committee has reviewed the submitted bids and proposals and presented its recommendation to accept the bid of Allied Services, LLC dba Republic Services of Bridgeton regarding such services; and

WHEREAS, these services 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 Allied Services, LLC dba Republic Services of Bridgeton and the City of Creve Coeur to provide trash, recycle, and yard waste hauling services for the residents of Creve Coeur for an estimated annual cost of \$815, 321 for the first year of the five year contract is hereby approved. The agreement as executed shall be consistent with the provisions and intent of this Resolution, the Residential Solid Waste, Yard Waste, and Recyclable Waste Collection, Removal, and Disposal Bid Specifications for 2014-2019 and Allied Services, LLC's Alternate Proposal #1 and necessary, desirable, convenient or proper in order to carry out the matters herein authorized.

Additionally the agreement shall include the following provision:

Those residents physically unable to make use of curbside pickup will receive once-per-week rear yard collection of trash and recyclables, free of charge, for the duration of such disability. Residents seeking such free service shall submit application in the required form developed by the Department of Public Works including verification by the resident that there is no one residing at their residence who is capable of transporting refuse to the curb for collection, and obtain approval of the Director of Public Works or their designee. Residents receiving such free service shall notify the Department of Public Works and cease using such free service if they subsequently become able to use curbside pickup. Submittal of false application and/or failure to provide notice as required herein shall constitute an ordinance violation and offense subject to penalties as provided in Sections 100.090-100.110 of the City Code of Ordinances.

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 25th day of November, 2013.

Barry Glantz, Mayor

Attest:

Deborah Ryan, City Clerk



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2013, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and Allied Services, LLC dba Republic Services of Bridgeton, a Delaware limited liability company with offices at 12976 St. Charles Rock Road, Bridgeton, Missouri 63044 (hereinafter called the "Contractor"). The subject matter is identified as Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-2014-2019.

WITNESSETH:

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

ARTICLE I

The Contract Documents

The Contract Documents consist of the Bid Specification Manual, Contractor's Alternate Bid #1 attached hereto Non-Collusion Affidavit, Performance Bond, Specifications, Special Provisions, all Addenda, Bid Form, and all Modifications issued after execution of this Contract, which 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 Specifications are applicable to this Agreement. Additionally, the following provision shall apply regarding

service to physically disabled residents, superseding the provisions of the specifications and bid:

Those residents physically unable to make use of curbside pickup will receive once-per-week rear yard collection of trash and recyclables, free of charge, for the duration of such disability. Residents seeking such free service shall submit application in the required form developed by the Department of Public Works including verification by the resident that there is no one residing at their residence who is capable of transporting refuse to the curb for collection, and obtain approval of the Director of Public Works or their designee. Residents receiving such free service shall notify the Department of Public Works and cease using such free service if they subsequently become able to use curbside pickup. Submittal of false application and/or failure to provide notice as required herein shall constitute an ordinance violation and offense subject to penalties as provided in Sections 100.090-100.110 of the City Code of Ordinances.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents and that it 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

The period of the Agreement shall commence on July 1, 2014, and terminate on June 30, 2019. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2019. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2019. The contract price during this extension period shall be at the same schedule of rates as the previous year (2018-2019), increased by the percentage increase, if any, in the cost of living between the month of June, 2018 and the month of June, 2019, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

ARTICLE IV

The Contract Sum and Payments

In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and service herein contemplated, in conformity with the terms, Specifications and covenants herein contained, the City agrees to pay to the Contractor as follows as full compensation for said work and services: as provided in the Contract documents. In recognition of inflationary costs, bid costs for the 2nd, 3rd, 4th, and 5th contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor from June to June (i.e. June 2014 to June 2015 for the 2d year) with a 4% cap on any yearly increase. Each yearly contract fee shall be paid in equal monthly installments.

Contractor shall share profits with the city for increasing recycling by means of the Solid Waste Diversion Rewards program. Annual payments shall be made at the end of each contract year (June 30) based upon 50% of the value of eliminated dump fees and recycling revenue as described in the bid documents.

ARTICLE V

Performance of the Work

The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services for each and every day that it fails to comply with the provisions of the Contract Documents:

- (a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day and an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; and
- (b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed on any collection day two or more times in a four week period; and
- (c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required under the provisions of the contract documents: and
- (d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.

(e) For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day.

These damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under this contract. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

ARTICLE VI

Changes in the Work

Contractor shall not assign or sublet any part of the work embraced herein without the express prior written permission of the City. 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. Construction or demolition of homes during a year shall not constitute a change in terms of charges to the City, but there shall be an annual determination of the number of residential units for billing purposes. All 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 Contract Documents. 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 Contract Documents.

ARTICLE VII

Termination by City or Contractor

(a) Except for charges expressly required to be billed to residents under the Contract Documents, solicitation, acceptance, or demand for compensation of any kind whatsoever on the part of the Contractor or its employees from owners, tenants, or occupants of any household for whom collection is rendered under the terms of the Contract Documents is prohibited and shall in the discretion of the City, constitute grounds for termination of this Agreement.

(b) If the Contractor is adjudged as 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 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, terminate the Contract.

(c) This contract may be terminated by the City, in its sole discretion, by giving thirty (30) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend the work.

ARTICLE VIII

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier (or carriers) acceptable to the City and will indemnify, save and hold the City and its elected officials, officers, employees and agents (the "Indemnified Persons") harmless and defend them from any suit, action, claim or demand of any type or nature whatsoever growing out on the collection and disposal of solid waste, recyclables and yard waste by the Contractor (including by any subcontractor):

The policy(ies) shall be endorsed to cover the contractual liability of the Contractor under the Contract Documents.

The Contractor and its approved 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 \$5,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$5,000,000 each person

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

The Owner's Protective policy shall name the City as an 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, its elected officials, officers, employees and agents are additional primary insureds.**" Such insurance policy or policies and all endorsements shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City.

If any circumstance shall arise in which any of the Indemnified Persons are entitled to indemnity or defense from Contractor pursuant to this Agreement, the affected Indemnified Person(s) shall notify Contractor in writing, and it shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The Contractor will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination. In the event that any or all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Creve Coeur having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or

partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year therefrom.

In the event that any or all of the foregoing provision(s) shall 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 parties contracting with the City of Creve Coeur from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XII

The Work

Contractor shall furnish sufficient competent labor therefore and shall make collections of solid waste, recyclables, and yard waste combined from all residential premises in the City of Creve Coeur, including condominiums but excluding apartments, and from all solid waste containers maintained by the City from all City of Creve Coeur facilities requiring service as described in the Specifications and will not permit any nuisance to be created.

ARTICLE XIII

Arbitration

The parties agree to submit any and all disputes arising hereunder to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of the USA&M. The arbitrator shall apply the substantive law of Missouri. The arbitration proceeding shall take place in St. Louis County, Missouri. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to insure a fair private hearing, which shall be held and completed within 180 days of the demand for arbitration. The prevailing party may be awarded its reasonable attorney's fees and

all reasonable expenses and costs, in addition to all other available remedies. Judicial review of the arbitrator's award may be sought in the Circuit Court of St. Louis County, Missouri, but only upon the grounds of fraud, corruption, misconduct, or erroneous conclusions of law. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

THIS 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 _____

Name: _____

Title: _____

Attest: _____
City Clerk

DATE: _____

LLC _____

Allied Services,

Name of Contractor

By _____
"Contractor"

Name: _____

Title: _____

Attest: _____

DATE: _____



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: November 6, 2013

TO: Mark C. Perkins, City Administrator

FROM: Jim Heines, Director of Public Works

SUBJECT: Trash and Recycling Bid Results

Bid Process

City staff presented a draft of the 2014-2019 Trash and Recycle bid documents developed by staff and revised by the Horticultural, Environmental & Beautification (HEB) to City Council at their meeting held on Monday, September 23, 2013. Council recommended to proceed to bid with minor revisions to the document. The bid documents were made available to the Haulers on Thursday September 26, 2013 with a due date of 2 PM Thursday, October 17, 2013.

City staff held a pre-bid meeting with perspective bidders on Tuesday, October 8, 2013 at 2 PM whereby the bid specifications manual was thoroughly discussed. Several items raised concerns with all of the vendors and were discussed in detail and an addendum was issued to clarify some statements and make changes to the specifications. The changes included:

- All vendors agreed that the RFID system technology is not ready yet and cannot be integrated with onboard scales and therefore will not perform as requested in the bid.
- The structure of the Diversion Rewards program requests proprietary information. Vendors offered several solutions which made sense and allowed the city to be rewarded for resident's efforts towards recycling.

On October 17, 2013 the city received bids from three vendors and letters stating "No Bid" from two more vendors. In total the city received six bids, two bids were submitted on the base bid document and four more were custom proposals. A bid tab, spreadsheets, and copies of the custom proposals are attached for your review.

Bid Evaluation

City staff and the HEB Committee have evaluated the different proposals thoroughly and created a spreadsheet that not only identifies the costs of each proposal, it also compares the services included in each proposal.

Both staff and HEB found it easy to evaluate the two base bids, one from Republic and one from Meridian based on the city's specifications manual. However, the evaluation process became much more complicated when the four custom proposals were evaluated. Thus the previously mentioned spreadsheet became a valuable evaluation tool to identify the best proposals.

HEB subcommittee members and staff met on Tuesday, October 29 and discussed each proposal in detail. Individual proposals were eliminated by either price or service level. The

subcommittee was able to narrow it down to two proposals, Republic's Alternate #1 and Progressive's Alternate. Discussion ensued weighing the differences in services and the associated price for each of these bids. The service levels of both bids appeared to be fairly equal, however there were a few advantages to each bid. The advantages are listed below:

Republic Alternate #1 Proposal – This proposal offered curbside service with three sizes of toters, (35 gal., 65 gal., and 95 gal.) available for residents to choose from as requested in the base bid. The monthly cost for trash and recycle services is based upon the size of trash toter chosen by individual property owners:

<u>Toter size</u>	<u>Monthly Cost</u>
35 Gallon	\$10.26
65 Gallon	\$11.51
95 Gallon	\$13.51

In addition, the proposal offers a rear yard service upgrade for trash for \$15 per month paid for by the resident. Another benefit Republic included in this proposal is free bulky pickup limited to two items per pickup. Most of the other items within the proposal met the standard specification of the base bid including the Diversion Rewards program whereby the city is rewarded at a minimum of \$10 per ton for every ton of recycling collected. Republic will supply and maintain the toters throughout the contract as requested in the standard bid specification, however they will retain ownership of the toters at the contract conclusion.

As for the services for residents with physical limitations Republic's proposal included the following statement to determine resident's eligibility to qualify for this program:

“Disabled with a letter from the State of Missouri stating they are permanently disabled and being Head of the household with no more than two occupants, Will qualify for rear yard service at No Charge to the resident.”

Progressive Alternate Proposal – This proposal offered three sizes of toters for both trash and recycle collection services at one rate (\$13.85 per residence per month). In addition to the unit cost for collection services they proposed a dump fee of \$24 for every ton of trash generated through the collection process.

Progressive has offered 100% of the value per ton of recycled material to be returned to the city as the Diversion Reward (current value is \$11.73 per ton). The future market outlook is for the recycled material value to remain fairly constant hovering around \$10-\$12 per ton. They also plan to supply and service the toters throughout the contract but will transfer ownership to the city at the conclusion of the contract.

In addition to these items, Progressive has submitted a number of exceptions to the language in the city's bid specifications manual and City-Vendor contract. Progressive's submission has redline changes on thirty-five pages of the forty-eight page bid manual and contract.

Although the city has requested bids for trash and recycle services with the base service level being curbside collection, the specifications offer the option for residents who wish to retain rear yard trash service to pay the successful bidder for the service upgrade.

It is also important to remember that there are three years remaining available to the city on the current contract extension. The cost of this service is identified on the attached spreadsheets as well as the cost savings to the city when the annual contract extension costs are compared to the recently received bids and custom proposals.

Summary

After extensive evaluation by city staff and the HEB subcommittee a recommendation was brought to the HEB Committee for discussion and approval at their meeting on Wednesday, October 30, 2013. After discussions of the two proposals the committee recommended Republic's Alternate Proposal #1 for approval by City Council.

Recommendation

The final recommendation from both City staff and the HEB Committee is to award the Residential Solid Waste, Yard Waste, and Recycle Waste Collection, Removal, and Disposal Contract for 2014-2019 to Republic Waste Services based upon their Alternate #1 Proposal and the Bid Specifications Manual. The anticipated annual cost for these services is \$815,321.

**Horticulture, Environment and Beautification Committee
Recommendation to Creve Coeur City Council
RE: Trash/Recycling/Yard Waste Contract
to Commence July 1, 2014**

November 6, 2013

Creve Coeur published a standard bid proposal for trash and recycling services for the period July, 2014 through June, 2019. Included in the bid specs was the option for haulers to submit alternate bid proposals, which differed from the base bid document and which they deemed might be of greater value to Creve Coeur.

Six bid submissions from three different companies were received. Two of the responding companies, Republic Services and Meridian Waste Services, submitted base bids that followed the city's requirements as specified in the Request For Bid. All three companies submitted bids on alternate proposals they developed.

The base bids from Republic (Column 2) and Meridian (Column 5) were identical in services offered, but the Meridian Base bid was more costly than the Republic Base bid. Therefore the Meridian Base bid was ruled out. Neither of these base bid proposals provided enough savings to consider not extending the current contract. Therefore, Republic base bid was also ruled out.

The Republic Alternate #2 (Column 4) bid charged \$32.64 per month for rear yard up-charge. Any fee over \$15 for this up-charge is unacceptable; therefore, Republic Alternate bid #2 was ruled out.

The Meridian Alternate (Column 6) bid did not provide trash totes and was the highest of the alternate bids; therefore, it was ruled out.

The Progressive Alternate bid (Column 7) and the Republic Alternate bid #1 (Column 3) are the two most competitive bids.

The Progressive Alternate bid (Column 7):

1. Does not provide an option for twice weekly pickup.
2. Provides one price for a choice of three size totes to all residents for both trash and recycling.
3. Is based on a formula that considers volume of dump and volume and value of recyclables. While history and projections assume the numbers we have estimated to reach the total annual cost, they are not guaranteed.
4. Has the one advantage of totes belonging to the city at the end of the contract.

HEB Recommendation to Creve Coeur City Council
Re: Trash/Recycling/Yard Waste Contract
to Commence July 1, 2014 – Page 2

The Republic Alternate bid #1 (Column 3) is our recommendation because:

1. It provides three different size toters and breaks out the monthly charges for the different sizes: 95 gal, 65 gal and 35 gal. The charge to Creve Coeur is associated with the trash toter, not with the recycling toter. The accompanying spreadsheet projects this cost at the most costly scenario wherein every household selects a 95 gallon toter. Experience predicts that the fee the City will be charged for the toters will be less than we have used in our calculation for the example on the spreadsheet.
2. It includes a base guarantee of credit (\$10 per ton) for the Diversion Reward with the opportunity for Creve Coeur to benefit from increased recycling material and/or increased price of the commodity. ("The city will receive a 50% share of the recycle commodity of the average annual market value for commingled recycle material per ton or \$10 per ton, whichever is the greater of the two.")
3. Even after adjusting the anticipated cost to reflect not owning the toters, the Republic Alternate #1 will cost Creve Coeur less than the Progressive Alternate bid and provides better options, as noted above. Our information shows the cost of toters is approximately \$525,000. Distributing the \$525,000 over five years adds approximately \$105,000 per year to the cost of the contract. Therefore, our committee calculated and adjusted the Republic Alternate bid # 1 to reflect this additional cost in order to compare it to the Progressive Alternate bid.

Republic Alternate Bid #1 (Column 3) for curbside pickup, without Creve Coeur owning the toters, as contrasted to extending our current rear yard trash pickup (Column 1) results in a considerable savings to Creve Coeur. Therefore, HEB recommends Republic Alternate bid #1 for the trash/recycling/yard waste contract to commence July 1, 2014.

Respectfully submitted,

Fran Cantor, HEB Chair

Susan Baseley, HEB Trash/Recycling/Yard Waste Subcommittee Chair

Residential Solid Waste Annual Cost Bid Summary

TRASH/YARD WASTE MATERIALS BID SUMMARY 2014-2019
BID OPENING OCTOBER 17, 2013 AT 2:00 P.M.

		Contract Extension FY 2015 Price	2014-2019 Base Bid	2014-2019 Base Bid	2014-2019 Base Bid
		Republic Services	Republic Services	Meridian Waste Services	Progressive (IESI)
Bid Items					
		(Rear Yard Trash)			
1	Curbside Trash	\$ 1,042,246	\$ 1,084,320	\$ 1,099,380.00	No Bid
2	Curbside Recycle	\$ 299,068	Included	\$ 195,780.00	No Bid
3	Condo Dumpsters	\$ 22,165	\$ 19,068	\$ 24,480.00	No Bid
4	Dump Fee	Included	Included	Included	No Bid
5	Diversion Rewards	N/A	\$ (19,349.00)	\$ (17,590.00)	No Bid
Annual Total		\$ 1,363,479.00	\$ 1,084,039.00	\$ 1,319,640.00	No Bid

		Alternate #1	Alternate Bid #2	Alternate Bid	Alternate Bid
		*Republic Services	Republic Services	Meridian Waste Services	Progressive (IESI)
Bid Items					
1	Curbside Trash	\$ 813,843.00	\$ 1,017,454.00	\$ 1,054,200.00	\$ 834,324.00
2	Curbside Recycle	Included	Included	Included	Included
3	Condo Dumpsters	\$ 19,068.00	\$ 19,068.00	\$ 24,480.00	\$ 31,907.00
4	Dump Fee	Included	Included	Included	\$ 88,824.00
5	Diversion Rewards	\$ (17,590.00)	\$ (17,590.00)	No Rewards	\$ (20,633.00)
Annual Total		\$ 815,321.00	\$ 1,018,932.00	\$ 1,078,680.00	\$ 934,422.00

Notes:

- All calculations are based on a residential count of 5020.
- Diversion Rewards based on \$10 per ton unless specified differently in the submitted bid
- Rewards and Dump Fee based on 4-year average volumes in Bid Specification Manual:
Trash = 3701 tons
Recycle = 1759 tons

*Assuming the worst case and all residents requested 95 gallon totes

2014-2019 Residential Solid Waste
Contract Extension and Base Bid Service Level Summary

		1	2	3	4	5	6	7
		Contract Extension FY 2015 Price	2014-2019 Base Bid	Alternate #1	Alternate #2	2014-2019 Base Bid	Alternate Bid	Alternate Bid
		Republic Services	Republic Services	*Republic Services	Republic Services	Meridian Waste Services	Meridian Waste Services	Progressive (IESI)
1	Bid Items							
	(Rear Yard Trash)							
	CurbsideTrash and Recycle Collection w/ choice of 3 sizes of toters 35 gal., 65 gal., or 95 gal (Per month)	\$22.08 (*)	\$ 18.00	\$13.51 *	\$ 16.89	\$ 18.25	\$ 17.50	\$13.85 a
	2nd weekly curbside trash pickup (Per month)	\$40.87(*)	\$ 30.00	\$30.00 **	N/A	\$ 20.00	\$15.00 1	N/A
	Rear Yard Trash Upgrade (Per month)	N/A	\$15.00 (**)	\$15.00 (**)	\$32.64 (**)	\$15.00 (**)	\$15.00 (**) 1	\$15.00 (**)
	2nd weekly rear yard trash pickup (Per month)	N/A	\$15.00 (**)	\$15.00 (**)	N/A	\$15.00 (**)	\$15.00 (**) 1	N/A
	White Goods	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00
	Bulky Goods	\$ 25.00	\$ 25.00	Included ***	Included ***	\$ 25.00	Included 2	\$ 25.00
	Yard Waste				Included ****			
	Bags	\$ 3.47	\$ 5.00	\$ 5.00	N/A	\$ 3.00	N/A	\$ 2.85
	Tags	\$ 2.86	\$ 3.00	\$ 3.00	N/A	\$ 2.50	N/A	\$ 2.35
	Unlimited Service w/toter	\$ 10.65	\$ 12.50	\$ 12.00	N/A	\$ 11.00	\$11.00 +\$3.25 3	\$ 9.95
	Toters owned by the City	No	Yes	No c	No	Yes	Yes 1	Yes c
	Diversion Rewards (compensation per ton)	N/A	\$ 11.00	\$ 10.00	\$ 10.00	\$ 10.00	No	\$11.73 b
	Bid Items							
	(Rear Yard Trash)							
	CurbsideTrash (Per Year)	\$ 1,030,706	\$ 1,084,320	\$ 813,843	\$ 1,017,454	\$ 1,099,380	\$ 1,054,200	\$ 834,324
	Curbside Recycle (Per Year)	\$ 298,790	Included	Included	Included	\$ 195,780	Included	Included
	Condo Dumpsters (Per Year)	\$ 22,829	\$ 19,068	\$ 19,068	\$ 19,068	\$ 24,480	\$ 24,480	\$ 31,907
	Dump Fee (Per Year)	Included	Included	Included	Included	Included	Included	\$ 88,824
	Diversion Rewards (Per Year)	N/A	\$ (19,349)	\$ (17,590)	\$ (17,590)	\$ (17,590)	N/A	\$ (20,633)
Annual Total		\$ 1,352,325	\$ 1,084,039	\$ 815,321	\$ 1,018,932	\$ 1,319,640	\$ 1,078,680	\$ 934,422
Savings from Contract Extension Price			\$ (268,286)	\$ (537,004)	\$ (333,393)	\$ (32,685)	\$ (273,645)	\$ (417,903)

(*) Contract Extension include rear yard trash collection and curbside recycle collection as the base service

(**) Service Upgrade paid for by resident

* Cost for trash and recycle directly related to the size of trash toter chosen by the resident

** Trash collection only

*** Included in trash price

**** Yard Waste collection included in trash price

1 No cart for trash collection, 65 gal toter for recycle collection

2 Bulky pickup of 1 item per month included in trash price

3 Cart rental separate cost \$3.25

a Trash dump fee per ton inaddition to the collection fee

b 100% of market value per ton for recycled material (currently \$11.73)

c Republic retains ownership of the toters at the end of the 5-yr. contract, whereas Progressive plans to turn the ownership of the toters over to the city at the end of the contract. This equates to a cost of approximately \$105,000 a year or \$525,000 in value over the term of the contract. Toters have a service life of 8-10 years

- Republic Proposals

- Meridian Proposals

- Progressive Proposals

24. The City-Contractor Agreement shall be substantially in the form attached hereto, adjusted to match to the accepted bid. Non-material changes may be discussed with the successful bidder, but absent mutual agreement the form shall be used.

ALTERNATE BID#1 PROPOSAL FORM

REIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING WASTE COLLECTION, REMOVAL, AND DISPOSAL FOR 2014-2019 CITY OF CREVE COEUR, MISSOURI

The undersigned hereby submits the following bid to furnish the City of Creve Coeur with solid waste, recyclables, dumpster collection and yard waste collection, removal and disposal. **The actual cost increase for future years will depend on the previous year's CPI – Transportation, with a 4% cap as stated in the contract documents.**

Alternate 1

Item 1 – Solid Waste & Recycle	<u>Monthly Cost</u>	<u>Annual Cost</u>
Single family including single unit condos, Pick-up solid waste and recycle once per week (Curbside pick-up paid for by the City, Approximately 5,520 Units)	95gl \$13.51	\$162.12
	65gl \$11.51	\$138.12
	35gl \$10.26	\$123.12
Option; 2X Curbside pick-up, Resident may Pay Contractor directly for twice a week Curbside pickup. (Upgrade price for second Weekly curbside pickup).	<u>\$30.00</u>	<u>\$360</u>
Option; Single family including unit condo's Pick-up solid waste once per week. Resident May pay contractor directly for rear yard Pick-up. Maximum charge per resident per Month is fifteen dollars(\$15.00), however the Bidder may propose a lower fee. Upgrade Price for once a week rear yard service	<u>\$15.00</u>	<u>\$180</u>
Option: 2X Rear yard pick-up. Resident May pay contractor directly for rear yard Pick-up. Maximum charge per resident per Month is fifteen dollars(\$15.00), however the Bidder may propose a lower fee. Upgrade Price for once a week rear yard service (This fee will be fifteen dollars added to the Fifteen dollars for the optional 1X rear yard)	<u>\$15.00</u>	<u>\$360</u>

Alternate 1**Item II – Miscellaneous****Monthly Cost**

White Goods – metal Appliances Resident schedules pickup with Contractor and pays Contractor Directly for the service. (\$25 Max per item)

\$25.00 Per Item

**Bulky Goods – Furniture/Large Items, Resident schedules Pick-up with Contractor
Two item Limit per pick up. ~~Pickup on regular trash day.~~**

No Charge**Yard Waste –****Cost for Yard Waste Tags (Each)****\$3.00****Cost for Yard Waste Bags (Each)****\$5.00**

**Annual Unlimited yard Waste Service 1X per week
Curbside service includes a 95 gallon toter with Wheels
Lid and handle. (Service paid for by the resident).
(priced per month billed quarterly)**

\$12.00 per month

Disabled with a letter from the State of Missouri stating they are permanently disabled and being Head of the household with no more than two occupants, Will qualify for rear yard service at No Charge to the resident.

Item III – Recycle Rewards

- a. The city will receive a 50% share of the recycle commodity of the average annual market value for commingled recycle material per ton or \$10 per ton, whichever is the greater of the two.

OR

- b. Republic Services at the end of each calendar year will donate \$5,000 to the City recycle committee for them to choose how to utilize the funds.

Item IV – Sustainable Practices and Procedures;

Republic Services will utilize CNG (Natural Fuel Vehicles) in the City of Creve Coeur for the term of the contract.

******* All Toters (Containers) will be owned, warrantied and maintained by Republic Services. They will be purchased through Republics national agreement with Otto Environmental.**

Item V

Condo Dumpster Solid waste and Recycle Pick-up

Pricing will be based on the numbers supplied to this section on page BF-4, Item VI Only.

Item I; Explanation; The resident will choose the container size according to need, the city will be billed according to number of residents choosing what size container. Residents may only change the size of container before the new billing period of each contracted calendar year.

Republic Services is submitting a proposal in response to the Creve Coeur RFP for Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal. Section 2(g) of the Specifications reads as follows:

(g) Collection vehicles shall be equipped with RFID readers and scales on hydraulic lift arms. Toters that are supplied by the hauler for solid waste and recycling shall have RFID tags embedded into the plastic container.

The successful hauler will provide weekly collection weight reports to the city for solid waste and recycle collection in electronic form. The data collected by the RFID system shall be delivered to the city in Excel or Access program format. Data form shall include:

- **Date**
- **Tag Number**
- **Type of Collection**
- **Address**
- **Toter Size**
- **Weight of Collected Material**

Republic Services must take exception to this Section 2(g) as it is unable to comply with Section 2(g) at this time. Republic Services has used and tested RFID systems and has concerns with the reliability of the RFID systems currently available, specifically with the reader software and scanners. Additionally, the use of scales has not been integrated into any RFID systems which Republic has used or is testing.

If awarded the bid, Republic Services will revisit the provisions of this Section 2(g) during the term of the agreement with the City if Republic Services determines that the RFID process has been perfected to its satisfaction.


(Signature)

Casey Powers / General Manager
Printed Name ? Title

Republic Services / Allied Waste LLC
Company

(636) 947-5959
Telephone #

12976 St Charles Rock Road
Address

(314) 739-4911
Fax

Bridgeton, MO 63044
City, State and Zip Code

October 17, 2013
Date

PROGRESSIVE WASTE SOLUTIONS ALTERNATE BID

CREVE COEUR SOLID WASTE BID 2014 – 2019

In keeping with the City's expressed desire to increase the amount of recycling, reduce the quantity of materials going to the landfill and share in the financial benefits of achieving both goals, Progressive Waste Solutions (PWS) is pleased to offer the City of Creve Coeur a truly "progressive" approach to the handling of the City's solid waste and recycling volumes.

This is made possible by combining two important and necessary ingredients: a forward-thinking municipality along with an innovative, solutions-based solid waste company. It also includes:

- A clearly defined strategy that meets the City's stated goal of reducing waste
- An incentive program that financially rewards the City for more recycling and less materials going to the landfill
- A shared commitment by both parties to work together for the common good
- Making Creve Coeur the first city to do something that has never been done before in the metro St. Louis marketplace

THE PLAN

Progressive Waste is structuring the City's monthly invoice primarily based on two (2) things: the volumes of trash and recycling coming out of Creve Coeur. **The plan is simple: The less trash that is taken to the landfill, the lower the City's disposal bill. And the more recycling that is collected, the higher the City's recycling rebate.**

According to the tonnage figures listed in the City's bid specifications, the 4-year annual average figures are as follows:

- | | |
|---------------|----------------------------------|
| • Solid Waste | 3,701 tons (308.42/month) |
| • Recyclables | 1,759 tons (146.58/month) |
| • Yard Waste | 3,209 cubic yards (267.42/month) |

Beginning July 1, 2014, Progressive Waste's Alternate Bid numbers for the City of Creve Coeur are as follows:

Single-family, including single-family condos, once per week Curbside Solid Waste & Recycling Collection in Contractor-provided carts (5,020)	<u>\$13.85/unit/month</u>
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Disposal cost	<u>\$24.00/ton</u>
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100% of the monthly recycling commodity price/ton	<u>Market Value*</u>
---	-----------------------------

* The rebate average so far in 2013 is \$11.73 per ton. However, commodity pricing varies month to month based on market conditions. Therefore, no pricing guarantees can be made going forward.

Using the real unit cost and disposal bid numbers listed above, along with the average tons of trash per month (308.42) and average tons of recycling per month (146.58) the City's total monthly bill might look like this. **(Actual tonnage figures may vary)**

As an example:

Unit Cost: \$13.85 x 5,020 units	\$69,527.00
Disposal Cost: \$24.00/ton x 308.42 tons	\$7,402.08
Recycling revenue-share (100%): \$11.73/ton x 146.58 tons	(1,719.38)

MONTHLY INVOICE TO THE CITY	
FOR ALL SINGLE-FAMILY UNITS (5,020)	\$75,209.70
	or
	\$14.98/unit

It is easy to see how the City's monthly bill can be reduced with each additional ton that gets recycled. The City now has a defined incentive to encourage recycling, to promote recycling education and to work closely with Progressive Waste to reach mutually beneficial goals. Under this plan, **Creve Coeur can now turn their "Trash into Cash!"**

ADDITIONAL PRICING OPTIONS

1. Optional resident-billed Backdoor Service available for an additional \$15.00 per unit, per month
2. Two (2) free Bulky Pick-ups per single-family unit are provided annually at no charge. There is a five (5) item limit and a maximum of sixty (60) pounds per item. Any Bulky collections over and above the two (2) free annual collections will be \$25.00 per item
3. ~~Yard Waste pre-paid tags are available at \$2.35 per tag~~
4. Yard Waste pre-paid bags are available at \$2.85 per bag
5. Optional resident-billed unlimited Yard Waste, including a 95-gallon cart, is available at \$9.95 per month
6. Yes, our fleet does burn CNG as a fuel source
7. Yes, our Landfill does capture and reuse methane gas

WHITE GOODS ?

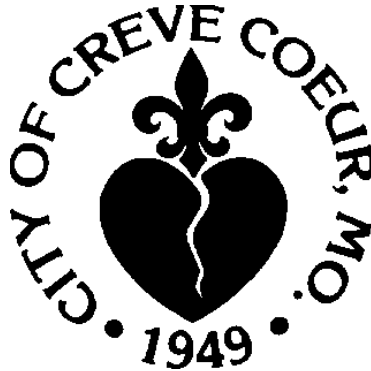
Item VI - Condo Dumpster Solid Waste and Recycle Pickup

Current Use		Monthly Unit Cost	Annual Cost
Single Pickup per week			
1 CY Once a Week	0 Unites	\$43.70	\$524.40
2 CY Once a Week	44 Units	\$48.90	\$586.80
3 CY Once a Week	4 Units	\$53.70	\$644.40
4 CY Once a Week	5 Units	\$58.50	\$702.00
6 CY Once a Week	0 Units	\$68.20	\$818.40
1 CY Additional Pick-up	0 Units	\$40.00	\$480.00
2 CY Additional Pick-up	8 Units	\$52.00	\$624.00
3 CY Additional Pick-up	1 Units	\$58.00	\$696.00
4CY Additional Pick-up	0 Units	\$64.00	\$768.00
6 CY Additional Pick-up	9 Units	\$75.00	\$900.00

This program also includes:

- The Alternate Bid is based upon a five (5) year Initial Term and a mutually-agreed upon five (5) year renewal term
- Contractor-provided Trash & Recycling carts for each single-family unit. To keep costs down, RFID chips & chip readers are not being used under this Alternate Bid. The carts will become the property of the City of Creve Coeur at the end of the initial five (5) year term.
- ~~In an effort to drive recycling participation, twice per week Solid Waste service is not being offered under this Alternate Bid~~
- Contractor's promise to pass along any savings derived from a successful Contractor grant application reimbursement for recycling carts is approved
- A landfill and a 100% recycling monetary incentive for the City based on tonnages
- Optional resident-billed 1x/week backdoor solid waste collection

****Based on the unique aspects of this proposal, Progressive Waste respectfully requests an opportunity to make a presentation to the Committee and/or Board of Aldermen to answer any questions and further explain the details of this offer.****



CITY OF CREVE COEUR, MISSOURI

**SPECIFICATIONS AND BID DOCUMENTS
FOR
RESIDENTIAL
SOLID WASTE, YARD WASTE, AND
RECYCLABLE WASTE
COLLECTION, REMOVAL, AND DISPOSAL BID
FOR 2014-2019
Including Addendum #1**

Sealed Bids Too Be Publicly Opened 2:00 P.M. CDT, Thursday, October 17, 2013

City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO. 63141
Mr. James Heines
Director of Public Works
September 26, 2013

REQUEST FOR BIDS

Sealed bids submitted in accordance with Instructions to Bidders, Specifications, Special Provisions, Bid Proposal Form, and City-Contractor Agreement will be received by the Department of Public Works, to the attention of James Heines, Director of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141. Bids are due by no later than 2:00 PM CDT on October 17, 2013, when they will be publicly opened in the Public Works Conference Room for the following:

Collections, Removal, and Disposal of Residential Solid Waste, Yard Waste, and Recyclable Waste in the City of Creve Coeur for the period July 1, 2014 through June 30, 2019.

The City reserves the right, in its sole discretion, to reject any and all bids or to hold all bids for up to ninety (90) days, and to waive all informalities or irregularities in the bids received, and to accept such bid that is advantageous, in the best interest, beneficial or expeditious to the City. No Bid may be withdrawn for a period of ninety (90) days subsequent to the specified time for receipt of bids even if no action is taken by the City on the bids within that time. No low bidder shall have a business expectancy merely because their bid is the lowest one received; until the contract has been awarded, no business expectancy exists. Bids may be corrected for clerical or typographical mistake prior to acceptance, but not mistake of judgment. Bids may be considered unresponsive if they contain a material defect or deviation. Bidding documents are available in the Department of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141.

A pre-bid meeting will be held on Tuesday, October 8, at 2:00 PM, CDT in the Public Works Conference Room, 300 N New Ballas Road, Creve Coeur, MO 63141, to discuss the documents that are part of the bid package. All prospective bidders should review the information included in the bid packet, attend the meeting and be prepared to ask questions which will clarify the requirements of the City with regard to the services to be provided.

The City of Creve Coeur strives to comply with the American with Disabilities Act mandates. Individuals who require an accommodation to attend a meeting should contact our office at least 48 hours in advance at City Hall 314-872-2533 (V/TDD).

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by the Department of Public Works to the attention of James Heines, Director of Public Works, 300 N New Ballas Road, Creve Coeur, MO 63141, until 2 PM, CDT, Thursday, October 17, 2013.
2. Bids must be submitted in a sealed envelope marked "BID FOR RESIDENTIAL SOLID WASTE, YARD WASTE AND RECYCLING WASTE COLLECTIONS 2014-2019".
3. Bidders may submit bids for all services or any one type of collection service. The City reserves the right to award the entire contract to one bidder or to split the contract and award to multiple bidders if it is in the best interest of the City.
4. Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of bids.
5. Each proposal shall be made on the attached Bid Form Proposal, which shall be signed, with the full name of each proprietorship, partnership, limited liability company, or corporation submitting it. The bid of a proprietorship shall be signed by the owner; or partnership by one of the general partners; a limited liability company or corporation by a duly authorized officer thereof stating his/her title. The complete mailing address and telephone number and e-mail address must be stated.
6. Each bidder shall, on separate sheet, provide a statement of the bidder's financial condition and a list of the equipment the bidder will commit for use to fulfill the provisions of these specifications. Included in the list will be the model, year, type of equipment and anticipated replacement schedule of such vehicles and equipment.
7. Each bidder shall, on separate sheet, provide the number of employees who will render service to the City of Creve Coeur, and number of employees to be used on each collection vehicle.
8. Each bidder shall complete and submit the attached non-collusion agreement, and the affidavits required by Section 285.530 RSMo. Each bidder must comply with all applicable ordinances and laws regarding bidding process.
9. Each bidder shall provide a list of at least three (3) references of municipal contracts for waste collections in effect within the last five (5) years, using Appendix A. Each bidder must be qualified by experience, adequate financing, and equipment to do the work called for in the contract. The City strongly desires a provider with governmental experience. Providers with the desired experience should include a letter from a governmental unit certifying that the respondent has been the provider of (specify whether complete or applicable category(ies) of) residential waste collection services for (specify number) years in an area that contains (specify number) household units or a population of (specify number).

10. Each bidder shall, on an attached sheet, provide a description of their Solid Waste, Yard Waste, and Recyclable Waste collection operation. Those bidders for recyclables will identify how the materials will be recycled and a brief description of the containers to be provided by the contractor to the residents, per the specifications.
11. Each bidder shall, on an attached sheet, provide a list of charges for various size dumpsters as described in the specifications regarding condominium buildings/complexes.
12. Each bidder shall, on an attached sheet, provide a list of charges for additional collections, per size container/dumpster, for condominium buildings/complexes desiring extra pick-ups on a weekly basis. The prices submitted will be fixed during the life of the City-Contractor Agreement, subject to CPI adjustment as specified herein.
13. Each bidder shall submit a comprehensive list of all landfills and recycling centers to be utilized and any contingency plans in the event such landfills or centers shall be closed. Along with the list, the bidder shall submit a commitment from the landfills and recycling centers that sufficient capacity exists for the disposal of the City's solid waste, recyclables, and yard waste for the next three years. All landfills used by haulers must be approved and/or permitted by the applicable federal, state and local authorities.
14. A performance bond or escrow in lieu of a performance bond acceptable to the City will be required from the successful bidder as described in the specifications.
15. The City may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. Bidders shall provide notice as required by Section 260.208 RSMo.
16. It is the intent of the City to award the City-Contractor Agreement to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. However, the City reserves the right to accept the bid which, in the City's judgment, is in the best interest of and most advantageous to the City. The City of Creve Coeur reserves the right to waive irregularities, reject any or all bids or to hold bids for up to ninety (90) days and to award the bid in the best interest of the City. The City shall have the right to reject a Bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to re-bid the Work at a later date if all Bids are rejected.

17. The City shall have the right to accept alternates in any order or combination, and to determine the lowest and best bidder on the basis of the sum of the base bid and the alternates accepted.
18. Each bid must be accompanied by a security deposit of \$100,000 in the form of a certified check, a cashier's check or bid bond payable to the City of Creve Coeur. All such bid bonds or funds will be returned to the respective unsuccessful bidders without interest within one hundred twenty (120) days after the bids are opened. The bid security of the successful bidder will be returned without interest when the City-Contractor Agreement is executed and a satisfactory performance bond is delivered to the City of Creve Coeur.
19. Should the successful bidder fail or refuse to execute the performance bond and the City-Contractor Agreement required within the ten (10) days after receipt of notice of acceptance of bid, that bidder shall forfeit to the City of Creve Coeur the security deposited with the bid as liquidated damages for such failure or refusal and the bid acceptance shall be deemed cancelled at the City's option.
20. Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Bidders may request clarification or interpretation of the bidding documents by written request, which shall reach the City at least ten (10) days prior to the date for receipt of bids.
21. All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized and all communications shall be acted upon at the sole risk and responsibility of the bidder. All questions regarding the specifications shall be directed in writing to James Heines, Director of Public Works, at 300 N New Ballas Road, Creve Coeur, MO 63141; no later than ten (10) days prior to the date of receipt of bids. Interested bidders are instructed not to direct any questions to any other parties or entities in the City of Creve Coeur. Addenda will be mailed or delivered to all who are known by the City to have received a complete set of bidding documents. No addenda will be issued later than four (4) days prior to the date for receipt of bids, except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids. Prior to submitting the bid, each bidder shall ascertain that they have received all addenda issued, and shall be deemed to have received same regardless of whether they acknowledge receipt of all such addenda in the bid.
22. It may be to the advantage of the bidder to briefly state additional information they believe is pertinent to the evaluation of their bid.
23. A bidder may submit an alternate proposal on an attached sheet of paper. The alternate proposal must be submitted in the same envelope with the bid.

24. The City-Contractor Agreement shall be substantially in the form attached hereto, adjusted to match to the accepted bid. Non-material changes may be discussed with the successful bidder, but absent mutual agreement the form shall be used.

SPECIFICATIONS

The waste collections service shall conform to all City ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. Definitions - Whenever the terms “solid waste”, “yard waste” or “recyclables” are used in these specifications, they shall be construed as follows:

- a. **Solid Waste:** All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or pets. Solid waste does not include dead animals or unprocessed animal parts. It includes: hard cover books, sawdust, shavings, pieces of cutting, tin cans, tin ware and other metallic items and materials, glassware, crockery, dishes and parts of furniture, fixtures and other household equipment of such weight, dimension, size and shape that they can be handled by one man, and all other useless, rejected and cast off matter, except as herein provided, which are produced by and accumulated in households. Solid waste shall not include household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of any kind. Solid waste shall not include infectious waste as defined by state law (section 260.200 RSMo). Solid waste shall not include: ashes stored in ash pits, parts of trees, bushes, and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all wasted or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structure, walls roofs, roads streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one man for removal; provided, however, that debris resulting from remodeling, repair or reconstruction of any single family residential dwelling unit by the occupants (not builders) may be removed if properly placed in acceptable containers which containers are not heavier than can be handled by one man.
- b. **Recyclables – Single Stream Material:**
Containers:
 - Glass bottles and jars – (clear, brown, green). Does not include window glass, dinnerware or ceramics.
 - Aluminum and metal food and beverage cans.
 - Aluminum trays & foil
 - Aseptic packaging & gable top containers (milk and juice cartons)
 - Steel cans and tins (including aerosol)

Plastics:

- **#1 PET:** Soda, milk, water, & flavored beverage bottles (#1 clear and green plastic resin)
- **#2 HDPE:** Milk & Juice Jugs (#2 clear plastic resin)
- **#2 HDPE:** Detergent & fabric softener containers (#2 colored plastic resin).
- **#3 PVC:** Narrow neck containers only (#3 plastic resin). Examples include health & beauty aid products, household cleaners.
- **#4 LDPE:** Grocery containers (#4 plastic resin). Examples include margarine tubs, frozen dessert cups, six and twelve pack rings.
- **#5 PP:** Grocery containers (#5 plastic resin). Examples include yogurt cups, and narrow neck syrup and ketchup bottles.
- **#7 OTHER:** Plastic resin grocery – narrow neck containers only.
- **Plastic Buckets:** Examples include such as kitty litter containers (5 gallon size maximum).

Paper:

- **Newspaper, including inserts** (remove plastic sleeves)
- **Cardboard** (no waxed cardboard)
- **Kraft** (brown paper) **Bags**
- **Magazines, Catalogs and Telephone Books, Office Paper, Carbonless forms, Brochures, Notes, Message papers, Legal pads, Steno pads, Adding machine tape, Computer Paper, File folders, Instruction manuals, Notebook, Colored and Coated paper, Gift Wrap Paper, etc** (no metal clips, spirals, binders)
- **Chipboard** (cereal, cake & food mix boxes, gift boxes, etc.)
- **Carrier Stock** (soda & beer can carrying cases)
- **Mail, Junk Mail & Envelopes** (no plastic cards, stick on labels or unused stamps)
- **Paperback Books** (no hard cover books)

ALSO OTHER ITEMS AS REASONABLY DETERMINED BY THE CITY ADMINISTRATOR OR HIS DESIGNEE.

- c. Yard waste: means yard waste that will fit in a lidded trash can or biodegradable paper bag. Yard waste includes, but is not limited to, grass clippings, leaves, vines, hedge and shrub trimmings, tree trimmings, tree limbs or other tree/shrub materials. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 4-feet in length and 2-feet in diameter). Yard waste does not include dirt, rocks, or root balls.
- d. Residential Containers - Solid waste refuse and recyclables shall be stored in standard totes provided by the hauler as per the terms of the contract. The successful hauler will provide a new solid waste tote and a new recycle tote to each residence including those planning to participate

in the rear-yard upgrade service prior to the start of the new contract. Residents will have a choice of a small (35 gallon), medium (65 gallon), or large (95 gallon) toter for both solid waste and recycle collections. Within two weeks of the award of the contract, the successful hauler will send out a post card to each residence at the haulers expense offering the choice of toter size to residents. City staff will work with the hauler to provide a mailing list of residents. If residents do not contact the hauler to confirm their preference in size of toters within 28 days of mailing of the postcards, the default size will be a medium toter (65 gallon). Contractor is to provide in the bid documents a written procedure and timeline to deliver plastic toters to each single family home in the City, both existing and future. The Contractor is encouraged to apply for available grant funding to lower the cost of providing each residence a plastic toter. The toters will include: construction of a heavy-duty plastic body, wheels, "allowable recyclables" text printed on lid when applicable, and utilize a close/tight-fitting hinged lid. City will have final approval of toter manufacturer and color of toter. Toters will also have RFID tags embedded into the plastic container. The successful hauler will provide, deliver, service, warranty and maintain the toters throughout the term of the contract at no additional cost to the city, however at the end of the contract, the toters will become the property of the City of Creve Coeur.

Yard waste shall be stored in unlined standard containers or in biodegradable paper bags, supplied by resident or 95-gallon container provide by the successful hauler as described below.

- e. Solid Waste Diversion Reward – The City of Creve Coeur aggressively supports recycling and encourages residents to recycle more. For every ton of solid waste that our residents recycle it eliminates a ton of material deposited in local landfills.

The more material that is collected through recycling not only creates revenue for the Contractor from the sale of the raw material, it also eliminates a dump fee paid for by the Contractor for that ton of material.

The city plans to work with the Contractor to stimulate residents to recycle more and the details of this program are listed in section 9 of these Specifications.

2. Solid Waste and General Requirements

- a. Curbside Collection - The Contractor shall provide solid waste collection, removal and disposal services to all residential dwellings (including condominiums that do not use dumpsters as described below but

excluding apartments) within the corporate limits of the City of Creve Coeur. There shall be once-a-week collection of solid waste from the curb in front of each dwelling. The hauler provided toters are to be placed at the curb before 7 AM on pick up day for that area at a place that is easily accessible to the collector. On collection days all containers and items of solid waste shall be placed at the designated collection point. All solid waste collected shall be immediately removed by the Contractor from the City of Creve Coeur. Residential service is unlimited and residents are not limited to the number of solid waste containers for weekly pick-up. Co-mingling of solid waste, yard waste, and recyclables will not be allowed.

- b. Collection Schedule – See Section 7
- c. Rear Yard Collection (Upgraded Service) – Rear Yard collection shall be defined as collection of solid waste at one location near the garage of the house requesting this upgraded service. The Contractor will not be required to collect solid waste from the inside of buildings. The participating property owner is responsible for the cost for this service upgrade, and is required to place trash in refuse bags tied shut for easy transfer to the collectors toter for disposal Arrangements for this service as well as billing and payments will be directly between the resident and the successful hauler unless resident qualifies for Handicap/Disabled Resident Service (see section 2d). The maximum charge per residence per month is fifteen dollars (\$15.00), however the prospective bidder may propose a lower fee on the bid form.
- d. Disabled Residents Pickup (Service provided to all who qualify) – Due to the City of Creve Coeur determining that basic service is to be curbside pick-up, the Contractor shall nonetheless provide rear yard collection service to physically disabled residents at no additional charge to City or such residents. Such residential disposal service shall be provided at the rear as defined above when the recipients of the service are not capable of placing containers at the curbside or street right-of-way because of physical disability. The Disabled Pickup service/collections will be considered incidental to the contract. Bidders are to provide reasonable procedures for residents to apply for and qualify for this special service. Contractor shall work with the city to create the necessary application forms. The Contractor shall be responsible to verify that a disabled discount recipient is a resident and there are no non-qualifying adult occupants. Contractor's procedures should include:
 - i. **Qualifications for Eligibility** – Resident submits a doctor's letter verifying the level of their disability. Confidentiality of medical information shall be preserved as required by law. Resident shall

- also certify that no other member of the household is capable of getting their trash and/or recycle containers to the curb.
- ii. **Enrollment Period** – Residents can enroll for this service at any time throughout the year (unlimited enrollment period) for duration of disability. Contractor may verify eligibility annually in its discretion.
 - iii. **Audit and Disputes** – The City will be able to audit compliance with this aspect of the program at any time. The City will make final decision on eligibility in the event of a dispute.
- e. Annexation – In the event of an annexation by the City of Creve Coeur, the Contractor shall offer services to all single-family residential homes and condos within said annexation area at the approved contract costs to be billed and collected by the Contractor at the same per-residence cost as services are provided to the balance of the City under this contract, as soon as the City is allowed to commence such collection as provided in Section 260.247 RSMo or other applicable law.
- f. Collection Vehicles - Contractor shall furnish new collection vehicles for the collection of solid waste, and recyclables in leak-proof vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded. If any collection vehicles leak on the City of Creve Coeur's streets or private property, the Contractor is responsible for the immediate cleanup, to the satisfaction of the Director of Public Works. Failure to cleanup leaks which includes but is not limited to liquid or solid waste spoils, engine oil, fuel, hydraulic fluid, etc. in a proper and timely manner will result in liquidated damages as stated in the contract.
- g. Radio Frequency Identification (RFID) – Collection vehicles shall be equipped with RFID readers and scales on hydraulic lift arms. Toters that are supplied by the hauler for solid waste and recycling shall have RFID tags embedded into the plastic container.

The successful hauler will provide weekly collection weight reports to the city for solid waste and recycle collection in electronic form. The data collected by the RFID system shall be delivered to the city in Excel or Access program format. Data form shall include:

- Date
- Tag Number
- Type of Collection
- Address
- Toter Size
- Weight of Collected Material

3. Recyclables

- a. Resident Recyclable Collection In Plastic Wheeled Toters with Lid - Recyclables are to be picked up once a week in Contractor-supplied containers from the curb line. Refer to recyclables (Specifications - Item 1b) as defined in the definitions for those items that are recyclable.

4. Yard Waste

- a. Christmas Tree Disposal – The Contractor will be required to pick-up Christmas trees at the curb during the month of January on the residents' regular yard waste collection day. One yard waste tag is required per Christmas tree.
- b. Yard Waste - The Contractor is to pick up, **once a week, throughout the entire year**, yard waste in biodegradable bags with tag attached or loose in City-approved reusable containers with lid(s). A yard waste tag may be attached to the lid or the handle (resident's choice), of each container per use (Contractor to remove and dispose of tag during pickup). Limbs can be bundled as described above with a yard waste tag and placed at the curb for pick-up.
- c. Yard Waste Tag Program – The Contractor will provide for residential purchase, a yard waste tag, design to be approved by the City, to be sold at the City government center and other locations as approved by the City Administrator or his designee. City will transmit payments for tags to Contractor. Contractor solely responsible for accounting with private merchants. The Contractor will be required to collect yard waste if the resident attaches a tag to the bag, bundle or container.
- d. Yard Waste Pre-Paid Bag Program – The Contractor will provide for residential purchase a pre-tagged/printed yard waste bag to be sold at the City government center other locations as approved by the City Administrator or his designee. City will transmit payments for tags to Contractor. Contractor solely responsible for accounting with private merchants. The Contractor will be required to collect yard waste if the resident uses the pre-tagged/printed bag.
- e. Yard Waste 12-month Contractor- Provided Toter Program – The Contractor will offer a twelve-month, weekly pickup, unlimited quantity, yard waste collection, to be paid for by the resident. As part of this contract, Contractor will provide a 95-gallon toter to the resident, for unlimited yard waste pickup. This twelve-month contract will not require any tags or pre-paid bags for any additional yard waste that does not fit in

the Contractor-provided container. Christmas tree disposal (limit 2) will be at no additional charge to participants of this program. The resident will be required to use the biodegradable paper bags or other City- approved resident-provided containers for the additional yard waste. Contractor shall bill the resident quarterly for this service. Current contractor has approximately 200 participants.

- f. Yard Waste Program Transition - In the event the City chooses a different contractor from the firm currently under contract, the new Contractor agrees to assist in the transition from one firm to another by honoring all yard waste tags and/or pre-paid collection bags purchased by residential units from the current Contractor until December 31, 2014. Similar transition will apply at the end of this contract.

5. Dumpsters

- a. Residential Dumpster Pricing - The Contractor will provide dumpsters as required to provide service to multi-family condominium buildings/complexes where individual containers are not used. Some of the containers belong to the condos and others belong to the present hauler, i.e. Republic Services. The bidders are advised of this situation so that they are prepared to furnish the containers at locations where the present containers belong to the present contractor. The Contractor is required to perform maintenance on condominium-owned containers/dumpsters at no cost to the City or condominium. Such maintenance will be considered incidental to the contract. The Contractor will be required to maintain all dumpsters (both Contractor and condominium owned) in good condition (i.e. no holes, remove graffiti, replace broken or missing lids, replace missing or damaged wheels, etc.), as determined by the Director of Public Works. Replacement dumpsters are required to be delivered within ten working days after written request is submitted to Contractor.

Each bidder shall indicate the charges of various size dumpsters, to be emptied a minimum of once a week. The cost for once-per-week collection from these dumpsters will be billed directly to the City as part of this contract, but the cost of additional weekly pickups for condos should be included in the response. A listing of the number of dumpsters, sizes and locations currently being serviced is included in the bid form. Additional condos in the city may be added at the unit cost proposed by the successful bidder.

The cost for recycling containers (95 gallon toter and/or recycle dumpsters) and recycle collection shall be included in the dumpster unit price for condominiums.

- b. Condominium Extra Collection Pricing - The cost for extra collections will be billed directly to the manager of the condominium using this service in accordance with the prices quoted with the list submitted as required in the bid documents.
- c. City Owned Facilities - The Contractor will be required to provide solid waste, yard waste, and recyclable collection services to all City-owned facilities at no additional cost to the City. These collections will be considered incidental to the contract. The Contractor will be required to provide the following dumpsters and collection schedule as outlined below:
 - i. City Government Center – 300 N New Ballas Road, one – 6CY dumpster (solid waste) collected three times a week; 12 - 95 gallon residential toters (recycle) collected once a week.
 - ii. Municipal Garage – 996 East Rue De La Banque Drive, one – 6CY dumpster (solid waste) collected twice a week; and one – 20CY roll off (yard waste) collected on an as needed basis.
 - iii. Millennium Park – 2 Barnes West Drive, one- 2CY dumpster (solid waste) collected once a week.
 - iv. Dielmann Recreation Center Ice Rink/Golf Course – 11400 Old Cabin Road, one – 4CY dumpster (solid waste) and one – 4CY dumpster (recycle) both collected twice weekly
 - v. City Street Sweeping Program – two -30CY dumpsters (solid waste), collected when filled, at various locations during street sweeping contract (as directed by the City).
- d. Special Events – The Contractor will be required to provide solid waste, and recyclable collection services for City-sponsored special events (up to three events per fiscal year, but an event may run for multiple days), at no additional cost to the City. These collections will be considered incidental to the contract. The Contractor will be required to provide dumpsters and/or toters two days before the events at locations designated by the Director of Public Works. All dumpsters and toters to be removed by the Contractor before 7:00 AM on the Monday after a weekend event or within 24 hours of conclusion of a weekday event.

6. Customer Service

- a. Customer Service Standards - All complaints (including missed pick-ups) received by the Contractor directly from residents or from the City before 2:00 p.m. shall be abated by 5:00 p.m. on the day the complaint was received. All complaints received after 2:00 p.m. shall be abated by 12:00 noon the following calendar day. Missed pickups shall be abated regardless of whether required tags were originally attached, so long as required tags are attached at time of abatement. The Contractor shall follow-up all complaints by speaking with each complainant (or other responsible representative of the complainant) to insure that the complaint

has been resolved to the satisfaction of the complainant. The Contractor shall maintain a daily log of all complaints received and time that complaint was abated; furthermore, the Contractor shall provide a monthly report to the City, which will include copies of the daily reports for the prior month. The City will also maintain a complaint log.

- b. Customer Service Center - The Contractor will operate and maintain a Customer Service Center (CSC) with telephone lines dedicated for use by City residents and the City and subject to the following minimum standards: 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; and 8:00 a.m. and 12:00 noon on Saturday. During such time, all calls must be answered by a trained Customer Service Representative (CSR) – the system must answer the call within 5 rings and a customer shall not be on hold for more than 60 seconds; All complaints must be given prompt and courteous attention; 2) during all other times, calls to the CSC will be received by an answering service or machine, to be returned by noon of the next business day; 3) all CSRs are required to give their first name and id number when answering a call; 4) supervisory personnel must respond to any request for intervention within two hours of the request; 5) the Contractor shall implement procedures whereby complaints can be received via fax and e-mail, with relatively the same response time as telephone calls; 6) the use of E-mail by the Contractor is **REQUIRED** for efficiency and a higher standard of service. The Contractor shall use the existing City procedure to send and receive e-mails from City staff; 7) Contractor is required to have at least two trained staff members to assist with customer service during normal business hours for this contract. Names of the contractor's trained personnel will be provided to the City along with e-mail addresses, direct office phone numbers, and cell phone numbers.
- c. Contractor Report Daily – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. Daily, prior to 9 a.m., a responsible representative of the Contractor shall report to and receive from the Director of Public Works of the City or his designee any and all complaints and reports of missed pickups regarding said collection service. Daily, prior to 2 PM, a responsible representative of the Contractor shall report to and receive from the Director of Public Works of the City or his designee any and all complaints and reports of missed pickups regarding said collection service. Daily, prior to 4:45 p.m., a responsible representative of the Contractor shall report to said Director of Public Works or his designee that all justified complaints and missed pickups regarding the collection service have been abated and to receive any and all complaints and reports of missed pickups regarding said collection service. The Public Works office will keep time records to monitor that the above noted requirements are followed.

- d. Publicity - The Contractor shall provide adequate publicity to all residential dwelling units within the City of Creve Coeur as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, submission of an approved article for publication and distribution in one (1) issue of the City's monthly newsletter; and at least one mailing to each residential dwelling unit within the city limits of the City of Creve Coeur indicating the date of change-over, the day of collection for the different types of collections, availability and ordering or rear-yard pickup, availability of and eligibility for disabled services, what items are collected and how they are to be stored, and the telephone number of the Contractor's office where questions or complaints can be handled, as well as pertinent e-mail addresses and website. Such publicity shall be approved by the Director of Public Works, prior to distribution or publication.
- e. Brochure - The Contractor will be required to pay and arrange for the printing and distribution to all residential pickup locations, the "City of Creve Coeur Resident's Guide to Trash Collection", giving instructions about the collection program and providing educational material concerning the collection of solid waste, yard waste and recyclable materials. The City will work with the Contractor in developing the content for this publication. Printing and distribution of the brochures will be required at the beginning of each year of the Contract, beginning in July 1, 2014 and again in each of the following contract years on July 1. Such brochure shall be approved by the Director of Public Works, prior to distribution or publication. Contractor shall also provide 250 extra brochures city staff to make them available to the public at the Government Center, as well as versions suitable for posting on the City website and for e-mail distribution. Contractor shall also comply with County notification requirements.
- e. Sorry Notes - Any solid waste, recyclables or yard waste not meeting the requirements herein shall not be collected. In such an event the Contractor shall affix thereto a "Sorry Note" to be placed on the material stating the reason it was not collected. The date, address and reason that the "Sorry Note" was issued shall be reported to the City. The Contractor shall, at its own cost, provide "Sorry Notes".
- f. Magnets - Contractor will provide and deliver along with toters, a refrigerator magnet identifying the hauler's name and contact information. In addition, the magnet shall identify the list of recyclable items. Contractor to work with city staff on the design said magnets.
- g. Records - The Contractor shall submit accurate monthly records of the total volumes or weights of each category of solid waste, yard waste, and

recyclables collected within the City by the fourteenth (14th) calendar day of the following month. The recyclable tonnage documentation required must be submitted by the Material Recovery Facility (MRF) in the form of a "Point of Origin Report." This report must be sent directly from the MRF to the City and a copy to the Contractor. At a minimum the information described in Appendix C must be reported.

- h. All Contractor billing practices shall be subject to approval by the Director of Public Works, which shall not be unreasonably withheld.

7. Schedules and Routes

- a. Collection Schedule – The pick-up of solid waste, recyclables, and yard waste from a single premise is required to be on the same day. The collection schedule will be as follows:

<u>Day of the Week</u>	<u>Collection Area</u>
Monday	Ward 1
Tuesday	Ward 2
Wednesday	Ward 3
Thursday	Ward 4
Friday	Make-up day and pick up misses

See attached Ward Map for Ward boundaries

- b. Holiday Schedule - No collections shall be required on the following annual legal holidays: January 1, the last Monday of May, July 4, the first Monday of September, the fourth Thursday of November and December 25. Regular collections that fall on a holiday will be collected by the Contractor on the next day, and the remaining pickup days for the week will shift accordingly. The Contractor shall submit a "Holiday Schedule" schedule to the city by December 15 each year of the contract referencing the collection dates on holiday weeks for the ensuing year. The city will publish on the city website and in the city newsletter.
- c. Collection Routes - The Contractor shall further establish routes for the collection of solid waste, yard waste, and recyclables that are suitable, economical and efficient for their operations and consistent with the prompt and complete performance of the service. The Contractor's collection schedule and collection routes shall be filed with the Director of Public Works. Such collection schedules and collection routes shall not be changed without the written approval of the Director of Public Works nor until written notice of such change is provide to all households.
- e. Collection Times - No collections shall be made before 7:00 am or after 5:00 PM, except for collection of City-owned facilities, which may be picked-up between 7:00 AM to 6:30 PM. No collections shall be made

from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holidays as described above.

8. Special Pick-ups

- a. White Goods/Appliances - shall be defined as major appliances (as defined by Section 260.200 RSMo) and any other items that cannot be disposed of at landfills, not including hazardous or infectious waste. The resident must schedule the pick-up with the Contractor with at least 48 hours notice, prior to pick-up. Each pick-up of this type shall be billed directly to the resident for a maximum \$25 fee per item, however bidders may choose a lower dollar amount on the bid form. Construction materials generated by builders are not included.
- b. Bulky Goods/Furniture - shall be defined as residential non-putrescible waste that would qualify as solid waste except that it is too large or too heavy to be safely and conveniently loaded by one person into waste transportation vehicles, but shall not include items that may not be disposed of in a landfill. Residents must schedule the pick-up with the Contractor with at least 48 hours notice, prior to pick-up. Residents are allowed two (2) pick-ups at no cost per year. These by-appointment pickups shall fulfill County requirements for biannual scheduled pickups. Per the County Ordinance, free pickups are limited to five (5) items per pickup. Each item shall weigh no more than 60 pounds. Each additional pick-up Bulk Goods pickup shall be billed directly to the resident by the hauler for a maximum \$25 fee per item, however prospective bidders may choose a lower dollar amount on the bid form. Construction materials generated by builders are not included.

9. General

- a. **Unightly Conditions** - When the accumulation of recyclables creates an unsightly, unsanitary, or hazardous condition, in connection with any multiple dwelling, the Contractor shall work with the building owner to provide tank-type container(s) of a size and number sufficient to contain the recyclables between collections.
- b. **Cleanliness** - In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive or public place, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas. In addition, the Contractor will not be allowed to store totes or containers of any kind in common areas or in the City right-of-way.

c. Tonnage and Dwelling Units –

During the year 2012, the City's residential units generated the following:

Solid Waste	3,608 Tons	67%
Recyclables	1,749 Tons	33%
Yard Waste	3,357 CY	

During the year 2011, the City's residential units generated the following:

Solid Waste	3,702 Tons	66%
Recyclables	1,893 Tons	34%
Yard Waste	2,997 CY	

During the year 2010, the City's residential units generated the following:

Solid Waste	3,720 Tons	67%
Recyclables	1,840 Tons	33%
Yard Waste	3,003 CY	

During the year 2009, the City's residential units generated the following:

Solid Waste	3,771 Tons	71%
Recyclables	1,553 Tons	29%
Yard Waste	3,479 CY	

Four-year average for these services:

Solid Waste	3,701 Tons	68%
Recyclables	1,759 Tons	32%
Yard Waste	3,209 CY	

The City estimates that at the time of preparation of these specifications it has approximately 5,520 residential dwelling units subject to the contract. The breakdown is as follows:

Single Family	5,020 Units
Condos	500 Units
Total	5,520 Units

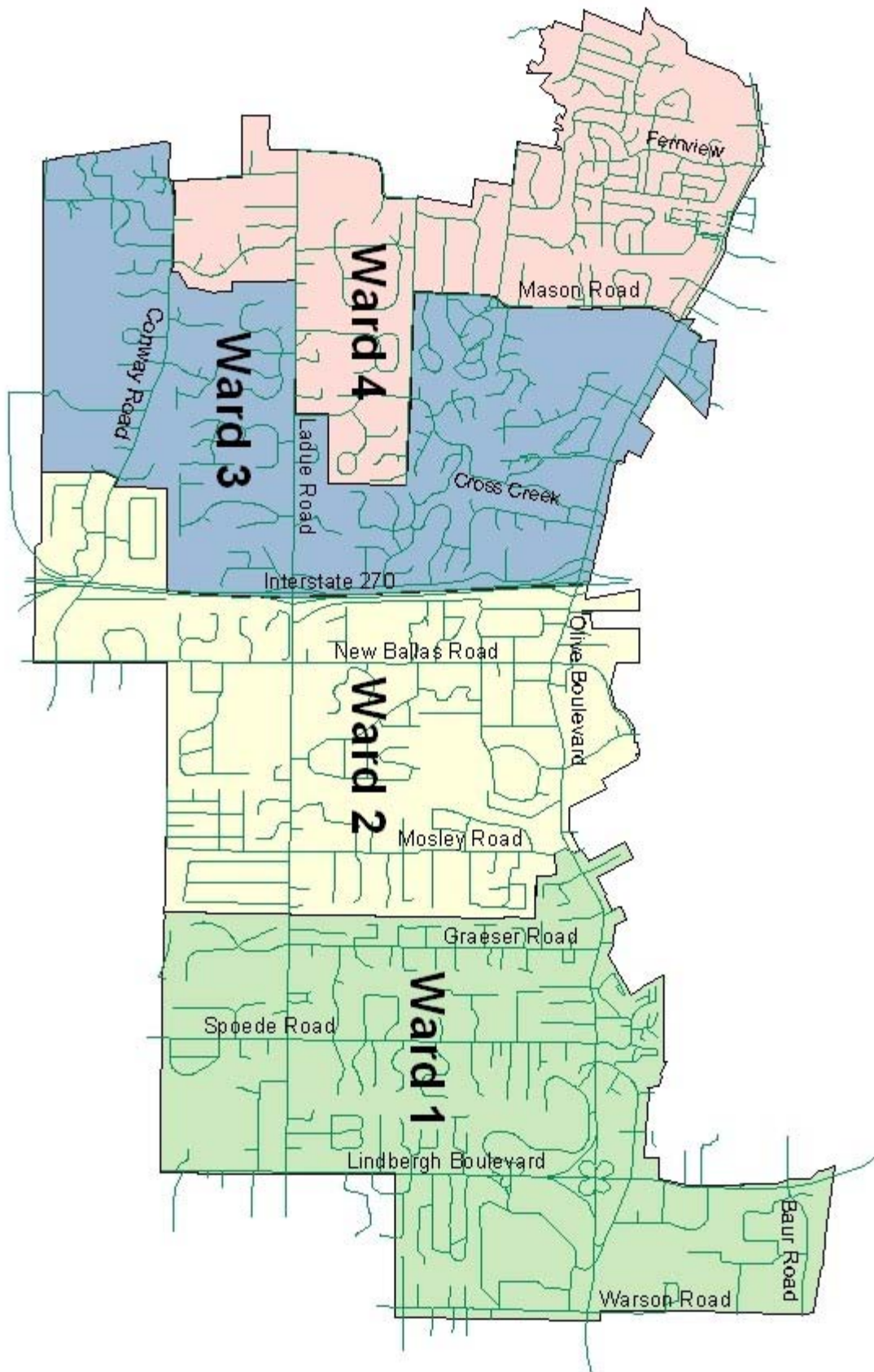
For the purposes of payment under this Contract, the City and the Contractor shall complete an audit of the number of residential dwelling units at the beginning of each fiscal year (July 1) and make adjustments to the contract price based on the cost per unit as bid. Payment for curbside collection will be made upon the number of residences where toters for trash and recycle collections are placed at the curb for pick-up. Multi-unit condominiums which receive dumpster shall be paid at the dumpster rate only.

It is the intent of the City that services shall be extended to all new dwelling units constructed and occupied without adjustment in price for that year. The City does not anticipate substantial residential construction during any one year in the life of the contract. Adjustments will also not be made for buildings which are demolished during the year.

- d. **Solid Waste Diversion Reward** – A solid waste diversion reward shall be given to the city for every ton of material that is diverted from the solid waste landfill. The reward should be paid to the city within 30 days of the end of each year of the contract and shall be based on the number of tons of recycling collected. The per ton compensation shall be a minimum of ten dollars (\$10) per ton or 50% of the average market value of the raw single stream recycle material for the previous year, whichever is greater.
- e. **Performance Bond** - The Contractor shall furnish to the City a performance bond or an escrow in lieu of a performance bond acceptable to the City in the sum equivalent to one hundred (100%) percent of the contract price for one (1) year with sureties approved by the City indemnifying the City against the Contractor's failure or inability to comply with the terms of the City-Contractor Agreement or the provisions of these specifications.
- f. **Insurance** - The Contractor shall provide a certificate of insurance as described below and shall indemnify, defend and hold harmless the City and its elected officials, officers, employees, and agents from any liability, claim, damage, or cause of action which may be sustained by or asserted against the foregoing, directly or indirectly or in any manner arising out of the performance or failure of performance on the part of the Contractor (including any subcontractor), and shall cover each vehicle used in the work covered by this agreement. The amount of such liability insurance shall not be less than \$5,000,000 combined single limit coverage. In addition, the Contractor shall carry Worker's Compensation Insurance in such amount as is prescribed by the statutes of the State of Missouri.

The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried from a firm or corporation satisfactory to the City of Creve Coeur and duly licensed or permitted to carry on such business in the State of Missouri. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City. All certificates of insurance shall specifically list the City of Creve Coeur and its elected officials, officers, employees, and agents as additional primary insureds. All necessary endorsements to effectuate additional insured coverage shall be provided.

- g. Laws** - The Contractor will be required to obtain all licenses and permits and comply with all City ordinances and regulations. The Contractor shall at all times comply with all ordinances and regulations of St. Louis County, and any statutes, rules and regulations issued by the State of Missouri or the United States. Annual certifications and affidavits shall be provided as required.



Special Provisions

1.0 CONTRACTOR RESPONSIBILITY

In the event of a work-related strike by the Contractor's employees, the Contractor shall guarantee continuation of normal residential solid waste, yard waste and recyclable collection service to the City.

1.1 In recognition of inflationary costs, bid costs for the 2nd, 3rd, 4th, and 5th contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor from the June to June (i.e. June 2014 to June 2015 for the 2nd year) with a 4% cap on any yearly increase.

1.2 Title to all waste shall be vested in the Contractor upon placement in the vehicle.

1.3 All solid waste and recyclables shall be immediately removed from the City. No loaded or partially loaded vehicles will be allowed to park within the City overnight.

1.4 Any and all spillage of solid waste, yard waste or recyclables, at any stage of the collection or transportation operation, shall be retrieved immediately.

1.5 The collectors and truck operators shall exercise care to keep noise at a minimum particularly during early morning hours.

1.6 Collectors shall securely replace lids on all storage containers after emptying (no lids upside down, no open totes), put containers back in their original location and shall not abuse said containers and lids. The contractor shall replace storage containers and/or other facilities damaged by the collector, with like facilities.

1.7 The Contractor shall survey the City prior to submission of their proposal to evaluate all conditions that may affect said proposal. All bidders shall tour the City and familiarize themselves with the work contemplated in the bid proposal. Submission of a bid shall be deemed conclusive evidence that such a tour has been made by the bidder and shall constitute a waiver by each of all claims of error in bid, withdrawal of bid or payment of extras or any combination thereof related to matters observable by means of such inspection.

2.0 Additional Collection Requirements

Service shall be provided in a workmanlike manner.

2.1 The Contractor shall immediately and completely remove all spillage and residue of waste at any stage of the collection and transportation operation. Any residential solid waste, recyclable or yard waste spilled or blown during transport or transferring, shall be retrieved immediately.

2.2 No waste shall be transported in the loading hoppers of trucks.

2.3 Compactor-type vehicles shall not enter upon private property, except private streets, nor shall driveway aprons or sidewalks be used to facilitate a turn around. Properties damaged by the Contractor shall be replaced or repaired promptly with like properties by the Contractor at its sole expense.

2.4 Billing for any services provided beyond the base service level shall be handled by the Contractor. The resident shall be billed directly for said services by the Contractor and the City shall bear no responsibility for any uncollectibles.

3.0 REPORTS TO THE CITY

3.1 The collection supervisor shall contact the Director of Public Works, or a designated representative, to report observed resident violations of City solid waste, yard waste and recyclables ordinances and collection regulations. The contractor or the City will notify the residents of any violations, as determined by the City.

3.2 The Contractor shall submit an accurate monthly record of the quantity and capacities of containers serviced at each condo by the eighth (8th) working day of the month following

3.3 The Contractor shall submit an accurate certified monthly record of total net tons of recyclables collected within the City by the eighth (8th) working day of the month following. In addition, the Contractor shall submit weekly trash and recycle collection weight reports generated by the RFID system in either excel or access program format.

4.0 VEHICULAR REQUIREMENTS

All vehicles used within the City in the performance of this contract shall:

4.1 Carry evidence of a current State of Missouri safety inspection.

4.2 Vehicles will be kept clean for appearance and suitability for waste collection in a manner that prevents spillage. Small pick-up trucks may be provided with a retractable cover.

4.3 The gross axle weight of a disposal vehicle shall not exceed 15 tons. The gross vehicle weight of the disposal vehicles shall not exceed 30 tons for single axle trucks and 45 tons for tandem axle trucks.

4.4 No truck will be allowed to be parked in the City overnight, except in case of extreme emergency. Contractor will notify City Police Department.

5.0 PENALTIES AND FINES

In the event that the Contractor shall fail or refuse to perform its duties and

obligations, or shall fail to comply with any of the specifications, or shall become insolvent or shall become the subject of a proceeding in bankruptcy (including any proceeding under Chapter 11 of the Bankruptcy Act), or shall become the subject of any proceeding for the appointment of a receiver, or in the event of an assignment of assets by the Contractor for the benefit of its creditors, or the taking of the Contractor's trucks, equipment, vehicles or other facilities used in connection with the performance of the work under any execution against the Contractor, or shall fail to comply with any ordinances of the City, the City may at its option declare the Contractor to be in breach of the agreement, and the City may without notice terminate the agreement and declare same forfeited and terminated, and the City's remedies shall include, but not be limited to, collection on the Performance Bond posted by the Contractor. The City will recover additional costs, if incurred, during the legal proceedings against the contractor, including attorney fees.

5.1 The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services as specified in the contract. For this purpose, a "Miss" is defined in section 6a under Customer Service:

- a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day, and an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; and
- b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed two or more times in a four week period; and
- c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required hereunder within the provisions of the contract documents; and
- d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.

For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

5.2 The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

Such forfeiture may, at City's discretion, be accomplished by deducting the forfeited amount from any payment due Contractor by City.

5.3 The contract shall not be assignable or transferable by the Contractor, nor shall any service be performed by a subcontractor for the Contractor without the prior consent in writing of the City, by action of the City Council.

6.0 TERM AND OPTION FOR EXTENSION

The term of the agreement shall commence on July 1, 2014 and end on June 30, 2019. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2019. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2019. The contract price during this extension period shall be at the same schedule of rates as the previous year (2018-2019), increased by the percentage increase, if any, in the cost of living between the month of June, 2018 and the month of June, 2019, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

7.0 CITY CODE REVISION

If the present City Code is in conflict with major provisions of the collection options selected by means of contract award to the successful Contractor, a code revision will first need to be made.

Appendix A**PREVIOUS EXPERIENCE AND PERFORMANCE REFERENCES**

Bidder's Company Name: _____

Instructions: Complete this form for each of three (3) references for the bid proposal. Experience must be relevant to the activities described in this document.

PERFORMANCE REFERENCES AND PROJECT SUMMARIES:

Topic/Project Title: _____

Performance Reference Contact Person: _____ Phone Number: _____

(Name/Title)

Indicate if Your Company Was:

_____ Primary Contractor

Total Project Cost (\$): _____

_____ Subcontractor

Your Company's Portion (\$): _____

Client (Company Name): _____

Street Address: _____

City/State/Zip Code: _____

Phone Number: _____ FAX Number: _____

Program Location: _____

Program Date: _____ Number of Persons Impacted: _____

List Personnel Involved in Project (Include resumes): _____

Program Summary (including length of contract, current status, program results, etc.):

Appendix B

ENVIRONMENTAL PREFERENCE

The City of Creve Coeur promotes environmentally sustainable practices by purchasing environmentally preferable products when cost, quality, variety, quantity, delivery time, and other defined specifications are no significantly inferior to competing commodities and services. Whenever possible, proposals shall provide applicable information relating to how the vendor's product is environmentally preferable. Environmentally preferable products are commodities or services that carry the certification of one (1) of the following national independent environmental certifying programs:

- EPEAT (Electronic Product Environmental Assessment)
- Energy Star
- Environmental Choice (Canada EcoLogo)
- Forest Stewardship Council
- Green Guard for Children and Schools
- Green Seal
- Green-e
- USDA Organic

Or that assume one (1) or more of the following qualities to a greater degree than comparable commodities and services:

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon-free (CFC-free)
- Compostable
- Durable or reusable, as opposed to single-use or disposable
- Energy efficient
- Heavy-metal free (e.g. no lead, mercury, cadmium)
- Less hazardous
- Low volatile organic compound (VOC) content
- Low-toxicity
- Made from rapidly renewable materials
- Persistent, bioaccumulative toxic free (PBT-free)
- Procured from vendors and contractors that follow green policies in their own operations

- Produced locally or regionally (to minimize environmental costs associated with shipping)
- Recyclable
- Recycled content
- Reduced greenhouse gas emissions
- Reduced packaging, especially polystyrene
- Refurbished
- Resource efficiency
- Upgradeable
- Water Efficient

Appendix C
SOLID WASTE/RECYCLING/YARD WASTE MONTHLY VOLUME
REPORT
FOR THE CITY OF _____
MONTH OF _____

	TONS	MTD	YTD
SOLID WASTE			
RECYCLE			
YARD WASTE			

Percent of households utilizing recycling services each month. _____

Recommendation for increasing the volume of recycling materials collected.

BID PROPOSAL FORMBID TIME _____
BID DATE _____

TO: THE CITY OF CREVE COEUR

The bidder declares that it has had an opportunity to examine the site of the work and it has examined and understands the Contract Documents (defined as the Instructions to Bidders, Specifications, Special Provisions, Bid Proposal Form, and City-Contractor Agreement, and any Addenda) therefore, and that it has prepared its proposal upon the basis thereof, and having carefully examined the City, for the

**Residential Solid Waste, Yard Waste and Recycling Waste Collection,
Removal and Disposal Bid For 2014-2019**

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said work in accordance with the said Contract Documents for the following itemized bid.

(Signature)_____
(Print Name)_____
(Company Name)_____
(Address)_____
(Telephone Number)

BID PROPOSAL FORM

RESIDENTIAL SOLID WASTE, YARD WASTE, AND RECYCLING WASTE COLLECTION, REMOVAL, AND DISPOSAL FOR 2014-2019

CITY OF CREVE COEUR, MISSOURI

The undersigned hereby submits the following bid to furnish the City of Creve Coeur with solid waste, recyclables, dumpster collection and yard waste collection, removal and disposal as specified in the bid specifications. **The actual cost increase for future years will depend on the previous year's CPI - Transportation, with a 4% cap as stated in the contract documents.**

Item I – Solid Waste	<u>Monthly Cost</u>	<u>Annual Cost</u>
1. a. Single family including single unit condos, pick-up solid waste once a week (Curbside pick-up paid for by the city)	\$ _____	\$ _____
b. Option: 2X Curbside pick-up, Resident may pay Contractor directly for twice a week curb pickup. (Upgrade price for second weekly curbside pickup)	\$ _____	\$ _____
2. a. Single family including single unit condos, pick up solid waste once a week Resident may pay contractor directly for rear yard pick-up. Maximum charge per residence per month is fifteen dollars (\$15.00), however the bidder may propose a lower fee. (Upgrade price for once a week rear yard service)	\$ _____	\$ _____
b. Option: 2X Rear yard pick-up Resident may pay contractor directly for twice a week rear yard pickup. Maximum charge per residence per month for second weekly pickup is fifteen dollars (\$15.00), however the bidder may propose a lower fee. (Upgrade price for second weekly pickup rear yard service)	\$ _____	\$ _____

Item II – Recyclable Materials

	<u>Monthly Cost</u>	<u>Annual Cost</u>
1. a. Curbside Pickup of Recyclable Materials once a week (Curbside pick-up paid for by the city)	\$ _____	\$ _____

Item III - Miscellaneous

1. White Goods – Metal Appliances Resident schedules pickup with Contractor and pays Contractor directly for this service. (Maximum \$25/item)	\$ _____ (Per Item)
2. Bulky Goods – Furniture/Large Items Resident schedules pickup with Contractor	
a. Two free annual pickup	\$ 0.00
b. Cost for additional pickups within the same year (Maximum \$25/item)	\$ _____ (Per Item)
3. Yard Waste	
a. Tag Cost for Yard Waste Pickup	\$ _____
b. Cost of pre-paid Biodegradable Yard Waste Bag for Pickup	\$ _____
c. Cost to resident for yearly rental of a 95 Gallon plastic toter* with wheels, cover, and unlimited yard waste collection service. (Service paid for by residents)	\$ _____

* City to approve type of toter used by Contractor for this contract.

***Bidders may provide a fee schedule with a breakdown of individual items (car batteries, refrigerator, tires, etc.) at their discretion.

Item IV – Solid Waste Diversion Rewards

- Contractor will share profits as a recycling incentive. Payments to the city will be ten dollars (\$10) per ton or 50% of the per ton market value of the raw single stream recycled material, whichever is greater. The city shall receive payment for every ton of recycled material collected by the hauler. (See item 9d on page S-14 for details).

Item V – Sustainable Practices and Procedures

1. Does your fleet burn CNG as a fuel source? _____
2. Does you landfill capture and reuse methane gas? _____

(See Appendix D for Environmental Efficiency Policy Requirements)

Bidder may include additional material in bid explaining how they address any of the energy conscious efforts and environmentally friendly practices executed by their company which are identified in Appendix B.

Item VI - CONDO DUMPSTER SOLID WASTE AND RECYCLE PICKUP

	<u>Current Use</u>		<u>Monthly Unit Cost</u>	<u>Annual Cost</u>
	Single Pickup per week			
	1 CY Once A Week	0 Units	\$ _____	\$ _____
	2 CY Once A Week	44 Units	\$ _____	\$ _____
	3 CY Once A Week	4 Units	\$ _____	\$ _____
	4 CY Once A Week	5 Units	\$ _____	\$ _____
	6 CY Once A Week	0 Units	\$ _____	\$ _____
Optional: Additional Pick-up Per Week	1 CY Additional Pick-up	0 Units	\$ _____	\$ _____
	2 CY Additional Pick-up	8 Units	\$ _____	\$ _____
	3 CY Additional Pick-up	1 Unit	\$ _____	\$ _____
	4 CY Additional Pick-up	0 Units	\$ _____	\$ _____
	6 CY Additional Pick-up	0 Units	\$ _____	\$ _____

The City has the following Condos with their solid waste container sizes and quantities:

Briarcliff I and II
1 of 4 CY – 970 Spodee Road

(1x per week)
3 of 2 CY – 1010 Thoreau Court

(1x per week)
 3 of 2 CY – 1033 Wilton Royal Drive
 (3x per week)
 2 of 4 CY – 10936 Vauxhall Court
 (1x per week)

Saratoga

***3 of 2 CY Compactors (2x per week)
 2 of 2 CY Loose Containers (2x per week)

Villas at Golfview - 561 Sarah Lane

***2 of 2 CY Compactors (1x per week)
 2 of 2 CY Loose Containers (1x per week)

Courtland Hall 950 E Rue de la Banque

1 of 4 CY (1x per week)

Summit Lofts – 630 Emerson Rd.

1 of 2 CY 2 of 3 CY (1x per week)
 2 of 2 CY (1x per week)

Coeur De Royale

13 of 2 CY Compactors (1x per week)

Old Ballas Village

624 Old Ballas Road

6 of 2 CY (1x per week)

1 of 4CY (1x per week-Yardwaste)

Carriage House Manor

920 to 942 Guelbreth 1 of 3 CY (2x per week)

Woodbridge Condos

11920 Old Ballas 2 of 2 CY (1x per week)

Golfview at the Green - 590 Sarah Lane

4 of 2 CY (1x per week)

***2 of 2 CY Compactors (1x per week)

Somerfor Condos – 246 Somerfor Place

1 of 3 CY (1x per week)

***** Condominium Owned Dumpsters**

 (Signature)

 Printed Name / Title

 Company Name

 Telephone #

 Address

 Fax #

 City, State and Zip Code

 Date

NON-COLLUSION AFFIDAVIT

STATE OF _____ ,

COUNTY OF _____,

_____, being first duly sworn, deposes and says that he is _____* (sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

(Title)

Subscribed and sworn to before me this ____ day of _____, 2013.

Seal of Notary

Notary Public

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation (or limited liability company), the following certificate shall be executed:

I, _____, certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then _____ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing each signer's authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with an official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2013, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and

_____,
a _____ with offices at _____ (hereinafter called the "Contractor"). The subject matter is identified as Residential Solid Waste, Yard Waste and Recyclable Waste Collection, Removal and Disposal, Project No. PW-2014-2019.

WITNESSETH:

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

ARTICLE I**The Contract Documents**

The Contract Documents consist of the Non-Collusion Affidavit, Performance Bond, Specifications, Special Provisions, all Addenda, Bid Form, and all Modifications issued after execution of this Contract, which 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 Specifications 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. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents and that it 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**

The period of the Agreement shall commence on July 1, 2014, and terminate on June 30, 2019. The City shall have the option to extend the Agreement for an additional five (5) years, commencing on July 1, 2019. Should the City elect to exercise this option, it shall give written notice of the exercise of such option to the Contractor not later than May 1, 2019. The contract price during this extension period shall be at the same schedule of rates as the previous year (2018-2019), increased by the percentage increase, if any, in the cost of living between the month of June, 2018 and the month of June, 2019, as determined by the St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor. A similar process will take place for the following years. No annual increase shall exceed 4%.

ARTICLE IV**The Contract Sum and Payments**

In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and service herein contemplated, in conformity with the terms, Specifications and covenants herein contained, the City agrees to pay to the Contractor as follows as full compensation for said work and services:

_____.

In recognition of inflationary costs, bid costs for the 2nd, 3rd, 4th, and 5th contract year will be increased per the change in St. Louis Consumer Price Index for Transportation, published by the Bureau of Labor Statistics of the U.S. Department of Labor from the

June to June (i.e. June 2014 to June 2015 for the 2d year) with a 4% cap on any yearly increase. Each yearly contract shall be paid in equal monthly installments.

Contractor shall share profits with the city for increasing recycling by means of the Solid Waste Diversion Rewards program. Annual payments shall be made at the end of each year based upon 50% of the value of eliminated dump fees and recycling revenue as described in the bid documents.

ARTICLE V

Performance of the Work

The Contractor shall forfeit the following sums to the City as liquidated damages for failure to perform the stated services for each and every day that it fails to comply with the provisions of the Contract Documents:

- (a) Contractor shall forfeit the sum of twenty-five dollars (\$25) as liquidated damages to the City, for each home missed on any collection day and an additional twenty-five dollars (\$25) as liquidated damages to the City, for each missed home not timely abated; and
- (b) Contractor shall forfeit the sum of one hundred dollars (\$100) per miss as liquidated damages to the City, for each repeat home missed on any collection day two or more times in a four week period; and
- (c) Contractor shall forfeit the sum of one thousand dollars (\$1,000) as liquidated damages to the City, for each and every instance that the Contractor fails to complete the collection of waste from more than 20 homes on the scheduled day as required under the provisions of the contract documents: and
- (d) The additional sum of two thousand five hundred dollars (\$2,500) if the Contractor shall fail to complete required collections of waste from more than 20 homes

as required hereunder on the scheduled day more than two (2) times in any eight (8) week period.

(e) For any other failure to comply with the provisions of the contract, the Contractor shall pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day.

These damages shall be deducted by the City from any sums of money that may be due or shall become due to the Contractor under this contract. Snow or ice on public roads shall not be considered an act of God, provided the road is useable by the Contractor in the determination of the Director of Public Works.

The Director of Public Works shall be obligated to advise the Contractor in writing of the City's intention to impose such forfeiture and the reasons therefore. The Contractor shall have the right to a meeting with City Administrator prior to final imposition of liquidated damages hereunder and may request a meeting within five (5) business days of receipt of notice.

ARTICLE VI

Changes in the Work

Contractor shall not assign or sublet any part of the work embraced herein without the express prior written permission of the City. 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. Construction or demolition of homes during a year shall not constitute a change in terms of charges to the City, but there shall be an annual determination of the number of residential units for billing purposes. All 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 Contract Documents. 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 Contract Documents.

ARTICLE VII**Termination by City or Contractor**

(a) Except for charges expressly required to be billed to residents under the Contract Documents, solicitation, acceptance, or demand for compensation of any kind whatsoever on the part of the Contractor or its employees from owners, tenants, or occupants of any household for whom collection is rendered under the terms of the Contract Documents is prohibited and shall in the discretion of the City, constitute grounds for termination of this Agreement.

(b) If the Contractor is adjudged as 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 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 its surety, terminate the Contract.

(c) This contract may be terminated by the City, in its sole discretion, by giving thirty (30) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend the work.

ARTICLE VIII**Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier (or carriers) acceptable to the City and will indemnify, save and hold the City and its elected officials, officers, employees and agents (the "Indemnified Persons") harmless and defend them from any suit, action, claim or demand of any type or nature whatsoever growing out on the collection and disposal of solid waste, recyclables and yard waste by the Contractor (including by any subcontractor):

The policy(ies) shall be endorsed to cover the contractual liability of the Contractor under the Contract Documents.

The Contractor and its approved 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 \$5,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$5,000,000 each person

\$5,000,000 each occurrence

Property Damage: \$5,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death: \$5,000,000 each person

Property Damage: \$5,000,000 each occurrence

\$5,000,000 aggregate

The Owner's Protective policy shall name the City as an 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, its elected officials, officers, employees and agents are additional primary insureds."** Such insurance policy or policies and all endorsements shall be filed with the City together with the certificate of the insurer that

the policy or policies are in full force and effect and will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City.

If any circumstance shall arise in which any of the Indemnified Persons are entitled to indemnity or defense from Contractor pursuant to this Agreement, the affected Indemnified Person(s) shall notify Contractor in writing, and it shall immediately assume the defense thereof, including the employment of counsel. The Indemnified Person(s) shall have the right to employ separate counsel in any such action and participate in the defense thereof, and the fees and expenses of such counsel shall be at their own expense.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The Contractor will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

The Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor

agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The Contractor will comply with all provisions of federal, state and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination. In the event that any or all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Creve Coeur having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year therefrom.

In the event that any or all of the foregoing provision(s) shall 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 parties contracting with the City of Creve Coeur from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE XII

The Work

Contractor shall furnish sufficient competent labor therefore and shall make collections of solid waste, recycables, and yard waste combined from all residential premises in the City of Creve Coeur, including condominiums but excluding apartments, and from all solid waste containers maintained by the City from all City of Creve Coeur facilities requiring service as described in the Specifications and will not permit any nuisance to be created.

ARTICLE XIII

Arbitration

The parties agree to submit any and all disputes arising hereunder to mediation, and if mediation is unsuccessful then to arbitration by a single arbitrator, in accordance with the rules of the USA&M. The arbitrator shall apply the substantive law of Missouri. The arbitration proceeding shall take place in St. Louis County, Missouri. There shall be no substantive

motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to insure a fair private hearing, which shall be held and completed within 180 days of the demand for arbitration. The prevailing party may be awarded its reasonable attorney's fees and all reasonable expenses and costs, in addition to all other available remedies. Judicial review of the arbitrator's award may be sought in the Circuit Court of St. Louis County, Missouri, but only upon the grounds of fraud, corruption, misconduct, or erroneous conclusions of law. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction.

THIS 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 _____

Name: _____

Title: _____

Attest: _____

City Clerk

DATE: _____

Name of Contractor

By _____
"Contractor"

Name: _____

Title: _____

Attest: _____

DATE: _____

Trash and Recycling Services Public Meetings

**Tuesday, May 7
Wednesday, May 22**



Public Meeting Purpose

- To inform residents of the current service level and associated costs of the Trash and Recycling Services.
- Discuss options with residents and obtain input regarding their desired service levels for the next 5-year contract.



Agenda

- Current Service Levels
- Annual Costs for Trash and Recycling Services
- 2011 Citizen Survey Results
- Rear Yard vs. Curbside Collection Costs
- Recycling Data
- Cities with Similar Services & Costs
- Timeline for Public Meetings, Bid, and Award of New Contract
- Public Questions



Current Services Paid for by the City

- Rear Yard Trash Service
- Curbside Recycling Service w/Toter
- Condominium Dumpster and Recycling Service



Service Upgrades Paid for by Residents

- Additional Weekly Pickups
- White Goods Disposal
- Bulky Goods or Construction Debris Disposal
- Yard Waste Disposal



Current Contract Facts

(1 of 2)

- Budget for FY2014 is \$1.31 million
- 5,020 Single Family Homes
- \$16.62 for Rear Pickup per Month (\$1,000,482)
- Annual Cost for Condo Dumpster Service (\$21,519)
- \$4.82 for Recycle Pickup per Month (\$290,357)
- \$21.44 Total Per Month for a Single-Family Residence



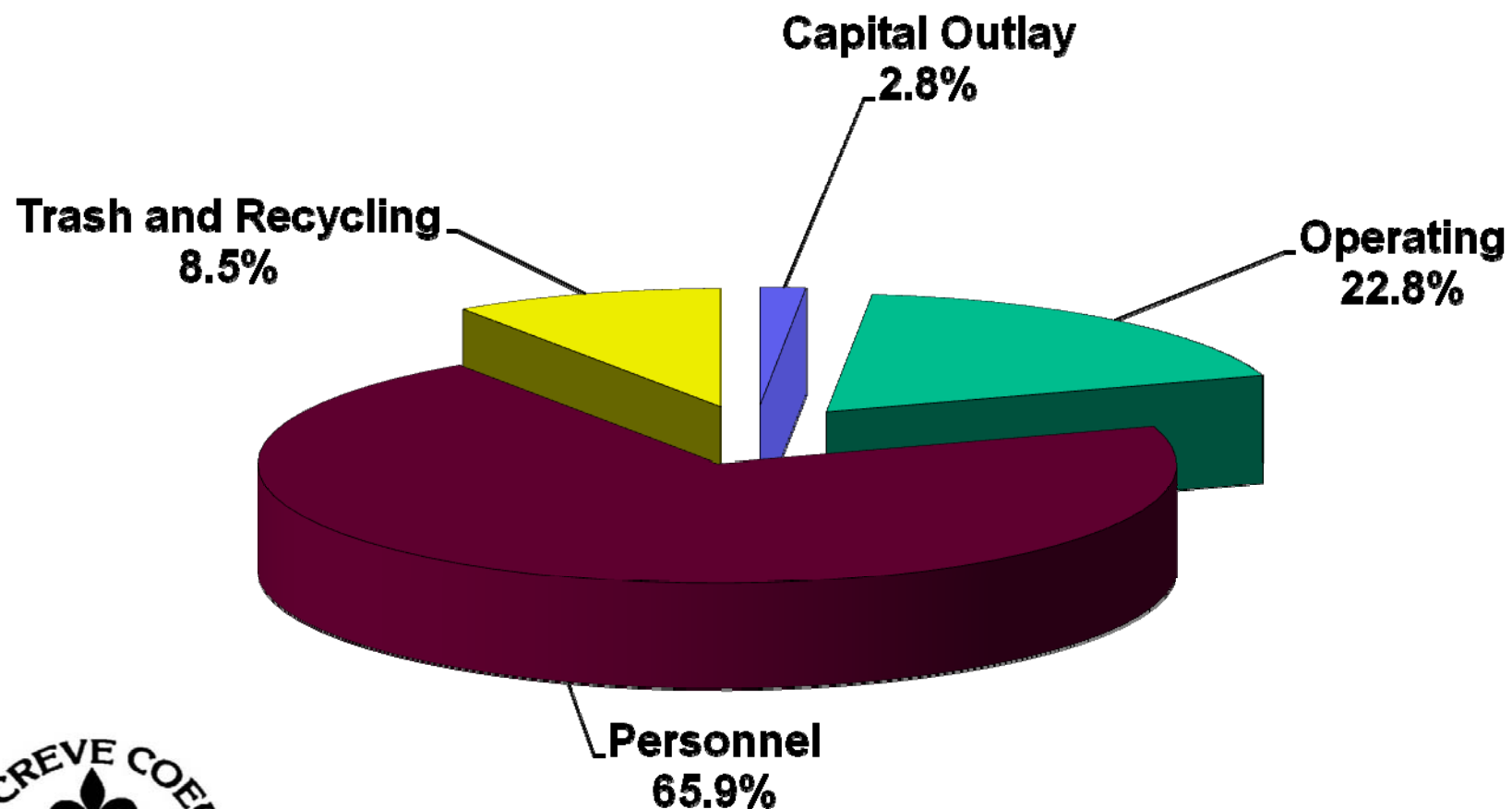
Current Contract Facts

(2 of 2)

- Last year of a two-year contract extension
- Original contract from 2007 to 2012
- Annual contract increases based on CPI
Transportation or set 3% during extension
- Current Hauler is Republic Services (formerly Allied Waste Systems)
- Current Recycler is Resource Management



FY2014 City General Fund Budget

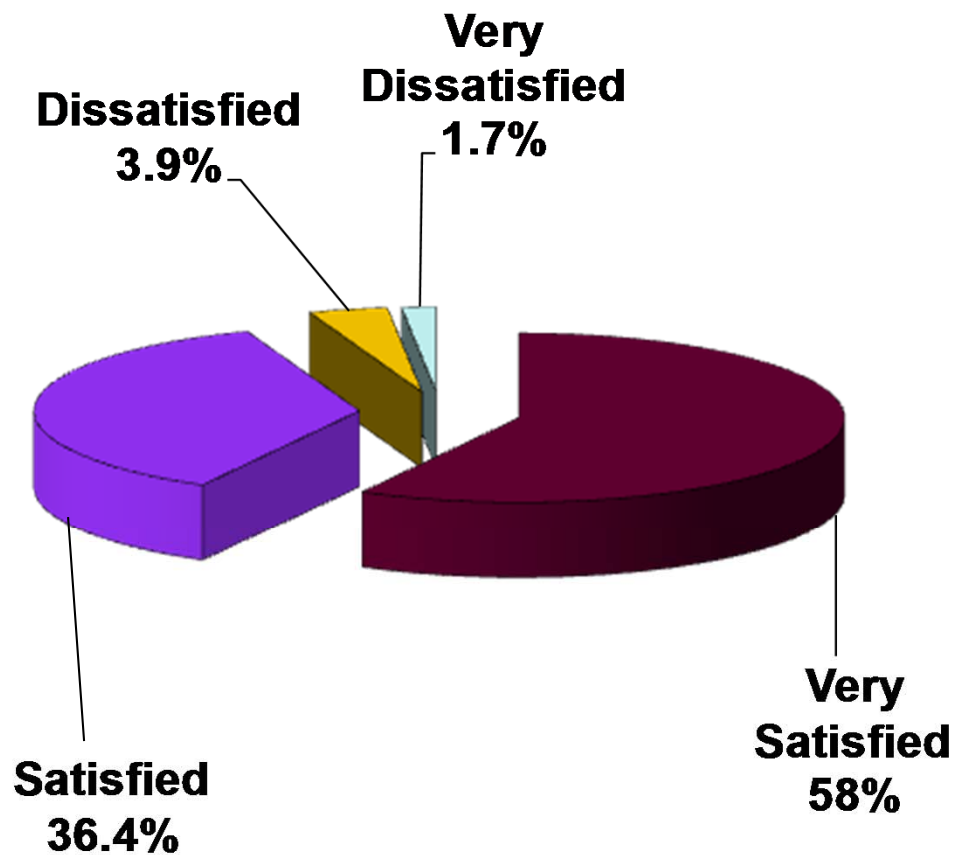


City Survey Results – October 2011

- 615 Creve Coeur residents were surveyed by The Warren Poll in October 2011.
- The purpose of the survey was to measure citizen satisfaction with city services as well as opinions on major topics.

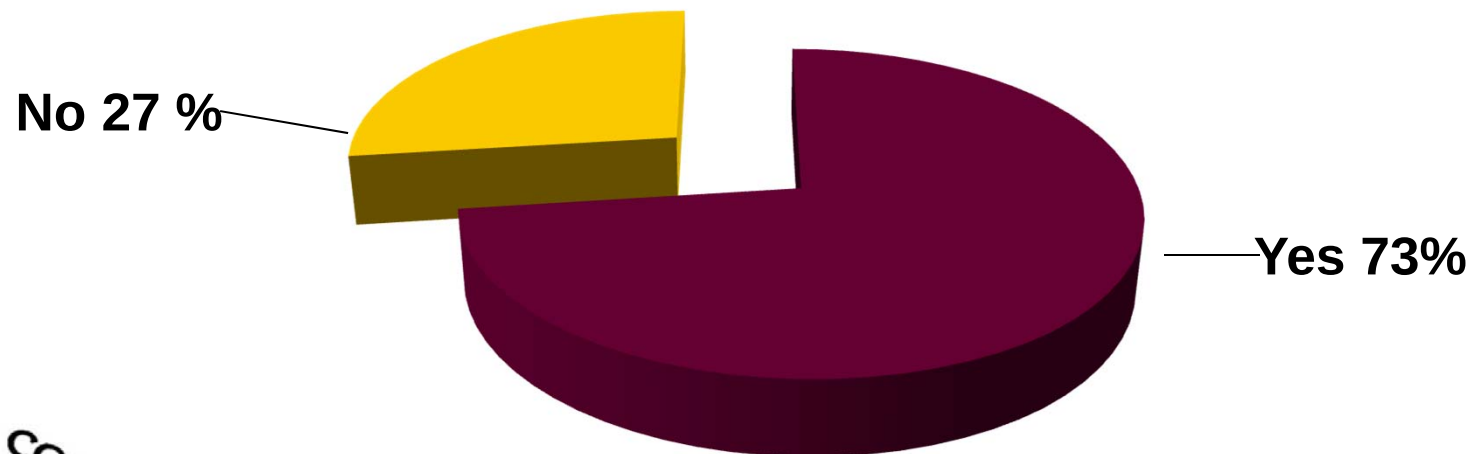


How satisfied are you with the city's current trash pick-up service?



City Survey – October 2011

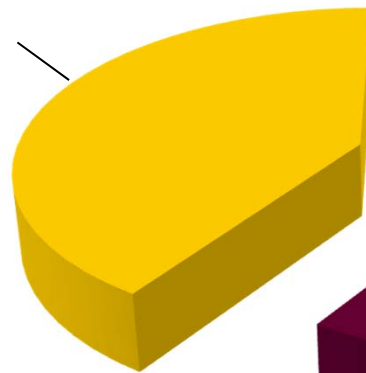
Are you aware that the city provides trash pick up at the rear at no cost?



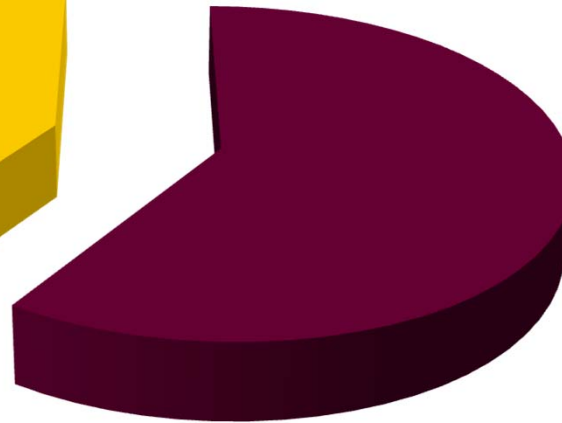
City Survey – October 2011

Do you place your trash at the rear or at the curb?

Rear Yard
40.7%



Curbside
59.3%



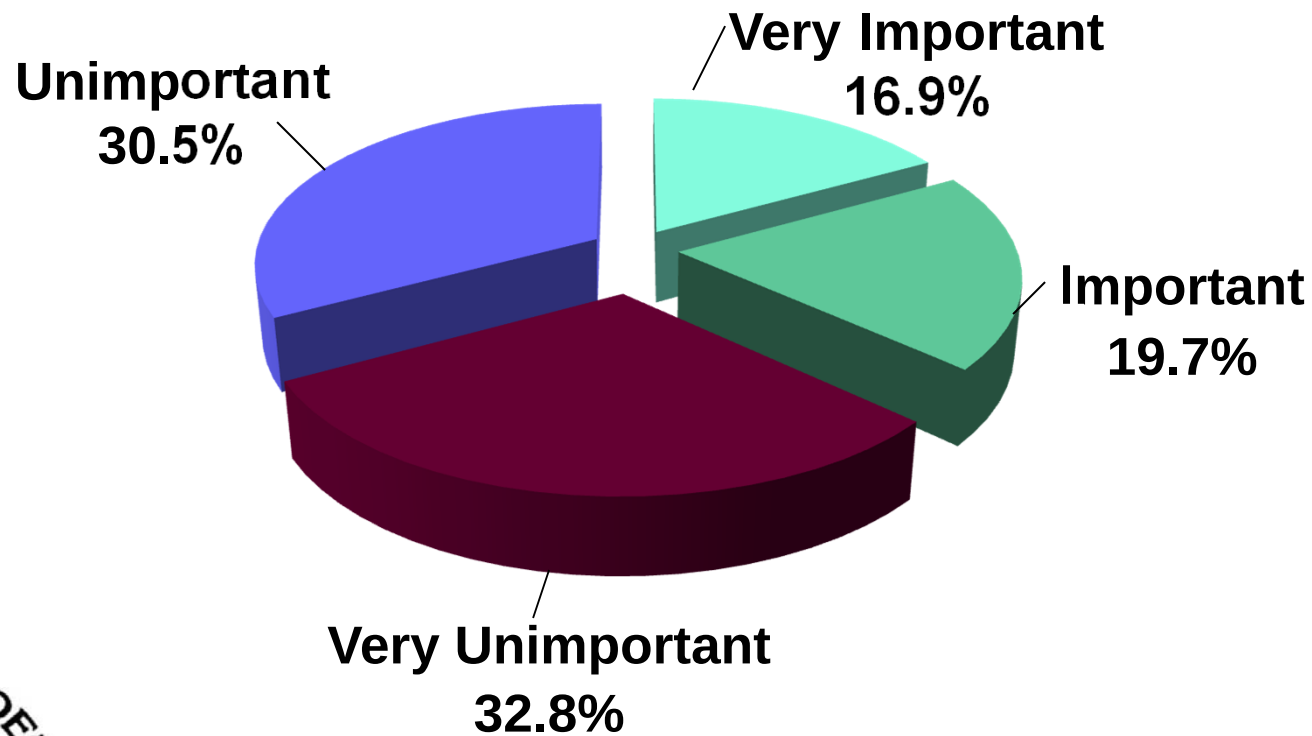
City Survey – October 2011

“Knowing that rear yard trash service is more costly than curbside trash service and that the city may not be able to continue free rear yard trash service indefinitely, how important is it to you that free rear yard trash service is continued?”

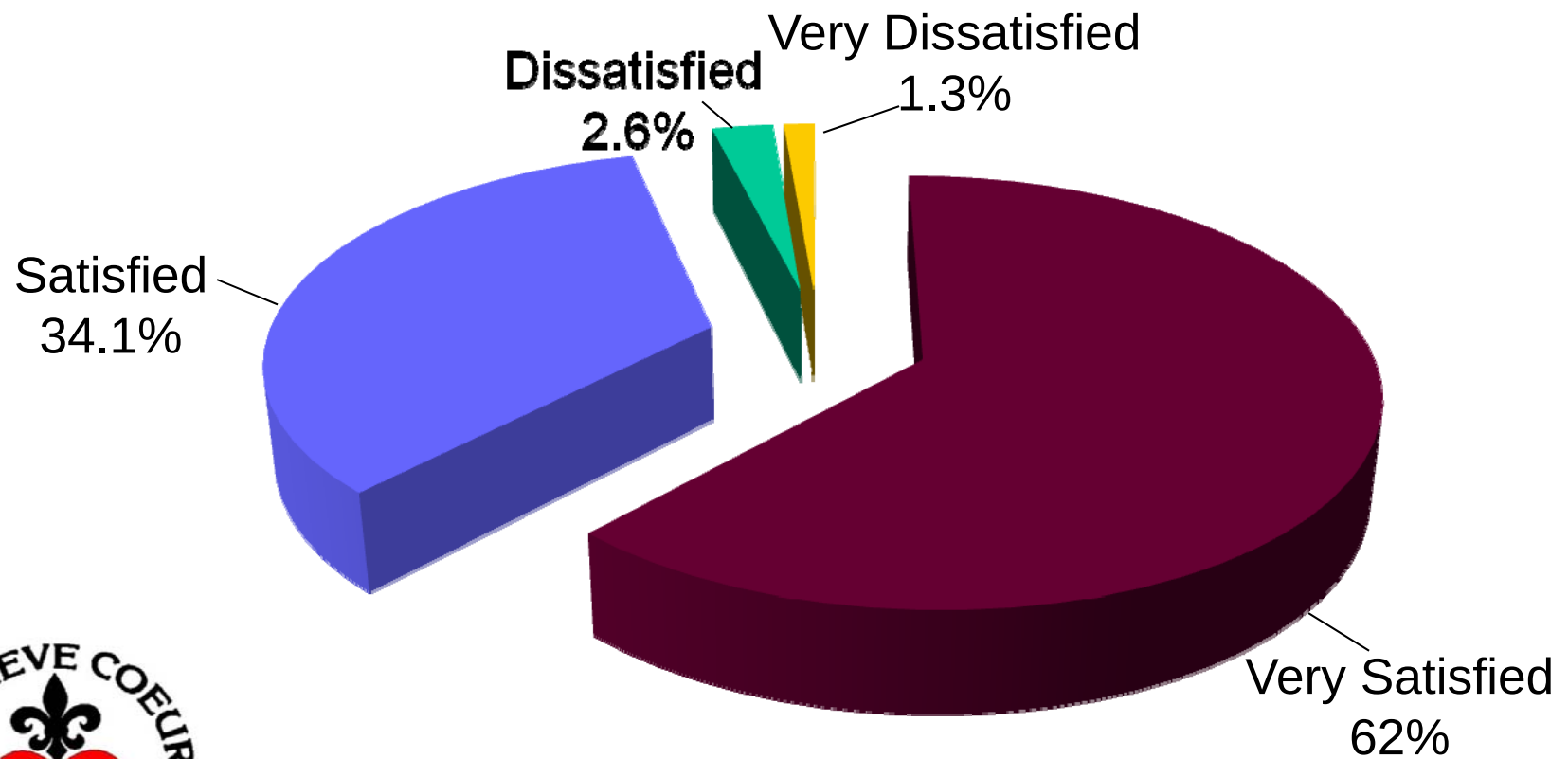


Citywide

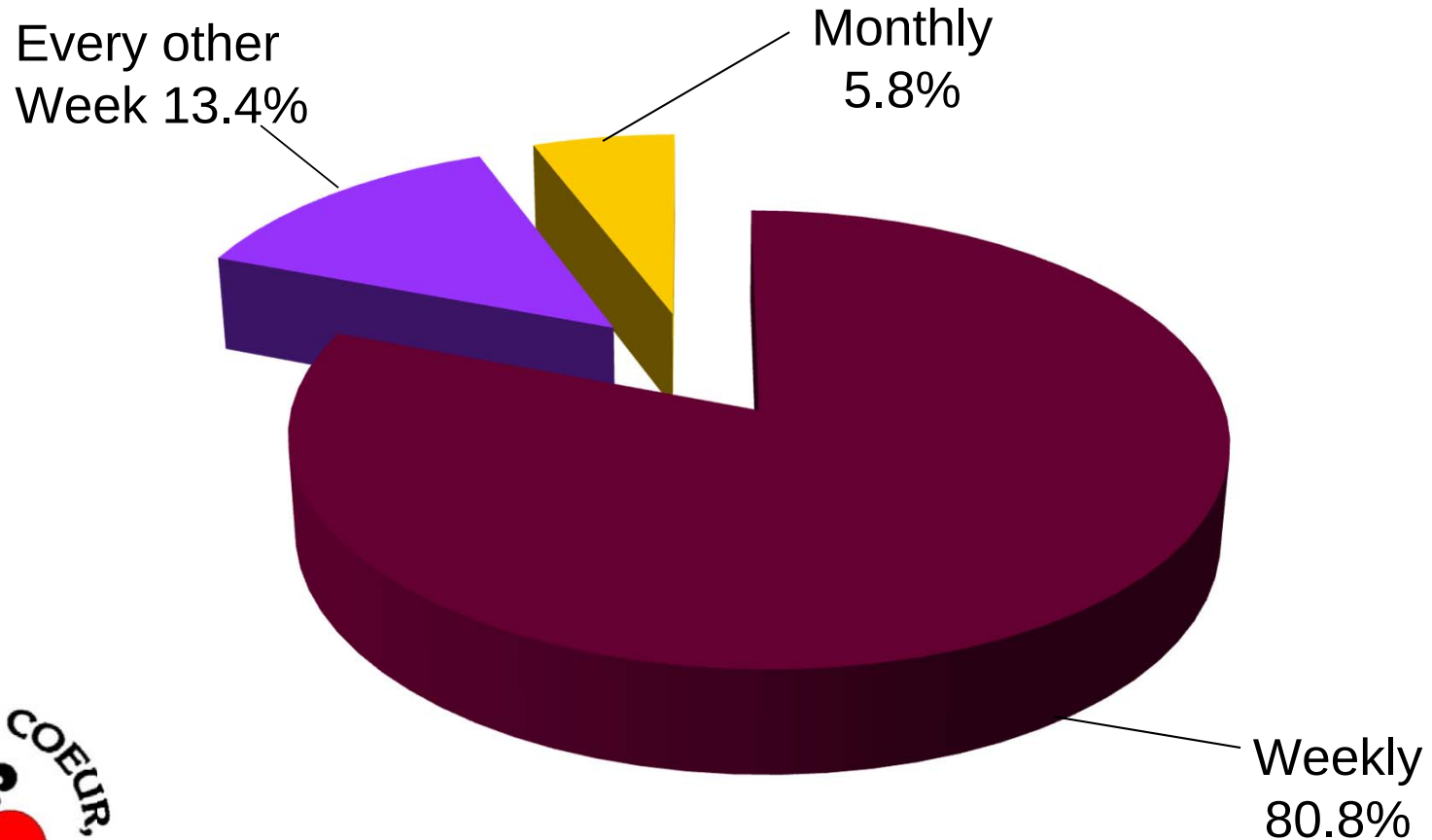
Importance of Free Rear Yard Trash Service



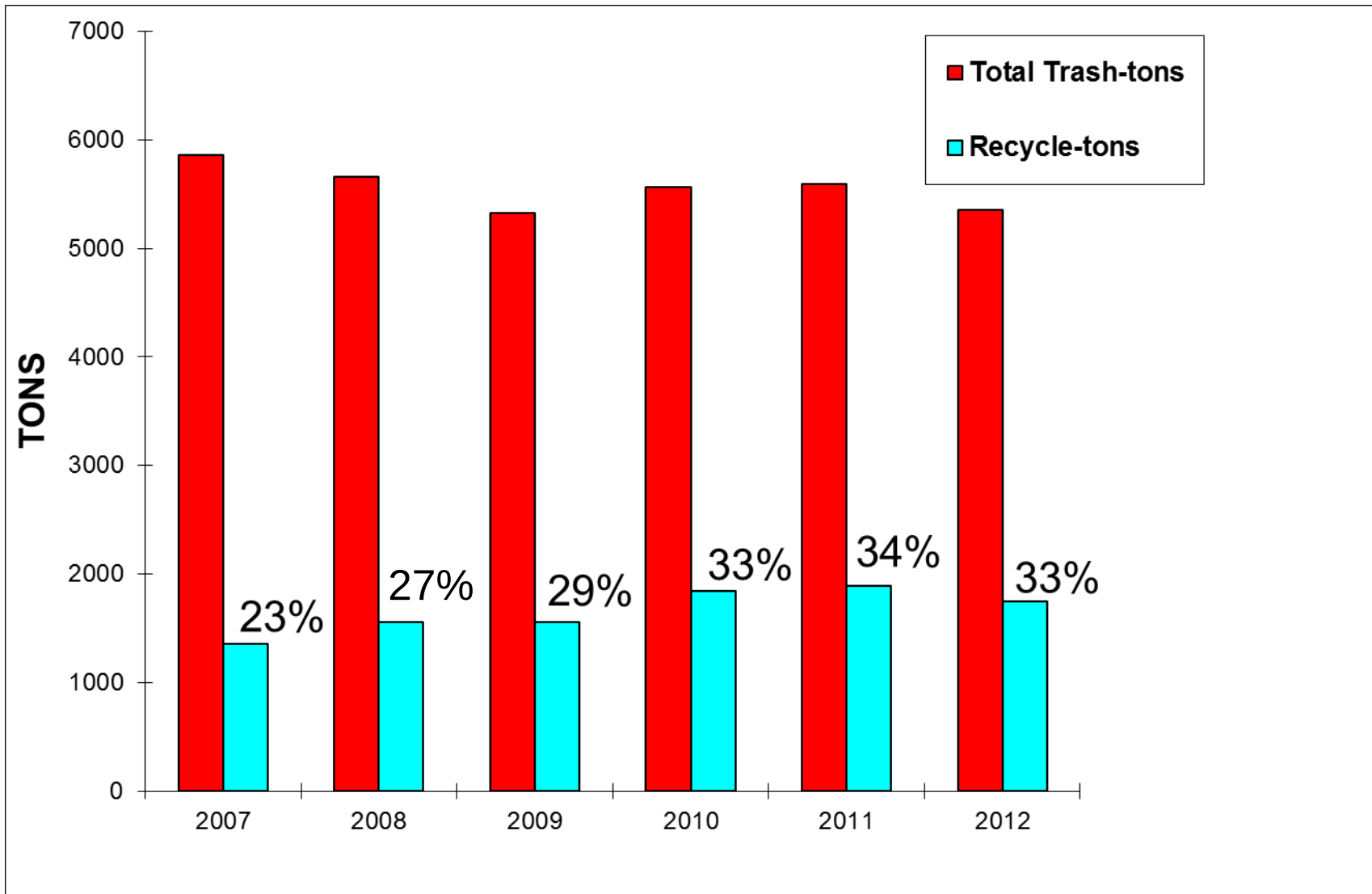
Are you satisfied with the recycling service?



How often do you typically use the recycling program?



Creve Coeur Recycling Data



Rear Yard vs. Curbside Trash Collection Cost Comparison

<u>Pick-up Location</u>	<u>*Monthly Cost per Household</u>	<u>*Annual Citywide Cost</u>
Rear Yard	\$16.62	\$ 1,001,189
<u>Curbside</u>	<u>\$10.69</u>	<u>\$ 643,966</u>
Cost Difference	\$ 5.93	\$ 357,223

* Prices Based on FY2014 Contract Prices



Service Comparison

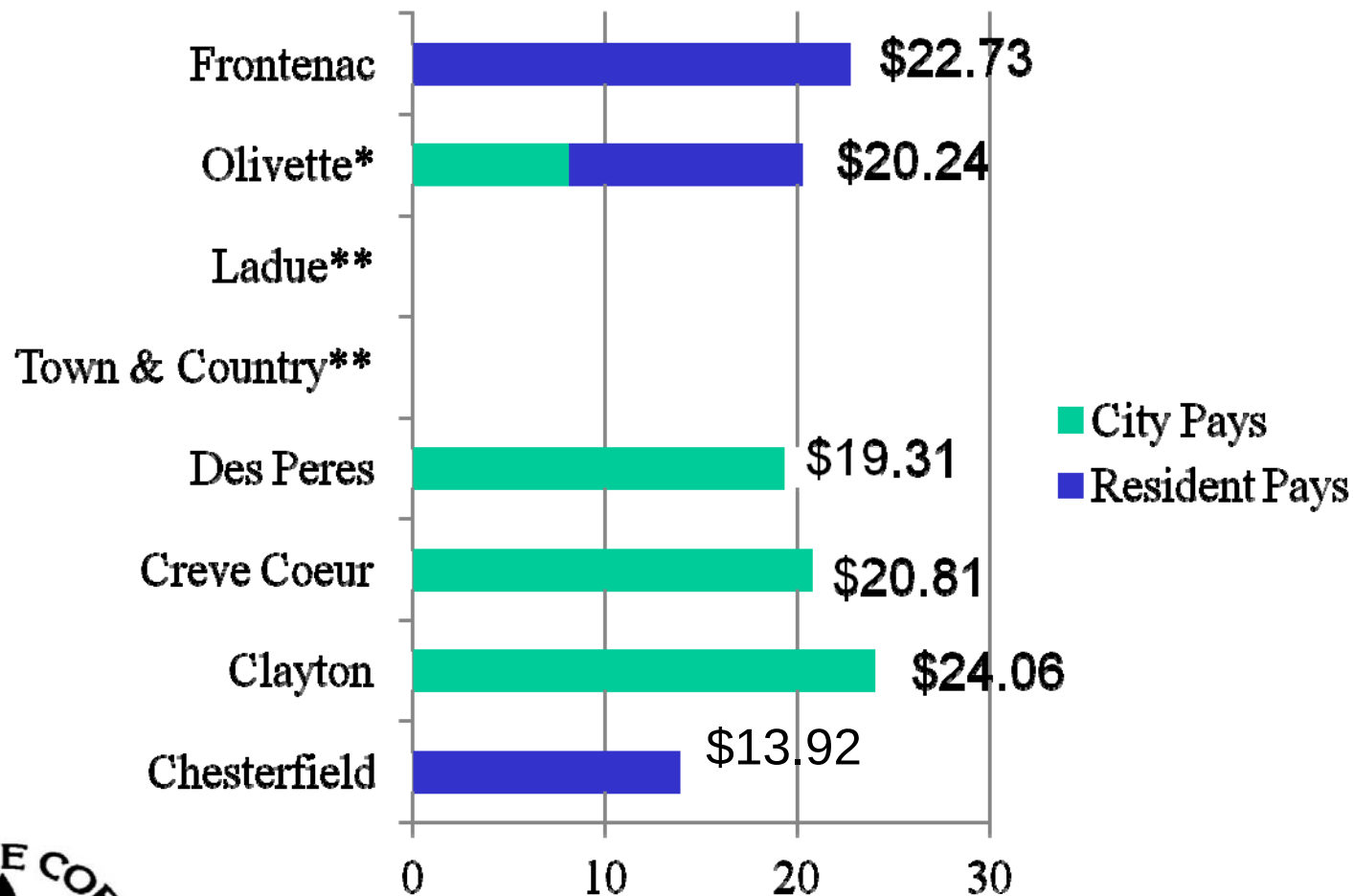
<u>City</u>	<u>Basic Service</u>	<u>Billed To:</u>	<u>Cost</u>
Frontenac	Rear Yard	Resident	\$ 22.73
Olivette	Curbside	City/Resident	\$ 20.24
Town & Country	Service Varies*	Resident	Unknown
Ladue	Service Varies*	Resident	Unknown
Des Peres	Curbside**	City	\$ 19.31
Creve Coeur	Rear Yard	City	\$ 20.81
Clayton	Rear Yard	City	\$ 24.06
Chesterfield	Curbside	Resident	\$ 13.92

* Resident contracts directly with hauler, services vary. Prices unknown.

** Des Peres includes yard waste as part of their basic service. They also offer a rear yard upgrade for \$15 per month- paid for by resident.



Basic Service Monthly Cost Comparison



*City pays 40% (\$8.10), Resident pays 60% (\$12.14)

**Resident contracts directly with hauler for trash and recycle services, prices unknown.

Pros & Cons: Rear Yard

Pros

- Convenience to residents.
- Improved aesthetics (no trash can at the curb).
- Beneficial to residents with limited physical abilities.
- Allows for a personal relationship between hauler and resident.

Cons

- City paying for superior service which a majority of residents don't use.
- Haulers walking through back yards from house to house.
- Inefficient means of collecting trash.
- Negative impact on environment (trucks idling while hauler collects from rear yard).
- Service least used by residents (results of 2011 Citizen Survey).
- More expensive method of trash collection.



Pros & Cons: Curbside

Pros

- Allows for automated pickup which is an efficient method of collection.
- Improved impact on environment (collection occurs in seconds).
- Service most used by residents (results of 2011 Citizen Survey).
- More economical method of trash collection service.
- Uniform look due to issuance of trash totes by hauler at the curb for collection

Cons

- Reduced aesthetics (trash cans at the curb on pick up day).
- Less convenient for residents.



Timeline for New Contract

(1 of 2)

March-April 2013

- Met with HEB Committee to Discuss New Contract Options
- Research Other Cities
- Met with Potential Bidders

May-July 2013

- Conduct Public Meetings
- Discuss Resident Input and Contract Options with Council
- Prepare Bid Documents Based on Resident Input and Council Approval



Timeline for New Contract

(2 of 2)

August-October

- Bid Trash and Recycling Services
- Evaluate Submitted Bids
- Submit Options to City Council

November-June

- Council Approves Contracts
- Execute Contracts
- Order and Deliver New Toters

July 1st 2014

- Begin New 5-year Contract





Questions & Comments





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

Date: November 21, 2013

From: City Council Member Jeanne Rhoades

To: City Council Member Ellen Lawrence

Re: An Open Plea for Reason

Dear Ellen,

I am writing you about the pending trash service issue because I am very concerned about the significant amount of misinformation that appears to be circulating around our community. I know you are relatively new to the Council and are diligently seeking input, so I would like to respectfully offer some perspective and clarification on various points that have been raised.

(Incidentally, fellow Ward-4 Council member Scott Saunders and I also devoted three entire Ward 4 newsletter columns to highlighting facts on trash— including the most recent one turned over to the HEB – in a deliberate effort to help clarify misinformation for all residents across Creve Coeur, and try to focus the debate on reason instead of rhetoric. Sometimes that is a remarkably uphill battle – here it takes several pages – but I nonetheless encourage you to share this communication with anyone who may be interested.)

It is important to understand that this issue has been discussed numerous times over my tenure since 2003. At some point, pretty much everyone at City Hall has acknowledged that paying hundreds of thousands of dollars extra premium annually for a citywide trash service upgrade that is not utilized by a 60% majority of citizens represents a massively inefficient way to spend tax dollars. That is a simple fact. Nonetheless, each time the topic comes up, too many elected officials have proven unwilling to make any change, and instead perpetually kick the can down the road by means of repeated contract extensions.

(As an aside, some current/prior council members have as much as admitted having significant concerns about protecting their own political skins – an approach Bob Kent lampooned as “profiles in courage” when the most recent extension was passed in 2011. Also, the last time after the HEB spent months pouring over data in 2007 – and reaching the same recommendation – then-Mayor Dielmann threatened to veto any Council vote to change trash service. I only recently learned that his statements actually prompted over half of the HEB committee members to resign – apparently feeling blind-sided that their considerable time and effort made at Council request amounted to nothing more than an exercise in futility in the face of such heavy-handed political pressure.)

Once again HEB members and city staff worked exceptionally hard for months researching industry trends, polling other communities, pouring over facts and options – plus this time making great effort to reach out directly to citizens by hosting multiple public forums. Though I did not attend the forums it was truly remarkable to hear that nearly all citizens in attendance of those forums who took the time to listen to all the facts conceded the reasons to switch were sufficiently compelling – including those that started out adamantly oppose.

That says a lot about the power of facts and reason if they can just be heard. (HEB members well realize the importance of this issue to our city and the sentiments of citizens on both sides, so did not make their unanimous recommendation lightly. this reaction from residents provides them with validation, and I'm sure some significant relief.)

But now the ball is back in the Council's court, and despite all the compelling facts, I am more than a little concerned that all this effort and momentum could again come to naught since it seems the vote still could go either way, or even split for a tie. (Given Barry's leadership role as mayor, it is surprising he still has not taken a position on one of the biggest decisions facing our City. It is not clear what he would do if forced to break a tie – though it seems he would rather not be placed in that position.)

Ellen, you mentioned you tend to be data-driven, and I'm confident you have carefully reviewed the details of the numbers and contract proposals. I respect and appreciate your initiative to defer the vote to accommodate your desire to check in with your constituents, which is always important. However, it is also important to carefully weigh the feedback you receive. It is human nature to resist change – and how many of those residents have made the effort to become fully informed?

CITIZEN INPUT

Given some of the citizen comments aired at last Monday's Council meeting questioning the validity of percentages on rear-yard versus curb-side support, I asked Jim Heines about the cumulative citizen input received. Here is his (Nov 14) response:

"...About 2 months ago we totaled the preferences comment forms and found the information to be extremely close to the Citizen survey in 2011. About 60% of the resident use curbside service and 40% use rear yard. Of the 40% using rear yard, about ½ of those said they understand the savings by going to curbside and were willing to pay the \$15 per month for the rear yard upgrade...Since that time we have received only a couple of resident comments via phone or e-mail."

Despite all the spin, rhetoric and angst bouncing around in some circles, it is reasonable to conclude that residents have already effectively voted on this with their trash. The 60% that are already using curbside undeniably represent a strong majority, since certainly a 60-40 split would be considered a very decisive victory for any sort of ballot issue. Unfortunately they are not able to vote on this subject directly. The ward boundaries dilute their direct representation, so they can only rely on the Council as a body to do the right thing.

Further, the collective city-wide feedback shows that half of the 40% that use rear yard have indicated they are willing to pay for their own optional "valet" upgrade. As a result, it appears that only 20% of citizens feel that we should not accept the HEB recommendation – and instead should continue the status quo, and thus let the City pick up their very massive tab.

That group also deserves consideration, and their objections appear to fall into three categories: personal hardship; community aesthetics; and alleged financial promises. Let's take a closer look to see if these concerns truly hold water.

DEFINING HARDSHIP – PERCEPTION VERSUS REALITY

There is no disputing that one primary role of government is to assist those with genuine hardship. We all recognize that there are people in our community whose physical circumstances truly prohibit them from being able to wheel a trash or recycling toter to the curb.

From elected officials to HEB members to staff –everyone at city hall agrees that those homeowners that have significant physical limitations *and* who do not have other assistance in their household should receive the benefit of FREE rear-yard service. (Recall our hauler provides free rear-yard recycling pickup along with trash for a handful of such residents already.) The City stipulated for this provision in the current proposal; Bob Hoffman offered an amendment to significantly improve and expand the criteria; and it all passed unanimously.

There has to be some practical cut off point, and the vendor raised some valid concerns on logistics – both of which mean some later tweaking may be required to facilitate an effective system – but this indisputably represents a very reasonable attempt to broadly ensure any residents who have some genuine temporary or permanent NEED are adequately protected.

With that segment of population taken care of, we are next faced with the awkward but critically important step of examining other objections primarily to distinguish the differences between Need versus Want. With a half-million dollars savings per year is at stake for taxpayers, and the final vote coming soon, we cannot afford to be anything but blunt – even if feathers get ruffled.

Reason dictates the following: The amended proposal appropriately addresses concerns about those who have genuine physical hardship – qualifying as legitimate Need. By process of elimination, the remaining objections come from those households with someone physically able to take their trash to the curb, but that still Want rear-yard service. Since the proposed change allows that anyone can still request rear-yard option for a \$15/monthly fee, the bottom line is that these are folks want the valet service upgrade, but simply dispute who should pay for it.

Anyone can understand that the proposed change would generate initial resistance from those who enjoy a free perk, but to (indirectly) imply an optional \$15/mo “valet” user fee represents some significant hardship in this very affluent community is becoming a little absurd.

I can only conclude that there are a surprising number of Creve Coeur residents that either don't know, or conveniently prefer to ignore, the following truths about what happens beyond our city limits: The vast majority of residents in the greater St. Louis area not only routinely take their trash to an alley or a curb – but also most have to pay for 100% of their trash fees out of their own pockets, regardless of their economic circumstances.

Please also review the Nov. 13 press release staff issued last week as a follow-up correction to KMOX, since the last paragraph offers the following polite reminder on this very critical point: *“...Currently, Creve Coeur is the only known municipality in the St. Louis region to offer rear-yard collection at no direct charge to residents; Frontenac residents pay the hauler directly for their rear-yard trash service while the City of Des Peres allows residents to upgrade from curbside to rear-yard for a fee. The City of Clayton provides alley collection – the most efficient manner of collection for more traditional neighborhoods – at no charge to residents.”*

And as recently discussed, Town and Country residents not only pay for 100% of their trash fees, but also have to negotiate their own agreement from a choice of various haulers.

These realities help frame perceived “hardship” with a more balanced perspective and we should help educate the public at every opportunity. But this is not always the case, and some seem to be accepting citizen statements at face value without first thinking them through.

For example, you might recall hearing this remark repeated at more than one recent Council meeting: *“One of my constituents said if we cancel rear yard pickup he would have to move out of Creve Coeur!”* This statement clearly conveys a lot of emotional sentiment, but it nonetheless stretches the limits of common sense (begging the question, “To where?”) I’d like to think Council members wouldn’t base their votes on such fuzzy logic, but sometimes I’m not so sure.

I do hope someone took the time to inform this particular resident of the following basic facts: Curbside trash and recycling service will remain free for all residents; rear-yard trash pickup will still be available for an extra fee for anyone who wants it, but still free for those with genuine need – plus there is no other municipality that foots the bill for a comparable service level. (Perhaps this person might qualify to get the free assistance?!)

Another variation on the hardship theme is that, *“Some of us have really long driveways.”* I might be mistaken – and it can be in bad taste to discuss anyone else’s personal finances -- but don’t long driveways usually have a strong statistical correlation with a relatively high net worth?

To repeat: most residents in the greater St. Louis region – including those in far less affluent areas – pay for ALL of their trash expenses (which average somewhere around \$17 per month for basic curbside service). We do have a significant population of retired persons, and it is likely at least a few may get by on fairly limited means. But it defies logic to assert that most able-bodied people living in a highly affluent area like Creve Coeur cannot afford to pay \$15/mo for “valet” level of trash service if they so choose -- while nearly all residents in far less affluent areas somehow manage to pay that much or more just for basic service – regardless of their physical condition.

In short, it takes a bit of gall to argue that a long driveway truly represents a hardship or burden deserving of ongoing government subsidy, but that is precisely what is being implied.

I’d like to think that any prudent fiscal policy requires distinguishing wants from genuine needs – particularly when spending taxpayer dollars to benefit a minority population. While these types of “hardship” pleas can be very emotional – especially when coming from neighbors and friends – they simply do not appear to ring true.

Ellen, I have to ask -- why did you bother belaboring the wording of the trash contract to provide free “valet” assistance to those with true need? Because that is premised upon the natural and fundamental assumption that those without true need should simply have to pay!

COMMUNITY AESTHETICS – PARTIAL SUPPORT FOR PARTIAL VALET SERVICE?

Another set of objections focuses not on hardship but more on pride, raising concerns about the appearance of trash cans from the street. I respect this sentiment to a limit, but only if someone can please reconcile this position with the fact that we have already have to put our recycling and yard waste at the curb. I may be missing some important point, but doesn’t this mean the precious rear yard service in question really only provides “valet” for just a portion of our trash?

Perhaps these same folks are not aware the new proposal provides for new sturdy wheeled toters to be distributed to all households to enable efficient, automated pick up of both trash and recycling. This would virtually eliminate such concerns about the tacky appearance of random mismatched cans, loose lids and/or blowing trash – and would also represents a nice free upgrade for those who currently rent a totor or uses more traditional trash cans. (But we can only realize these benefits if we pass it!)

Since our recycling must go out regardless, is anyone willing to maintain that having two toters out per driveway is going to represent a far more unattractive nuisance than just one? And given that toters typically sit out for only a few hours on just one day a week, does this aesthetic concern still justify asking the City to absorb the entire exorbitant half-million dollar cost?

It is not clear whether these objectors have any awareness that their views represent a minority in Creve Coeur since 60% of our residents have been taking all their trash to the curb for years. Many factors influence residents' habits and preferences, and there is no one single reason why so many have come to prefer curbside service. But it is certainly not because they are either ignorant or unrefined (which often seems to be a thinly veiled implication). Maybe they simply have dogs. I wish this group of objectors could see the list a vendor provided for a prior trash review: *10 Reasons Why Curbside Garbage Collection Makes Sense* (attached).

It is probable that at least some of those who object are so averse to curbside service that they don't even bother to recycle (but may not be keen to admit it). I am pretty sure the City is trying to encourage more recycling – not deter it. And there have even been extreme suggestions that rear-yard should actually be mandated to raise aesthetic standards citywide by proposing that toters found at curbside should be fined. (That type of feedback hardly dignifies any response, but it does demonstrate how emotion can overwhelm reason.)

I do believe that aesthetic standards and community pride are valuable and important concepts, but not everyone equates trash service with status. How about taking pride in improving our environment with more recycling, and/or enhancing our Green City status?

Besides, any neighborhoods that feel strongly about this subject as an aesthetic concern are free to establish whatever policies they feel best suite their collective tastes and desires, which can be regulated through their subdivision indentures.

As it stands, I hope I am not the only one who questions whether the aesthetic values of a minority group should effectively be imposed onto all – especially if that causes a potential detriment to the environment by inherently discouraging recycling.

Common sense dictates that it is not appropriate to hold the entire city budget hostage by perpetually extending the current contract just to preserve a relative few people's bragging rights about what is actually only a "partial valet" service.

ALLEGED SALES TAX PROMISES - TWO WRONGS DON'T MAKE A RIGHT

The final category of objections arises from the confusion about alleged promises connecting proposed trash service user fees to the 2010 sales tax increase, which was marketed with the campaign slogan, "Keep Our Trash Service Free." These more thoughtful concerns deserve consideration, and it is important to review both how and why this occurred.

Background – Progress and Realities in the Changing Waste Management Industry

Given that “free” (government funded) trash residential service has been a staple in Creve Coeur for several decades most people mistakenly assume that 2010 was the first time trash user fees were ever discussed at City Hall. However, the reality is that the topic has been surfaced numerous times over the last several years.

Our trash contract has always been on center stage in our annual budget reviews because it represents our largest vendor contract and is one of the single largest expense items in our operating budget. Trash service rightfully receives even greater scrutiny whenever the service contract expires, since that is when the City must exercise due diligence and choose to rebid or renew – just like we are doing now.

Meanwhile, over recent decades, and beyond the city limits of Creve Coeur, environmental awareness and concerns have grown exponentially on a global level, and the entire waste management industry has evolved to meet new expectations and needs. Rising costs for landfills and waste disposal lead to rising costs for haulers and increasing pressure to recycle. Fortunately, advances in technology have helped to meet challenges, such as sophisticated sorting devices to enable single stream recycling collection, automated toter pick up to improve hauling efficiency, and even methane recovery at landfills to create a renewable energy source.

Price structures from haulers intuitively reflect these industry changes, explaining why nearly all communities in our area have now adopted automated curbside service. As a result, the decreasing demand for manual rear-yard service, plus always-increasing costs for personnel combine to keep driving the price difference between the two services farther and farther apart. And the fact that fewer and fewer people are utilizing manual rear yard service in our City inherently raises questions about justifying that high cost.

It is understandable that residents who have never seen a trash bill remain happily oblivious to all of these forces. And if you ask them, of course they perceive no need to change. However the considerable inequalities and inefficiencies in our City’s trash service have repeatedly and tactfully been pointed out by City staff. Unfortunately they are powerless to fix the problem without Council votes to approve any change – and as mentioned, the tough decisions required to resolve it were ones that elected officials here were always far too eager to postpone.

Wrong #1 – Complicating the Trash Problem with a Sale Tax

When the recent economic downturn hit, the City was facing some real budget struggles. Mark Perkins had already squeezed about as much as possible from personnel side of costs, but it appeared short falls were still a risk. So in early 2010, he again laid out some potential ways to restructure the inefficient and expensive trash service (see his original memo attached).

But after much discussion, a majority of elected officials still did not have the political courage to face a change as he suggested from the start. Instead, they opted to place a sales tax increase on the ballot – but adding the stipulation that if the tax was not approved by voters, then a (partially subsidized) trash user fee would be assessed against ALL homeowners across the board. (Ironically, they’ve always emphatically insisted any trash fee proposal be framed to include some fee for ALL users, so that their constituents – who unfairly enjoy the luxury of a free service upgrade at everyone else’s expense – wouldn’t feel unfairly picked on.)

I was one of only three Council Members who opposed this short-sighted and disingenuous strategy (for a variety of reasons too lengthy to be laid out here). But I can nonetheless clarify that their specific promise was to "*Keep Our Trash Service Free*" -- for all residents; for at least three years. In no way does this equate to a promise of "*Keep our Rear Yard Service Free Forever*" -- yet somehow this distorted interpretation persists. (Incidentally, those of us who opposed it forewarned this would happen at time the choice was made.)

It is not hard to see how residents might find it tough to keep it all the facts straight, especially given the cloud of controversy that developed shortly after the tax was passed: First leaders of the sales tax campaign failed to reveal that the trash hauler provided some funding for their campaign flyers; next the hauler suddenly dropped fees for condo dumpsters when the contract was reviewed in 2011; and that contract was approved without seeking other bids.

But in the end, the City kept the promise to voters for Free Trash Service for three more years -- and furthermore, is still seeking to ensure it remains free for everyone long term by trying to proactively change the contract to FINALLY reflect the most fair and sustainable terms.

People have a tendency to only hear and believe what they want to, and it is unfortunate (though understandable) if they were confused by the "scam." But there was never any guarantee for perpetual rear-yard service. That premise is simply not true.

As predicted, turns out the tax campaign was indeed a misguided strategy, but I do find some of the feedback now only compounds the irony. Those that express the most outrage on this should pause to consider why some on Council were motivated to propose a sales tax "scam" rather than just tackling the trash issue in the first place -- then they might look in the mirror. Because the very same impassioned indignation and angst we are hearing right now -- arising mostly from many of their neighbors and friends -- is precisely what those officials desperately sought to avoid. It just takes so much energy to battle high emotion with reason, and at the substantial risk of becoming unpopular. It is so much easier to go with the flow.

Wrong #2 – Ignoring Reality with a “Head in the Sand” Strategy of Denial

Now the three year extension is up and we are faced with a choice one more time. Are we going to once again knowingly ignore all these compelling facts and realities, and disregard the advice of our staff and all our committees -- just to maintain the "status quo" system that is dated, wasteful and unfair? There is mounting pressure from a vocal minority to do just that.

But like it or not, times have changed. While objectors ardently want their experience of trash service to remain the same, the indisputable truth is that the waste industry is nonetheless evolving, and for a variety of cause. So have service needs in Creve Coeur -- and the current arrangement uses public funds to support what has also slowly but undeniably evolved into just a luxury perk for a few. Of course it did not start out that way, but that is what it has become.

Deliberately supporting such a major unfairness is bad public policy -- regardless of whether the City can afford to pay the higher cost. While some try to gloss over this point as though it is irrelevant, I simply cannot agree. Equality and fairness are basic tenets of good government. The proposed switch helps to level the playing field citywide -- and it is no small point that this, in turn, will also simplify our ability to obtain more competitive contract bids going forward. In many ways, it is only a secondary bonus that this change also happens to create a tremendous annual cost savings, which means the city should be able to sustain a free trash service program for everyone long term.

Objectors have suggested that inequities in spending taxpayer dollars are not important, since after all, the City funds public parks that many residents never use. But here is yet another premise that fails: Basic park use is indeed available free to all – just like basic curbside service. However, those that choose to use premium park amenities, such as our golf course and ice rink, are required to pay an extra out-of-pocket fee – just like rear yard “valet.”

Yes it is true that revenues from the ¼% sales tax increase, plus the (unanticipated) condo dumpster fee relief, plus the (unpredictable) improving economy have all helped push the City’s annual operating budget pretty far into black for right now. But contrary to popular innuendo, that combined windfall was neither planned nor anticipated – and we already are discussing ways to help rectify the imbalance as soon as is practically possible.

In fact, Mark Perkins has long supported cutting residential taxes whenever the topic of trash user fees came up, on grounds it would promote a concept of fairness and also helps defer any out of pocket costs – creating a potential win-win for the City and all residents alike. He addressed that in 2010 (see attachment) and confirmed it again at our last meeting.

Mark and our entire city staff all work hard to make Creve Coeur the great place that it is for residents and businesses alike. Their prudent long term fiscal management – often in spite of the elected officials – has proven to weather many economic ups and downs, and put our City in a more enviable position than most. It borders on insulting to glibly imply that the underlying motivation here is for the City as an entity to seek to profit. Our staff deserves better than that.

There will always be critics who are determined to object, and there will always be those who refuse to accept change. But it would be fundamentally wrong to knowingly and deliberately perpetuate this grossly imbalanced system – especially when that vote is cast for all the wrong reasons.

In that event, I wonder how anyone who lives outside of Creve Coeur might perceive all of this hoopla (which happens to include most of City staff). In drama, there is a term coined for a comic tragedy where logical construction and argument gives way to irrational and illogical speech, representing a prelude to the downfall of society. It is called Theater of the Absurd.

SUMMARY – AN OPPORTUNITY TO MAKE THINGS RIGHT

So far an enormous amount of energy has been spent focusing exclusively on a minority’s (sometimes myopic) perceptions of what they feel they will lose. When it comes right down to brass tacks, we are only talking about a sum of \$15/month. Many people here spend more than that weekly on designer coffee – so who is going to stand up and argue that this is really more than they can afford? (As a helpful cost-saving tip – it is possible to arrange for service during the winter months and then cancel it for the summer.)

Meanwhile, what constantly gets overshadowed in the debate is that everyone – including that same minority group – actually will have something to gain. Sturdy new wheeled trash and recycling totes will be provided for free to every household and even offer a choice of sizes for those that don’t care to handle or store ones so big. As mentioned, switching to uniform totes will help a lot to make curbside containers far less of a distracting eyesore – and that does really represent a significant aesthetic enhancement citywide. Plus, the contract also includes new recycling incentives to benefit not just our City but also our shared environment.

Most promising for homeowners is that we will finally have grounds and opportunity to cut, or even eliminate, our property tax here. This would become a nice point of pride we can ALL brag about (just ask Town and Country) – and it will help defer out of pocket costs for those

who want valet service. It creates for a nice asset for all property owners in the real estate world, and likewise a marketing tool for the City as it seeks to attract quality enterprise and jobs, such as with the booming bio-belt growth.

But first the new trash contract has to be approved. I urge all of those citizens who have expressed interest on this matter – regardless of which side they've taken – to acknowledge that the inherent tension in our current lopsided arrangement truly needs to be resolved. Help our City finally put this injustice to rest and then use your thoughtful input to help our City move forward and make the most of the gains that result.

In sum, I hope the totality of information presented here helps to provide explanation to those who have asked: *Why now?* I believe the overwhelming preponderance of facts and rationale not only speaks for itself, but also begs an answer to this more important question: *If not now, then when?*

This is a golden opportunity to make things right, and I implore everyone to allow reason to prevail. Set aside parochial politics and personal preferences, and support what is best for our City as a whole.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeanne Rhoades".

Jeanne Rhoades
City Council/Ward 4

cc: Mayor and Council
Deborah Ryan, City Clerk
Mark Perkins, City Administrator
Jim Heines, Director of Public Works
Horticulture, Environment and Beautification Committee members
Finance Committee members
Climate Action Task Force members
David Caldwell, Editor, crevecoeurvoter.com
Robert Kent, Citizen, Ward 4

10 Reasons Why Curbside Garbage Collection Makes Sense

1. Curbside collection saves taxpayers' money. Aside from being a far more efficient way to collect garbage, curbside collection results in less personnel expense, less overtime, less fuel use, less workman's compensation claims, and less contracted services expenses. It all adds up.

2. Curbside collection reduces air pollution from trucks. Trucks will be idling for less time and there will be fewer trucks on the road.

3. Curbside collection allows garbage collections on more bad weather days. After a winter storm, road conditions are usually good enough for Sanitation trucks to travel, but the yards are not accessible due to ice or snow on the ground. The crew carts used by Sanitation employees did not roll in the snow. Curbside collection reduces these interruptions.

4. Curbside collection is less disruptive. Collection at the curb eliminates the need to enter citizens' property, eliminating early morning disruptions from barking dogs and the noise associated with employees emptying trash cans into roll carts.

5. Curbside collection eliminates missed pick-ups when access to garbage cans is blocked. Under backyard collection, obstructions to backyard trash cans made it difficult or unsafe to collect their garbage.

6. Curbside collection reduces effects of bad air quality days. When air quality reaches the orange, red, or purple levels it is unhealthy for employees to be working outside. Curbside collection is faster than backyard collection and will reduce the time that employees are exposed to poor air quality. Faster collection also reduces emission from trucks that can further aggravate air quality.

7. Curbside collection raises fewer collateral issues. With backyard collection, the city received complaints when collection crews mistakenly took items that were not trash but which were left in the backyard near the trash. Curbside collection eliminates this problem. It also eliminates complaints about pets escaping and about damage to lawns and flower beds.

8. Curbside collection eliminates citizen concerns about trash can lids. Under backyard collection, lids were sometimes damaged or lost. Cans filled with rain water and became too heavy to lift. Since lids are attached to the carts, these problem no longer exists.

9. Curbside collection is safer for employees. Employees will not be exposed to needles, broken glass, dogs, back strains due to heavy lifting, ankle sprains due to uneven walking surfaces, or other problems associated with backyard collection.

10. Curbside collection increases the number of Sanitation employees who are able to work until retirement. With backyard collection, refuse workers were liable to all the problems listed above, and the average refuse worker walked 40 miles a week collecting trash. Very few refuse workers made it to normal retirement. Most had to leave early on disability.



April 26, 2010

To: Mayor and City Council

From: Mark Perkins, City Administrator

Re: Trash and Recycling Service

Over the past several months, city staff has been considering a variety of options for balancing the city's budget not only in Fiscal Year 2011, but well beyond this date. I have previously submitted an outline of possible expenditure reductions and revenue enhancements for the City Council to consider. Over the last year, we have eliminated five full time positions, and elimination of an additional position is planned for the next fiscal year. We are exploring joint partnership opportunities which could result in savings while maintaining our existing service levels.

The \$1.3 million annual cost of trash and recycling services comprises almost 9% of the city's general fund budget and one-third of our non-personnel budget.

While it was commonplace among cities in the St. Louis region to pay for trash and recycling services through taxes, over the last thirty years most municipalities have moved to user fees to cover this cost. The City of Creve Coeur currently utilizes user fees in a variety of areas, including building inspections, development and zoning application processing, rental of community center facilities, dog park usage and false alarm service fees. Other city services, such as leaf and limb service would be more difficult to implement a user fee on, as the city does not currently have the administrative infrastructure in place to handle such large-scale billing and collection. Still other services, such as most police services, are not readily conducive to user fees.

Trash and recycling services lend themselves well to user fees, as this service is handled via a contract with a private hauler and the service provider has the administrative capacity to handle billing on a wide-scale basis. User fees are the most common means of funding trash and recycling service among suburban cities in our region.

Moving all, or a portion of, trash and recycling costs to a fee basis will significantly improve the city's long-range ability to balance its budget, as the five-year projections included in the proposed budget will demonstrate.

Two options to consider:

- ***Maintain existing service levels consisting of rear yard trash and curbside recycling, and establishing user fees;*** Under this option, no changes in service would occur, and residents would continue to use their *own* trash containers.



- A fee of \$10 per month will cover 50% of the total cost of rear yard trash and curbside recycling, or \$650,000 annually. This fee is reflected in the proposed FY11 budget, in the form of a reduction in trash and recycling costs, effective October 1, 2010.
- A fee of \$20 per month will cover 100% of the total cost of rear yard trash and curbside recycling.
- All billing would be handled by Allied Waste, on a quarterly basis for an administrative fee (\$1.30 per quarter) included in the above cost estimates.
- The city's current contract with Allied Waste expires June 30, 2012. At that time, the city can re-bid its trash and recycling services, and re-evaluate whether to continue with the existing service levels or consider a change to curbside with a resident option for rear yard. Upon establishment of a new contract in 2012, we will want to consider removing condominiums from the contract, as this service is significantly different from single-family.
- Staff will use the city newsletter, web site, and press releases to remind all residents of the level of service (rear yard) which is provided under the contract and encourage all residents to utilize this service

- ***Amending existing rear yard trash service to curbside, and establishing user fees.***

- A fee of \$7.50 per month will cover 50% of the total cost of curbside trash and curbside recycling; a fee of \$15 will cover 100% of the total cost.
- Residents would have the option of obtaining rear yard trash service for a fee of \$30 per month. This fee is established in the city's 2007 contract with Allied Waste.
- Our existing contract requires Allied to continue to provide rear yard service to residents with disabilities, even if the city opts to change the standard service to curbside, upon submission of a doctor's note to the hauler; seniors would be a provided a 20% discount on the rear yard service fee.
- Allied has proposed the distribution of trash totes for curbside recycling, either 90 gallon or 65 gallon, for purposes of automation.
- The Recycling, Environment and Beautification Committee (REB) has recommended that the city move to curbside trash service.

To ease the transition to a fee-based system for trash and recycling, consideration can be given to reducing the residential property tax rate from \$.086 to \$.043 per \$100 assessed value.

Next Steps

If either option is chosen, our next steps will include the following:

- Prepare an ordinance establishing fees for service;
- Begin a public information effort to advise residents of the pending change, effective date, fees, etc.

City staff looks forward to discussing this issue in greater detail during the budget review process.

RESOLUTION NO. 1091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A CONTRACT WITH GATSO USA REGARDING THE CITY'S PHOTO TRAFFIC ENFORCEMENT PROGRAM.

WHEREAS, the City has operated a photo traffic enforcement program since 2007;

WHEREAS, the current contract with America Traffic Solutions regarding that program expires on December 31, 2013;

WHEREAS, the City issued an RFP and staff has evaluated the bids received;

WHEREAS, GATSO USA submitted the lowest and best bid and has a reputation for providing quality services;

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

Section 1. The Contract between GATSO USA and the City regarding the City's traffic enforcement program, attached hereto as "Exhibit A," is hereby approved and the City Administrator is hereby authorized and directed to enter into and execute that Contract. The Contract as executed shall be in substantially the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 25th day of November, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan
City Clerk



Customer Agreement

This Customer Agreement (“Agreement”) is made on [Insert Date] (the “Effective Date”), between Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 321-U, Beverly, Massachusetts 01915-6183 (“Gatso” or “Contractor”) and the City of Creve Coeur, Missouri, with a principal business address at 300 N. New Ballas Road, Creve Coeur, MO 63141 (the “City”).

WHEREAS, the City wishes to retain the technology and business services of Gatso to provide an automated photo enforcement of intersection safety program pursuant to City Code of Ordinances Section 315.140, as further defined in this Agreement (the “Services”); and

WHEREAS, Gatso agrees to provide the Services, including the hardware and software to provide and implement an automated intersection safety enforcement system (“System”) at specific intersection approaches, pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the Effective Date and continue for a period of three (3) years (the “Initial Term”). Upon expiration of the Initial Term and with the agreement of Gatso, the City will have the option to renew the Agreement for up to two (2) subsequent one (1) year terms (each a “Renewal Term” and, collectively with the Initial Term, the “Term”), by providing notice to Gatso of its intent to renew no later than 180 days prior to the expiration of the then-current Initial Term or Renewal Term. After receipt of such notice from the City, Gatso shall provide notice to the City as to whether it agrees to renewal no later than 150 days prior to the expiration of the then-current Initial Term or Renewal Term.
- 1.2. Termination By Agreement. This Agreement may be terminated at any time by the mutual written agreement of Gatso and the City.
- 1.3. Termination For Cause. Either party may terminate this Agreement for cause if: (a) the other party has materially breached its obligations under this Agreement; (b) applicable state or federal law is changed, or the Missouri Department of Transportation (“MoDOT”) or other state or federal agency adopts a rule or other requirement, (i) to prohibit or substantially alter or restrict the operation of automated traffic safety enforcement systems, including the System being provided by Gatso, or (ii) to require that fines collected from violators are diverted away from the City such that the payment of fees by the City contemplated in Section 2 is not practicable; or (c) any court of competent jurisdiction makes a ruling that all or part of the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce the City’s intersection safety program and/or notices of violation or citations issued thereunder. The terminating party must provide thirty (30) days advance notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach within thirty (30) days after receipt of the notice. No termination fee shall be required with respect to termination for cause under this paragraph. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, either party may suspend operation of the System and all associated Services immediately upon the effective date of the cause for termination.

- 1.4. Termination By City For Convenience. The City may terminate this Agreement at any time at its convenience by giving written notice to Gatso not less than thirty (30) days prior to the termination date. If the City terminates this Agreement for convenience at any time within the Initial Term, then the City must pay Gatso a fee in the amount of \$1,000 per Camera, as defined in Section 3.3 (the “Termination Fee”), for each month that remains in the Initial Term as of the termination date. The Termination Fee must be paid within thirty (30) days after the Effective Date of Termination as defined in Section 1.5. There is no Termination Fee if the City provides notice in accordance with this Section 1.4 and terminates at the end of the Initial Term.
- 1.5. Cessation of Activities Except Pending Violations. On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement (“Effective Date of Termination”), the image capture activities provided by Gatso under this Agreement shall cease immediately. Nevertheless, unless otherwise provided in this Agreement or prohibited by law, all photo-enforcement violations in process or captured prior to the Effective Date of Termination will continue until final disposition is reached on such violations or for a period of 120 days, whichever is shorter. Gatso will continue to provide Services related to the process leading to such final dispositions during this period.
- 1.6. Removal Of Hardware, Equipment; Restoration. Upon the termination of this Agreement, Gatso will, at its sole expense, promptly remove all Cameras, as defined in Section 3.3, provided as part of its Services, which removal will be completed no later than thirty (30) days after the Effective Date of Termination. In the event Gatso has installed any other hardware or equipment, Gatso will remove such hardware and equipment and restore the intersections and adjacent affected property to substantially the same condition as existed prior to this Agreement and repair any damage resulting from the installation or removal of Gatso hardware or equipment. Gatso will use commercially reasonable efforts such that these other removal and restoration activities occur within not more than forty-five (45) days after the Effective Date of Termination and said removal and restoration activities do not unreasonably interfere with or adversely affect traffic flow. Alternatively, at City request, Gatso shall assign ownership of its poles to the City and leave them in place, for no additional consideration beyond any applicable termination fees. This section will survive the termination or expiration of this Agreement.

2. COMPENSATION

- 2.1. Amount. The City shall pay to Gatso the following fees for the System and related Services:
 - 2.1.1. A “Per Citation Fee” of \$30 per paid citation for intersection safety violations detected by the System. In the event that the City requests, or state or local law requires, that the System include front-facing cameras at each intersection approach to provide additional images of each violation, the “Per Citation Fee” shall be \$44 per paid citation for intersection safety violations detected by the System.
 - 2.1.2. An “Amber/Silver Alert fee” of \$15.00 per hour for each installed Camera, as defined in Section 3.3, used in excess of 40 hours per calendar year in connection with one (1) or more Amber/Silver Alerts, or other alert programs requested by the City and authorized by applicable state or federal law.

- 2.1.3. A “Camera Relocation fee” of an amount to be mutually agreed by the parties taking into account the costs to Gatso associated with such relocation for any Camera, as defined in Section 3.3, relocated upon request by the City during any Initial Term or any Renewal Term, except as otherwise provided in Section 3.6.

2.2. Fee Payment.

- 2.2.1. Gatso shall provide an itemized, monthly invoice to the City within ten (10) days of the first business day of the month. The invoice shall be in such form as reasonably required by the City (which requirements may change during the Term). The City will provide no less than sixty (60) days prior written notice of any changes in invoice requirements. For the first invoice issued by Gatso pursuant to this Agreement, payment shall be due sixty (60) days from the date of invoice. Thereafter, for each bill issued by Gatso, payment shall be due within thirty (30) days from the date of invoice. Any amounts not paid by City when due shall bear interest at the rate provided by applicable state law.
- 2.2.2. Fees are Sole Compensation. The fees required pursuant to this Section 2 shall be Gatso’s sole compensation for the Services described herein. Except as explicitly set forth herein, all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the System and all related hardware and equipment shall remain the responsibility of Gatso.

3. **SCOPE OF WORK**

- 3.1. Gatso Project Manager. Gatso will designate one Gatso employee as the City’s principal contact at Gatso (“Gatso Project Manager”).
- 3.2. The System. Gatso shall furnish, operate, and maintain the System in accordance with Gatso’s standard installation practices and the City’s business rules with respect to the detection of violations (which requirements may change during the Term). The City will provide no less than thirty (30) days prior written notice of any changes in business rules. In the event Gatso makes upgrades to the software or related performance capabilities of the System generally available to its customers, Gatso will provide such upgrades without charge to the City. Gatso shall conduct all operations in compliance with the requirements of local, state and federal law, including MODOT and/or St. Louis County requirements applicable to their rights of way, and City ordinances. Gatso will work diligently to establish an interface with REJIS as directed by the City, and maintain such interface at Gatso’s expense during the Term, except that City shall continue to pay REJIS fifty cents (\$0.50) per paid violation pursuant to separate agreement with REJIS. In the event that Gatso is unable to establish such interface, the City may terminate this Agreement upon thirty (30) days notice without any obligation to pay Termination Fees as set forth in Section 1.4. Gatso shall keep the City’s Project Manager and Court Clerk fully informed about changes to the System, problems with the System, and other Service-impacting developments. No material changes to the System shall be made without advance notice and approval by the City.
- 3.3. Camera Installation. Gatso shall install, operate, and maintain camera equipment at the approaches to intersections identified on **Schedule 1** attached hereto, and such other approaches

as may subsequently be determined by the City and Gatso based on community safety and traffic needs. The camera equipment will be installed by Gatso on City owned or controlled poles at the selected intersections (each an “Existing Pole Camera”). The City will provide Gatso with access to such poles and electricity for operation of the Existing Pole Cameras on such poles at no charge to Gatso. In the event that there is no feasible pole located at an identified location, Gatso will install a pole (painted black and otherwise consistent with reasonable City directions) at such location and install a camera thereon (each a “New Pole Camera” and, collectively with the “Existing Pole Cameras”, the “Cameras”).

- 3.4. Obtaining Permits. Gatso shall prepare all permit applications, design drawings or other related documents as may be reasonably required by the City or any other governmental entities for the installation and operation of the Cameras and any required poles. The City will provide to Gatso, at no cost, all City permits necessary for the operation of the System and provision of the Services provided Gatso meets the minimum requirements for such permits. Gatso will use commercially reasonable efforts to obtain any other necessary permits for the System installation and operation from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the System. The City will reasonably assist Gatso in securing necessary permits from other governmental agencies, as required.
- 3.5. Installation. Gatso will commence installation of the Cameras within ten (10) business days after any and all necessary State of Missouri, St. Louis County, and City permit applications have been approved and such permits have been received. Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any City owned or controlled equipment at any location where the System will be installed, such upgrades shall be the sole responsibility of the City. Gatso may elect to add a separate circuit breaker to the traffic control system power source, if applicable, to obtain electric power for the System. Gatso will use commercially reasonable efforts to complete installation of the initial locations in a timely manner, and in any event within thirty (30) days of receipt of all required permits.
- 3.6. Relocation; Training. The City may relocate any Existing Pole Camera to another City owned or controlled pole once during the Initial Term or any Renewal Term at no cost to the City. If the City requests that an Existing Pole Camera be relocated more than once during any Initial Term or Renewal Term, the City will incur a Camera Relocation Fee as set forth in Section 2.1.3. Upon ten (10) days prior written notice from the City, Gatso will move an Existing Pole Camera to a new location identified by the City in the manner described in Section 3.3. The City may elect to have Gatso train one (1) or more technical staff members in how to move an installed Existing Pole Camera to a new location, including how to attach and align the Existing Pole Camera, as well as how to coordinate with Gatso personnel for necessary technical adjustments for a new Existing Pole Camera location. Once City designees have completed such training, upon seven (7) days prior written notice from the City, such designees may relocate an Existing Pole Camera on a mutually agreed date and time in accordance with such training to any location with a viable City owned or controlled pole. Gatso shall confirm whether the relocated Existing Pole Camera is functioning properly. The City shall be responsible for any damage to a Gatso Existing Pole Camera incurred during any relocation by the City.
- 3.7. 24-Hour Operation. Gatso shall operate the server components of the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled

downtime, including System maintenance and repairs as set forth in Section 3.8, and Force Majeure as set forth in Section 5.4.

- 3.8. System Maintenance; Repairs; Logs. Gatso shall maintain the System and shall promptly repair or replace any damaged or defective equipment, at its own expense except if the damage was caused by the negligent operation of a City owned or controlled vehicle. Gatso shall perform preventative maintenance and cleaning of System components on a regularly scheduled basis, including review, cleaning and testing of Camera settings and operation, communications, and other System components. Gatso will use commercially reasonable efforts to notify the City and initiate repairs to the System within forty-eight (48) hours after identification of any damage or a defect. Gatso shall maintain business records that document the maintenance activity as well as the daily self-test results for each Camera and will make such records available to the City upon request.
- 3.9. Signage. At the City's request and reasonable direction, and in compliance with applicable regulations, and unless MODOT or St. Louis County make other arrangements for such signage, Gatso will provide, install and maintain enforcement notification signage for each approach road to an enforced intersection at no cost to the City. Gatso shall also provide signage specified by the City that goes beyond enforcement notification (such as signs that include welcome messages, logos, or other features), but the City shall bear all extra costs attributable to any such additional features. Those extra costs shall be included in the first invoice issued by Gatso to the City under this Agreement. All signage must be approved by the City prior to installation by Gatso.
- 3.10. City Personnel Training. Gatso will provide System training, including training documentation, to City personnel designated by the City.
- 3.11. Images and Data; Violation Package. Gatso will upload encrypted violation images and embedded violation data to a Gatso server in a timely manner. Gatso shall correlate images and data with DMV records, and shall assemble the images and data into an electronic violation package (a "Violation Package") in such a manner so as to allow the City to carry out those responsibilities set forth in Section 4.3 of this Agreement.
- 3.12. Processing Of Violation Package. Gatso shall process Violation Packages through a reasonably secure system that shall be accessible by the City Police Department through the internet to review, and approve or reject, each violation before a notice of violation is issued related to that violation. Gatso shall notify the City of the list of supported web browsers for accessing this system. Gatso will use commercially reasonable efforts to process violation images and send a Violation Package to the City Police Officer for review within four (4) business days after the violation has occurred. Gatso shall provide aid and assistance in the prosecution of citations issued hereunder, including the provision of witnesses and/or business record affidavits, as may reasonably be required to reach final dispositions in a court or quasi-judicial panel of competent jurisdiction, at no charge to the City.
- 3.13. Notices of Violation. After the City's review and approval of a violation as set forth in Section 4.3, Gatso shall issue a notice of violation with images and data related to the notice of violation by mail within ten (10) days, in such form as reasonably required by the City (which requirements may change during the Term). At the City's direction, warning notices may be issued during the first 30 days of enforcement at an intersection. The System shall allow the registered owner or owners of a cited vehicle to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code issued as part of the notice

of violation. Additionally, Gatso will maintain a toll-free telephone number for registered owners to discuss notices of violation, with hours of 8:00 a.m. to 5:00 p.m. (Central) Monday through Friday, not including Missouri state and federal holidays.

- 3.14. Limit on Use of Information. Gatso shall not use any data associated with the City's use of the System for any purpose other than performance of its obligations under this Agreement, except as may be otherwise expressly directed or approved by the City.
- 3.15. Further Action Directed by City. If a registered owner identifies a different violator, i.e. person who rented vehicle, then the City may enter the new information into the System and thereby request that Gatso reissue the citation to that different violator and Gatso will do so within ten (10) days.
- 3.16. Storage Of Violation Packages. Gatso will store all captured violation data and images pursuant to policies reasonably established by the City (which requirements may change during the Term). The City will provide no less than sixty (60) days prior written notice of any changes in data requirements. The City shall have reasonable access to the Violation Packages during the storage period. Notwithstanding the foregoing, all records and information regarding issued notices of violations shall be retained for at least three years after final disposition or as otherwise required Missouri law.
- 3.17. NLETS Requirements. All authorized Gatso or subcontractor personnel reviewing the vehicle registration information obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of the City shall comply with all applicable State of Missouri and federal NLETS requirements.
- 3.18. Reports. Gatso shall provide ongoing reports to the City through the System. The System reporting functionality shall include details of System operation, statistics relating to the functioning of the System, including but not limited to the number of captured violations, the number of violations sent for Police Department approval, the number of notices of violation issued, the number of notices of violation paid, the amount of scheduled and unscheduled downtime of the System, and such other data as may be reasonably requested by the City.
- 3.19. Public Awareness. Gatso shall assist and support the City's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Gatso shall provide the City with a pamphlet that the City may reproduce and distribute to City residents; such pamphlet shall include a description of the operation of the System in non-technical terms and such other information as mutually determined by the parties.
- 3.20. Insurance. Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.20, and shall require its subcontractors to also meet these insurance requirements. In the event additional coverages or coverage amounts are required by law or applicable authority such as MODOT, the City shall notify Gatso of such requirements and Gatso shall update the insurance coverages maintained pursuant to this Section 3.20 within thirty (30) days of such notice.

3.20.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	statutory
Employer's Liability:	\$1,000,000 ea. accident-injury

\$1,000,000 ea. employee-disease
\$1,000,000 disease-policy

This insurance shall provide that coverage applies to the State of Missouri.

- 3.20.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.
- 3.20.3. Comprehensive General Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit.
- 3.20.4. Umbrella Liability with limits not less than \$5,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in 3.19.1 through 3.19.3 above.
- 3.20.5. Gatso shall list the City as an additional primary insured under all of the policies described in this Section 3.20 and shall file with the City certificates of insurance and endorsements reflecting the minimum insurance coverage and limits provided in this Section 3.20 prior to commencing work on the System. Such policies shall require that at least 30 days notice of cancellation be provided to the City. Gatso shall provide complete copies of policies on request from the City.

4. CITY RESPONSIBILITIES

- 4.1. City Project Manager. The City will designate one City employee as Gatso's principal contact at the City ("City Project Manager") and the Court Clerk shall serve as Gatso's principal contact with the municipal court.
- 4.2. Cooperation. The City will cooperate with Gatso during all aspects of the planning, installation, implementation, and operation of the System and perform any other City obligations set forth in this Agreement. For each installation performed by Gatso pursuant to Section 3.3 and 3.6, the City will provide to Gatso or its subcontractors, the use of a bucket truck (which will remain under the exclusive control of City personnel) and the assistance of those City personnel as may be reasonably requested by Gatso. The City will not access, move or otherwise tamper with an installed Camera except as specifically set forth in Section 3.6.
- 4.3. Review Of Violations. The City will provide sworn City law enforcement officers, community service officers or any other City employee designated by the City to carefully review each Violation Package to determine whether: (a) the violation is approved and notices of violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the City Project Manager will report to Gatso the basis for the rejection by means of the System. The City is solely responsible for determining which violations identified by Gatso are issued as citations.
- 4.4. Access to Information Services. To the extent required by NLETS, the City will provide written authorization (in a form reasonably acceptable to the City) for Gatso and its subcontractors to perform Motor Vehicle Division inquiries on behalf of the City.
- 4.5. Payment Methods; Collection of Infraction Fees. The City shall handle all payments of citations and record such payments within three (3) business days of receipt into the System. Gatso's website shall facilitate payment to the City by credit card, however, Gatso shall not itself accept

credit card payments. Gatso shall have no responsibility for any credit card convenience fees or any liabilities associated with online payments collected the by the City. In the event Gatso receives a payment by other means, it shall forward it immediately to the City.

- 4.6. Collection of Unpaid Fines. The City will employ the same diligence and methods to collect unpaid fines for intersection safety violations as it does for other municipal court fines, but in no case will the City utilize less than reasonable efforts to collect citation fees. The City shall record in the System any citation payments obtained through collection agencies or other efforts within three (3) business days of receipt.

5. **GENERAL PROVISIONS**

5.1. Indemnification Obligations.

- 5.1.1 To the extent allowed under the constitution and laws of the State of Missouri, the City shall indemnify, defend, and hold harmless Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to equipment suppliers and installers) (the “Gatso Indemnitees”) from and against any and all third party claims arising out of or related to:

- a. any material breach of the representations and warranties of the City set forth in Section 5.3.2; or
- b. negligence or misconduct of the City or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Gatso Indemnatee;

- 5.1.2. Gatso shall indemnify, defend, and hold harmless the City and its elected officials, officers, employees, agents, attorneys, representatives, and permitted assignees and all persons acting by, through, under or in concert with them (the “City Indemnitees”) from and against any and all third party claims arising out of or related to:

- a. any material breach of the representations and warranties of the Gatso set forth in Section 5.3.1;
- b. negligence or misconduct of Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any City Indemnatee; or
- c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Gatso will either: (a) enable the City to continue to use the System, (b) modify the System to render it non-infringing; or (c) replace the System with a replacement System at least functionally equivalent. If Gatso determines that none of these alternatives is

reasonably available, Gatso shall have the right to terminate this Agreement effective immediately.

5.1.3. In the event any third party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5.1 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim at its expense. The Indemnified Party will have the right to participate in the defense of the Claim at its sole expense.

5.1.4. Gatso and the City have entered into this Agreement with the good faith understanding that they may each perform their obligations hereunder in compliance with applicable law. Each party has reached that understanding independently from the other and makes no representation or warranty to the other in that regard. In the event of any claim by a third party contrary to that understanding, each party shall be responsible for its own defense and liability and shall have no indemnification obligation to the other. On the other hand, if the City or Gatso knowingly violates applicable law, such conduct will constitute a violation of its warranty set forth below and require indemnification.

5.2. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.1 AND AMOUNTS DUE PURSUANT TO THE TERMS HEREOF: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY THE CITY TO GATSO PURSUANT TO SECTION 2.1 DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

5.3. Representations and Warranties.

5.3.1. Gatso represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement;
- b. the Systems are provided and will continue to perform in accordance with this Agreement;
- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services described herein in compliance with all applicable federal, State of Missouri, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race,

creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;

- e. it is not barred by law from contracting with City or with any other unit of state or local government, including as a result of delinquency in the payment of any tax administered by the Missouri Department of Revenue unless Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax;
- f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Gatso will be liable to the City for all loss or damage that the City may suffer thereby, and this Agreement will be null and void, at the City's option; and
- g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Gatso further represents and warrants to the City that Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.3.2. The City represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, State of Missouri, and local procurement requirements, including, but not limited to those set forth in Municipal Code of the City of Creve Coeur, Section 140.030(B), in connection therewith; and
- b. it will utilize the System in compliance with all applicable federal, State of Missouri and local laws.

5.3.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.3:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- b. GATSO MAKES NO WARRANTY THAT THE SERVICES AND/OR SYSTEM WILL MEET THE CITY'S REQUIREMENTS, OR THAT THE SERVICES AND/OR SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES GATSO MAKE ANY WARRANTY AS TO THE

RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SYSTEM; THE CITY'S SOLE RECOURSE FOR SUCH ISSUES IS THE RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE AS PROVIDED ABOVE.

- 5.4. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (ii) are beyond the control of the party obligated to perform, and (iii) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.5. Relationship between Gatso and City. Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 5.6. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5.7. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement.
- 5.7.1. When a conflict arises between the City and Gatso, the project team members will first strive to work out the problem internally.
- 5.7.2. If the project team cannot resolve the conflict within seven (7) days, the City Project Manager identified pursuant to Section 4.1 and the Gatso Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.
- 5.7.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Gatso will meet with the City Administrator or his designee within seven (7) days to resolve the issue.
- 5.7.4. If the conflict remains unresolved as described in Section 5.7.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or may continue to negotiate, or seek mediation if mutually agreed.
- 5.7.5. During any conflict resolution, Gatso agrees to provide those Services relating to items not in dispute, to the extent practicable pending resolution of the conflict, and the City agrees to pay undisputed amounts due on invoices per the Agreement.

- 5.8. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the State of Missouri, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in Missouri, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.
- 5.9. Entire Agreement; Amendment. This Agreement and its exhibits and schedules constitute the entire agreement between the parties about the Services and supersede all prior and contemporaneous agreements or communications. This Agreement and its exhibits and schedules may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.
- 5.10. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.
- 5.11. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.12. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.
- 5.13. Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by confirmed facsimile to the parties as follows:

City: City Administrator
300 N. New Ballas Road
Creve Coeur, MO 63141

Gatso: Andrew Noble, President
Gatso USA, Inc.
900 Cummings Center, Suite 321-U,
Beverly, Massachusetts 01915-6183

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Gatso and the City of Creve Coeur, Missouri, have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:
Gatso USA, Inc.

Agreed to:
City of Creve Coeur, Missouri

By _____
Authorized signature

By _____
Authorized signature

Name (type or print): Andrew Noble
Title: President
Date:

Name (type or print):
Title:
Date:

Attested to:

Attested to:

By _____

By _____

Name (type or print):
Title:
Date:

Name (type or print):
Title:
Date:

SCHEDULE 1

Installation locations per Section 3.3, Customer Agreement between GATSO USA and the City of Creve
Coeur

E/B Ladue at Emerson

W/B Ladue at Emerson

Olive & I 270 (all directions)

- w/b Olive at I-270
- e/b Olive at I-270
- w/b Olive to s/b I-270
- e/b Olive to n/b I -270
- s/b I-270 ramp to e/b Olive
- n/b I-270 ramp to w/b Olive

W/B Olive at N. New Ballas Rd.



1. ATS RED-LIGHT SAFETY CAMERA SYSTEM

PER THE REQUEST OF THE CITY TO PROVIDE ADDITIONAL PRICING FOR OPTIONAL SERVICES:

On November 13, 2013, the City of Creve Coeur requested additional pricing and options as it relates to operation of their photo enforcement program in the next term.

American Traffic Solutions is pleased to provide the City with additional information and pricing.

We are the proven, reliable company in the Missouri photo enforcement industry. A known quantity, the company with the people your staff has known and worked with for years, the oldest company in Missouri, the first with a MoDOT approved red light camera program, the first with a St. Louis County approved red light camera program, and the ONLY company with a MoDOT approved speed enforcement program.

The people who work on your program live and work here. We don't need to fly staff in to provide expert testimony on your Thursday court dates, they drive there because they live here in St. Louis County. We don't need to rent a bucket truck to maintain your system because they are housed here in our St. Louis office. If you need a face-to-face meeting, we can be there the same day.

As North America's, America's and Missouri's largest photo enforcement provider, we are best equipped to provide Creve Coeur with the level of stability and service they request and expect. ATS is the only vendor with a local office, local technicians and local staff – that means faster, focused service.

The City can continue to count on our legal resources, such as former Supreme Court Judge and Saint Louis University Dean of Law Michael Wolff, former U.S. Attorney Ed Dowd and the Dowd Bennett Law Firm, Carmody McDonald, Stinson Morrison Hecker and of course, our in-house legal team. We do not charge our clients for the use of any of those resources. Your city has always had the knowledge that they have had access to our legal resources.

Because we live here, we know the local environment. We watch the same news that you do. We have ten registered lobbyists – more than all other vendors combined – to help continue to educate our lawmakers on the positive results of your program and others from around the state. ATS has successfully led the effort every time to educate the lawmakers to enact reasonable statewide standards or to help stop unreasonable efforts to ban your police department's ability to utilize technology to protect your streets and citizens.

We have all seen what damage a company who doesn't know or perhaps follow the rules can do to a city or industry. You can look no further than what has happened with speed enforcement in St. Louis County. All of those programs are operated by new and/or out-of-state companies. No city wants that to happen to them.

We are the ONLY vendor that can guarantee your system will be available to continue to operate at the end of this contract term.

We are the proven, reliable company in the Missouri photo enforcement industry.



ABILITY TO CAPTURE DRIVER IMAGES

ATS' proposed systems can be configured to capture frontal images, in addition to rear images of the violating vehicle, by simply adding a front-facing camera to each camera system. The ATS camera systems capture two high-resolution color images from the rear of the vehicle and up to two high-resolution color images from the front of the vehicle. The images contain all of the information needed to prosecute a red-light violation, including a clear image of the license plate, which is magnified from either of the actual violation images, and a clear driver image. It is important to note that the license plate image is cropped from one of the main scene images that clearly demonstrates the traffic signal engaged in the **RED PHASE**.

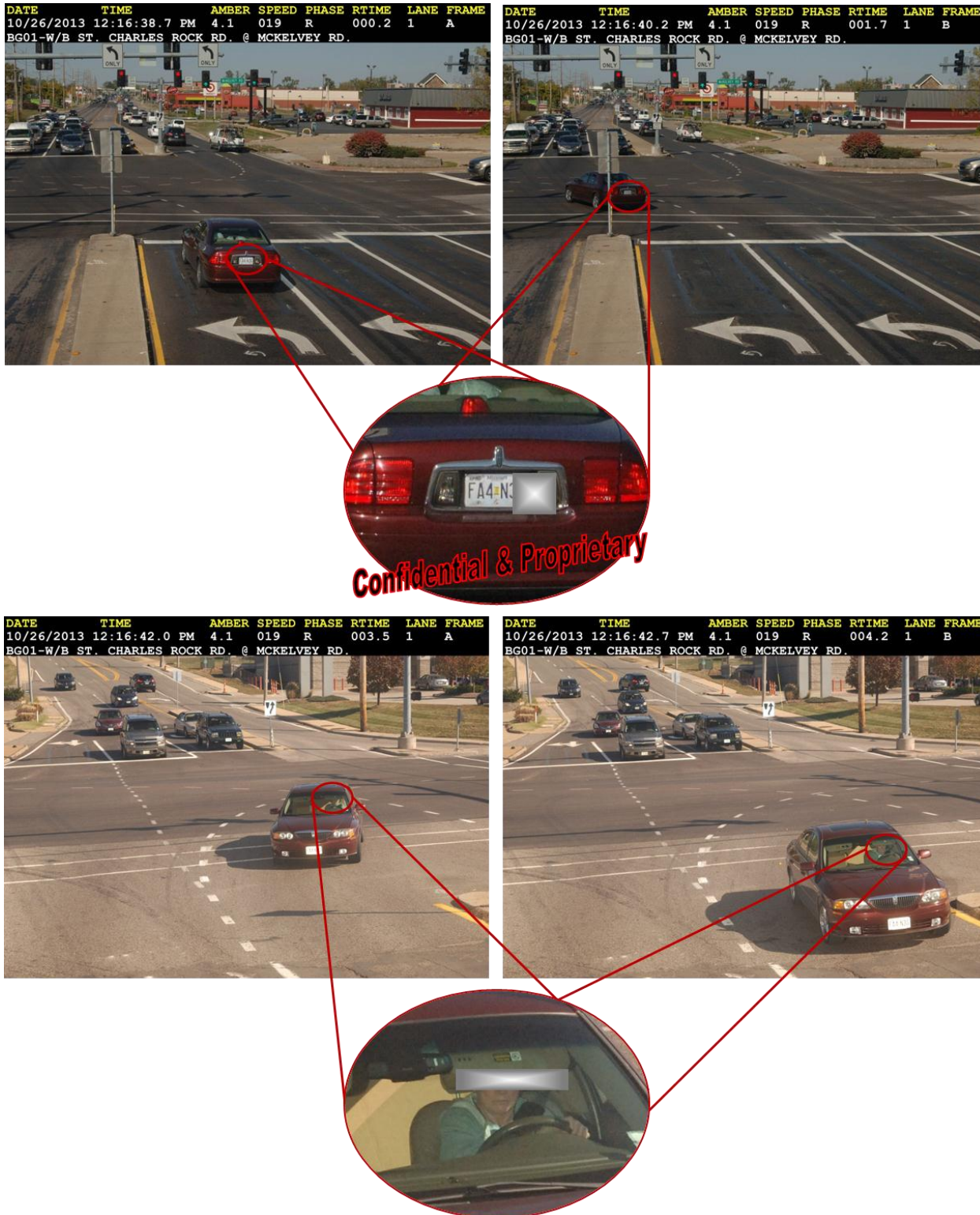
In contrast, multiple-camera systems use a separate camera that is zoomed and trained on a specific roadway section to capture the license plate data of the offending vehicle. This zoomed image captured by multiple-camera systems does not show the traffic signal engaged in the red phase and may be open to challenge during a hearing.

ATS also operates driver liability programs in Arizona, Colorado and California.

The following are sample violation images captured by ATS' camera systems in Bridgeton, Missouri.



Sample Violation Image Set – Day





Sample Violation Image Set – Night





The pricing in our original response to RFP for Photo Enforcement was valid until September 10, 2013 as described in the response: "The following pricing is valid until September 10, 2013, which is 60 days following the proposal due date of July 12, 2013."

The following pricing for the revised solutions and is valid until January 20, 2014, which is 60 days following due date of November 21, 2013 of the City's request for additional pricing. Should an extended timeframe be required, please do not hesitate to contact us.

All pricing includes: Red-Light Safety Camera equipment for a four-lane approach with up to two signal phases, installation, maintenance, violation processing services, DMV records access, notice processing (mailing of 1st notice in color with return envelope), mailing of 2nd notice, call center support for general program questions and public awareness program support.

With the addition of driver photo cameras, another camera will be installed, if allowed by MoDOT, and will provide all services listed above with a picture of the driver. The pricing is based on three full years of operation.

ATS will guarantee for cost-neutrality to the City for the entire term of the contract.

Existing locations, the City may choose: \$39 per paid citation OR \$500 per month, per camera and \$25 per paid citation.

Once and after a conversion to a driver photo camera the City may choose: \$49 per paid citation OR \$500 per month, per camera and \$45 per paid citation.

Optional Services Applicable to All Offerings Noted Above	
Pre-Collection Letters	10% of recovered revenue
Delinquent Collections Services	30% of recovered revenue



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: 11/18/2013
TO: Chief Glenn Eidman
FROM: Lt. Tim Koncki
SUBJECT: Recommendation of Photo Enforcement Vendor

The purpose of this memo is to provide a background on the City's intersection safety program, state the goals of the program, discuss its successes, outline the current contract and provide a recommendation for the selection of a photo enforcement vendor which is in the best interest of the City.

History:

In 2007, the city implemented an automated photo enforcement traffic system at select intersections. Much of the focus was on the I-270 at Olive Blvd. intersection due to the high traffic volume, high crash volume and the difficulties the intersection presented for officers to enforce violations.

The goal of the program was to improve public safety at intersections by reducing the number of serious crashes. Since this safety program was implemented, the number of red light violations at photo enforced intersections in the City of Creve Coeur have decreased by almost fifty percent. In 2008, the first full year of the program, there were 16,003 violations. In 2010, the number of violations decreased to 8,628.

National studies show red light camera enforcement programs change driver behavior and reduce the citywide rate of red light violations at all intersections – not just those intersections that are photo enforced. In Creve Coeur, the number of enforced red light violations at all intersections have seen a dramatic decrease. In 2006, officers issued over 1,100 red light violations. In 2008, after the implementation of the automated photo traffic enforcement system, the number of officer issued violations decreased to 696. In 2012, the number of officer issued red light violations was 377 – a 65% reduction from 2006 when there was no photo enforcement program. Based on this positive outcome, it is apparent that the City should continue this intersection safety program, utilizing automated photo enforcement.

In 2008, the City contracted with American Traffic Solutions (ATS) to provide photo enforcement services. This original contract expired on September 30, 2013. In order to continue uninterrupted services through the end of 2013, a three month contract extension was enacted.

In preparation for a new automated photo enforcement contract agreement, the city recently announced a Request for Proposal (RFP) and received bids from the following:

- American Traffic Solutions (ATS)
- Gatso USA
- GovComm Inc.
- Redflex Traffic Systems
- Xerox Inc.

All proposals were received before the deadline extension, July 12, 2013.

The proposals were reviewed by city staff to include: Mark Perkins (City Administrator), Carl Lumley (City Attorney), Glenn Eidman (Chief of Police), Dan Smith (Director of Finance), Tim Koncki (Traffic Supervisor) and Jodi Caswell (Municipal Court Clerk).

The proposals were evaluated based on the criteria outlined in the original RFP and it is the opinion of the staff that Gatso USA is the best vendor in the interest of the City.

The Gatso USA proposal offers many benefits:

Advanced technology- Gatso USA uses a high quality 20 megapixel camera with the ability to capture crystal clear images of fast moving vehicles. The camera combines 30 frames per second with photo-sensitivity to allow the registration of multiple violations under all light conditions.

Autonomous equipment- the camera works autonomously from data lines and traffic signal controllers, and can be installed in less than two hours. This autonomous technology minimizes the changes to infrastructure. There is no disruption to the roadway surface.

Vast experience- Gatso Worldwide remains the world's largest automated enforcement vendor, with over 45,000 installations in 60 countries.

Excellent referral feedback- Creve Coeur PD contacted numerous referrals throughout the Midwest, including Columbia (MO) Police Department. All agencies gave Gatso very high marks in technology, customer service, training, outreach and education.

Cost- Gatso bid \$30 a violation with no minimum number of violations or minimum monthly fee. Gatso waived pole installation fees, which were estimated to be as much as \$25,000 per pole. This bid is significantly less than the proposed contract with ATS which is- \$31 per paid violation with a \$4,200 minimum payment per camera per month. Under the ATS proposal, fees can be as high as 60% of program revenues.

Training- Gatso offers classroom, individual, video instruction, phone support, hardware instruction, and supplemental training. All training will be delivered by Gatso onsite with minimal interruption to staff operation.

Quality- the overall system capability, violation processing, administrative functionality, customer service and evidence packing meet or exceed the quality of the current system.

Other vendor considerations:

American Traffic Solutions – Since 2007, ATS has provided an acceptable photo enforcement safety program for the City which has had a positive impact in changing driver behavior. Their system capabilities and customer service/support have generally met the City's expectations. However, their annual crash reports did not meet deadline requests and the report lacked detailed data. Also, their 2013 proposal lacked a significant technological upgrade and their financial proposal was inferior to the Gatso USA bid. See fee structure below. After careful review, City staff considered ATS a second choice.

GovComm Inc. - offers similar services as the other vendors, but at a higher cost (3-year term for \$6,500 per approach per month). There was no fee per violation option. The proposal did not include: specifics on aesthetics, required references, or detailed information regarding imaging and processing. GovComm Inc. was not chosen as a finalist.

Redflex Traffic Systems- offers similar services as the other vendors, but at a higher cost than the Gatso USA bid - \$3,950 per red light system. The Redflex response was comprehensive, yet contained errors in referencing information in the document. The city staff attended a live presentation by a Redflex representative. The presentation did not meet expectations and left too many unanswered questions whether their program could meet the City's needs. Overall, the Redflex proposal did not establish a clear advantage in aesthetics, customer service, technology or violation processing. Redflex was not chosen as a finalist.

Xerox Solutions- offers similar services as the other vendors, but at a higher cost (3-year term for \$5,834 per approach per month). There was no overwhelming benefit to the program to justify the higher cost. Xerox was not chosen as a finalist.

The city will continue to work with Gatso USA as it relates to all technical aspects, including system integration with MoDOT and REJIS, so the program will be fully operational no later than January 31, 2014, barring unforeseen reason for delay.

Gatso is proposing a three-year contract with an option for the parties to mutually agree to two one-year extensions.

In summary, the City Staff recommends going with Gatso USA as our vendor for photo-enforcement as we feel that they will provide the best quality photo enforcement service at the lowest price.

Respectfully,

Lt. Koncki 513

Lt. Tim Koncki #513

PHOTO ENFORCEMENT CONTRACT COMPARISON		
ATS CURRENT	ATS PROPOSED	GATSO USA PROPOSED
5-year contract \$31.33 per paid violation, or Minimum \$4,500 per location Maximum City obligation 70%	5-year contract \$31.33 per paid violation, or Minimum \$4,200 per location Maximum City obligation is 60%	3-year contract (w/ 2 - 1yr ext.) \$30 per paid violation no min. No fee per location No installation fee

**AN ORDINANCE REPEALING CONDITIONAL USE PERMIT ORDINANCE 5288
AND AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR
A 2,368 SQUARE-FOOT RESTAURANT LOCATED AT 12637 OLIVE BOULEVARD
WITHIN THE WEST PARK CENTER**

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; and

WHEREAS, an application was submitted by Anitha Koppara of Anis, L.L.C., to amend the prior conditional use permit for a 2,368 square-foot, 48-seat, restaurant at 12637 Olive Boulevard within the West Park Center to include 16 outdoor dining seats; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, November 18, 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 November 18, 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 Council approved consideration and passage of this ordinance as an emergency measure on the day of its introduction due to the Council's cancellation of its next regular meeting, 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 Numbers 1470 and 5288 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 12637 Olive Boulevard, in the "CB" Core Business zoning district, within the West Park Center, whose legal description is as follows:

Parcel No. 1:

Lots 1B and Lot 2 of the "Final Subdivision Plat of West Park Center-East", a subdivision in the County of St. Louis, Missouri, according to the plat thereof recorded in Plat Book 350 page 460 of the St. Louis County Records.

Parcel No 2:

The non-exclusive rights and easements for private drives and utility easements appurtenant to and for the benefit of the above described Parcel 1 created and established by the West Park Easement and Dedication Plat (the "1987 Plat"), executed by Broken Heart Venture, a Missouri limited partnership ("BHV"), on January 22, 1987, filed for record January 26, 1987 in the Office of the Recorder of Deeds in and for St. Louis county, Missouri, (the "Office of the Recorder of Deeds") in Plat Book 257, page 33, as amended by: (1) the First Amendment to the West Park Easement and Dedication Plat (the "First Amendment") executed by BHV on January 12, 1988 and filed for record January 19, 1988 in Book 8258, page 2158 in the Office of the Recorder of Deeds; and (2) the Second Amendment to West Park easement and Dedication Plat Re St. Louis County Water Company (the "second Amendment") executed by BHV on February 18, 1988 and filed for record February 19, 1988 in book 8271, page 1965 in the office of the Recorder of Deeds (the 1987 Plat, the First Amendment and the Second Amendment are hereinafter collectively called the "1987 Plat") over those portions of the real property described in the 1987 Plat (the "West Park Property") designated therein as Center Park Drive and other Drives, expressly including that part of Road "C" lying outside of the boundaries of Parcel 1 described herein above.

Parcel No. 3:

The perpetual, non-exclusive rights and easements appurtenant to and for the benefit of the above described Parcel 1, created and granted by the Easement Declaration (the "Easement Declaration") dated March 19, 1987, executed by the First National Bank of Chicago, not personally, but as Trustee of the First National Bank of Chicago Group Trust for Pension and Profit Sharing Trust, Institutional Real Estate Fund ("F") under Declaration of Trust dated December 1, 1982, as amended, filed for record May 7, 1987 in the Office of Recorder of Deeds in Book 8119, page 1598, including, but not by way of limitation:

(I) The non-exclusive rights and easements for the discharge of storm and surface waters from Parcel 1;

(II) The non-exclusive rights and easements for access, ingress and egress to install, maintain, repair, replace and remove drainage facilities necessary for the discharge of storm and surface waters from Parcel 1, as aforesaid; over those portions of the real property more particularly described on Whispering Hills Plat Four, filed for record in the Office of the Recorder of Deeds in Plat Book 123, page 23, delineated by cross hatching on Exhibit B to the Easement Declaration.

Parcel No. 4:

The non-exclusive rights and easements appurtenant to and for the benefit of the above described parcel 1, in accordance with and upon the terms and conditions of the Restated Declaration of Covenants, Easements and Restrictions (the "1996

Declaration”) dated as of March 15, 1996 executed by and among AMC Realty, Inc., Olive-Mason, L.P. and John Hancock Mutual Life Insurance Company, filed for record March 27, 1996 in the Office of the Recorder of Deeds in Book 10780, page 197, including, but not by way of limitation;

(i) The non-exclusive rights and easements for various parking areas, unobstructed access to public streets and unobstructed pedestrian and vehicular passage over those portions of the common Area, as defined therein.

(ii) The non-exclusive rights and easements for storm sewers, a single sanitary sewer and water lines, over, under and through portions of West Park Property, as defined therein.

(iii) The non-exclusive rights and easements for the construction, maintenance and use of all apparatus necessary to provide utility services to the above described Parcel 1, including but not by way of limitation, telephone, electricity, natural gas, cable television, water, storm and sanitary sewers, and above ground and underground storm water drainage outlets to retention basins, over, under, and through all or any portion of the common Area as defined therein.

(iv) The non-exclusive rights and easements for the temporary occupation of all or any part of the West Park Property in order to facilitate the construction and/or maintenance of the improvements located thereon, as defined therein.

Parcel No. 5:

The perpetual, non-exclusive rights and easements appurtenant to and for the benefit of the above described Parcel 1, created and granted by the Reciprocal easement, Joint Use, Construction and Maintenance Agreement (the “REA”) dated January 25, 1989, by and between Broken Heart Venture, L.P., a Missouri limited partnership, and Mary Partnership, L.P., a Missouri limited partnership, filed for record February 13, 1989 in the Office of the Recorder of Deeds in Book 8461, page 1189, for the construction, inspections, use, maintenance, replacement and repair of a roadway and median in and across the real property more particularly described and defined therein, together with

(I) The temporary non-exclusive rights and easements for the construction and maintenance of said roadway and median appurtenant to and for the benefit of the above described Parcel 1, created and granted by the REA over those portions of real property necessary for the construction and maintenance of said roadway and median, as defined therein.

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

1. The conditional use permit shall be for the operation of 2,368 square-foot eating and drinking establishment at 12637 Olive Boulevard.
2. Maximum seating permitted is limited to 48 seats for indoor dining, and 16 seats for outdoor dining. A minimum four foot wide, unobstructed and clear pedestrian path must be maintained at all times if outdoor seating is placed adjacent to the building.
3. Hours of operation shall not exceed 11:00 am to 10:00 pm Monday through Sunday. Additional business hours may be permitted with the Zoning Administrator’s approval, including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the building or as far from the public right-of-way as possible.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
6. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.

7. Any mechanical equipment installed for the site shall be properly screened with approved materials.
8. 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.
9. 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.
10. 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.
11. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

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

ADOPTED THIS ____ DAY OF _____, 2013.

SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2013.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, CITY CLERK



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>ANITHA KOPPARA</u> Name	<u>ANIL K JUKANTI</u> Name
<u>ANIS LLC</u> Company (If Applicable)	<u></u> Company (If Applicable)
<u>12637 OLIVE BLVD</u> Address	<u>12446 Light house way Dr #E</u> Address
<u>CREVE COEUR, MO. 63141</u> Address	<u>Creve Coeur, MO. 63141</u> Address
<u>Telephone # 614 787 2567</u>	<u>Telephone # 614-787-2564</u>
<u>Fax #</u>	<u>Fax #</u>
<u>Email: KOPPARA.anitha@gmail.com</u>	<u>Email: anik-jukanti@yahoo.com</u>
<u></u> Applicant's Signature	<u></u> Applicant's Representative's Signature

Property Information:	Owner's Acknowledgement (if different from applicant):
<u>12601-12645 Olive Blvd</u> Address	<u>WEST PARK RETAIL LLC</u> Name
<u>St. Louis, MO. 63141</u> Address	<u></u> Company (If Applicable)
<u>West Park Retail</u> Development Name (if any)	<u>1610 DesPeres Road Ste. 320</u> Address
<u>Commercial.</u> Current Zoning	<u>St Louis, MO 63131</u> Address
<u></u> Prior CUP Approvals (if known)	<u>Telephone # 314-569-5000</u>
	<u>Fax # 314-569-5059</u>
	<u>Email: chilsman@altusproperties.com</u>
	<u> Agent for Owner</u> Owner's Signature

Description of Requested Use (attach additional sheets as needed)

General Description of Business: We like to introduce outdoor seating for ANIS HYDERABAD HOUSE to St. Louis at 12637 Olive Blvd.

Gross Floor Area – Existing and Proposed: 2,368 sq. ft

Number of Seats (for restaurant only): 14-15

Number of Employees at the busiest shift: 2

Hours of Operation: 11:00 AM - 9:00 PM Weekdays. 11:00 AM to 9:30 PM weekends

Current or Most Recent Use of the Property: Restaurant

Will the applicant apply for a liquor license: Yes ☒ No ☐

Rationale

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

Submittal Checklist

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

Preferred Public Hearing Date: Monday, _____, 20____.

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

Office Use Only

____ All Sections Complete

Received By: _____

____ All Documents, incl. e-Copies

____ Fees Paid

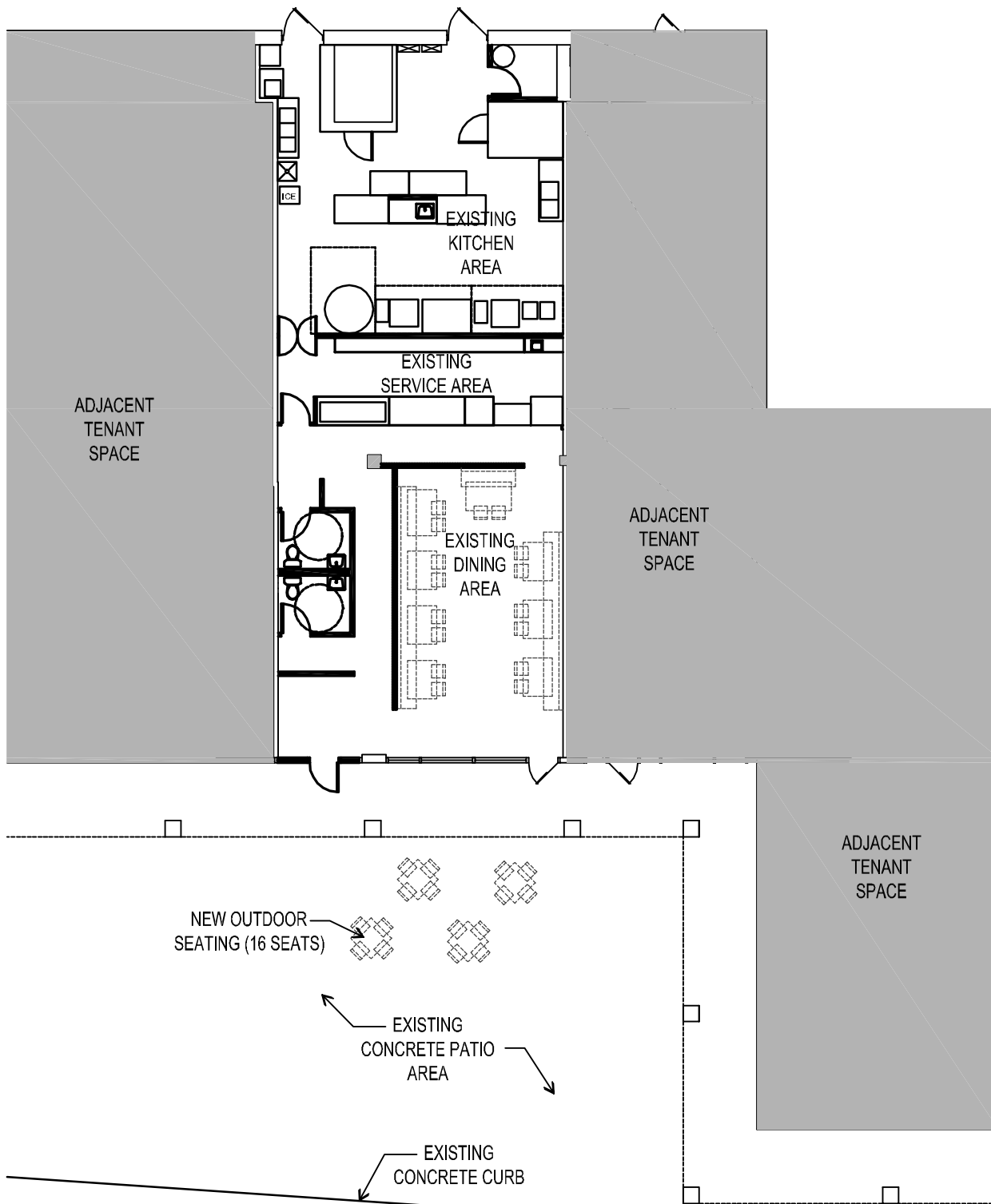
Date: _____

Paul Langdon, AICP, Planning Director

Whitney Kelly, AICP, City Planner

Julie Lowery, Administrative Assistant (872-2501)

Revised: 11/11



OUTDOOR SEATING PLAN

NTS

ANIS

12637 OLIVE BOULEVARD
ST. LOUIS, MISSOURI 63141

EXHIBIT A

Site Plan of Premises

The Premises are depicted in red below and are shown as consisting of 2,368 square feet.



**AN ORDINANCE REPEALING CONDITIONAL USE PERMIT ORDINANCE 1470 AND
AUTHORIZING THE ISSUANCE OF A NEW CONDITIONAL USE PERMIT FOR A 2,368
SQUARE-FOOT EATING AND DRINKING ESTABLISHMENT LOCATED AT 12637
OLIVE BOULEVARD WITHIN THE WEST PARK CENTER, AND CONTAINING AN
EMERGENCY CLAUSE.**

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 Anitha Koppa of Anis, L.L.C., for a conditional use permit for a 2,368 square-foot, 48-seat eating and drinking establishment at 12637 Olive Boulevard within the West Park Center; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, December 3, 2012, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application for the conditional use permit as provided by Section 405.1070(D)(2); and

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

WHEREAS, the Planning and Zoning Commission reviewed and, by a 4-0 vote, recommended approval of the conditional use permit, subject to the conditions contained herein, at its meeting on December 3, 2012; and

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

WHEREAS, the Council approved consideration and passage of this ordinance as an emergency measure on the day of its introduction due to the Council's cancellation of its next regular meeting, 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 1470 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 12637 Olive Boulevard, in the "CB" Core Business zoning district, within the West Park Center, whose legal description is as follows:

Parcel No. 1:

Lots 1B and Lot 2 of the "Final Subdivision Plat of West Park Center-East", a subdivision in the County of St. Louis, Missouri, according to the plat thereof recorded in Plat Book 350 page 460 of the St. Louis County Records.

Parcel No 2:

The non-exclusive rights and easements for private drives and utility easements appurtenant to and for the benefit of the above described Parcel 1 created and established by the West Park Easement and Dedication Plat (the "1987 Plat"), executed by Broken Heart Venture, a Missouri limited partnership ("BHV"), on January 22, 1987, filed for record January 26, 1987 in the Office of the Recorder of Deeds in and for St. Louis county, Missouri, (the "Office of the Recorder of Deeds") in Plat Book 257, page 33, as amended by: (1) the First Amendment to the West Park Easement and Dedication Plat (the "First Amendment") executed by BHV on January 12, 1988 and filed for record January 19, 1988 in Book 8258, page 2158 in the Office of the Recorder of Deeds; and (2) the Second Amendment to West Park easement and Dedication Plat Re St. Louis County Water Company (the "second Amendment") executed by BHV on February 18, 1988 and filed for record February 19, 1988 in book 8271, page 1965 in the office of the Recorder of Deeds (the 1987 Plat, the First Amendment and the Second Amendment are hereinafter collectively called the "1987 Plat") over those portions of the real property described in the 1987 Plat (the "West Park Property") designated therein as Center Park Drive and other Drives, expressly including that part of Road "C" lying outside of the boundaries of Parcel 1 described herein above.

Parcel No. 3:

The perpetual, non-exclusive rights and easements appurtenant to and for the benefit of the above described Parcel 1, created and granted by the Easement Declaration (the "Easement Declaration") dated March 19, 1987, executed by the First National Bank of Chicago, not personally, but as Trustee of the First National Bank of Chicago Group Trust for Pension and Profit Sharing Trust, Institutional Real Estate Fund ("F") under Declaration of Trust dated December 1, 1982, as amended, filed for record May 7, 1987 in the Office of Recorder of Deeds in Book 8119, page 1598, including, but not by way of limitation:

(I) The non-exclusive rights and easements for the discharge of storm and surface waters from Parcel 1;

(II) The non-exclusive rights and easements for access, ingress and egress to install, maintain, repair, replace and remove drainage facilities necessary for the discharge of storm and surface waters from Parcel 1, as aforesaid; over those portions of the real property more particularly described on Whispering Hills Plat Four, filed for record in the Office of the Recorder of Deeds in Plat Book 123, page 23, delineated by cross hatching on Exhibit B to the Easement Declaration.

Parcel No. 4:

The non-exclusive rights and easements appurtenant to and for the benefit of the above described parcel 1, in accordance with and upon the terms and conditions of the Restated Declaration of Covenants, Easements and Restrictions (the "1996 Declaration") dated as of March 15, 1996 executed by and among AMC Realty, Inc., Olive-Mason, L.P. and John

Hancock Mutual Life Insurance Company, filed for record March 27, 1996 in the Office of the Recorder of Deeds in Book 10780, page 197, including, but not by way of limitation;

(i) The non-exclusive rights and easements for various parking areas, unobstructed access to public streets and unobstructed pedestrian and vehicular passage over those portions of the common Area, as defined therein.

(ii) The non-exclusive rights and easements for storm sewers, a single sanitary sewer and water lines, over, under and through portions of West Park Property, as defined therein.

(iii) The non-exclusive rights and easements for the construction, maintenance and use of all apparatus necessary to provide utility services to the above described Parcel 1, including but not by way of limitation, telephone, electricity, natural gas, cable television, water, storm and sanitary sewers, and above ground and underground storm water drainage outlets to retention basins, over, under, and through all or any portion of the common Area as defined therein. (iv) The non-exclusive rights and easements for the temporary occupation of all or any part of the West Park Property in order to facilitate the construction and/or maintenance of the improvements located thereon, as defined therein.

Parcel No. 5:

The perpetual, non-exclusive rights and easements appurtenant to and for the benefit of the above described Parcel 1, created and granted by the Reciprocal easement, Joint Use, Construction and Maintenance Agreement (the "REA") dated January 25, 1989, by and between Broken Heart Venture, L.P., a Missouri limited partnership, and Mary Partnership, L.P., a Missouri limited partnership, filed for record February 13, 1989 in the Office of the Recorder of Deeds in Book 8461, page 1189, for the construction, inspections, use, maintenance, replacement and repair of a roadway and median in and across the real property more particularly described and defined therein, together with

(I) The temporary non-exclusive rights and easements for the construction and maintenance of said roadway and median appurtenant to and for the benefit of the above described Parcel 1, created and granted by the REA over those portions of real property necessary for the construction and maintenance of said roadway and median, as defined therein.

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

1. The conditional use permit shall be for the operation of 2,368 square-foot eating and drinking establishment at 12637 Olive Boulevard.
2. Maximum seating permitted is limited to 48 seats for indoor dining, and no outdoor dining.
3. Hours of operation shall not exceed 11:00 am to 10:00 pm Monday through Sunday. Additional business hours may be permitted with the Zoning Administrator's approval, including, but not limited to, the catering of special events.
4. Employee parking, delivery and company vehicles shall be parked behind the building or as far from the public right-of-way as possible.
5. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
6. The restaurant shall use a tempered makeup air system. Such system shall be regularly cleaned and maintained in order to reduce cooking smells.
7. Any mechanical equipment installed for the site shall be properly screened with approved materials.
8. 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

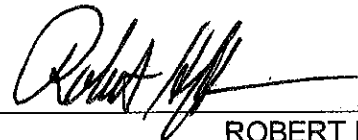
Planning and Zoning Commission as an amendment to the Conditional Use Permit before a Building Permit for the enlargement, expansion or alteration may be issued.

9. 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.
10. 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.
11. Any transfer of ownership or lease of the property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the approved Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new owner or lessee shall be filed with the City at the time of such transfer or lease. Failure to comply with this provision shall not excuse anyone from these conditions.

Section 4: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 2 of this ordinance. Exercise of the rights granted pursuant to the issued permit shall constitute acceptance of all conditions and stipulations set forth herein.

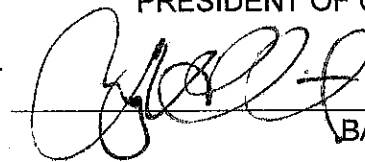
Section 5: This ordinance shall become effective as emergency measure in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 10 DAY OF December, 2012.



ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS 10 DAY OF December, 2012.



BARRY GLANTZ
MAYOR

ATTEST:



DEBORAH RYAN, MPCC
CITY CLERK



NOTICE of PUBLIC HEARING

Request for Conditional Use Permit for a Anis Hyderabad House Indian Restaurant
12637 Olive Boulevard, Creve Coeur, MO 63141

Anitha Koppara, of Anis Hyderabad House Indian Restaurant, has submitted a request for a conditional use permit for a 2,368 square foot eating and drinking establishment, at 12637 Olive Boulevard within the West Park Retail Center (see attached map). The restaurant will have 48 interior seats. The property is zoned “CB” Core Business District.

Creve Coeur's Planning and Zoning Commission is scheduled to review the proposal at its meeting on **Monday, December 3, 2012** for recommendation to the City Council. The City Council makes the final decision on all conditional use permits. Meetings are held at 7:00 P.M., in the Council Chambers of the Creve Coeur Government Center located at 300 North New Ballas Road. All reports, plans, documents, and related materials may be viewed at the Creve Coeur Government Center.

We encourage you to attend if you have any questions or wish to make a statement. In addition, you can submit written or e-mail comments in advance or at the meeting. For information about this proposal or to verify the meeting schedule, please call (314) 872-2501 or e-mail wkelly@ci.creve-coeur.mo.us.





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

November 21, 2013

Ms. Anitha Koppara
Anis, L.L.C.
1212 Cold Springs Drive
O'Fallon, MO 63368

Re: Application #13-046: Request to amend conditional use permit for a restaurant
Anis Hyderabad – 12637 Olive Boulevard

Ms. Koppara:

The Planning and Zoning Commission, at its meeting of November 18, 2013, reviewed your request to amend the conditional use permit to allow for outdoor seating at Anis Hyderabad restaurant, located at 12637 Olive Boulevard.

By unanimous vote, the Planning Commission recommends approval of the amendment to the conditional use permit for Anis Hyderabad, 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, November 25th, 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, NOVEMBER 18, 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, November 18, 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. Tim Carney
 Mr. James Faron
 Mr. Ken Howard
 Mr. Gene Rovak

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

6. NEW BUSINESS

B. Application #13-046: Request for the approval to amend the conditional use permit for Anis Hyderabad House Indian Restaurant to allow for outdoor seating.

Applicant: Anitha Koppara
 Anis, L.L.C.
 1212 Cold Springs Drive
 O'Fallon, MO 63368

Property Owner: West Park Retail, LLC
 1610 Des Peres Road, Suite 320
 St. Louis, MO 63141

Ms. Anitha Koppara, 1212 Cold Springs Drive, stated the amendment is for outdoor seating at her restaurant. Ms. Koppara explained the proposal includes 4 tables with 4 chairs at each table.

City staff had nothing to add.

There being no further comments, Assistant City Attorney, Mr. Lee Curtis, 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 #13-046 to repeal and replace the conditional use permit for the restaurant located at 12637 Olive Boulevard to allow 16 outdoor seats, subject to the conditions contained in the draft ordinance prepared for the meeting of November 18, 2013. Mr. Carney seconded the motioned with the resultant vote as follows:

Mr. Rovak – aye
Mr. Carney – aye

Mr. Faron – aye
Chair - aye

Mr. Howard – aye

9. 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 9:51 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, NOVEMBER 19, 2013

7:00 P.M.

PUBLIC HEARING APPLICATION NO. 13-041

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair
Mr. Tim Carney
Mr. James Faron
Mr. Ken Howard
Mr. Gene Rovak
Mr. Leland B. Curtis, 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: Like to call to order the
2 Planning Zoning Commission Meeting for the City of Creve
3 Coeur, Missouri for Monday, November 18th, 2013.

4 We'll start with roll call.

5 I don't see Dr. Barton.

6 Mr. Tim Carney?

7 MR. CARNEY: Present.

8 CHAIRMAN MADDEN: Mr. James Faron?

9 MR. FARON: Present.

10 CHAIRMAN MADDEN: Mr. Ken Howard?

11 MR. HOWARD: Present.

12 CHAIRMAN MADDEN: I don't see Mr. Pullium.

13 Mr. Gene Rovak?

14 MR. ROVAK: Present.

15 CHAIRMAN MADDEN: Carl Lumley won't be here.

16 Mr. Paul Langdon?

17 MR. LANGDON: Present.

18 CHAIRMAN MADDEN: Ms. Whitney Kelly?

19 MS. KELLY: Present.

20 CHAIRMAN MADDEN: And, Julie Lowery, our
21 Recording Secretary?

22 Sorry, I left out your titles.

23 MS. LOWERY: Present.

24 CHAIRMAN MADDEN: Okay. That moves us to B, a
25 public hearing. Application No. 13-046, request for the

1 approval to amend the conditional use permit for, I'm sure
2 I'm going to mess this up, Anis Hyderabad House Italian
3 [sic] Restaurant to allow for outdoor seating.

4 Anybody involved in this needs to come up and
5 get sworn in.

6 THE COURT REPORTER: Raise your right hand,
7 please.

8 CHAIRMAN MADDEN: You need to raise your right
9 hand, ma'am, she's swearing you in cause it's a public
10 hearing.

11 MS. ANITHA KOPPARA: Oh.

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

14 CHAIRMAN MADDEN: Okay.

15 MS. ANITHA KOPPARA: Good evening, everyone.

16 CHAIRMAN MADDEN: Good evening.

17 MS. ANITHA KOPPARA: I'm Anitha Koppara. I'm
18 here tonight for approval to Anis Hyderabad House. It's
19 an Indian restaurant to allow outdoor seating, which is
20 located at 12637 Olive Boulevard, Creve Coeur, MO --
21 Missouri 63141.

22 So we have recently opened Anis Hyderabad House
23 on October 7th.

24 And last year in November I applied for a
25 conditional use permit in order to open the business.

1 And after building permit approvals and after
2 construction, work is done, so we opened recently on
3 October 7th, and after that thought it would be nice to
4 have outdoor seating for in the summer, so I applied for
5 that, and I'm here tonight to get approval on it, so.

6 MR. FARON: And you're willing to meet the
7 ordinance of the number of outdoor seats that is required?

8 MS. ANITHA KOPPARA: Yeah, we are planning to
9 have four tables, which can occupy up to 10 or 12 -- 12 to
10 16 people, that depends on, you know, the people --
11 persons coming in. And I'm planning to have one more
12 person within the summer to take care of outdoor seating,
13 like, you know, to clean up or to take the food outside.
14 So, yeah, especially in summer, so part-time, I would like
15 to have some part-time people working, based on the --

16 MR. FARON: Uh-huh.

17 MS. ANITHA KOPPARA: -- the traffic, or, you
18 know, thinking I would go with one person to have.

19 And my business operations will be from Monday
20 to Sunday from 11 a.m. to 9:30 p.m.

21 MR. FARON: I see till ten here, but I don't
22 know if that's just time to clean up or whatnot.

23 MS. ANITHA KOPPARA: Yeah, for the clean up.

24 MR. FARON: Okay.

25 MS. ANITHA KOPPARA: So 9:30 we the orders --

1 MR. FARON: Okay.

2 MS. ANITHA KOPPARA: -- and after that they can
3 only finish --

4 MR. FARON: Okay.

5 MS. ANITHA KOPPARA: -- and we close our doors
6 by 10 so.

7 MR. FARON: Are those your hours right now as
8 they stand?

9 MS. ANITHA KOPPARA: Yeah, operation to -- to
10 place an order, it should be before 9:30 to place an
11 order.

12 MR. FARON: And then I'll ask, your neighbors,
13 they haven't mentioned anything, any concerns from your
14 adjacent neighbors in that shopping center?

15 MS. ANITHA KOPPARA: Our neighbors businesses,
16 The Gas House Grill and the Pastries of Denmark --

17 MR. FARON: Yeah.

18 MS. ANITHA KOPPARA: -- they do have outdoor
19 seating --

20 MR. FARON: They both have, yeah.

21 MS. ANITHA KOPPARA: -- yeah. So, no, we are --

22 MR. FARON: Well, I frequented your restaurant
23 with my family a week or so ago and enjoyed my visit. I
24 would -- I'd hope this will continue to grow your
25 business, and we'll -- we'll take advantage of the outdoor

1 seating then.

2 MS. ANITHA KOPPARA: Thank you so much. I
3 always welcome you.

4 CHAIRMAN MADDEN: Any other questions?
5 Anybody in the audience? Except for your son?

6 MR. FARON: He's still awake.

7 CHAIRMAN MADDEN: You guys have anything on
8 this?

9 MR. LANGDON: No, sir.

10 CHAIRMAN MADDEN: Okay.

11 MR. ROVAK: I move to recommend approval of
12 Application 13-046 to repeal and replace the conditional
13 use permit to the restaurant located at 12637 Olive
14 Boulevard to allow 16 outdoor dining seats subject to the
15 conditions contained in the draft ordinance prepared for
16 the meeting of November 18th, 2013.

17 MR. CARNEY: I second it.

18 CHAIRMAN MADDEN: Any discussion?

19 MR. LANGDON: Mr. Chair --

20 CHAIRMAN MADDEN: Yes.

21 MR. LANGDON: -- before you -- I don't know if
22 you actually said the hearing is closed.

23 CHAIRMAN MADDEN: Oh, I'm sorry.

24 MR. CURTIS: Closed.

25 MR. LANGDON: City Attorney needs to enter the

1 exhibits.

2 MR. CURTIS: Yes, closed --

3 CHAIRMAN MADDEN: That closes the --

4 MR. LANGDON: No, not yet.

5 MR. CURTIS: And I would like to introduce the
6 Code of Ordinances of the City of Creve Coeur and the
7 Comprehensive Plan into evidence.

8 Thank you.

9 MR. LANGDON: And the City's file, as well, sir.

10 MR. CURTIS: Yeah.

11 CHAIRMAN MADDEN: Okay.

12

13 (The public hearing ended.)

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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.

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

**AN ORDINANCE AMENDING THE COMMERCIAL DESIGNED
DEVELOPMENT AND SITE CONCEPT PLAN FOR THE CITYPLACE CAMPUS
AND APPROVING A SITE DEVELOPMENT PLAN FOR A RETAIL
DEVELOPMENT ON THE PROPERTY ADDRESSED AS 11557, 11569, 11561
AND 11563 OLIVE BOULEVARD.**

WHEREAS, Ordinance #4030, passed on July 10th, 2006, approved a Commercial Designed Development (CDD) for the Cityplace campus; and

WHEREAS, an application was made by Megan Ridgeway, of Arcturis, Inc., on behalf of The Koman Group, to amend the CDD and Site Concept Plan for the Cityplace campus; and

WHEREAS, in accordance with Section 405.1080 of the Zoning Ordinance, the applicant has submitted a site development plan for a retail development on the property addressed as 11557, 11569, 11561 and 11563 Olive Boulevard; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, August 19th, 2013, beginning at 7:00 p.m. or immediately following the close of the previous public hearing and continued on November 4, 2013, on said application; and

WHEREAS, notice of 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 otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the CDD amendment and associated site concept and site development plans, subject to conditions, at its meeting on November 18, 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 being fully informed finds that amending the CDD for the property 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 good zoning practice; and

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

1. Complies with all other applicable provisions of this Chapter including Section 405.450.D. Commercial Designed Development Procedure and Section 405.1080 Site Concept, Site Development, and Minor Site Plan Approval.
2. Will contribute to and promote the community welfare and convenience at the specific location.
3. Will not cause substantial injury to the value of neighboring property.
4. 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 there from.

5. Will provide, if applicable, erosion control and on-site stormwater detention in accordance with the standards contained in this Chapter.
6. 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: The Cityplace CDD shall be amended to allow a total campus site coverage of 70%, with said coverage to be shown on the amended campus site concept plan, subject to the conditions stated herein, which property is more specifically described as follows:

A tract of land being part of U.S. Survey 1962 and part of the northeast fractional quarter of Section 3, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri.

Section 2: As required by Section 405.1080 of the Zoning Ordinance, the approval of said CDD and associated site concept plan is subject to the property being developed in accordance with the site development plan, as further revised as required and approved by the City of Creve Coeur, and subject to the following additional conditions:

1. SITE CONCEPT PLAN – Prior to issuance of any temporary or permanent occupancy permits for the development approved herein, a final amended site concept plan for the entire Cityplace Campus shall be submitted for the review and approval of the Zoning Administrator indicating all applicable standards of “CB” Core Business District and any modifications approved under this ordinance and Ordinance #4030.
2. SUBDIVISION PLAT – Prior to issuance of any building permits for the development approved herein, a final subdivision plat for the subject properties shall be prepared for recording. Said plat shall show comply with the requirements of 405.450.D.1 of the Zoning Ordinance.
3. SITE IMPROVEMENTS – 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 “Site Development Plan,” and the “Grading and Drainage Plan” sealed by Eric W. Morff, P.E. on November 12, 2013, and the “Landscape Plan” and “Detail Landscape Plans” dated November 7, 2013, prepared by Arcturis, all submitted in conjunction with Application #13-019.
4. BUILDING PERMITS – The applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations and architectural details shall be in substantial conformance with the elevation drawings titled “Concept Elevations,” received November 13, 2013, for the south and west elevations and received November 12, 2013, for the east and north elevations, all prepared by Arcturis and submitted in conjunction with Application #13-019, subject to the following:
 - a. Windows shall not be made or rendered opaque or blocked in any fashion that does not allow interior light to illuminate the windows at night.
 - b. The two pairs of windows to the right and left of the main entrance shall be transparent. This does not preclude the use of tinted films for purposes of reducing ultraviolet penetration to the interior.
5. SITE COVERAGE BONUS – The CDD amendment approved herein includes a site coverage bonus for the “CB” Core Business District, per Section 405.370.E.3.b.2,

allowing a maximum gross site coverage for the entire Cityplace Campus of 70%. This bonus is granted in consideration of the following outstanding features:

- a. Granting of right-of-way and escrow funds to be used toward the construction a center median on Olive Boulevard to preclude eastbound left turns into the site, as further described in Section 2.6 of this ordinance; and
 - b. The installation of a landscape feature adjacent to the intersection of Cityplace Drive and Olive Boulevard in substantial conformance with Exhibit 1 of this ordinance. Any substantive changes from the attached Exhibit 1, as determined by the Zoning Administrator, shall be referred to the Planning and Zoning Commission for review and approval.
6. RIGHT-OF-WAY IMPROVEMENTS – The applicant shall provide the following, subject to issuance of all necessary permits from the Missouri Department of Transportation:
- a. Adequate right-of-way and the creation of a \$50,000 escrow account to be held by the Public Works Department pursuant to agreement in form approved by the City Attorney and to be used as a funding source for the construction of a center median on Olive Boulevard, subject to the following:
 - i. The length of the median shall be determined by the Missouri Department of Transportation but should, at a minimum, be sized and located to prevent eastbound left turns into the Olive Boulevard driveway.
 - ii. The applicant will not be held responsible for installation of the functional irrigation system, any median lighting, or landscape plantings.
 - b. Adequate right-of-way and complete construction of all additional traffic lanes shown on “Exhibit 5: Conceptual Roadway Improvements” in the “Traffic Impact Study for Proposed City Place 7 Development,” prepared by Bernardin, Lochmueller & Associates, Inc., dated April 2013 and submitted to the City’s file on Application #13-019.
7. PARKING – prior to issuance of building permits, Applicant shall demonstrate necessary parking easement rights for 21 spaces with the CityPlace 6 office building and parking garage, subject to approval of the City Attorney.
8. An underground irrigation system shall be installed and maintained to serve all new landscaped areas.
9. 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.
10. All signs and banners shall be in conformance with the Master Signage Plan for the Cityplace Campus as last approved by the City of Creve Coeur.
11. No trash or recycling enclosures shall be located outside of the areas designated on the “Concept Elevations” approved herein.
12. Any future enlargement, extension, expansion or alteration in the use of the structures or site must be approved pursuant to Section 405.1080 of the Zoning Code.
13. 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.
14. No site development plan or minor site plan approval by the Planning and Zoning Commission shall be valid for a period longer than twelve (12) months from the date it is approved, unless within such period a building permit is obtained and substantial construction is commenced. Substantial construction shall be deemed to consist of clearing the site, completion of footings, basement or building slab and inspection of such work. The Planning and Zoning Commission and the City Council, when required, may grant extensions not exceeding twelve (12) months each upon written request of

BILL NO. 5461

ORDINANCE NO. _____

the original applicant prior to the expiration of such period and resubmission of the application if the application as resubmitted is substantially the same as the initially approved application. However, the Commission has the power in such cases to attach new conditions to its re-approval or disapprove the reapplication. Where the application for re-approval contains changes which the Commission concludes materially alter the initial application, it shall refer the application to the Zoning Administrator who shall initiate a new site development plan review procedure as stated in Section 405.1080 or a new minor site plan review procedure as stated in Section 405.1080.

15. 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: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter and the conditions stated above.

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 #13-019 FOR SITE CONCEPT AND SITE DEVELOPMENT PLAN APPROVAL OF A 25,653 SQ. FT. RETAIL GROCERY STORE, THE FRESH MARKET

FOR THE MEETING OF: Monday, November 18, 2013, 7:00 PM

LOCATION: 11557, 11561, 11563, & 11569 Olive Boulevard, located at the northeast corner of City Place Drive and Olive Boulevard (see attached map). The property is zoned "CB" Core Business District.

REQUEST: An application has been submitted to amend the City Place Commercial Designed Development Plan for the approval of a site concept and site development plan for "The Fresh Market," a 25,653 sq. ft. retail grocery store, located on the 2.218 acre vacant lot at the northeast corner of Olive Boulevard and City Place Drive.

ADDITIONAL INFORMATION: Ordinance #5316, approved by the City Council on August 12, 2013, allows the applicant to request an increase in the maximum 15-foot setbacks of the CB zoning district. The proposal relies on this provision for all three frontages to varying degrees.

The applicant has revised the building and site plan; the new store design now has 25,653 square feet (gross).

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Comp. Plan References

- Central Business District
- Design Guidelines

Zoning Code References

- Section 405.370: "CB" Core Business District
- Section 405.450(D): Commercial Designed Development Procedure
- Section 405.1080: Site Concept, Site Development, and Minor Site Plan Approval

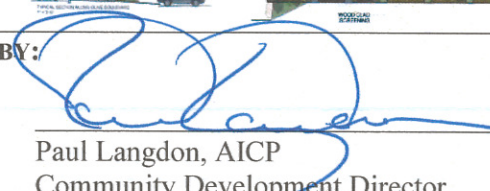
APPLICANT: Megan Ridgeway
Arcturis
720 Olive Street Suite 200
St. Louis, MO 63101

PROPERTY OWNER:

CP North I, LLC
6 City Place Drive
Creve Coeur, MO 63141



REPORT PREPARED BY:


Paul Langdon, AICP
Community Development Director

11/15/2013
Date

Attached:

Applicant's materials, received November 12 and 13, 2013.

BACKGROUND AND ZONING REQUEST

The 2.218-acre subject property is located at the northeast corner of the intersection of Cityplace Drive and Olive Boulevard. This location is the designated “front door” to the Cityplace campus, although other vehicle entrances probably handle more traffic. The site was previously developed with a gas station and a McDonald’s restaurant. Both properties were purchased by The Koman Group and subsequently cleared. The combined properties were resubdivided into a single lot and that lot has remained a grass field for several years. In 2007, The Koman Group received site development plan approval for the “Cityplace North” project that included a four-story office and retail building and an attached four-story parking garage with retail tenants on the ground level, totaling 94,810 square feet. Unfortunately, they were unable to find sufficient occupants to justify construction. Despite receiving a one-year extension, the original approval has now lapsed and the property remains vacant.

The owner is now proceeding with a new concept where the site is developed with a single-tenant building and surface parking. The proposed tenant is “The Fresh Market” although the site is evaluated herein without particular regard for the tenant since the City should assume that the tenant will change at some point. The Planning Commission first reviewed this project at their August 19th meeting. At that time, the Planning Commission voiced concerns with several items:

- The location of the building at the rear of the site was forcing the loading dock into an Olive Boulevard-facing orientation and that was a significant departure from the Comprehensive Plan and Design Guidelines.
- The landscape plan seemed ineffective and also did not follow the Comprehensive Plan and Design Guidelines.
- The building façade appeared as an adornment, contrary to the Comprehensive Plan and Design Guidelines.
- The landscape plantings in the stormwater detention basins were not designed as integral parts of the overall landscape plan.

The applicant has submitted a second set of revised plans intended to respond to these issues and the following report updates the staff analysis accordingly.

The revised building covers a total of 25,653 square feet (the prior design covered 25,490 s.f.) and the parking lot includes spaces for 80 vehicles, although five of those are arranged to be functionally connected with the adjacent Cityplace 6 office tower. An additional 18 parking spaces will be provided in the nearby Cityplace 6 parking garage. The building and parking also allow for a truck court with a “dock-height” loading dock, trash compactor and a recycling storage area. As shown on the attached plans, the building is located at the east edge of the property with the front facing west toward Cityplace Drive. The front setback from Olive Boulevard is approximately 65 feet, assuming an anticipated right-of-way dedication to the Missouri Department of Transportation (MoDOT). The setbacks from Cityplace Drive on the west and north are approximately 162 feet and 10 feet, respectively. The east setback, from the property line shared with McDonald’s, is approximately 10 feet at the northeast corner of the building. The loading dock is located on the northeast corner of the building and faces west toward Cityplace Drive. The landscape is primarily around the outside of the site although planting within the parking lot islands has been increased substantially. Access to the site is via a right-in, right-out driveway on Olive Boulevard and a full access off Cityplace Drive.

The building will be constructed using tilt-up panels, inlaid with brick. Wood panels are used on the south and west building façades for decoration, as well as two elevated trellises, or arbors, over two patio areas in front of the store and three more on the south façade for visual interest. The front is marked by an over-sized entrance feature that extends above the roof-line but does not extend past the front of the primary structure. The north side and rear are similarly treated with largely unadorned inlaid brick panels and no windows but the cornice treatment is carried around the entire structure. The most significant architectural change is the addition of a glass-walled tower element on the southwest corner of the building that adds visual interest and provides wall area for the addition of two “City Place” signs on the south and west facing walls. The pedestrian-level windows have been enlarged, especially on the south façade to give the walls a lighter appearance. The open exterior stair on the rear (west) side of the building remains unchanged.

Approval of this project requires:

- Approval of an amended site concept plan for the entire Cityplace campus as required under the Commercial Designed Development (CDD) procedures.
- Approval of a site development plan for this particular site.
- Approval of an amendment to the Cityplace Master Signage Plan to accommodate the proposed building and monument signs. Note that this particular element is addressed under a separate application (Application #13-018).

All of these elements will require a recommendation from the Planning and Zoning Commission to be forwarded to the City Council for final approval.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Office building	“CB” Core Business	Cityplace Drive
South	Pharmacy, medical office	“CB” Core Business	Olive Boulevard
East	Drive-through restaurant	“CB” Core Business	N/A
West	Inline retail/office	“CB” Core Business	Cityplace Drive

COMPREHENSIVE PLAN REVIEW – UPDATE ONLY

The significance of the Comprehensive Plan in the review of this project has been well established by the prior staff reports for the August 18th and November 4th agendas and they should be consulted for more information. The following is provided in reference to the latest plan revisions.

Overall Goals and Strategies

The prior reviews expressed concern that the bioretention plantings were not well defined and some screening was lacking near the transformer enclosure. These concerns have been addressed with a formalized approach to the bioretention (planted as a perennial border rather than a prairie-style scattering) and the addition of several mixed shrubs between the enclosure and the entrance driveway.

Another key concern was the treatment of the area adjacent to the intersection. The applicant has decided to limit changes from the prior proposal, choosing to locate the sign on the “outside” of the

path and changing the path to paver blocks, versus concrete. Even though the sidewalk is no longer behind the six-foot high wall, the scale of it right beside the sidewalk is not engaging for pedestrians. Since this element is also part of the master sign plan, the applicant has the opportunity to create something more visually effective as a landscape element in the green-line park and not simply a large sign. Further, the new building elevations not only include the larger than standard signs for the tenant, but also now include two signs identifying the City Place campus. As before, the proposal is still little more than just a large sign beside the sidewalk that does not express the goals of the Comprehensive Plan nor does the duplication of sign messages already on the adjacent building.

Central Business District

The relevant Comprehensive Plan goals under this section relate mostly to the site planning and overall design qualities of the project. Specifically reviewed in the prior reports were the inclusion of a median on Olive Boulevard, the location and orientation of the building, and pedestrian features of the design program.

To date, only a verbal comment from MoDOT regarding the median has been received, but it supports the staff belief the project approval should be conditioned on the provision of the median, although the applicant should not be expected to construct all of an enhanced median. Due to the significant contribution to public welfare that such a median would represent, it is further discussed under the CDD and site coverage bonus review below.

Regarding the siting of the building, the applicant and the members of the Planning Commission appear to be in agreement that the west-facing orientation is the most practical compromise layout, as long as there are extensive efforts to obscure the view of the loading dock from Cityplace Drive and the south (Olive) façade is given more attention under the Design Guidelines and Pedestrian Plan. In response to these provisos, the applicant has provided an enhanced screen wall along the loading dock ramp and added as many evergreen shrubs to the landscape in the northwest corner as is compatible with the adjacent bioretention basin. Similarly, additional evergreens have been added immediately south of the transformer enclosure.

Other items added with a positive effect are

- a two-foot concrete apron has been added at the base of the south wall to improve the transition to the asphalt parking surface
- the pedestrian level of windows on the south façade are larger
- a set of arbors have been added that mimic those on the west façade
- the pattern of mullions on the windows is carried over from Cityplace 6;
- the canopy over the main entrance has been raised to allow more light and air at the entrance;
- the north half of the west façade is now used as a storage area for waste cardboard with several wood screens that are styled after the wood wall panels and mechanical screens;
- the tower element has a significant impact on the appearance of the south and west façades; and,
- the reveal line along the sides of the tower add visual identity to the tower.

Staff believe that all of these changes bring the proposal closer to agreement with the Comprehensive Plan and Design Guidelines. The additional signage on the tower might help with

the purposes of the Master Sign Plan, but is contrary to the goals of reducing signage along Olive Boulevard. The members of the Planning Commission should consider eliminating duplicate signage, either through this application or the proposed Master Sign Plan amendment (see Application #13-018). To the extent that there is a variety of design and equity goals related to signage, staff suggest that keeping the building mounted “City Place” signs and eliminating the monument sign represents the best approach.

PEDESTRIAN PLAN REVIEW

The applicant has sized all of the sidewalks appropriately and has included a sidewalk that connects the main storefront with the Olive Boulevard sidewalk. A sidewalk on the east-west portion of Cityplace Drive has not been included due to space limitations.

DESIGN GUIDELINES REVIEW

The design guidelines provide specific design objectives applicable to all new construction within the City of Creve Coeur. Satisfying these guidelines is an important expectation of the Comprehensive Plan and always a matter of review with every proposal before the City. For that reason, they are repeated in this report, as are several review comments since some of the same issues remain from the prior report. To clarify the analysis, the following review is broken into the same sections as the guidelines, and only summaries are provided.

Site Layout

Physical Features and Site Relationships

The following guidelines are important to this proposal:

1. Design site improvements to minimize changes to existing topography when possible. Topography and existing vegetation should be utilized for screening, buffering and transition of uses and developments when practical. Avoid massive grading to create flat building "pads" and avoid abrupt or unnatural appearing grading design. Blend grading with the contours of adjacent properties and round proposed cut and fill slopes, both horizontally and vertically.
3. Size, design, and orientation of buildings should be sensitive to existing terrain, existing buildings, and the surrounding area. Design outdoor spaces to be sensitive to views, climate, solar angles, and the nature of outdoor activities that could occur in conjunction with the project.
5. Unattractive project elements such as delivery zones, storage areas, trash enclosures, transformers, generators and similar features should be sited in areas which are generally not visible to the public or must also be screened from view.

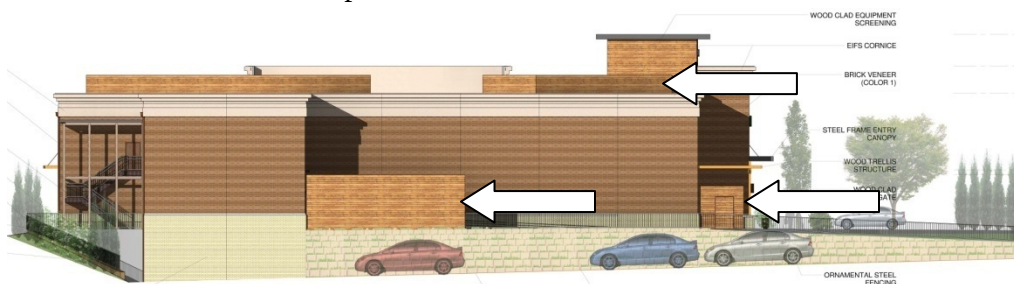


Figure 1: Note addition of loading dock screen wall, cardboard storage screen and enlarged rooftop mechanical screens.

The north side of the building (shown in Figure 1) was of particular concern for the Planning Commission and the applicant has responded by inserting a large screen wall of the same wood materials used elsewhere on the building to hide the compactor and loading dock from view from

Cityplace Drive and most of the occupants of Cityplace 6. The rooftop mechanical screens have also been enlarged such that they become meaningful elements in the visual massing of the building. Lastly, the relocation of the cardboard storage behind the wood screens along the building front eliminates a significant concern in a way that enhances the overall character of the building.

Streetscape/Pedestrian Orientation

Addressing the various concerns of the Comprehensive and Pedestrian Plans, and the Design Guidelines already discussed above, has generally satisfied these guidelines as well. The scale of the corner monument sign is still incongruous with a pedestrian-friendly walkway and, as suggested above, staff suggest that the Master Sign Plan objectives and reasonable identification can be achieved through the wall signs alone.

Buildings

General Architectural Guidelines

As itemized above and shown below, the building has received a number of modifications. Germaine to these guidelines, the addition of the corner tower brings to the structure a feature by which it can be identified; that is, the building character is not so generic. This type of feature has the added attraction of substantially improving the character of the space at night. Indeed, a condition of approval has been included in the draft ordinance that stipulates to this feature. The increase in the window sizes has a similar effect and gives the structure a lighter, more retail appearance.



Figure 2: Note improved massing of design and elaboration of pedestrian level details such as the masonry arbor post bases, cardboard screens and raised planters.

Scale

The addition of planters, arbors and more complex planting design throughout the site has improved the pedestrian scale. Items such as the masonry post bases on the arbors and the decorative panels screening the cardboard storage are significant additions.

Design

The latest revision to the design returns the full roof-top mechanical screen and, with the addition of the tower, the arbors, the cardboard storage screens, and the loading dock screen, the building has a much improved layering of surfaces and materials and gives an impression of a more substantial building behind the exterior finish. The continuation of the cornice around the building has also improved the four-sided design aspect, but the east side is still somewhat lacking even though that is the side adjacent to the McDonald's location and somewhat less obvious to the public as a result.



Relationship to Neighboring Development

The building materials have been chosen for compatibility with the surrounding structures although the single-tenant nature of this building and the underlying warehouse style construction (tilt-up box) are not in keeping with the nearby structures and not supported by the design guidelines. The added elements have improved the overall interest of the building to help give it a similar degree of visual appeal as the surrounding buildings (see Figure 3 above).

Materials/Colors

The revised design shows a comparatively thorough use of the materials and a color palette that is appropriate given the other City Place buildings nearby. One significant material change is the use of true windows (“vision glass”) in several places where spandrel (black) glass had been previously proposed. Where hard elements, such as produce coolers, are located immediately behind a window location, staff suggest that frosted or filmed glass is more desirable than spandrel glass. In other locations where ultraviolet intrusion into the produce display area is a concern, staff again recommend the use of UV blocking films rather than opaque glass and a condition of approval has been added to that effect.

Building Services

As discussed above, the truck court was an area of concern with the prior design and over which a lot of the prior discussion with the Commission was centered. The applicant has pursued the wishes of the Commission with the addition of the screen wall, the relocation of the cardboard storage behind an attractive barrier and the increase in evergreen planting adjacent to the nearby bioretention basin. Although it remains the goal of the Design Guidelines to have such areas not visible from the public rights-of-way, staff recognize that the other limitations of the site make this very difficult to achieve with this site and the only option not employed by the applicant is a fully enclosed dock area. While effective at screening the dock area entirely, it will be difficult to design a door that does not resemble the loading dock door and is not subject to damage from the rather coarse treatment to which such facilities are generally subject.

Landscape Design

The only remaining concern from the prior staff report was the actual design of the bioretention areas. This has now been provided and, as mentioned earlier, it is patterned after a perennial border which, in this setting, is preferable to a prairie-style or random planting pattern.

Miscellaneous

Signage

This issue is discussed above and is explored in greater detail in Application #13-018, but it is worth noting again that the monument sign stands at a location that could be better utilized as a campus entry monument and possible pedestrian amenity rather than simply being a big sign on the corner. The addition of the “City Place” signs on the building diminish the need for campus entry signage at the corner and they would probably have a more dramatic visual impact than the ground level sign.

Parking

Although the opportunity to design the building for a true corner location, with the parking behind and to the side, appears to have passed, the applicant has brought a thorough and attractive landscape design to all available locations within the parking lot. A substantial quantity of the required parking has also been moved to the nearby Cityplace 6 parking garage thereby reducing the amount of open asphalt on this site.

ZONING CODE REVIEW

Commercial Design Development (CDD)

If the location of the building is accepted by the Planning Commission, the only outstanding zoning issue is the site coverage bonus. It was suggested by members of the Commission at the last

meeting that an extraordinary effort to screen the truck court and the cardboard storage, in combination with continued improvements to the design qualities of the building, could be accepted as a reasonable offset to the additional campus site coverage being proposed. The proposed screenings are certainly more than typically provided and they do have aesthetic qualities that improve the over design but, given that the screening of loading docks is a general expectation of the Design Guidelines, it is a fairly debatable issue whether or not they alone satisfy the site coverage bonus expectations.

However, with the support of the MoDOT, the construction of a median on Olive Boulevard to improve access management in this area would represent a significant public improvement. In an effort to limit the cost of such improvement for the applicant, staff suggest that the median be four to six feet wide with the applicant only providing sufficient right-of-way dedication, the installation of the raised curbing and the burial of adequate conduits for future lighting and irrigation. All lighting and landscaping interior to the median would be the responsibility of the City and/or the Olive Boulevard TDD. The attached draft ordinance assumes this installation, but can be readily modified if so dictated by the Commission.

One additional consideration that could also be applied to a site coverage bonus would be the installation of an outstanding landscape feature adjacent to the intersection of Cityplace Drive and Olive Boulevard. This is the area currently proposed to be dominated by a monument that, as described earlier, does not serve an identification purpose not already accomplished by the proposed building signs (See Application #13-018) and that currently is not an effective expression of the “green-line park” concept encouraged by the Comprehensive Plan. Such a feature, as a part of the site coverage bonus, is identified in the draft ordinance. If the members of the Planning Commission wish to modify or remove this item, they should specifically move to do so in the course of their deliberations.

SUMMARY AND CONCLUSION

The latest evolution of this project has produced a number of key improvements and a draft ordinance has been prepared for the Planning Commission’s consideration. Nonetheless, the following are issues that are ultimately subject to the Commission’s scrutiny and may require further discussion with the applicant before the Commission is prepared to vote on a recommendation to the City Council:

- The loading dock is still visible from Cityplace Drive to a limited extent. Additional methods of screening this area are problematic from a design and maintenance perspective but, to the extent that the design does not fully meet with the goals of the Comprehensive Plan and the Design Guidelines, the Commission may wish to discuss it further with the applicant.
- The rear of the building is improved and is the least visible side, but it is clearly the back of the building and if the Commission is concerned about its visibility from Olive, they may wish to see photo-simulations or pursue additional changes from the applicant.
- The monument sign is improved but still does not advance the “green line park” approach to the streetscape and is rendered redundant by the over-sized tenant signs and the addition of the City Place signs on the building.
- Efforts have been made to address the question of the site coverage bonus, but the Commission will still need to evaluate the merits of those efforts and the additional suggestions of staff.

- The construction of a median on Olive Boulevard has not been resolved but MoDOT has indicated their support for it. A condition requiring a minimal level of construction has been included in the draft ordinance in consideration of the site coverage bonus, but the outcome of this issue is still dependent on a number of parties beyond the Planning Commission.

ACTION AND MOTION

Staff believe that the project has advanced significantly and have prepared a draft ordinance for the Commission's consideration. Codifying the solution to some of the issues (identified above) has required some assumptions in the ordinance and the members of the Commission should amend the draft accordingly if other outcomes are preferred.

At such time as the Commission is satisfied that all issues have been adequately addressed, the following is an example of an appropriate motion on a recommendation:

I move to approve the Cityplace CDD and concept plan and approve the site development plan for the Fresh Market proposal subject to the conditions contained in the draft ordinance attached to the staff report on Application #13-018, date November 18, 2013.

If the members of the Planning Commission are not able to resolve certain issues with the applicant and wish additional time to pursue further modifications, staff suggest the following as an example of an appropriate motion for an additional continuance:

"I move to continue Application #13-019 to the meeting of December 2, 2013, to allow the applicant time to address the concerns of the members of the Planning Commission and staff."

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING PEDESTRIAN PLAN AND DESIGN GUIDELINES

Included and attached by reference.

APPENDIX 2: ZONING CODE

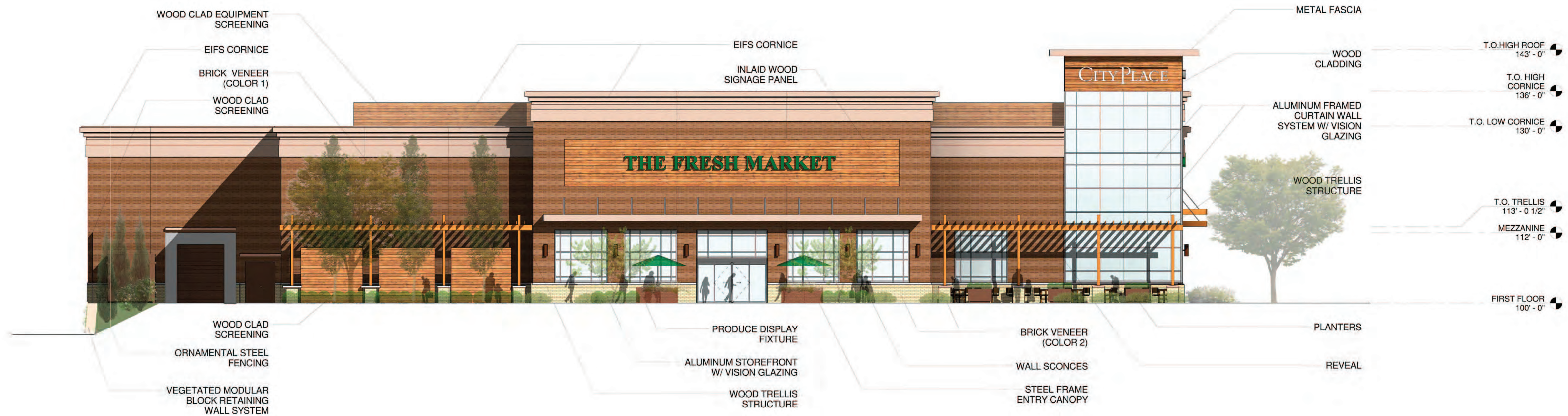
Included and attached by reference.

APPENDIX 3: AERIAL MAP OF SUBJECT PROPERTY

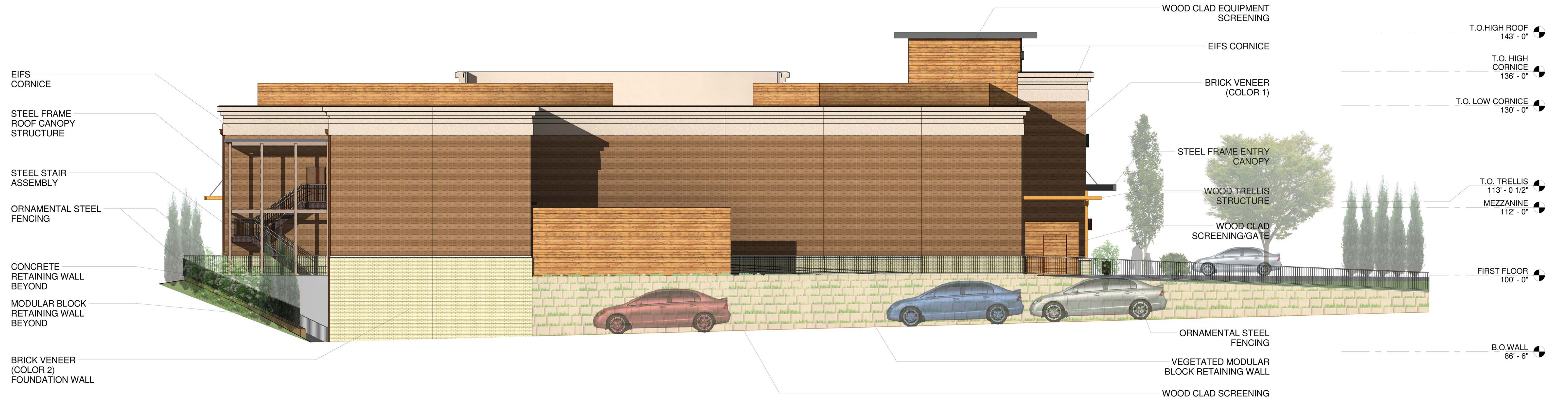




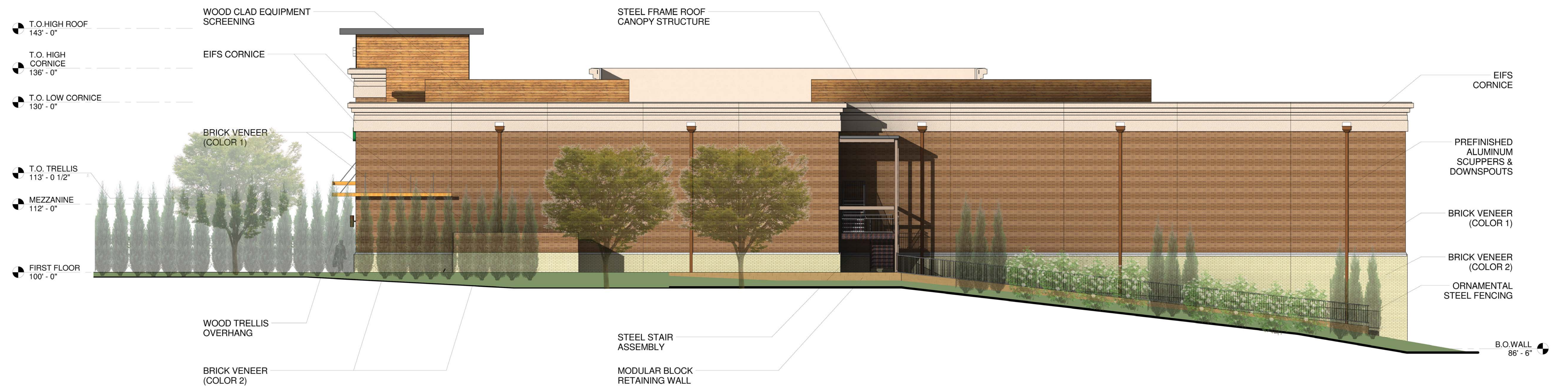
SOUTH ELEVATION



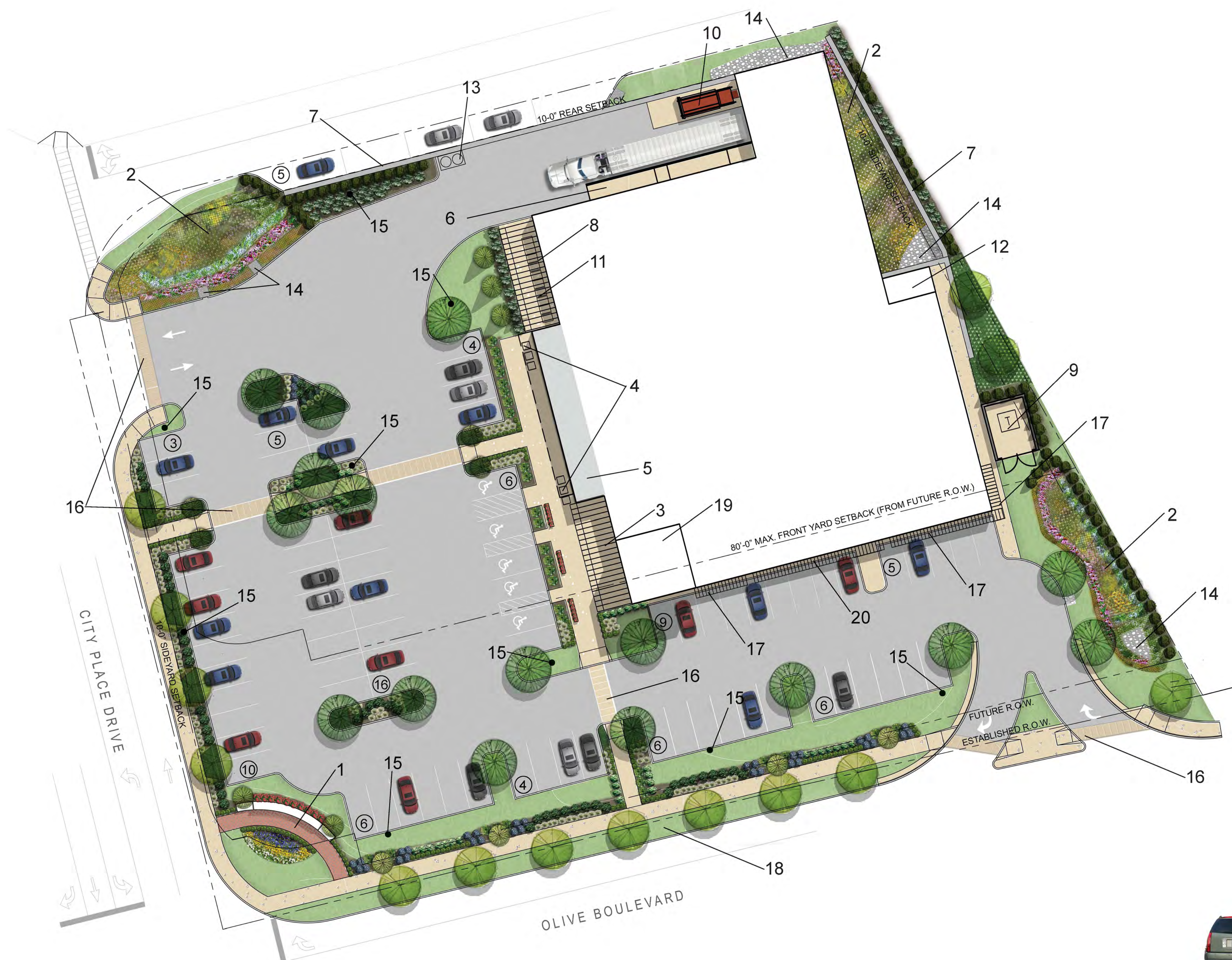
WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



PROPOSED ONE-STORY STRUCTURE
 22,263 SF MAIN FLOOR
 3,390 SF MEZZANINE
 25,653 GSF TOTAL, 36' HIGH, (43' AT CORNER FEATURE)

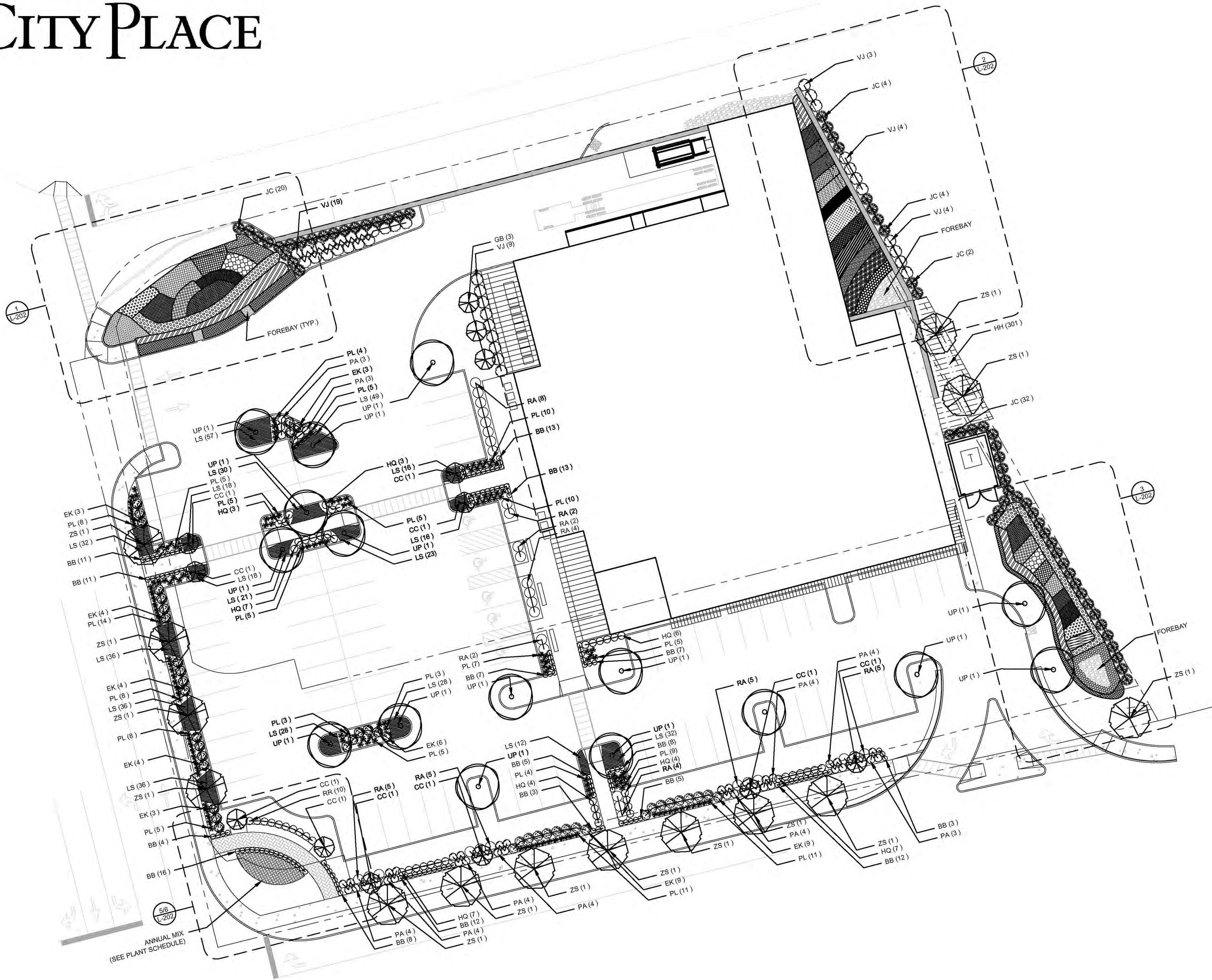
SITE PARKING:
 85 SPACES REQUIRED (4 SPACES PER 1,000 SF MINUS MEZZANINE AND LOADING DOCK AREAS)
 85 SPACES PROVIDED (INCLUSIVE OF 5 ACCESSIBLE SPACES AND 5 PARALLEL SPACES PROVIDED AT NORTH EDGE OF SITE)

SITE COVERAGE:
 TOTAL SITE AREA = 2.21 ACRES
 VEHICLE/SURFACE/BUILDING AREA = 1.79 ACRES
 COVERAGE AREA = 70% PER CAMPUS OVERLAY

SETBACKS:
 FRONT = 80'-0" MAX.; 80'-0" PROVIDED
 SIDES = 10'-0"; 10'-0" PROVIDED
 REAR = 10'-0"; 10'-0" PROVIDED

- PLAN KEY:**
- 1. MONUMENT SIGN/SEATING
 - 2. BIORETENTION AREA
 - 3. TRELLIS-COVERED SEATING AREA
 - 4. PRODUCE STANDS
 - 5. ENTRY VESTIBULE
 - 6. DOCK RAMP
 - 7. RETAINING WALL
 - 8. GREASE CONTAINER PAD
 - 9. TRANSFORMER PAD
 - 10. TRASH COMPACTOR
 - 11. TRELLIS-COVERED CARDBOARD STORAGE
 - 12. COVERED EGRESS STAIR
 - 13. GREASE INTERCEPTOR (BELOW GRADE)
 - 14. FOREBAY
 - 15. LIGHT POLE
 - 16. TEXTURED PAVING
 - 17. TRELLIS OVERHANG
 - 18. POTENTIAL BUS STOP
 - 19. CORNER FEATURE
 - 20. CONCRETE CURB/WHEEL STOP





PLANT SCHEDULE							
SYM	QTY	BOTANICAL NAME	CULTIVAR	COMMON NAME	SIZE	METHOD	SPACING
TREES							
CC	10	Cercis canadensis		Redbud	2" Cal.	BB	As Shown
GB	3	Ginkgo biloba	'Fastigiata'	Columnar Ginkgo	3" Cal.	BB	As Shown
JC	62	Juniperus chinensis	'Spartan'	Spartan Juniper	6'	BB	48" O.C.
UP	16	Ulmus parvifolia		Chinese Elm	3.5" Cal.	BB	As Shown
ZS	14	Zelkova serrata		Japanese Zelkova	3.5" Cal.	BB	As Shown
SHRUBS							
BB	138	Buxus	'Green Velvet'	Green Velvet Boxwood	3 Gal.	Cont.	24" O.C.
EK	45	Euonymus kiautschovicus	'Manhattan'	Manhattan Euonymus	5 Gal.	Cont.	48" O.C.
HQ	41	Hydrangea quercifolia	'Sike's Dwarf'	Oakleaf Hydrangea	5 Gal.	Cont.	36" O.C.
RA	42	Rhus aromatica	'Gro-low'	Grow Low Fragrant Sumac	5 Gal.	Cont.	48" O.C.
RR	10	Rosa radrazz	'Knockout'	Knockout Rose	5 Gal.	Cont.	36" O.C.
VJ	39	Viburnum x juddii		Judd Viburnum	3'	BB	54" O.C.
GRASSES/PERENNIALS/BULBS							
PL	150	Pennisetum alopecuroides		Fountain Grass	3 Gal.	Cont.	30" O.C.
PA	37	Perovskia atriplicifolia		Russian Sage	3 Gal.	Cont.	36" O.C.
GROUND COVER							
HH	301	Hedera helix		English Ivy	1 Quart	Cont.	18" O.C.
LS	488	Liriope specata		Liriope	1 Quart	Cont.	18" O.C.



3 TYPICAL STREETSCAPE ELEVATION ALONG OLIVE



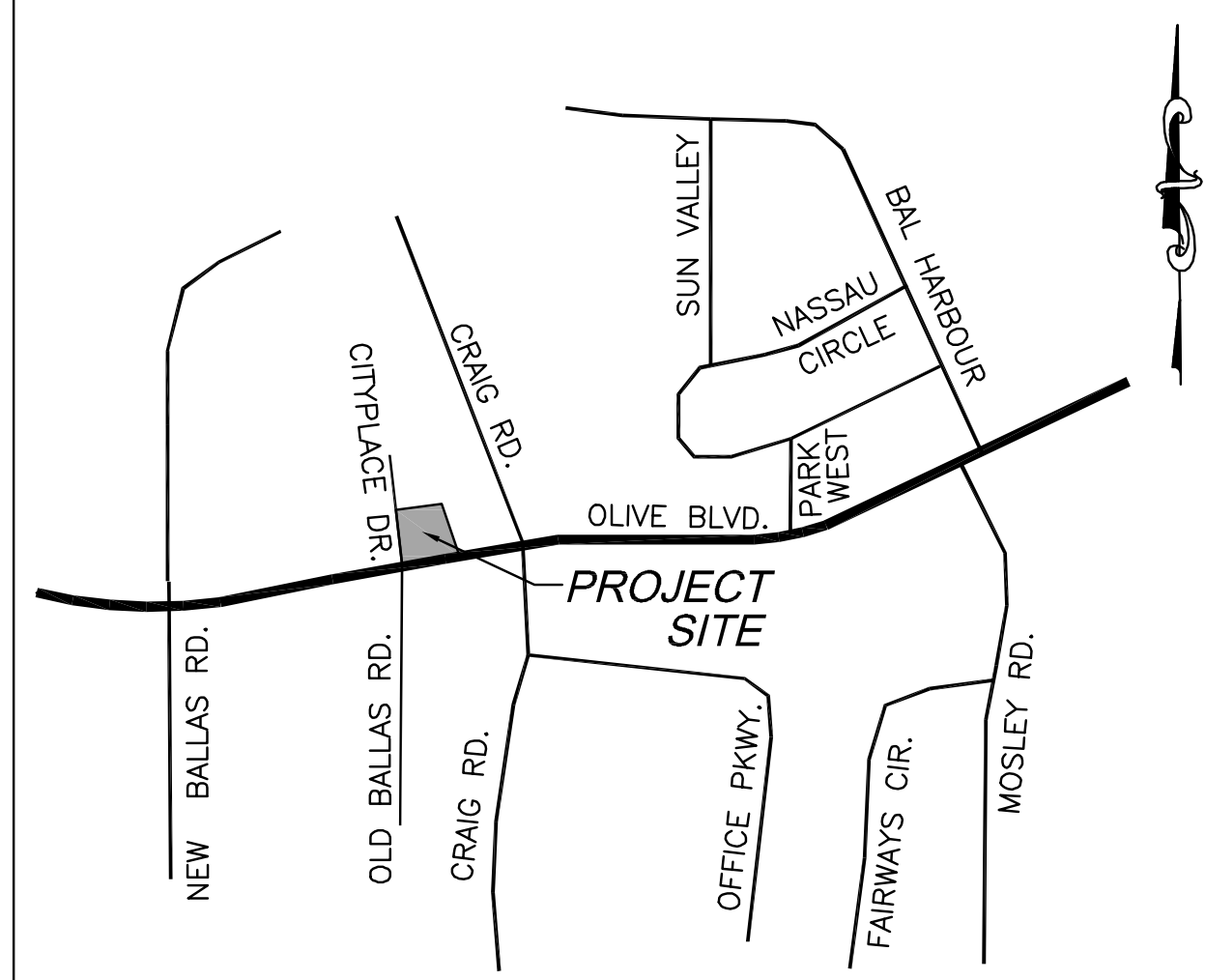
4 TYPICAL STREETSCAPE SECTION ALONG OLIVE

1 LANDSCAPE PLAN



A SITE DEVELOPMENT PLAN FOR: CITYPLACE VII - THE FRESH MARKET

A TRACT OF LAND BEING PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3,
TOWNSHIP 45 NORTH, RANGE 5 EAST,
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



LOCATION MAP
N.T.S.

INDEX

- C0.1 SITE DEVELOPMENT PLAN
- C0.2 GRADING AND DRAINAGE PLAN
- C0.3 SITE CROSS SECTIONS
- C0.4 AUTOTURN EXHIBIT

LEGEND

- 000 EXIST. CONTOUR
- 000 PROP. CONTOUR
- 662.70 ASSUMED SPOT ELEV.
- 664.00 ASSUMED FUTURE SPOT ELEV.
- EXIST. STORM MANHOLE
- EXIST. TELEPHONE BOX
- EXIST. WATER METER
- EXIST. TREE
- EXIST. CLEANOUT
- EXIST. POWER POLE
- EXIST. GUY WIRE
- EXIST. WATER VALVE
- EXIST. GAS VALVE
- EXIST. BOLLARD
- G EXIST. GAS LINE
- W EXIST. TELEPHONE
- W EXIST. WATER LINE
- UE EXIST. ELECTRIC
- EXIST. SAN. SEWER
- EXIST. STORM SEWER
- EXIST. FENCE
- PROP. SANITARY
- PROP. STORM
- PROP. STORM INLET

UTILITY NOTE

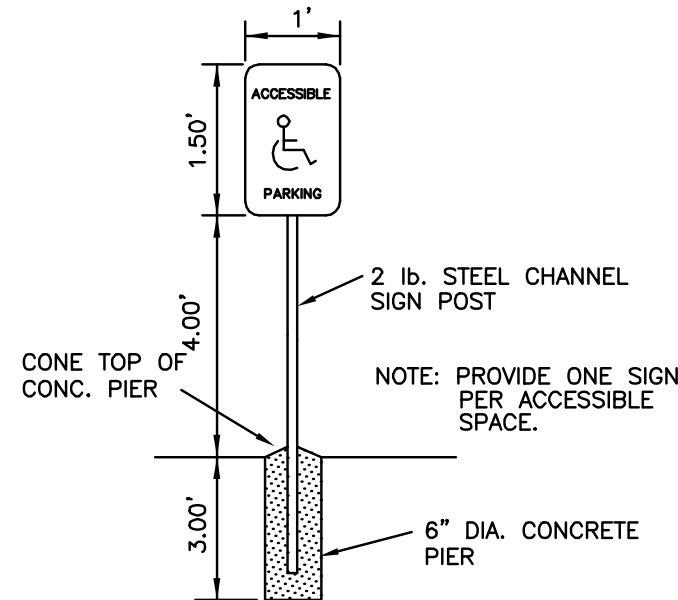
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE EXACT HORIZONTAL AND VERTICAL LOCATIONS AND SIZES OF ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THIS PLAN, PRIOR TO THE START OF ANY CONSTRUCTION. THE ENGINEER HAS NOT FIELD VERIFIED THE EXISTING UTILITIES. THE UTILITIES SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM RECORDS AND UTILITY MAPS MADE AVAILABLE TO THE ENGINEER AND THE LOCATIONS AND SIZES SHALL BE CONSIDERED APPROXIMATE ONLY. OTHER UTILITIES, NOT SHOWN ON THIS PLAN, MAY EXIST ON OR NEAR THE SITE.



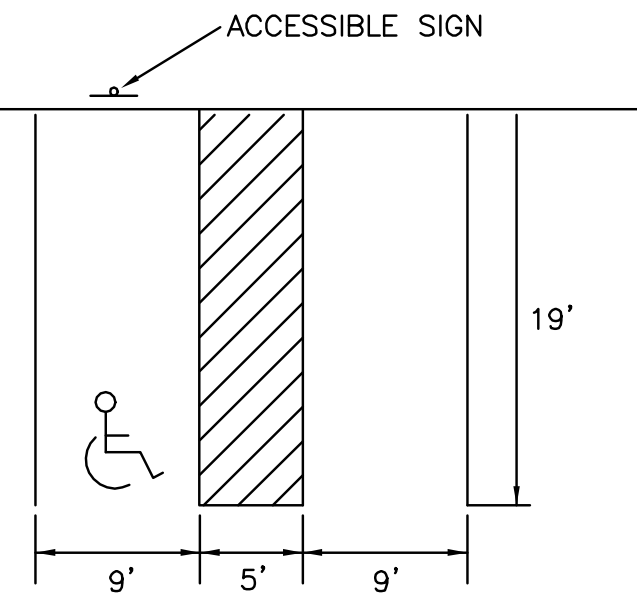
BENCHMARK

13-212 ELEVATION 621.70 - "STANDARD ALUMINUM DISK" STAMPED SL-23 1990
DISK IS SET BETWEEN COEUR DE VILLE DRIVE AND THE WEST
R/W FENCE OF HWY. I-270; 68' SOUTH OF THE CENTERLINE
INTERSECTION OF COEUR DE VILLE COURT AND
COEUR DE VILLE DRIVE.

ACCESSIBLE PARKING SIGN DETAIL



PARKING STALL DETAILS



PERTINENT DATA

EXISTING ZONING: CORE BUSINESS DISTRICT
PROPOSED ZONING: CORE BUSINESS DISTRICT
SCHOOL DISTRICT: PARKWAY
FIRE DISTRICT: CREVE COEUR FIRE PROTECTION DISTRICT
PHONE: (314) 432-5570
SEWER SERVICE: METROPOLITAN ST. LOUIS SEWER DISTRICT
PHONE: (314) 768-6272
WATER SERVICE: MISSOURI AMERICAN WATER CO.
PHONE: (636) 938-8655
GAS SERVICE: LACLEDE GAS COMPANY
PHONE: (636) 723-0494/(636) 946-6170
ELECTRIC SERVICE: AMEREN UE
PHONE: (636) 639-8311
WATERSHED: CREVE COEUR CREEK
FEMA FLOOD PANEL MAP: MAP # 28189C0162 H, DATE: AUG. 2, 1995

BUILDING AREA

GROCERY STORE 22,263 SF
SITE AREA 96,595 SF
F.A.R. = 22,263 SF/96,595 SF = 0.23

SETBACKS REQUIRED

FRONT 80' (MAXIMUM)
SIDES 10'
REAR 10'

PARKING REQUIRED

GROCERY STORE - 4/1000 SF GROSS FLOOR AREA
TOTAL REQUIRED PARKING 103 PS
TOTAL PROVIDED PARKING 85 PS
PROVIDED PARKING (FRESH MARKET) 80 PS
PROVIDED PARKING (CITY PLACE DRIVE) 5 PS
TOTAL REQUIRED ACCESSIBLE PARKING 5 PS
TOTAL PROVIDED ACCESSIBLE PARKING 5 PS

COVERAGE AREA

CURRENT PROPOSED
VEHICLE SURFACE/BUILDING AREA* = 25.26 AC. 27.05 AC.
TOTAL SITE AREA* = 38.44 AC. 38.44 AC.
COVERAGE AREA* = 66% 70%
* CALCULATIONS INCLUDE ENTIRE CITY PLACE SUBDIVISION

PRELIMINARY STORM CALCULATIONS

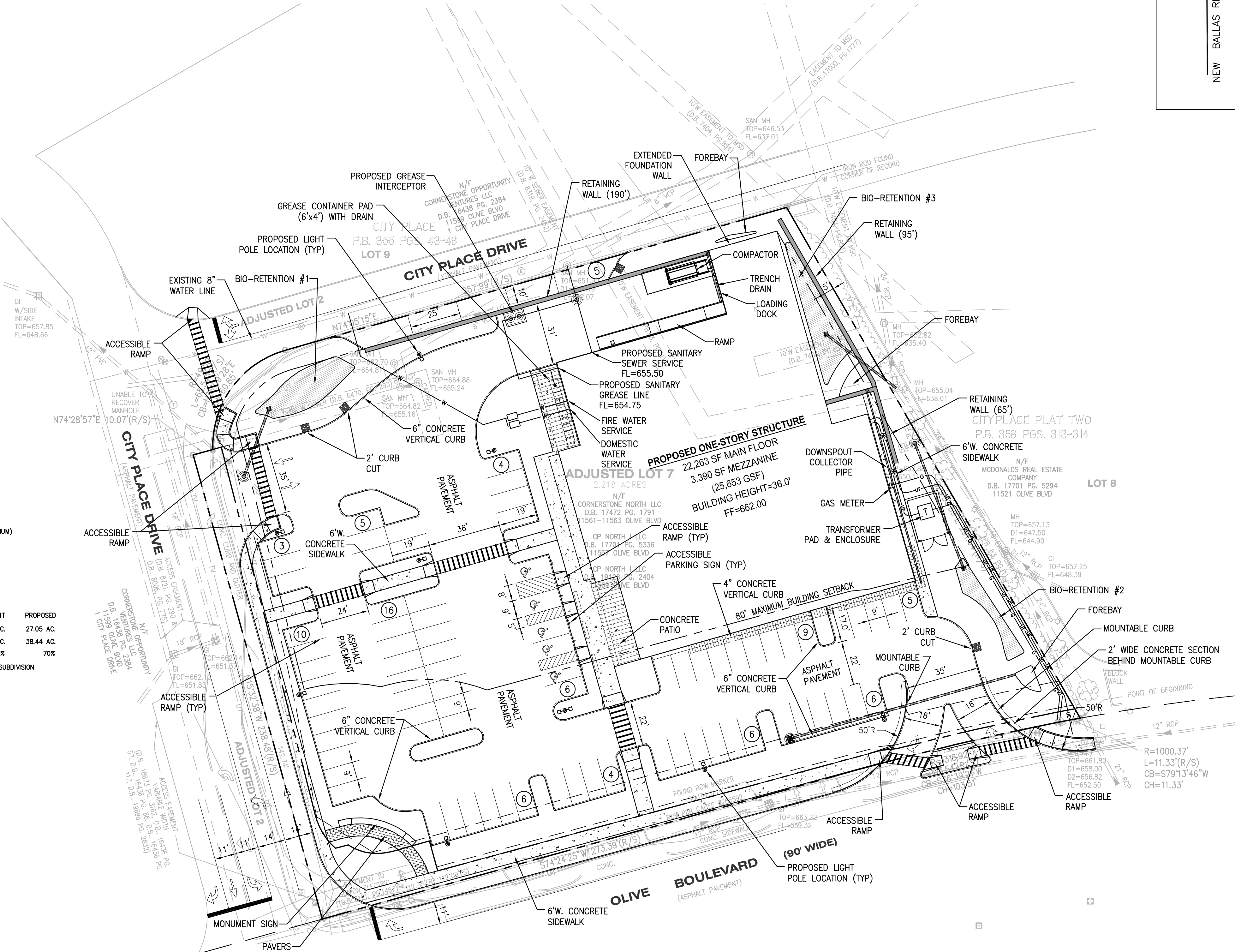
PREDEVELOPED SITE:
GRASS AREA = 2.20 AC.
HARD SURFACE/BUILDING AREA = 0.02 AC.
TOTAL = 2.22 AC.
STORM FLOW = 1.70 x 2.20 AC. + 3.54 x 0.02 AC. = 3.81 CFS

DEVELOPED SITE:
GRASS AREA = 0.43 AC.
HARD SURFACE/BUILDING AREA = 1.79 AC.
TOTAL = 2.22 AC.

STORM FLOW = 1.70 x 0.43 AC. + 3.54 x 1.79 AC. = 7.07 CFS
(REQUIRED STORM WATER DETENTION IS PROVIDED BY EXISTING LAKE)
(REQUIRED STORM WATER QUALITY MEASURES ARE SHOWN ON PLAN)

GENERAL NOTES

- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D. AND THE CITY OF CREVE COEUR, MISSOURI.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT.
- NO STEP ALLOWED AT ACCESSIBLE ENTRANCE DOORS.
- A.D.A. RAMPS SHALL BE CONSTRUCTED AT ALL ENTRANCES.
- LIGHTING AND SIGNAGE SHALL BE IN COMPLIANCE WITH THE APPROPRIATE CITY ORDINANCES(S) AND GUIDELINES(S).
- BE ADVISED, ALL ENERGY AND TELEPHONE DISTRIBUTION LINES SHALL BE INSTALLED UNDERGROUND.
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY AND INCORPORATED AREAS PER COMMUNITY PANEL NO. 28189C0162 H WITH AN EFFECTIVE DATE OF AUGUST 2, 1995.
- ALL EXISTING SURFACE IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT TO BE REMOVED.
- OLIVE BOULEVARD ROAD IMPROVEMENTS SHOWN ON THIS PLAN BY CBB ENGINEERING, DATED 9/27/05, ARE FOR INFORMATION ONLY.



THE KOMAN GROUP
#6 CITY PLACE DRIVE, SUITE 430
ST. LOUIS, MO 63141

DEVELOPER/OWNER

CITYPLACE PLAT TWO
ADJUSTED LOT 7

11557, 11569, 11561 AND 11563 OLIVE BLVD.
ST. LOUIS, MO 63141

ST. LOUIS
3015 18th Street
St. Louis, MO 63103
314.984.9887 tel

COLE
CIVIL ENGINEERING & SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

DESIGN/CALC BY
BSJ

DRAWN BY
BSJ

CHECKED BY
EWM

DRAWING SCALE
AS SHOWN

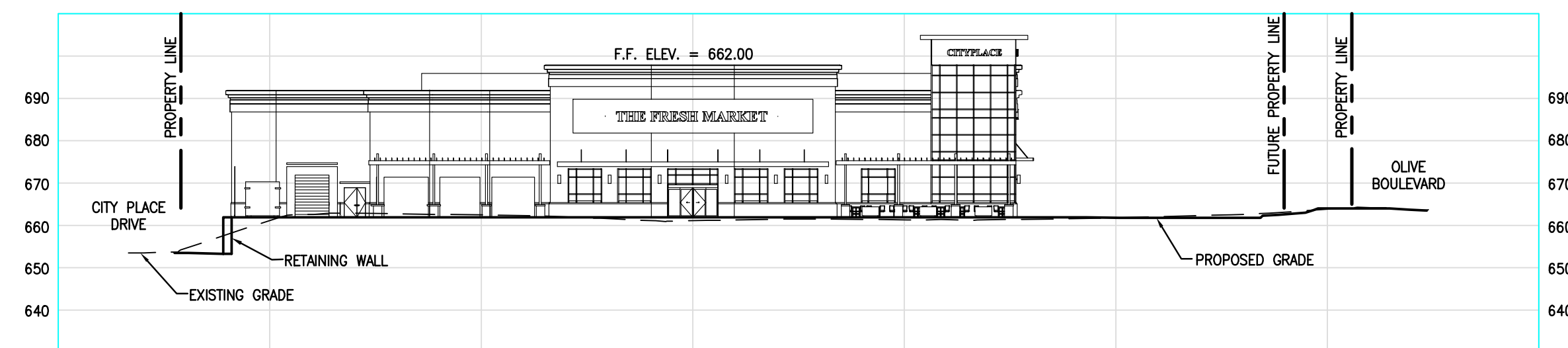
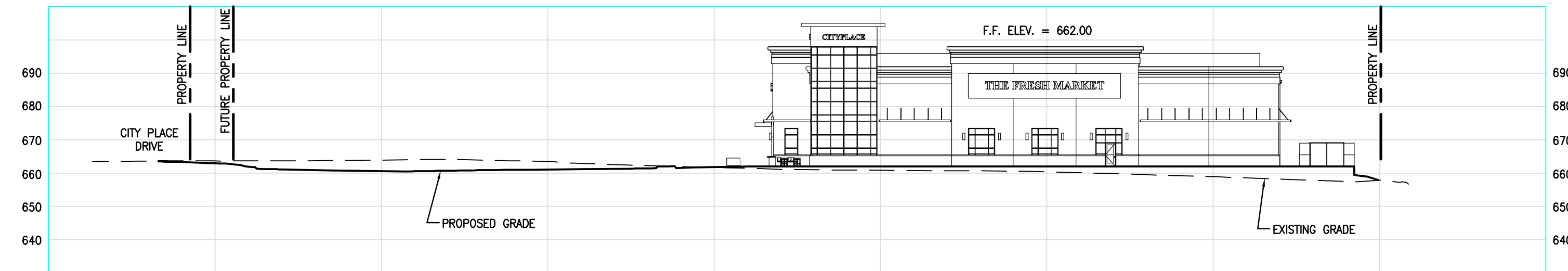
DATE
10/25/13

Job Number
13-0033

Sheet Number
C0.1

MSD P.N.O.

BASE MAP:



USER: Brian Jorkest TAB: SITE SECTIONS
DATE: November 12, 2013 - 11:14:40 AM
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USER: Brian Jokerst TAB: SITE SECTIONS

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BASE MAP:

MSD P.NO.

DESIGN/CALC BY

BS

DRAWN BY

BS

CHECKED

EW

DRAWING SCALE

AS SH

DATE _____

10/25/13

Job Number

13-0033

Sheet Number

C0.3

CITYPLACE PLAT TWO
ADJUSTED LOT 7

ADJUSTED LOT 7

11557, 11569, 11561 AND 11563 OLIVE BLVD.

ST. LOUIS, MO 63141

SITE CROSS SECTIONS

ST LOUIS

401 S. 18th Street
Suite 200
St. Louis, MO 63103

Suite 200

St. Louis, MO 63103
314.084.0887 ext. 441

314.984.9887 tel

100

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE

CIVIL ENGINEERING /
Cole & Associates, Inc.

DEVELOPER/OWNER:

OWNER:
THE KOMAN GROUP

#6 CITY PLACE DRIVE SUITE 130
HILL ROMAN CHURCH

STILLER LÄGE, 3011
STILLER LÄGE, 3011

THE PROFESSIONAL, WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TO SECTION 327, 411 RSM) ANY RESPONSIBILITY FOR ALL OTHER PLANS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO, OR INTENDED TO BE USED FOR, ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

CVIL ENGINEER
PE NO: E-2002003208

CIVIL ENGINEERS

CORPORATE
FINANCIALSENGINEERING
CERTIFICATE
#001165

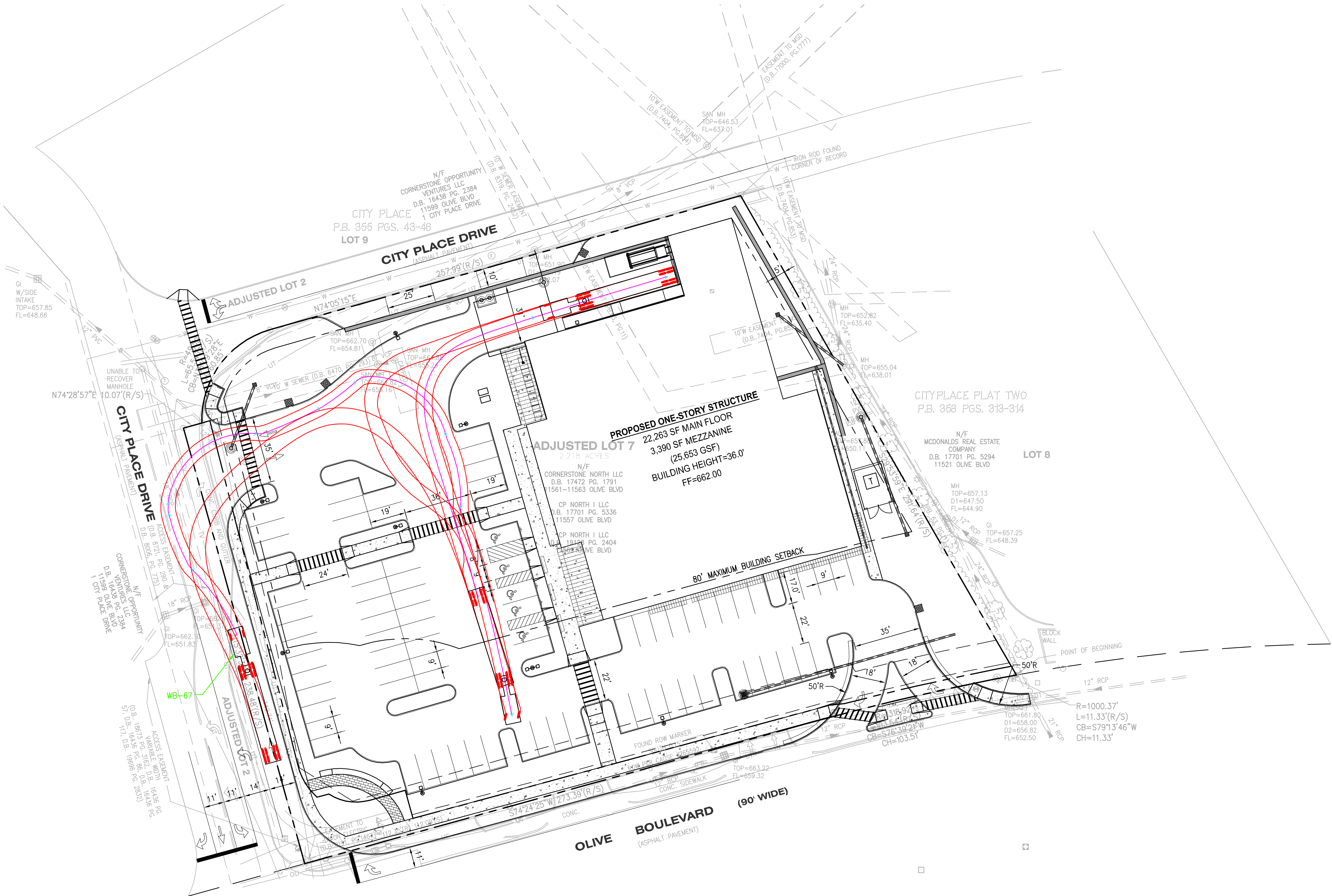
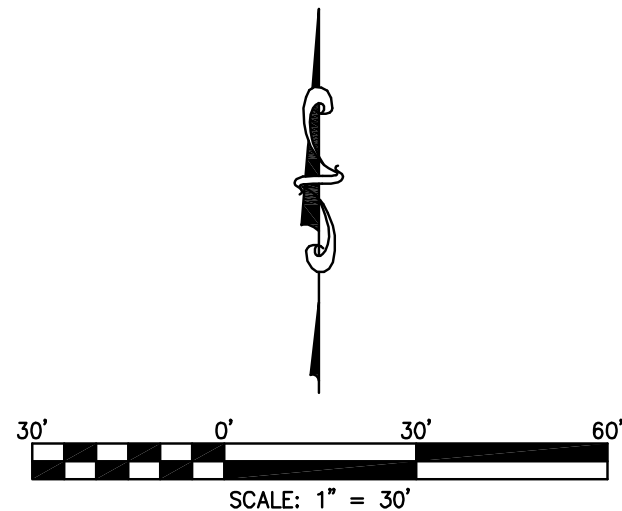
#001165

ERIC W. MORFF
CIVIL ENGINEER
PE NO: E-2002003208

L. ENGINEER
: E-200200

STATE OF MISSOURI
ERIC W. MORFF
NUMBER
PE-2002003208
PROFESSIONAL ENGINEER

DATE	NO	REVISION DESCRIPTION



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DATE: November 12, 2013 - 11:14:55 AM
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BASE MAP:

MSD P.N.O.

DESIGN/CALC BY	BSJ
DRAWN BY	BSJ
CHECKED BY	EWM
DRAWING SCALE	AS SHOWN
DATE	10/25/13
Job Number	13-0033
Sheet Number	C0.4

+ ST. LOUIS
11557 11563 Olive Blvd.
St. Louis, MO 63141
314.984.9887 tel

cole

CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

**CITYPLACE PLAT TWO
ADJUSTED LOT 7**
11557, 11563, 11561 AND 11563 OLIVE BLVD.
ST. LOUIS, MO 63141

AUTOTURN EXHIBIT

CIVIL ENGINEERS
CORPORATE
ENGINEERING
FIRM
#001165

ERIC W. MORFF
PE NO. E-200203208
11/12/13

STATE OF MISSOURI
PROFESSIONAL ENGINEER
ERIC W. MORFF
#001165
PE-200203208

DEVELOPER/OWNER:
THE KOMAN GROUP
#6 CITY PLACE DRIVE, SUITE 430
ST. LOUIS, MO 63141

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON IS NOT VALID FOR ANY PURPOSES OTHER THAN THAT SPECIFICALLY STATED HEREON. THIS DOCUMENT IS NOT TO BE USED FOR ANY OTHER PROJECTS OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEES RECEIVED FOR THIS PROJECT.



TREE REMOVAL AND REPLACEMENT CHART

PROJECT NAME: The Koman Group - Fresh Market
PROJECT NUMBER: 12-2137.00
DATE: 11/07/2013

PREPARED BY: ARCTURIS, INC.

EXISTING TREE SCHEDULE						
ID Number	Species	Evergreen/ Deciduous	Size (caliper Inches)	Condition	TBR or Remain	Comment
1	Hornbeam	Deciduous	1	Fair	TBR	
2	Hornbeam	Deciduous	1	Fair	TBR	
3	Elm	Deciduous	3	Fair	TBR	
4	Hornbeam	Deciduous	1	Fair	TBR	
5	Hornbeam	Deciduous	3	Fair	TBR	
6	Elm	Deciduous	3	Fair	TBR	
7	Elm	Deciduous	3	Fair	TBR	
8	Elm	Deciduous	3	Fair	TBR	
9	Redbud	Deciduous	12	Poor	TBR	Aging
10	Redbud	Deciduous	15	Poor	TBR	Aging
11	White Pine	Evergreen	12	Good	TBR	
12	White Pine	Evergreen	12	Good	TBR	
13	White Pine	Evergreen	12	Good	TBR	
14	White Pine	Evergreen	8	Good	TBR	
15	White Pine	Evergreen	6	Good	TBR	
16	White Pine	Evergreen	6	Good	TBR	
17	White Pine	Evergreen	4	Good	TBR	
18	White Pine	Evergreen	12	Good	TBR	
19	White Pine	Evergreen	12	Good	TBR	
TOTAL CALIPER INCHES REMOVED						129

REPLACEMENT TREE SCHEDULE*				
Quantity	Species	Evergreen/ Deciduous	Size (caliper / Height)	Comment
3	Ginkgo	Deciduous	3	Street Tree
16	Chinese Elm	Deciduous	3.5	Shade Tree
14	Zelkova	Deciduous	3.5	Street Tree
10	Redbud	Deciduous	2	Ornamental
TOTAL CALIPER INCHES REPLACED				134

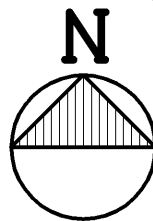
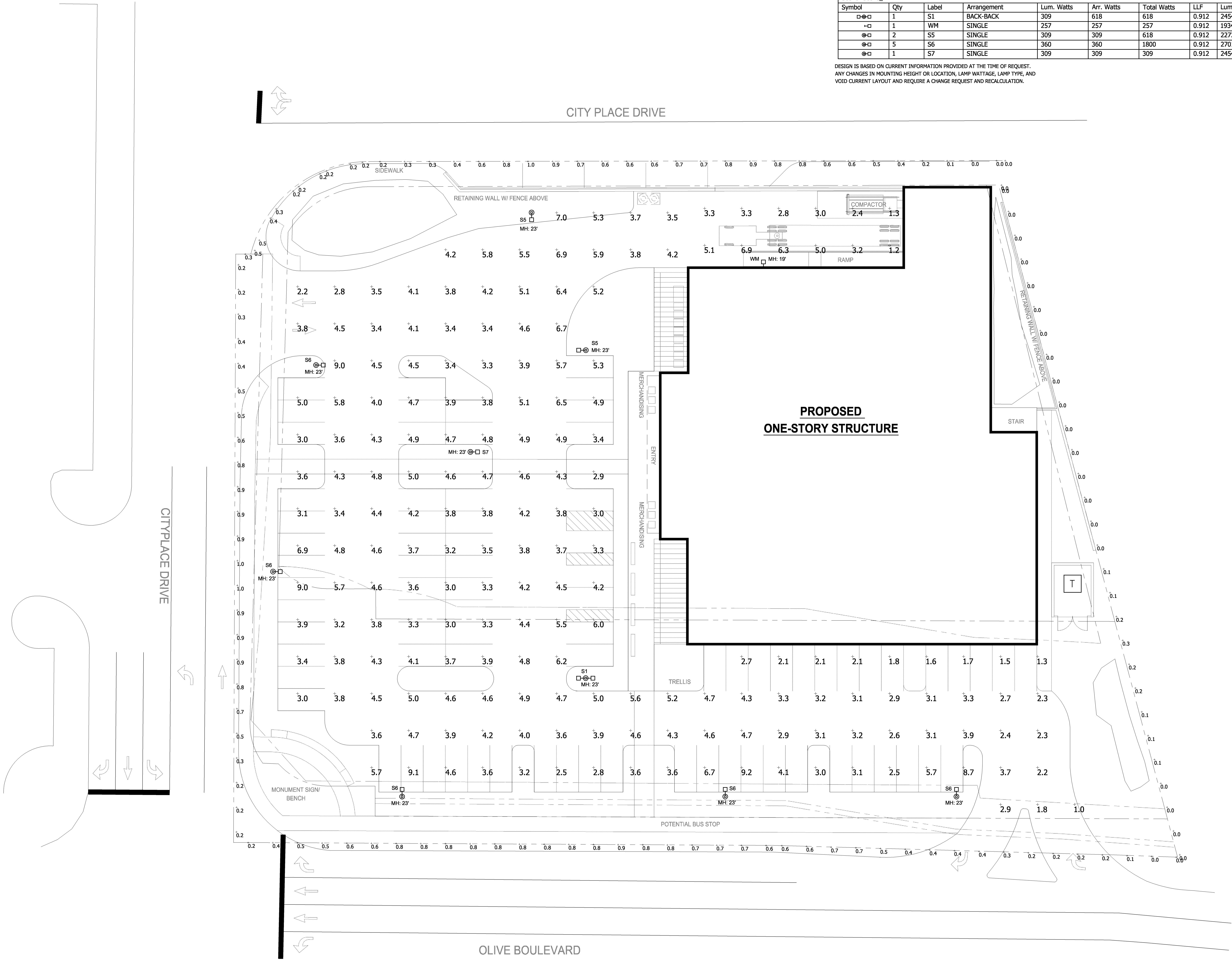
*See Site/Landscape Plan for Locations

FIXTURES MOUNTED ON 20' POLE & 3' BASE
LIGHT LEVEL CALCULATED ON PARKING SURFACE

Calculation Summary							
Scene: Scene_1							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
COMPACTOR AREA	Illuminance	Fc	3.65	6.9	1.2	3.04	5.75
PROPERTY LINE	Illuminance	Fc	0.41	1.0	0.0	N.A.	N.A.
SITE	Illuminance	Fc	4.13	9.2	1.0	4.13	9.20

Luminaire Schedule									
Scene: Scene_1									
Symbol	Qty	Label	Arrangement	Lum. Watts	Arr. Watts	Total Watts	LLF	Lum. Lumens	Description
☐⊕☐	1	S1	BACK-BACK	309	618	618	0.912	24540	GLEON-AA-06-LED-E1-SWQ
→☐	1	WM	SINGLE	257	257	257	0.912	19345	GLEON-AA-05-LED-E1-SL3 WALL MOUNT
⊕☐	2	S5	SINGLE	309	309	618	0.912	22733	GLEON-AA-06-LED-E1-SL3 SINGLE
⊕☐	5	S6	SINGLE	360	360	1800	0.912	27016	GLEON-AA-07-LED-E1-SL4 SINGLE
⊕☐	1	S7	SINGLE	309	309	309	0.912	24540	GLEON-AA-06-LED-E1-SWQ SINGLE

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND
VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



SITE PLAN - PHOTOMETRIC STUDY

SCALE: 1/16" = 1'-0"

THE FRESH MARKET
CITYPLACE
CREVE COEUR, MO 63141

ARCTURIS
together we create
720 OLIVE STREET, SUITE 200 SAINT LOUIS, MO 63101
T 314 206 7100 F 314 231 9801

THE KOMAN GROUP
SIX CITYPLACE DRIVE SAINT LOUIS, MO 63141
T 314 993 9800

G&W
ENGINEERING CORPORATION
DYNAMIC PROCESSES • SUSTAINABLE RESULTS
138 WILSON PARKWAY ST. LOUIS, MO 63043
314 669 3732 PROJECT NUMBER: 2013-0078
WWW.GANDWENGINEERING.COM

ENGINEER OF RECORD:

KEVIN S. GRIESEMER, LICENSE # 23628
EXPIRATION DATE 12-31-13

ISSUE DATE	DESCRIPTION
11/07/13	SITE DEVELOPMENT PLAN

Revision Schedule		
No.	Date	Description

Project Number: 2013-0078

Sheet Title:
SITE PLAN - PHOTOMETRIC STUDY

E-500



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

November 21, 2013

Mr. Garrick Hamilton
The Koman Group, LLC
2 CityPlace Drive, Suite 460
Creve Coeur, MO 63141

Re: Application #13-019: Site Concept and Site Development Plan
The Fresh Market

Mr. Hamilton:

The Planning and Zoning Commission, at its meeting of November 18, 2013, reviewed your request for approval for the site concept and site development plan approval of a 25,490 square-foot retail grocery store, The Fresh Market.

By unanimous vote, the Planning Commission recommends approval for the site concept and site development plan 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, November 25th, 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, NOVEMBER 18, 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, November 18, 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. Tim Carney
 Mr. James Faron
 Mr. Ken Howard
 Mr. Gene Rovak

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

5. UNFINISHED BUSINESS

A. Application #13-019: Request for Site Concept and Site Development Plan Approval of a 25,490 sq. ft. Retail Grocery Store, The Fresh Market.

Applicant/Agent: David Wolf
 Arcturis
 720 Olive Street, Suite 200
 St. Louis, MO 63101

Property Owner: CP North I, LLC
 6 CityPlace Drive
 Creve Coeur, MO 63141

Mr. Garrick Hamilton, 2 Cityplace Drive, said that at the last meeting it was brought to their attention that the Commission felt the corner of the site was not being used to its full potential. Mr. Hamilton said the Commission stated that the south elevation lacks an impact and the pedestrian connection from Olive Boulevard was lacking. Mr. Hamilton also said the Commission had issues with the dock area being visible from Cityplace Drive, and that better screening was needed for the trash compactor and transformer, and he hopes to address all those concerns with this revised plan.

Mr. Hamilton showed illustrations and explained, most notably, at the southwest corner, a tower element with a [glass] curtain wall has been added, which is a significant change, and while the wall cannot be clear due to sunlight on the produce and the floral department, they

will be translucent and will emit light at night. Mr. Hamilton said the trellis has been added to the south elevation, and the windows have been enlarged. Mr. Hamilton said on the north elevation they have added a screen, and relocated the recycling bins to an area with significant screening. Mr. Hamilton also pointed out an enlarged screening for all the rooftop equipment. Mr. Hamilton said those are all the large ticket items that have been added to the development.

Mr. Hamilton said staff recommended eliminating the monument wall on the southwest corner, in light of the significant upward departure for façade signage, to which the applicant is agreeable. Mr. Hamilton showed pictures from different perspective views and explained the landscape through the pedestrian elements. Mr. Hamilton explained the colors for the brick and stated the brick is being matched to CityPlace 6 and the second tier of coloring of the brick is more of a sand color.

Mr. Hamilton went over some of the ordinance modifications, explaining they are mostly focused around the site coverage bonus discussion. Mr. Hamilton said it is identifying what can be built with the median out front. He stated that he understood staff was not suggesting that they build the entire median, but rather than build only part of it, they would be willing to contribute up to \$50,000 to a fund to help pay for the eventual construction of the median. Mr. Hamilton also said this issue ends up needing a longer term plan, but they also wanted to make clear in the ordinance, for this project, that the width of the median shall not be as wide as to cause a material detriment to the landscape along the Olive Boulevard frontage or functional damage to the parking lot. Mr. Langdon said MoDOT supports getting a median installed at this location and adjustments can be made to get a reasonable median with the preservation of the landscape, and they understood and were agreeable.

Mr. Faron asked about the wood screening on the trash compactor and why they chose wood instead of masonry. Mr. David Wolf, 720 Olive Street Road, said they chose wood screening to tie the elements of the elevations together. Mr. Faron asked if the screening on all of the building was the same, and Mr. Wolf said it was.

Mr. Robert Kent, 13084 Ferntrails Lane, said the project has come a long way from the first proposal and he thinks it a really good design.

Mr. David Caldwell, 257 Brooktrail Court, said he would like to see more attention paid to integrating pedestrian facilities with public transportation.

Ms. Lynn Berry, 626 Graeser Road, asked if there can be stipulations on the pictures in the window, like Walgreens has, and Ms. Berry said she would like to see an art feature on the corner.

Mr. Langdon stated he is happy with the effort and changes made to this project. He clarified that the City does consider transit shelters whenever possible but that this frontage is not deep and there is a lot of traffic moving through the new through and right turn lane so this might not be a good location for a transit stop.

Mr. Howard motioned to approve the CityPlace CDD and concept plan and approve the site development plan for The Fresh Market proposal, subject to the conditions contained in the revised draft ordinance attached to the staff report on Application #13-018, dated November

18, 2013, and subject to the changes discussed this night. Mr. Rovak seconded the motion with the resultant vote as follows:

Mr. Carney – aye
Mr. Rovak – aye

Mr. Howard – aye
Chair - aye

Mr. Faron – aye

9. 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 9:51 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

**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-019 FOR SITE CONCEPT AND SITE DEVELOPMENT PLAN
APPROVAL OF A 25,653 SQ. FT. RETAIL GROCERY STORE, THE
FRESH MARKET**

FOR THE MEETING OF: Monday, November 4, 2013, 7:00 PM

LOCATION: 11557, 11561, 11563, & 11569 Olive Boulevard, located at the northeast corner of City Place Drive and Olive Boulevard (see attached map). The property is zoned "CB" Core Business District.

REQUEST: An application has been submitted to amend the City Place Commercial Designed Development Plan for the approval of a site concept and site development plan for "The Fresh Market," a 25,653 sq. ft. retail grocery store, located on the 2.218 acre vacant lot at the northeast corner of Olive Boulevard and City Place Drive.

ADDITIONAL INFORMATION: Ordinance #5316, approved by the City Council on August 12, 2013, allows the applicant to request an increase in the maximum 15-foot setbacks of the CB zoning district. The proposal relies on this provision for all three frontages to varying degrees.

The applicant has revised the building and site plan; the new store design now has 25,653 square feet (gross).

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Comp. Plan References

- Central Business District
- Design Guidelines

Zoning Code References

- Section 405.370: "CB" Core Business District
- Section 405.450(D): Commercial Designed Development Procedure
- Section 405.1080: Site Concept, Site Development, and Minor Site Plan Approval

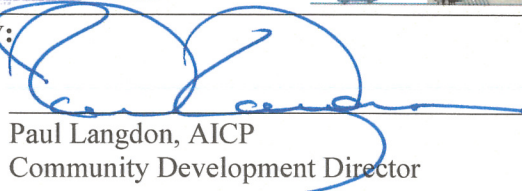
APPLICANT: Megan Ridgeway
Arcturis
720 Olive Street Suite 200
St. Louis, MO 63101

**PROPERTY
OWNER:**

CP North I, LLC
6 City Place Drive
Creve Coeur, MO 63141



REPORT PREPARED BY:


Paul Langdon, AICP
Community Development Director

11/1/2013
Date

Attached: Applicant's materials, received October 28, 2013.

BACKGROUND AND ZONING REQUEST

The 2.218-acre subject property is located at the northeast corner of the intersection of Cityplace Drive and Olive Boulevard. This location is the designated “front door” to the Cityplace campus, although other vehicle entrances probably handle more traffic. The site was previously developed with a gas station and a McDonald’s restaurant. Both properties were purchased by The Koman Group and subsequently cleared. The combined properties were resubdivided into a single lot and that lot has remained a grass field for several years. In 2007, The Koman Group received site development plan approval for the “Cityplace North” project that included a four-story office and retail building and an attached four-story parking garage with retail tenants on the ground level, totaling 94,810 square feet. Unfortunately, they were unable to find sufficient occupants to justify construction. Despite receiving a one-year extension, the original approval has now lapsed and the property remains vacant.

The owner is now proceeding with a new concept where the site is developed with a single-tenant building and surface parking. The proposed tenant is “The Fresh Market” although the site is evaluated herein without particular regard for the tenant since the City should assume that the tenant will change at some point. The Planning Commission first reviewed this project at their August 19th meeting. At that time, the Planning Commission voiced concerns with several items:

- The location of the building at the rear of the site was forcing the loading dock into an Olive Boulevard-facing orientation and that was a significant departure from the Comprehensive Plan and Design Guidelines.
- The landscape plan seemed ineffective and also did not follow the Comprehensive Plan and Design Guidelines.
- The building façade appeared as an adornment, contrary to the Comprehensive Plan and Design Guidelines.
- The landscape plantings in the stormwater detention basins were not designed as integral parts of the overall landscape plan.

The applicant has submitted revised plans intended to respond to these issues and the following report updates the staff analysis accordingly.

The revised building covers a total of 25,653 square feet (the prior design covered 25,490 s.f.) and the parking lot includes spaces for 87 vehicles, although five of those are arranged to be functionally connected with the adjacent Cityplace 6 office tower. An additional 16 parking spaces will be provided in the nearby Cityplace 6 parking garage. The building and parking also allow for a truck court with a “dock-height” loading dock, trash compactor and a recycling storage area. As shown on the attached plans, the building is located at the east edge of the property with the front facing west toward Cityplace Drive. The front setback from Olive Boulevard is approximately 65 feet, assuming an anticipated right-of-way dedication to the Missouri Department of Transportation (MoDOT). The setbacks from Cityplace Drive on the west and north are approximately 162 feet and 10 feet, respectively. The east setback, from the property line shared with McDonald’s, is approximately 10 feet at the northeast corner of the building. The loading dock is located on the northeast corner of the building and faces west toward Cityplace Drive. The landscape is primarily around the outside of the site. Access to the site is via a right-in, right-out driveway on Olive Boulevard and a full access off Cityplace Drive.

The building will be constructed using tilt-up panels, inlaid with brick. Wood panels are used on the south and west building façades for decoration, as well as two elevated trellises, or arbors, over

two patio areas in front of the store. The front is marked by an over-sized entrance feature that extends above the roof-line but does not extend past the front of the primary structure. The north side and rear are similarly treated with largely unadorned inlaid brick panels and no windows. An open exterior stair is located on the rear (west) side of the building.

Approval of this project requires:

- Approval of an amended site concept plan for the entire Cityplace campus as required under the Commercial Designed Development (CDD) procedures.
- Approval of a site development plan for this particular site.
- Approval of an amendment to the Cityplace Master Signage Plan to accommodate the proposed building and monument signs. Note that this particular element is addressed under a separate application (Application #13-018).

All of these elements will require a recommendation from the Planning and Zoning Commission to be forwarded to the City Council for final approval.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Office building	“CB” Core Business	Cityplace Drive
South	Pharmacy, medical office	“CB” Core Business	Olive Boulevard
East	Drive-through restaurant	“CB” Core Business	N/A
West	Inline retail/office	“CB” Core Business	Cityplace Drive

COMPREHENSIVE PLAN REVIEW

Whether one is evaluating the CDD amendment or the site development plan, agreement with the Comprehensive Plan is a key finding for approval. The Plan provides the subjective guidance and interpretation needed to properly answer the other findings of those approval processes. Even during the review of the now-defunct Cityplace North project, the Comprehensive Plan policies for this site played a significant role.

Overall Goals and Strategies

The primary focus of the overall goals and strategies is the desire to ensure that every project fit into the overall fabric of the city that is envisioned by the plan. As a low-rise, commercial development on a commercial site, the broadest goals are generally met. The remaining concerns apply more to specific site improvements, to wit:

Community Health and Connectivity

2. Create a linear “green-line” park along Olive Boulevard connecting the Central Business District and other activity nodes. This feature will be developed primarily through additional landscaping and streetscaping, preservation of existing trees, and construction of sidewalks, with only such limited land acquisition as is necessary to fill in missing links. (p.22)

3. Require new commercial, institutional, and multi-family development or redevelopment to include public amenities such as pedestrian connections, bicycle facilities, public seating/gathering areas, and open space, as appropriate. (p.22)

Community Image and Identity

1. Improve the quality of commercial development by strengthening the Design Guidelines to provide more detailed guidance regarding building orientation, connectivity, and compatibility with adjacent residential development, as well as illustrations of desired development patterns. (p.23)
3. Develop a system of gateway features at various locations, including entrances to the City and key locations that serve as defining points within the City. (p.23)
6. Implement streetscape improvements along major streets and gateways. (p.23)
9. Encourage public arts throughout the community. (p.23)

Transportation and Movement

1. Reduce traffic congestion on major arterials. (p.24)
16. Implement lane, signal, and other physical improvement to improve traffic flow and mitigate local congestion issues. (p.25)

The overall landscape design is improved, especially along Olive Boulevard where there is added depth and variety to the design. The bioretention areas are still not clearly defined and the Commission should consider that these areas can take on a very “wild” appearance, especially when juxtaposed with a formal commercial landscape. That is not to say that staff are opposed to the use of bioretention; quite the opposite. The concern is merely that they are not well defined and there is no apparent blending into the site or, in the case of the northwest corner, no certainty that the planting will not cause a visibility problem for motorists. In the southeast corner, additional screening is needed for the utility enclosure and this same screening could be used to blend the bioretention area into the landscape.

A point of review with the original plan was the corner landscaping at Olive Boulevard and Cityplace Drive. The planting plan for the revised proposal is improved, and there is an attempt to bring pedestrians into the feature wall design. However, placing a sidewalk behind the six-foot high wall creates a security concern and is not engaging for pedestrians. Since this element is also part of the master sign plan, the applicant has the opportunity to create something more visually effective as a landscape element in the green-line park and not simply a large sign. In other words, the sign and the landscape have improved, but the proposal is still little more than just a large sign beside the sidewalk that does not express the goals of the Comprehensive Plan.

Central Business District

While the majority of the goals under this chapter of the Comprehensive Plan relate to the larger development potential south of Olive Boulevard, the Central Business District does include the subject property and there is one key statement in the “Vision” for the area and three key goals:

Vision

“The area north of Olive Boulevard will continue to be developed with a mix of high-quality office and retail uses anchored by a completed CityPlace development to serve as a complement to the portion of the Central Business District south of Olive Boulevard.” (p.81)

Residential Preservation and Economic Development

1. In the area north of Olive Boulevard, encourage a continuation of the master-planned CityPlace development. Adjacent developments should incorporate design elements, cross-access easements, pedestrian connections, and mixed uses. (p.80)
5. All new development or redevelopment of non-residential uses should comply with the City of Creve Coeur Design Guidelines. Orient buildings toward Olive Boulevard in a consistent fashion, with parking encouraged to the sides or rear of buildings. Revamp the Design Guidelines to provide more detailed guidance regarding building orientation, connectivity, and compatibility with adjacent residential development and illustrations of desired development patterns. (p.81)

Community Health and Connectivity

4. Improve the appearance of Olive Boulevard through streetscape improvements related to pedestrian facilities, landscaped medians, and other public amenities such as seating areas. (p.83)

Key Property Recommendations; Central Business District 3

...Redevelopment of the area east of CityPlace Drive and west of Craig Road is likely and should be encouraged. Such redevelopment should require lot consolidations, fewer curbcuts onto Olive, more right in/right out movements, and the construction of an additional vehicular and pedestrian connection between West Oak and the CityPlace development.

...Olive Boulevard streetscape improvements and burial of the overhead utility lines could be a major asset and should be encouraged and supported by the City through various options. Cross access should be encouraged and coordinated whenever possible. In addition, the Olive/Old Ballas/CityPlace intersection should be improved to accommodate vehicular movements as well as facilitate pedestrians across Olive at this point. (p.88)

In the previous analysis, it was stated that staff believed the applicant would be providing the full complement of associated traffic controls approved with the Olive Boulevard TDD. One element, however, is not shown on the plans: a median on Olive Boulevard preventing illegal left turns into the Olive Boulevard driveway. The same configuration was allowed for the McDonalds redevelopment on the presumption that the TDD would soon follow with a median that would block the lefthand turns. However, with the Olive Boulevard TDD funding shortfall, the median does not exist and the Creve Coeur Police Department has noted frequent, illegal and unsafe left turns from eastbound Olive Boulevard into the McDonalds property. The Planning Commission should avoid duplicating this mistake and seek construction of the median by the applicant. The Missouri Department of Transportation (MoDOT) is also aware of this concern and is currently analyzing the situation.

The prior report also focused a lot of attention on the problems created by placing the building on the north edge of the site. Some of these have been alleviated by turning and flipping the building to the east edge. The loading dock is now hidden from Olive Boulevard, but the building is not really oriented toward Olive Boulevard, as recommended by the Comprehensive Plan, since the south face of the building is the functional side of the structure and it is devoid of pedestrian level features except at the corner. There is no sidewalk or landscape along this side of the building and

there are no pedestrian entrances. Some windows are present, but a significant number are black glass ("spandrel glass") and the wall is dominated by masonry and the over-sized sign. (see Application #13-018). More attention to the architecture on this side and the provision of adequate room for at least a sidewalk along the building and out to Olive Boulevard appear to be necessary. The only alternative is to reposition the store at the intersection. This is preferable from an urban design perspective as it creates enclosure and identity for the intersection, but staff recognize that the applicant does not wish to pursue this solution.

PEDESTRIAN PLAN REVIEW

As indicated above, the revised plan no longer connects the building to Olive Boulevard, although there is a sidewalk to Cityplace Drive. Staff suggest that a sidewalk could follow the east side of the Olive Boulevard entrance drive and connect to a sidewalk that follows the wall line toward the front door. Another continued concern from the prior plan is the absence of any walkway for motorists who have parked in the parallel stalls along the north property line. There should be, at a minimum, a five-foot wide sidewalk from those parking stalls to the nearby intersection so visitors to Cityplace 6 can cross the road at the crosswalk rather than mid-block.

DESIGN GUIDELINES REVIEW

The design guidelines provide specific design objectives applicable to all new construction within the City of Creve Coeur. Satisfying these guidelines is an important expectation of the Comprehensive Plan and always a matter of review with every proposal before the City. For that reason, they are repeated in this report, as are several review comments since some of the same issues remain from the prior report. To clarify the analysis, the following review is broken into the same sections as the guidelines, and only summaries are provided.

Site Layout

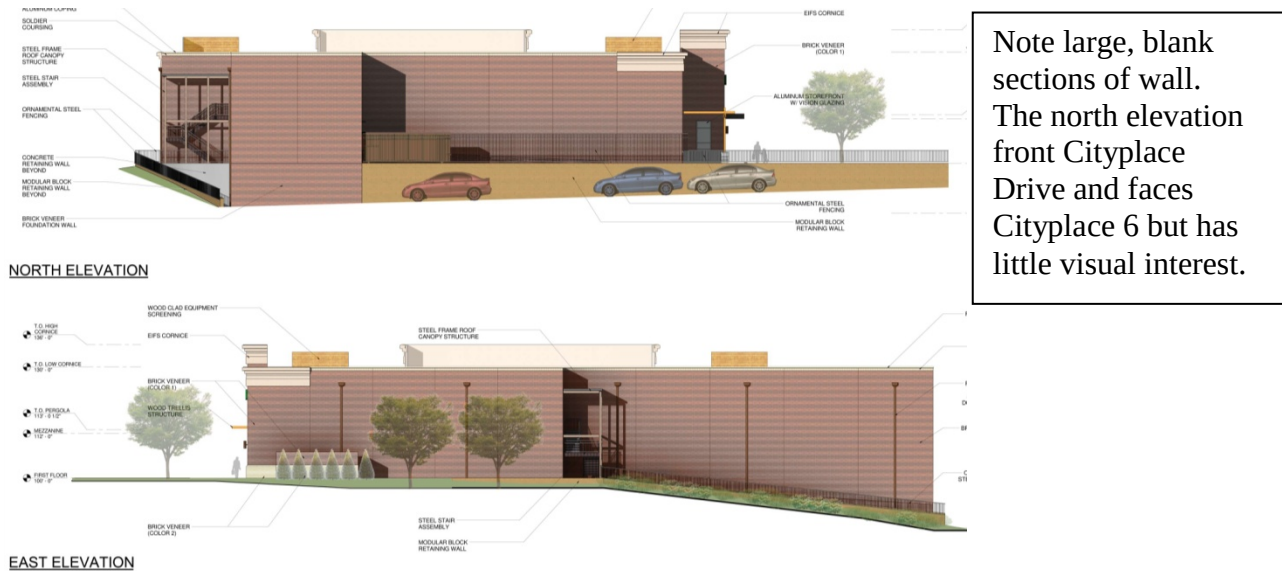
Physical Features and Site Relationships

The following guidelines are important to this proposal:

1. Design site improvements to minimize changes to existing topography when possible. Topography and existing vegetation should be utilized for screening, buffering and transition of uses and developments when practical. Avoid massive grading to create flat building "pads" and avoid abrupt or unnatural appearing grading design. Blend grading with the contours of adjacent properties and round proposed cut and fill slopes, both horizontally and vertically.
3. Size, design, and orientation of buildings should be sensitive to existing terrain, existing buildings, and the surrounding area. Design outdoor spaces to be sensitive to views, climate, solar angles, and the nature of outdoor activities that could occur in conjunction with the project.
5. Unattractive project elements such as delivery zones, storage areas, trash enclosures, transformers, generators and similar features should be sited in areas which are generally not visible to the public or must also be screened from view.

The proposed design generally flows with the down-sloping site until the store pad forces the use of an extended foundation to compensate for the steeper drop-off in the northern quarter of the property. While this is necessary to keep the building from looking like it is in a hole, it amplifies the "back-of-house" appearance of the north wall and further degrades the already poor pedestrian

environment there. If the floor elevation should not be changed, the alternative is to add greater detail to the rear (north) of the building and add interest to the retaining walls located there.



Streetscape/Pedestrian Orientation

Addressing the various concerns of the Comprehensive and Pedestrian Plans, and the Design Guidelines already discussed above, will generally satisfy these guidelines as well. The creative and pedestrian-friendly design of all sidewalks and outdoor spaces, approachable building design on all viewable sides and the use of amenities such as covered plazas, seating areas, and outdoor dining areas are all encouraged. The freestanding trellises in front of the building are effective and attractive and have been enlarged to create outdoor rooms for the building. The Planning Commission should consider if there is a means of bringing those elements out from the building and out to the street including, perhaps, through integration with the corner monument.

Pedestrian and Vehicular Circulation

The primary interests with this category of guidelines are the following:

2. Pedestrian access routes should be buffered from the street, vehicular traffic and parking areas. The use of greenspace and landscaping is a recommended buffering element. Pedestrian amenities such as benches, pergolas, gazebos and water features along pedestrian access routes are strongly encouraged however, they should not conflict with visibility of or access to storefronts.
3. Access, general circulation, separation of pedestrian and vehicular traffic, and design of parking areas should be safe and convenient, while not detracting from the design of the building and adjacent properties. Direct access from the street and from parking areas to the principal structure should be provided.
4. Circulation systems should be designed to avoid conflicts between vehicular, bicycle and pedestrian traffic. Pedestrian circulation should take precedence over vehicular circulation. In order to emphasize conflict points and improve pedestrian safety and visibility, the use of textured or tinted materials for pedestrian crossings should be utilized where pedestrian circulation paths cross a vehicular route.

258

Relationship to Neighboring Development

The building materials have been chosen for compatibility with the surrounding structures although the single-tenant nature of this building and the underlying warehouse style construction (tilt-up box) are not in keeping with the nearby structures and not supported by the design guidelines. The added elements have improved the overall interest of the building to help give it a similar degree of visual appeal as the surrounding buildings (see Figure 3 above).

Materials/Colors

The use of inlaid brick and wood detailing is consistent with the quality materials objectives, with the various caveats discussed above. The design of the front façade element is somewhat “thin” as it does not extend back past the front of the main box (see Figure 3 above). Given the otherwise simple box nature of the structure, staff suggest that the Commission discuss this element further with the applicant. Even a modest extension of the entrance roof back over the main roof would improve the conformance with these guidelines.

Building Services

As discussed above, the truck court (which includes the loading dock, compactor and cardboard storage) is no longer open to the Olive Boulevard frontage but it is still visible from the front of the building (now along Cityplace Drive). Although the impact is reduced, and this is welcomed, the layout is still not compatible with a variety of design guidelines including the following:

1. Services and trash or utility areas should be positioned to minimize view and visual impact. Building equipment and utilities are to be located, designed and/or screened to minimize visual impact on public streets, surface parking lots and neighboring properties.
2. In large commercial developments, service and loading areas should be separated from main circulation and parking areas and away from public streets.

The members of the Planning Commission did, at the August 19th meeting, encourage the applicant to find an alignment that did not leave the loading dock open to the front view of the store, but the applicant has indicated that this cannot be accomplished while still providing enough parking on site. Staff concur that other arrangements of the truck court are problematic for other site issues. As such, the Commission may wish to explore the details of this area to determine if there are some detail elements that might not conceal the loading dock, but could optimize its appearance. The applicant is already showing the doors to be painted to integrate with the building as well as the use of the same inlaid brick treatment in this area. Screening devices for the compactor and the cardboard storage are needed and the use of taller landscape adjacent to the bioretention area in the northwest corner will help improve the appearance from Cityplace Drive. The Planning Commission should explore these improvements with the applicant.

Landscape Design

As discussed earlier, the landscape has been improved along the streets and is still effective within the parking lots. As also discussed above, the landscape in and around the bioretention areas has not been “fleshed out” and lacks the details necessary to make these areas more of an asset to the site and more in agreement with these guidelines.

Miscellaneous

Signage

The applicant's proposal now shows two building signs and one monument sign that is also an entry monument into the Cityplace campus. The basic design of these signs has not changed, although the wall signs are bigger (now double the maximum normally allowed) and there are fewer tenant names on the monument sign. These signs still require amendments to the Cityplace Master Signage Plan and are explored in greater detail in Application #13-018, but it is worth noting again that the monument sign stands at a location that could be better utilized as a campus entry monument and possible pedestrian amenity rather than simply being a big sign on the corner.

Lighting/Utilities/Stormwater Drainage/Energy Conservation/Screening

All of these items are essentially performance issues, some of which have not been defined on the proposed drawings. One feature of note, however, is the proposal to use scone lighting on the walls to highlight the wood detailing. Also of note, though, is the aforementioned lack of detail in the design of the stormwater structures to give them value in the designed landscape rather than simply being utilitarian in nature. The Planning Commission should request more detailed design studies of these structures.

Parking

Key parking guidelines that are applicable to the proposal are:

1. The design of off-street parking areas should limit vast open areas of asphalt parking spaces, especially in the front of commercial buildings. Parking lots need to be broken up into small palatable spaces interconnected by landscaped pedestrian linkages. These linkages should be separate pedestrian walkways buffered with landscaping.
2. Parking areas located to the side or rear of commercial buildings are encouraged and where possible, on-street parking areas are desirable.
4. Parking design should minimize glare, reflection and the visual impact of a large number of cars. Decorative elements, such as fences and walls, wall extensions, planting or topographic features should be utilized to screen parking and loading areas.
6. A landscaped separation should be used between parking areas and buildings to create a visual landscaped foreground for buildings. (p.19)

As cited above, many design guidelines, including these, would be better satisfied by moving the building forward and placing all of the parking to the side and rear of the building. Aside from that issue, the applicant has provided a number of landscaped islands within the parking to divide up the asphalt areas and provide some shade. The improved front trellises increase the separation between the parking lot and building that is advocated, but the included planting areas appear to contain turfgrass only; this is a missed opportunity to better address guideline #6, above, and should be reviewed by the Commission.

ZONING CODE REVIEW

Commercial Design Development (CDD)

The proposed grocery store tenant is a permitted use, so the primary review for this project centers around the design issues discussed above. Under the CDD procedures, however, the setbacks, site

coverage and floor area ratio (FAR) for an individual site may be increased as long as the overall CDD area conforms to the underlying district requirements.

The applicant is requesting that the maximum front setbacks be increased for the south and west frontages due to functional limitations of the site. Staff believe that the building can be slightly modified but completely repositioned at the southwest corner of the site and still maintain the same vehicle access and parking quantity. As such, it is suggested that the Planning Commission request further documentation supporting the request versus a layout that more closely conforms to the Comprehensive Plan, Design Guidelines, and Zoning Code regulations.

The applicant is also asking to increase the overall campus site coverage from 66% to 70%. This requires the approval of an additional site coverage bonus under Section 405.370.E.3.b of the Zoning Code. Currently, staff do not perceive any “special or outstanding landscape and site planning features” that would appear to warrant the additional site coverage bonus. The dedication of right-of-way could be accepted as justification, but the Planning Commission and City Council have generally expected additional, visual improvements as well since Section 400.020 already provides some redress to property owners who voluntarily dedicate some of their property for public right-of-way. Again, the members of the Planning Commission should request further documentation justifying this request.

An earlier concern under the CDD provision was the tree conservation requirement, but further research appears to resolve the issue. Section 405.450.D.4 states:

4. Tree conservation. Any development proposed as a commercial designed development shall provide for the conservation of existing trees and existing tree masses on the site. The percentage of trees and tree masses preserved during development shall exceed the minimum standards of the subdivision regulations (shall exceed twenty-five percent (25%) of the existing trees and twenty-five percent (25%) of the existing tree mass areas).

The applicant’s tree removal and remediation plan shows all of the existing trees being removed and replaced with a greater quantity of trees, measured in caliper inches. The CDD was first approved in July 2006 by Ordinance #4030 but the record does not reflect any tree preservation plan or an existing tree inventory. Nonetheless, by simple inspection, it is clear that removal of all of the existing trees on the site in question is still consistent with the requirement that 25% of the trees, as of the original plan date, be preserved.

SUMMARY AND CONCLUSION

The proposed development represents an important investment into a key property within the city. The applicant has also made a number of revisions to the plan, in concert with the comments staff and the Commission have been providing. However, a number of significant breaks from the Comprehensive Plan and Design Guidelines remain and the Planning Commission should not forward a recommendation to the City Council until they are satisfied with the following issues:

- The rotation of the building to the east property line has turned the loading dock from Olive Boulevard exposure, but it is still open to the new frontage along Cityplace Drive; this is still not consistent with the Design Guidelines.

- The front façade of the building has been changed and should be evaluated by the Commission for conformance with the Design Guidelines.
- The north side and rear of the building do not conform with the design guidelines as they do not show the same use of materials and design elements as the other two sides.
- The use of materials is promising but needs to be carried throughout all scales of design and all portions of the site.
- There is no evidence that the pedestrian environment along Olive Boulevard will be preserved in the event of a road widening.
- There is no sidewalk from the parking on the south side of the building to the front door.
- There is no sidewalk along the south side of the east-west segment of Cityplace Drive.
- The monument sign is improved but still does not advance the “green line park” approach to the streetscape and creates an undesirable dark area where the sidewalk wraps behind it.
- The stormwater management basins are not fully designed but are placed directly into key landscape areas; they must be moved closer to final design to evaluate their conformance with City goals and regulations.
- The justification for the increased site coverage is not enunciated.
- The construction of a median on Olive Boulevard has not been addressed and MoDOT has not completed their analysis of the conditions yet.

ACTION AND MOTION

Resolution of several of the above conclusions could have specific impacts upon the final design of the project. As such, staff cannot establish a basis for a draft ordinance at this time without making gross assumptions about the opinions of the Commission and the possible responses from the applicants. Staff therefore recommend that the Commission’s action consist of clear direction on the above items followed by a vote to continue the application to the November 18th meeting when a draft ordinance can be presented.

Based on the preceding, staff suggest the following as an example of an appropriate motion for this application:

“I move to continue Application #13-019 to the meeting of November 18, 2013, to allow the applicant time to address the concerns of the members of the Planning Commission and staff.”

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING PEDESTRIAN PLAN AND DESIGN GUIDELINES

Included and attached by reference.

APPENDIX 2: ZONING CODE

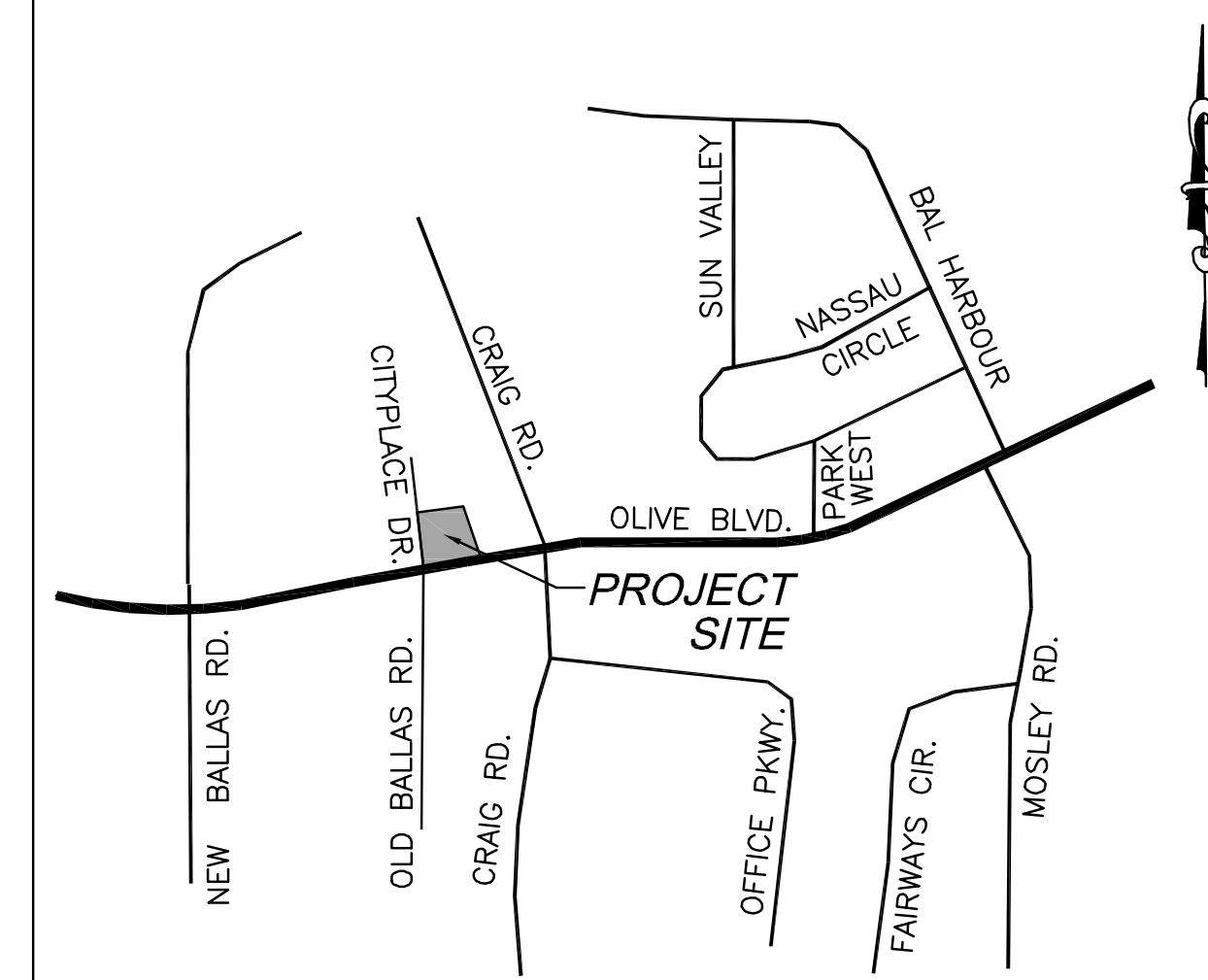
Included and attached by reference.

APPENDIX 3: AERIAL MAP OF SUBJECT PROPERTY



A SITE DEVELOPMENT PLAN FOR: CITYPLACE VII - THE FRESH MARKET

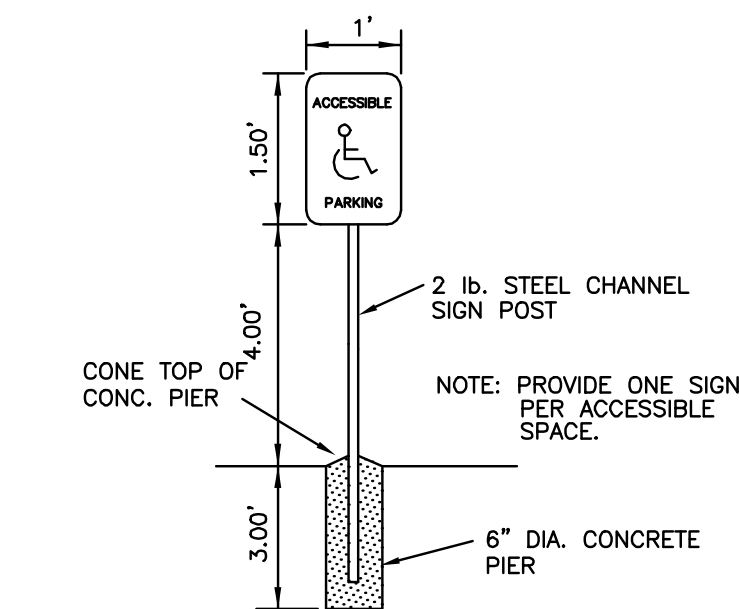
A TRACT OF LAND BEING PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3,
TOWNSHIP 45 NORTH, RANGE 5 EAST,
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



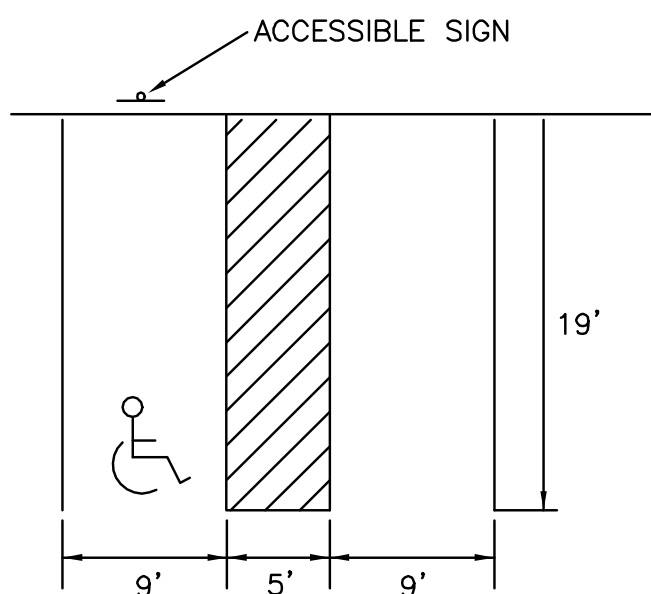
LOCATION MAP
N.T.S.

INDEX

C0.1 SITE DEVELOPMENT PLAN
C0.2 GRADING AND DRAINAGE PLAN
C0.3 SITE CROSS SECTIONS
C0.4 AUTOTURN EXHIBIT



ACCESSIBLE PARKING SIGN DETAIL



PARKING STALL DETAILS

PERTINENT DATA

EXISTING ZONING: CORE BUSINESS DISTRICT
PROPOSED ZONING: CORE BUSINESS DISTRICT
SCHOOL DISTRICT: PARKWAY
FIRE DISTRICT: CREVE COEUR FIRE PROTECTION DISTRICT
PHONE: (314) 432-5570
SEWER SERVICE: METROPOLITAN ST. LOUIS SEWER DISTRICT
PHONE: (314) 768-6272
WATER SERVICE: MISSOURI AMERICAN WATER CO.
PHONE: (636) 938-8655
GAS SERVICE: LACLEDE GAS COMPANY
PHONE: (636) 723-0494/(636) 946-6170
ELECTRIC SERVICE: AMEREN UE
PHONE: (636) 639-8311
WATERSHED: CREVE COEUR CREEK
FEMA FLOOD PANEL MAP: MAP # 28189C0162 H, DATE: AUG. 2, 1995

BUILDING AREA

GROCERY STORE 22,263 SF
SITE AREA 96,595 SF
F.A.R. = 22,263 SF/96,595 SF = 0.23

SETBACKS REQUIRED

FRONT 80' (MAXIMUM)
SIDES 10'
REAR 10'

PARKING REQUIRED

GROCERY STORE - 4/1000 SF GROSS FLOOR AREA
TOTAL REQUIRED PARKING 103 PS
TOTAL PROVIDED PARKING 87 PS
PROVIDED PARKING (FRESH MARKET) 82 PS
PROVIDED PARKING (CITY PLACE DRIVE) 5 PS
TOTAL REQUIRED ACCESSIBLE PARKING 5 PS
TOTAL PROVIDED ACCESSIBLE PARKING 5 PS

COVERAGE AREA

CURRENT PROPOSED
VEHICLE SURFACE/BUILDING AREA* = 25.26 AC. 27.05 AC.
TOTAL SITE AREA* = 38.44 AC. 38.44 AC.
COVERAGE AREA* = 66% 70%
* CALCULATIONS INCLUDE ENTIRE CITY PLACE SUBDIVISION

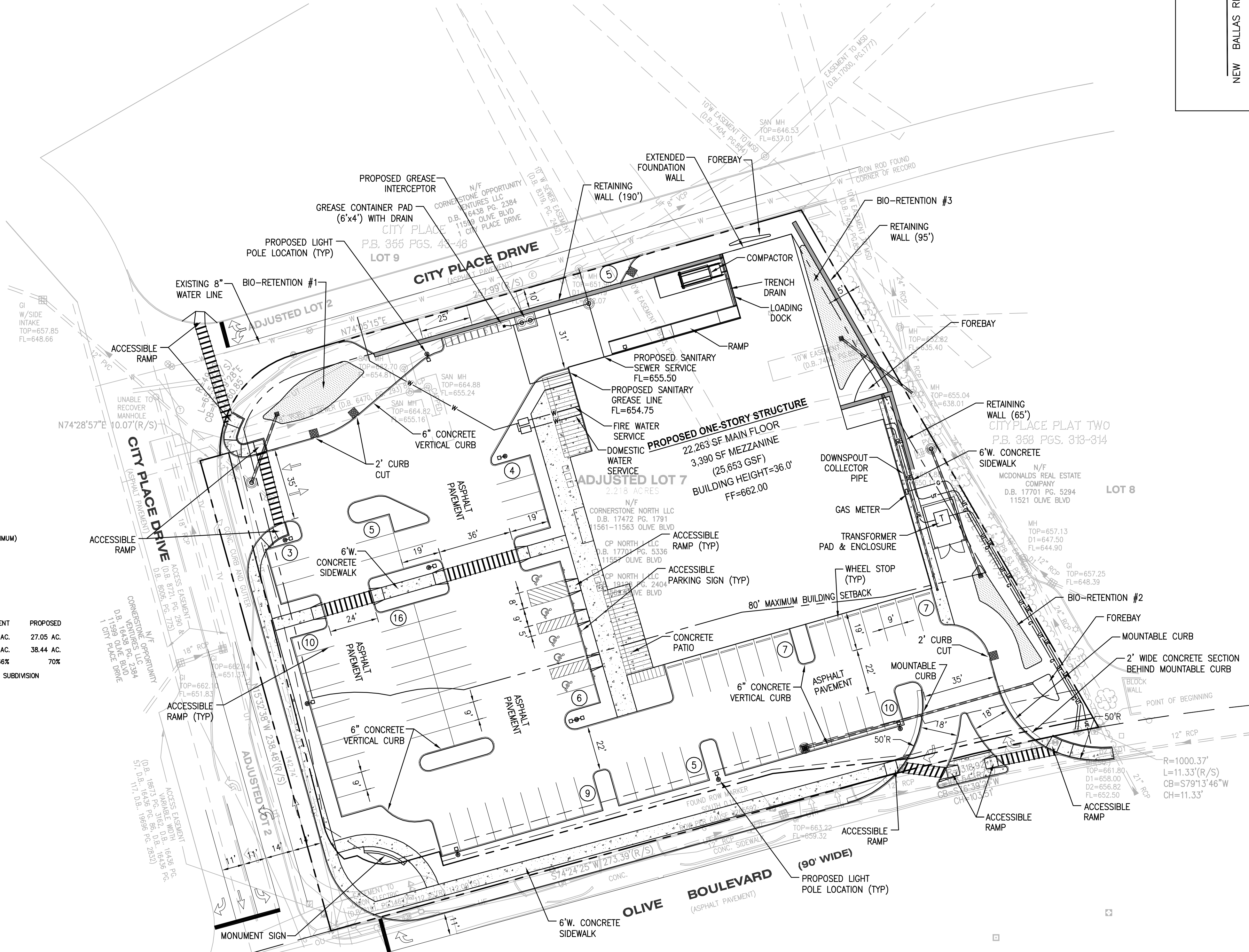
PRELIMINARY STORM CALCULATIONS

PREDEVELOPED SITE:
GRASS AREA = 2.20 AC.
HARD SURFACE/BUILDING AREA = 0.02 AC.
TOTAL = 2.22 AC.
STORM FLOW = $1.70 \times 2.20 \text{ AC.} + 3.54 \times 0.02 \text{ AC.} = 3.81 \text{ CFS}$

DEVELOPED SITE:
GRASS AREA = 0.43 AC.
HARD SURFACE/BUILDING AREA = 1.79 AC.
TOTAL = 2.22 AC.
STORM FLOW = $1.70 \times 0.43 \text{ AC.} + 3.54 \times 1.79 \text{ AC.} = 7.07 \text{ CFS}$
(REQUIRED STORM WATER DETENTION IS PROVIDED BY EXISTING LAKE)
(REQUIRED STORM WATER QUALITY MEASURES ARE SHOWN ON PLAN)

GENERAL NOTES

- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D. AND THE CITY OF CREVE COEUR, MISSOURI.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT.
- NO STEP ALLOWED AT ACCESSIBLE ENTRANCE DOORS.
- A.D.A. RAMPS SHALL BE CONSTRUCTED AT ALL ENTRANCES.
- LIGHTING AND SIGNAGE SHALL BE IN COMPLIANCE WITH THE APPROPRIATE CITY ORDINANCES(S) AND GUIDELINES(S).
- BE ADVISED, ALL ENERGY AND TELEPHONE DISTRIBUTION LINES SHALL BE INSTALLED UNDERGROUND.
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY AND INCORPORATED AREAS PER COMMUNITY PANEL NO. 28189C0162 H WITH AN EFFECTIVE DATE OF AUGUST 2, 1995.
- ALL EXISTING SURFACE IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT TO BE REMOVED.
- OLIVE BOULEVARD ROAD IMPROVEMENTS SHOWN ON THIS PLAN BY CBB ENGINEERING, DATED 9/27/05, ARE FOR INFORMATION ONLY.



LEGEND

- 000 --- EXIST. CONTOUR
- 000 --- PROP. CONTOUR
- 662.70 --- ASSUMED SPOT ELEV.
- 664.00 --- ASSUMED FUTURE SPOT ELEV.
- ⊙ EXIST. STORM MANHOLE
- EXIST. TELEPHONE BOX
- ⊞ EXIST. WATER METER
- ⊙ EXIST. TREE
- EXIST. CLEANOUT
- ⊙ EXIST. POWER POLE
- EXIST. GUY WIRE
- ⊞ EXIST. WATER VALVE
- ⊙ EXIST. GAS VALVE
- ⊙ EXIST. BOLLARD
- G --- EXIST. GAS LINE
- T --- EXIST. TELEPHONE
- W --- EXIST. WATER LINE
- UE --- EXIST. ELECTRIC
- EXIST. SAN. SEWER
- EXIST. STORM SEWER
- X --- EXIST. FENCE
- PROP. SANITARY
- PROP. STORM
- ⊙ PROP. STORM INLET

UTILITY NOTE

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE EXACT HORIZONTAL AND VERTICAL LOCATIONS AND SIZES OF ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THIS PLAN, PRIOR TO THE START OF ANY CONSTRUCTION. THE ENGINEER HAS NOT FIELD VERIFIED THE EXISTING UTILITIES. THE UTILITIES SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM RECORDS AND UTILITY MAPS MADE AVAILABLE TO THE ENGINEER AND THE LOCATIONS AND SIZES SHALL BE CONSIDERED APPROXIMATE ONLY. OTHER UTILITIES, NOT SHOWN ON THIS PLAN, MAY EXIST ON OR NEAR THE SITE.



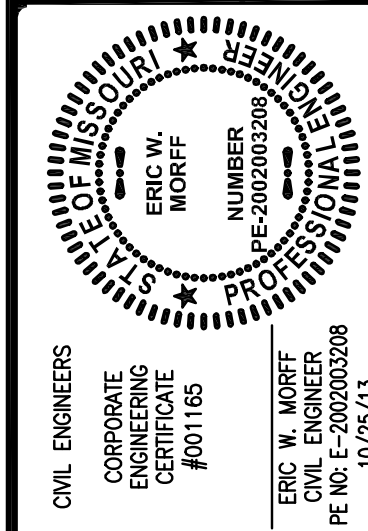
BENCHMARK

13-212 ELEVATION 621.70 - "STANDARD ALUMINUM DISK" STAMPED SL-23 1990
DISK IS SET BETWEEN COEUR DE VILLE DRIVE AND THE WEST R/W FENCE OF HWY. I-270; 68' SOUTH OF THE CENTERLINE INTERSECTION OF COEUR DE VILLE COURT AND COEUR DE VILLE DRIVE.

NO.	REVISION DESCRIPTION	DATE

DEVELOPER/OWNER:
THE KOMAN GROUP
#6 CITY PLACE DRIVE, SUITE 430
ST. LOUIS, MO 63141

THE PROFESSIONAL WHOSE SIGNATURE, SEAL AND EXPIRATION DATE ARE REQUIRED FOR THIS PLAN, AND WHOSE EXPIRATION DATE IS NOT THE SAME AS THE EXPIRATION DATE OF THE PROFESSIONAL'S LICENSE, SHALL BE CONSIDERED A VIOLATION OF THE PROFESSIONAL'S ETHICS AND SHALL BE SUBJECT TO THE DISCIPLINARY ACTION OF THE BOARD OF PROFESSIONAL ENGINEERS OF THE STATE OF MISSOURI.



CITYPLACE PLAT TWO
ADJUSTED LOT 7
11557', 11569', 11561' AND 11563' OLIVE BLVD.
ST. LOUIS, MO 63141

+ ST. LOUIS
304 S. 18th Street
St. Louis, MO 63103
314.984.9887 tel/
CBB ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

COLE

DESIGN/CALC BY	BSJ
DRAWN BY	BSJ
CHECKED BY	EWM
DRAWING SCALE	AS SHOWN
DATE	10/25/13
Job Number	13-0033
Sheet Number	C0.1



PROPOSED ONE-STORY STRUCTURE

22,263 SF MAIN FLOOR
 3,390 SF MEZZANINE
 25,653 GSF TOTAL, 36' HIGH

SITE PARKING:

85 SPACES REQUIRED (4 SPACES PER 1,000 SF MINUS MEZZANINE AND LOADING DOCK AREAS)
 87 SPACES PROVIDED (INCLUSIVE OF 5 ACCESSIBLE SPACES AND 5 PARALLEL SPACES PROVIDED AT NORTH EDGE OF SITE)

SITE COVERAGE:

TOTAL SITE AREA = 2.21 ACRES
 VEHICLE/SURFACE/BUILDING AREA = 1.79 ACRES
 COVERAGE AREA = 70% PER CAMPUS OVERLAY

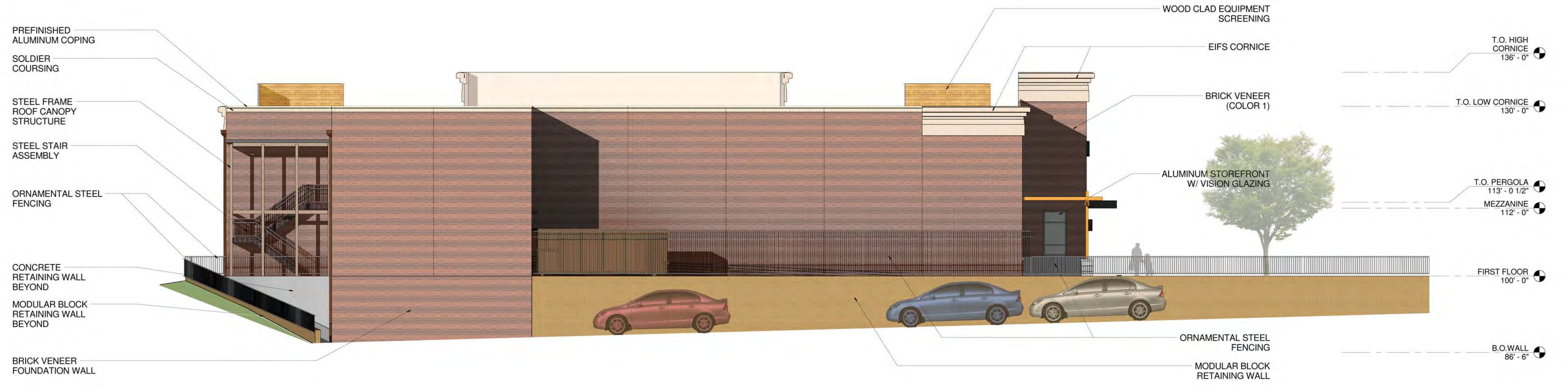
SETBACKS:

FRONT = 80'-0" MAX.; 80'-0" PROVIDED
 SIDES = 10'-0"; 10'-0" PROVIDED
 REAR = 10'-0"; 10'-0" PROVIDED

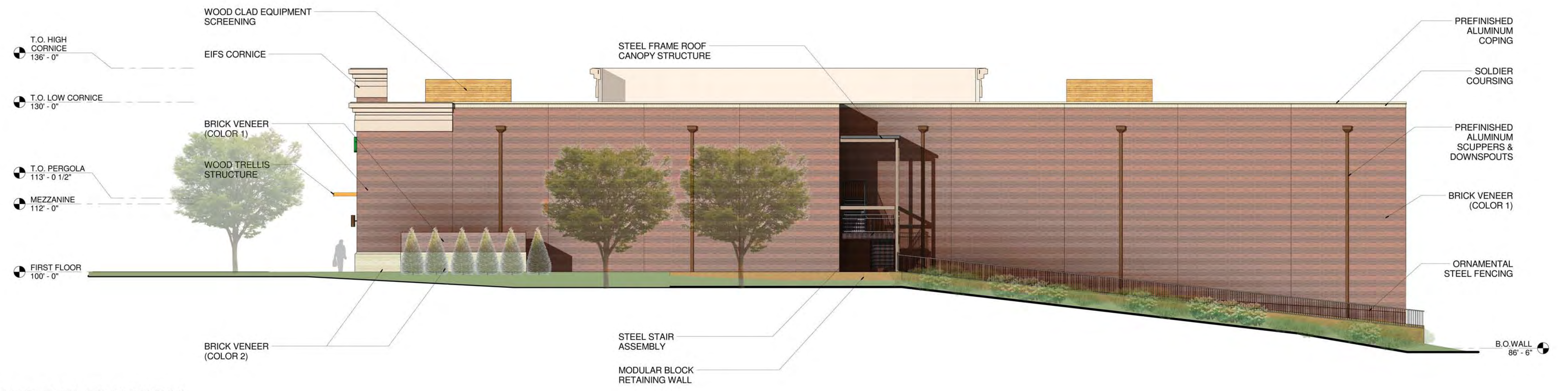
PLAN KEY:

1. MONUMENT SIGN
2. BIORETENTION AREA
3. TRELLIS-COVERED SEATING AREA
4. PRODUCE STANDS
5. ENTRY VESTIBULE
6. DOCK RAMP
7. RETAINING WALL
8. GREASE CONTAINER PAD
9. TRANSFORMER PAD
10. TRASH COMPACTOR
11. CARDBOARD STORAGE
12. COVERED EGRESS STAIR
13. GREASE INTERCEPTOR
14. FOREBAY
15. LIGHT POLE
16. TEXTURED PAVING





NORTH ELEVATION



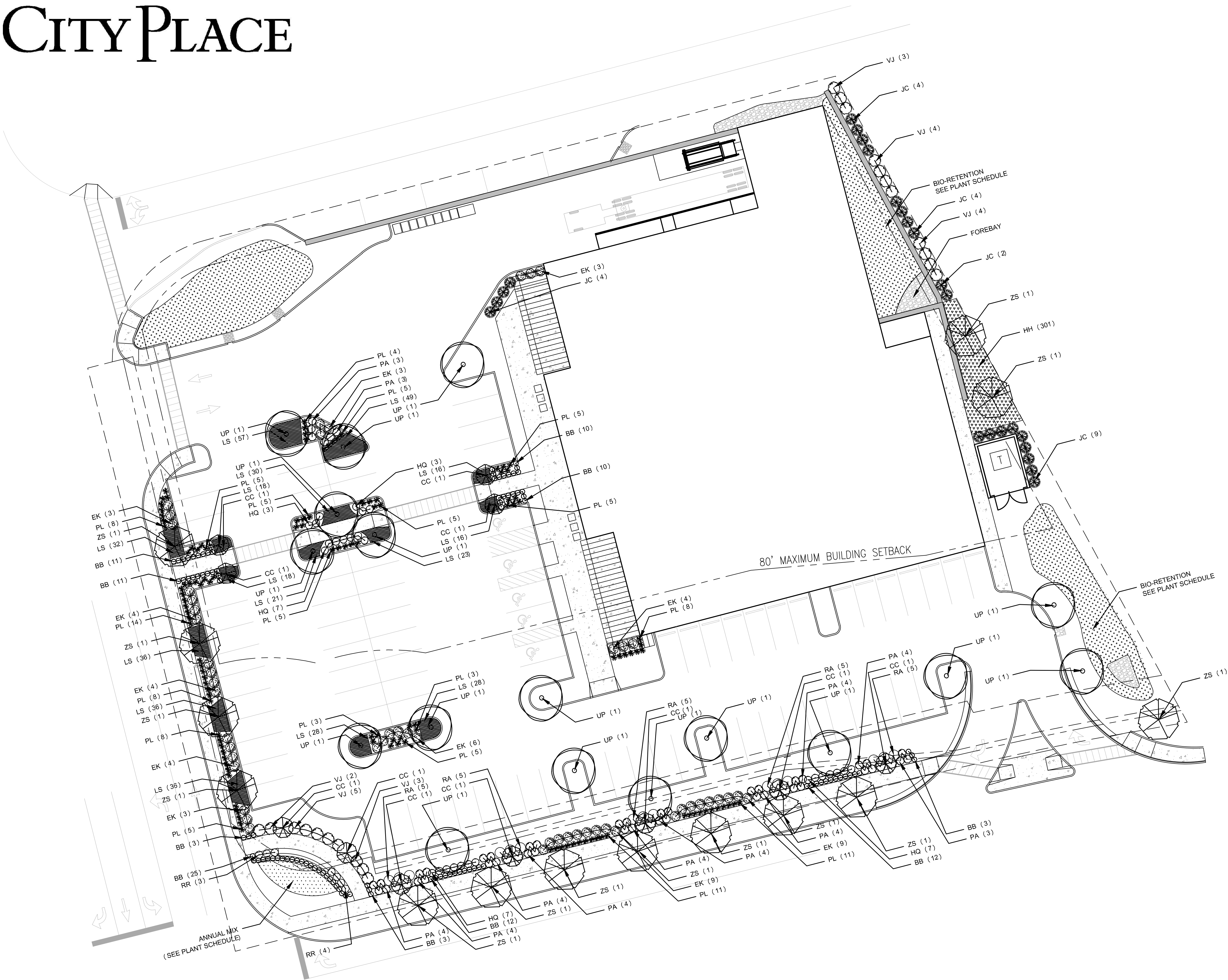
EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



PLANT SCHEDULE							
SYM	QTY	BOTANICAL NAME	CULTIVAR	COMMON NAME	SIZE	METHOD	SPACING
TREES							
CC	10	Cercis canadensis		Redbud	2" Cal.	BB	As Shown
JC	23	Juniperus chinensis	'Spartan'	Spartan Juniper	6'	BB	48" O.C.
UP	17	Ulmus parvifolia		Chinese Elm	3.5" Cal.	BB	As Shown
ZS	14	Zelkova serrata		Japanese Zelkova	3.5" Cal.	BB	As Shown
SHRUBS							
BB	100	Buxus	'Green Velvet'	Green Velvet Boxwood	3 Gal.	Cont.	24" O.C.
EK	53	Euonymus kiautschovicus	'Manhattan'	Manhattan Euonymus	5 Gal.	Cont.	48" O.C.
HQ	27	Hydrangea quercifolia	'Sike's Dwarf'	Oakleaf Hydrangea	5 Gal.	Cont.	36" O.C.
RA	25	Rhus aromatica	'Gro-low'	Grow Low Fragrant Sumac	5 Gal.	Cont.	48" O.C.
RR	7	Rosa radrazz	'Knockout'	Knockout Rose	5 Gal.	Cont.	36" O.C.
VJ	21	Viburnum x juddii		Judd Viburnum	3'	BB	54" O.C.
GRASSES/PERENNIALS/BULBS							
PL	119	Pennisetum alopecuroides		Fountain Grass	3 Gal.	Cont.	30" O.C.
PA	45	Perovskia atriplicifolia		Russian Sage	3 Gal.	Cont.	36" O.C.
GROUND COVER							
HH	301	Hedera helix		English Ivy	1 Quart	Cont.	18" O.C.
LS	410	Liriope specata		liriope	1 Quart	Cont.	18" O.C.
BIO-RETENTION							
QTY	BOTANICAL NAME		COMMON NAME		SIZE	METHOD	SPACING
GRASSES							
77	Andropogon gerardii		Big bluestem		Plug	Cont.	24" O.C.
139	Carex grayi		Bur Sedge		Plug	Cont.	18" O.C.
139	Chasmanthium latifolium		River Oats		Plug	Cont.	18" O.C.
139	Sporobolus heterolepis		Prairie Dropseed		Plug	Cont.	18" O.C.
139	Schizachyrium scoparium		Little Bluestem		Plug	Cont.	18" O.C.
FORBES							
49	Amsonia illustris		Shining Bluestar		Plug	Cont.	30" O.C.
77	Aster novae-angliae		New England Aster		Plug	Cont.	24" O.C.
139	Echinacea purpurea		Purple Coneflower		Plug	Cont.	18" O.C.
139	Eryngium yuccifolium		Rattlesnake Master		Plug	Cont.	18" O.C.
49	Hibiscus lasiocarpus		Rose Mallow		Plug	Cont.	30" O.C.
139	Pycnanthemum tenuifolium		Slender Mountain Mint		Plug	Cont.	18" O.C.
139	Solidago nemoralis		Showy goldenrod		Plug	Cont.	18" O.C.
139	Solidago rugosa		Rough-leaved Goldenrod		Plug	Cont.	18" O.C.
Plants selected per MSD's Landscape Guide for Stormwater Best Management Practice Design. Grasses/Forbes to be evenly distributed within each bioretention area.							
ANNUAL ROTATION (265 SF TOTAL)							
FALL							
150	Viola		Blue/White Pansies		1 Quart.	Cont.	8" O.C.
150	Viola		Yellow/White Pansies		1 Quart.	Cont.	8" O.C.
25	Brassica oleracea		Blue/purple Ornamental Kale		1 Quart.	Cont.	18" O.C.
SUMMER							
68	Calendula officinalis		Yellow Marigold		1 Quart.	Cont.	12" O.C.
35	salvia farinacea		Blue Salvia		1 Quart.	Cont.	12" O.C.
158	Petunia		Blue/White Petunia		1 Quart.	Cont.	12" O.C.
Annual rotation is intended to be a guide. Planting should be evaluated seasonally to take advantage of locally available stock.							



TYPICAL STREETSCAPE ELEVATION ALONG OLIVE
SCALE: 1/8" = 1'-0"



TYPICAL STREETSCAPE SECTION ALONG OLIVE
SCALE: 1/8" = 1'-0"





TREE REMOVAL AND REPLACEMENT CHART

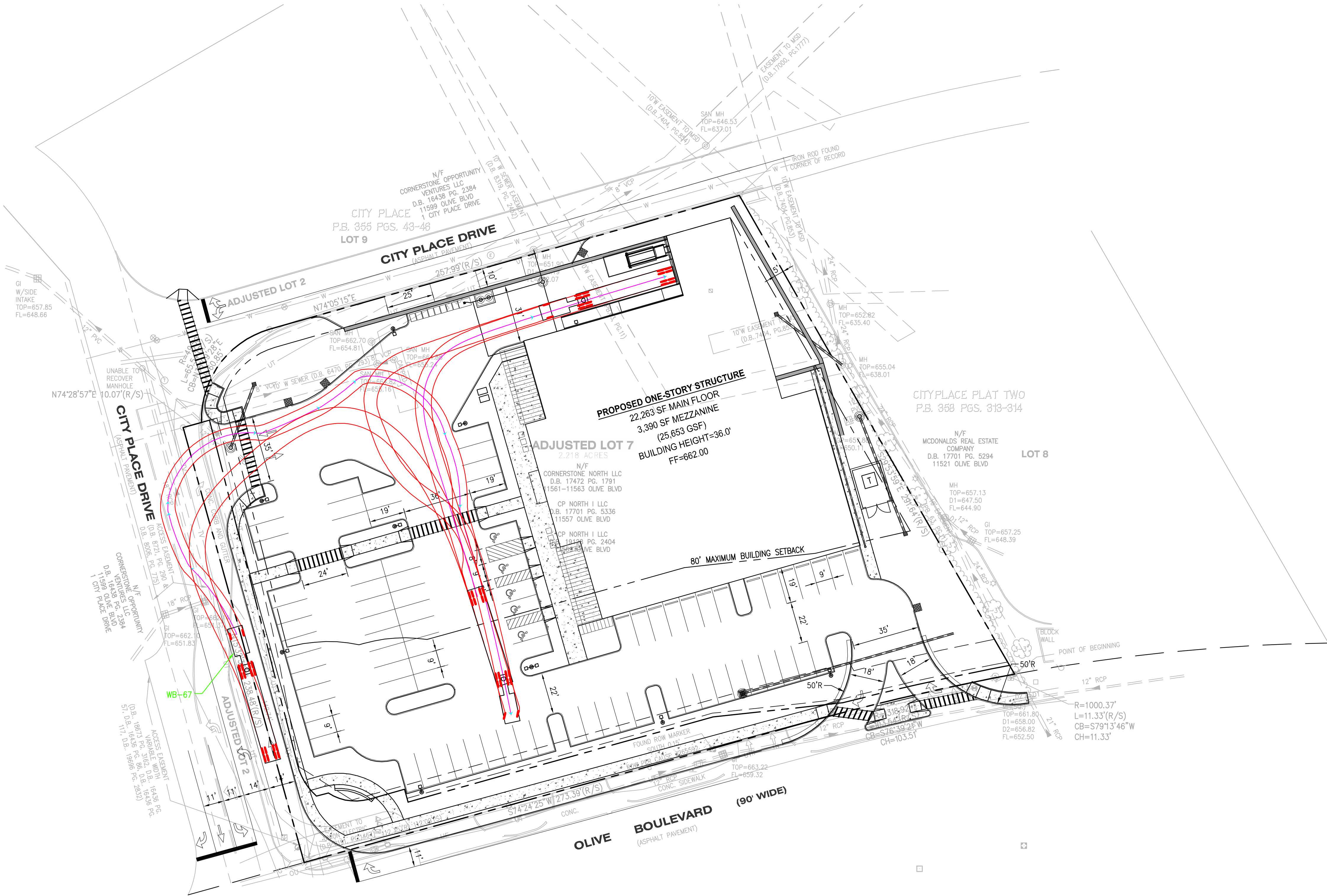
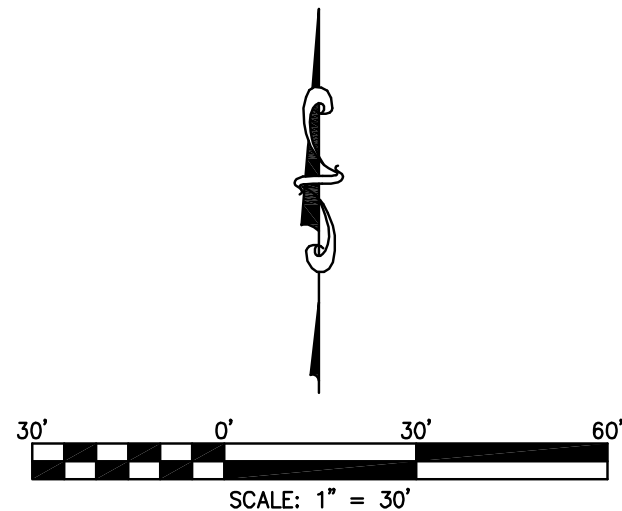
PROJECT NAME: The Koman Group - Fresh Market
PROJECT NUMBER: 12-2137.00
DATE: 10/25/2013

PREPARED BY: ARCTURIS, INC.

EXISTING TREE SCHEDULE						
ID Number	Species	Evergreen/ Deciduous	Size (caliper Inches)	Condition	TBR or Remain	Comment
1	Hornbeam	Deciduous	1	Fair	TBR	
2	Hornbeam	Deciduous	1	Fair	TBR	
3	Elm	Deciduous	3	Fair	TBR	
4	Hornbeam	Deciduous	1	Fair	TBR	
5	Hornbeam	Deciduous	3	Fair	TBR	
6	Elm	Deciduous	3	Fair	TBR	
7	Elm	Deciduous	3	Fair	TBR	
8	Elm	Deciduous	3	Fair	TBR	
9	Redbud	Deciduous	12	Poor	TBR	Aging
10	Redbud	Deciduous	15	Poor	TBR	Aging
11	White Pine	Evergreen	12	Good	TBR	
12	White Pine	Evergreen	12	Good	TBR	
13	White Pine	Evergreen	12	Good	TBR	
14	White Pine	Evergreen	8	Good	TBR	
15	White Pine	Evergreen	6	Good	TBR	
16	White Pine	Evergreen	6	Good	TBR	
17	White Pine	Evergreen	4	Good	TBR	
18	White Pine	Evergreen	12	Good	TBR	
19	White Pine	Evergreen	12	Good	TBR	
TOTAL CALIPER INCHES REMOVED						129

REPLACEMENT TREE SCHEDULE*				
Quantity	Species	Evergreen/ Deciduous	Size (caliper / Height)	Comment
17	Chinese Elm	Deciduous	3.5	Shade Tree
14	Zelkova	Deciduous	3.5	Street Tree
10	Redbud	Deciduous	2	Ornamental
TOTAL CALIPER INCHES REPLACED				129

*See Site/Landscape Plan for Locations



USER: Brian Johnson, TAB: AUTOTURN
DATE: October 28, 2013 - 8:48:51 AM
DRAWING: S:\JOBS\Job2013\13-0033\CAD-DWG_C-04\SPK\0_SDP_13-0033.dwg

BASE MAP:

MSD P.N.O.

DATE:

DESIGN/CALC BY	BSJ
DRAWN BY	BSJ
CHECKED BY	EWM
DRAWING SCALE	AS SHOWN
DATE	10/25/13
Job Number	13-0033
Sheet Number	C0.4

ST. LOUIS
11557, 11561, 11563 OLIVE BLVD.
ST. LOUIS, MO 63141

COLE
CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

**CITYPLACE PLAT TWO
ADJUSTED LOT 7**
11557, 11561, 11563 OLIVE BLVD.
ST. LOUIS, MO 63141

AUTOTURN EXHIBIT

CIVIL ENGINEERS
CORPORATE
ENGINEERING
FIRM
#001165

ERIC W. MORFF
PE NO. E-200203208
10/25/13

STATE OF MISSOURI
PROFESSIONAL ENGINEER
ERIC W. MORFF
#001165
PE-200203208

DEVELOPER/OWNER:
THE KOMAN GROUP
#6 CITY PLACE DRIVE, SUITE 430
ST. LOUIS, MO 63141

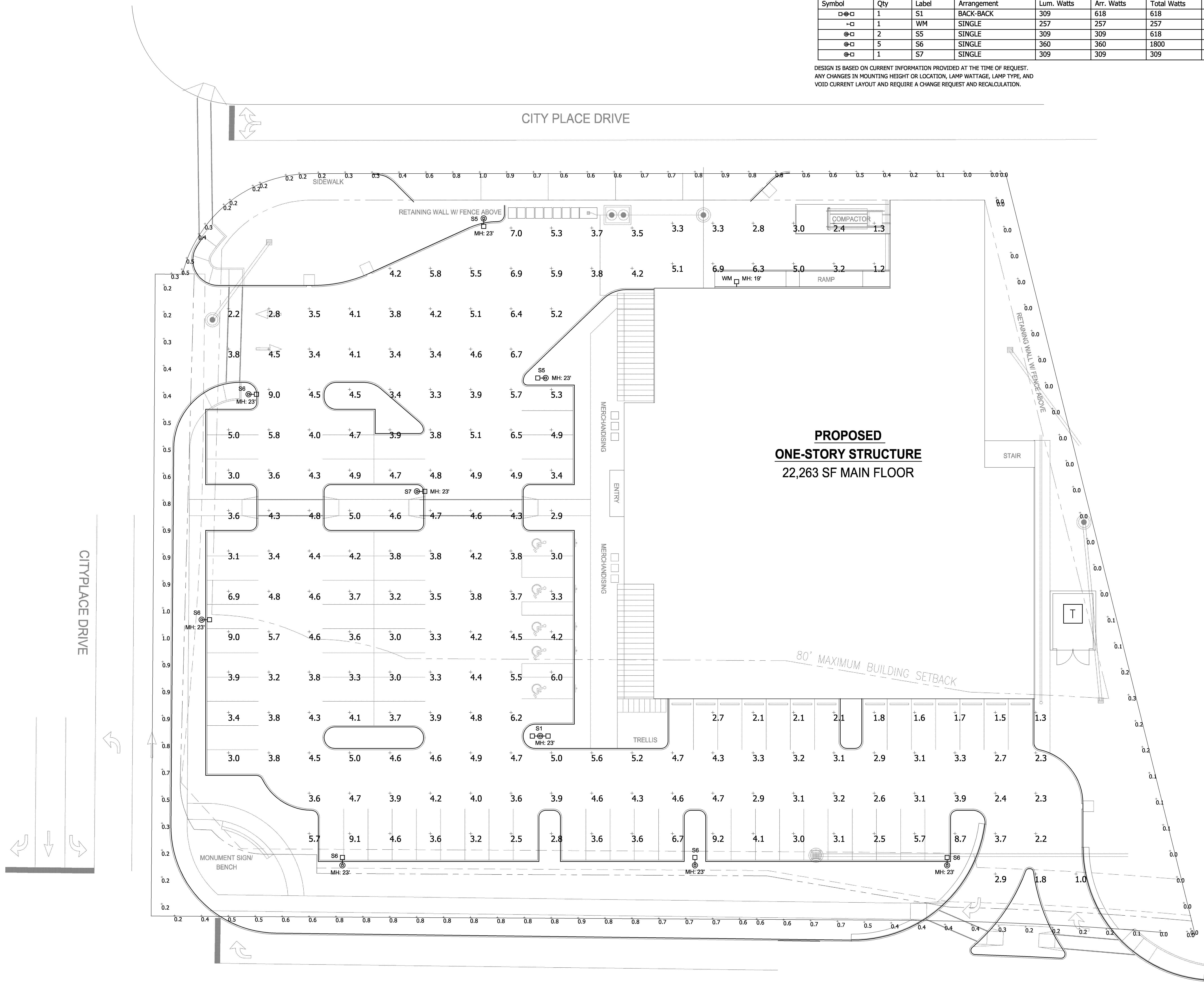
THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON IS NOT BEING USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE. THE PROFESSIONAL'S SIGNATURE, SEAL, AND PERSONAL INFORMATION ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE PROFESSIONAL. ANY VIOLATION OF THIS STATEMENT SHALL BE SUBJECT TO THE PENALTIES PROVIDED BY THE PROFESSIONAL'S BOARD OF REGULATION.

FIXTURES MOUNTED ON 20' POLE & 3' BASE
LIGHT LEVEL CALCULATED ON PARKING SURFACE

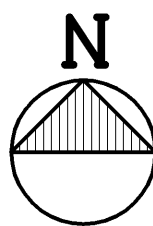
Calculation Summary							
Scene: Scene_1							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
COMPACTOR AREA	Illuminance	Fc	3.65	6.9	1.2	3.04	5.75
PROPERTY LINE	Illuminance	Fc	0.41	1.0	0.0	N.A.	N.A.
SITE	Illuminance	Fc	4.13	9.2	1.0	4.13	9.20

Luminaire Schedule									
Scene: Scene_1									
Symbol	Qty	Label	Arrangement	Lum. Watts	Arr. Watts	Total Watts	LLF	Lum. Lumens	Description
☐⊕☐	1	S1	BACK-BACK	309	618	618	0.912	24540	GLEON-AA-06-LED-E1-5WQ
→☐	1	WM	SINGLE	257	257	257	0.912	19345	GLEON-AA-05-LED-E1-SL3 WALL MOUNT
⊙☐	2	S5	SINGLE	309	309	618	0.912	22733	GLEON-AA-06-LED-E1-SL3 SINGLE
⊙☐	5	S6	SINGLE	360	360	1800	0.912	27016	GLEON-AA-07-LED-E1-SL4 SINGLE
⊙☐	1	S7	SINGLE	309	309	309	0.912	24540	GLEON-AA-06-LED-E1-5WQ SINGLE

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND
VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



OLIVE BOULEVARD



SITE PLAN - PHOTOMETRIC STUDY
SCALE: 1/16" = 1'-0"

THE FRESH MARKET
CITYPLACE
CREVE COEUR, MO 63141

ARCTURIS
together we create
720 OLIVE STREET, SUITE 200 SAINT LOUIS, MO 63101
T 314 208 7100 F 314 231 9801

THE KOMAN GROUP
SIX CITYPLACE DRIVE SAINT LOUIS, MO 63141
T 314 993 9800

G&W
ENGINEERING CORPORATION
DYNAMIC PROCESSES • SUSTAINABLE RESULTS
138 WILSON PARKWAY ST. LOUIS, MO 63043
PH: 620-3732 PROJECT NUMBER: 2013-0078
WWW.GANDWENGINEERING.COM

ENGINEER OF RECORD:

KEVIN S. GRIESEMER, LICENSE # 23628
EXPIRATION DATE 12-31-13

ISSUE DATE	DESCRIPTION
10/25/13	SITE DEVELOPMENT PLAN

Revision Schedule		
No.	Date	Description

Project Number: 2013-0078

Sheet Title:
SITE PLAN - PHOTOMETRIC STUDY

E-500



**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, NOVEMBER 4, 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, November 4, 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. Tim Carney
 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. UNFINISHED BUSINESS

A. CONTINUATION OF PUBLIC HEARING

Application #13-019: Request for Site Concept and Site Development Plan Approval of a 25,490 sq. ft. Retail Grocery Store, The Fresh Market.

Applicant/Agent: David Wolf
 Arcturis
 720 Olive Street, Suite 200
 St. Louis, MO 63101

Property Owner: CP North I, LLC
 6 CityPlace Drive
 Creve Coeur, MO 63141

Mr. Garrick Hamilton, 2 CityPlace Drive, said he is back to present The Fresh Market proposal with significantly revised plan. Mr. Hamilton stated they took what the Commission and Staff said to heart and he hopes it is seen through the new presentation.

Mr. Hamilton went over some key changes. First, Mr. Hamilton said the building was rotated 90 degrees clockwise, which situates the loading dock on the north side of the building; the rotation also required a relocation of a required external stairwell from a prominent CityPlace location to the east façade within a recessed step of the building. The proposal also includes

an improvement of building entrance façade and creation of a second façade facing Olive Boulevard with features at the southwest corner. Mr. Hamilton also said the proposal includes significant improvements to the landscaping along Olive Boulevard and throughout the site for screening and overall esthetic appearance. Mr. Hamilton wanted to point out a key change of losing 20 parking spaces.

Mr. David Wolf, Arcturis, 720 Olive Street, explained the orientation of the building. Mr. Wolf said the rotation of the building now allows for trellis covered seating along the west edge. Mr. Wolf said there are bio-retention areas on the northwest, northeast, and southeast corners of the site. There are still prominent landscape features along CityPlace Drive and Olive Boulevard, as well as a monument sign at the corner of the CityPlace campus, Mr. Wolf said. Mr. Wolf showed an illustration of the truck routing exhibit. Mr. Wolf showed the elevations and explained the south and west elevations are made of masonry veneer, they have stepped efface cornice work, glazed openings, canopies, and wood trellis elements. Mr. Wolf said the north and east elevations are less visible, the loading dock and utilitarian functions are located here. Mr. Wolf pointed out on the north elevation at the retaining wall location they are proposing using a modular block system that would allow a planting wall system to help soften the edge. Mr. Wolf also pointed out, on the east elevation, a masonry veneer enclosure for the transformer unit. Mr. Wolf showed the revised landscape plan. Mr. Wolf said there is some allowance for the east edge where they need screening for utilities and where the site steps down. Pictures of examples of the proposed planting materials were shown. Mr. Wolf stated the bio-retention would be colorful and non-weed looking and they would also be using MSD recommended material. Mr. Hamilton pointed out on a drawing the view from the southwest perspective. Mr. Wolf explained the west and south façades and said they would like to take the trellis element over the covered seating and pull it around to the south façade that faces Olive Boulevard. Mr. Wolf said the north and east façades are not as primary but they would like to extend the efface cornice bands to those sides. In regards to traffic, Mr. Hamilton pointed out there is no median and Koman is not recommending one be put in at this point. Mr. Hamilton showed a drawing of the site and showed the entrance points and explained their proposal. Mr. Hamilton said they will be taking on the aspects of the project that the TDD originally had planned, they do not want to wait they want to get it done, so they are taking responsibility.

Mr. Hamilton said the goals they are trying to achieve are in line with the Comprehensive Plan, most notably the green line park, public amenities including bike racks and pedestrian seating, streetscaping, pedestrian connections, and a mixture of uses.

Mr. Faron said he appreciates the efforts and changes, however he wants to see a building that makes a statement; he would like to see a water element at the entrance sign and see a sign that is different and accentuate CityPlace campus and address more uses than just The Fresh Market. Mr. Faron also said he would like to see a path from in front of the market to Olive Boulevard. Mr. Hamilton said yes there is an opportunity. Mr. Faron also asked who would be paying for the median. Mr. Hamilton said it was part of the original TDD plan. Lastly, Mr. Faron asked when the truck delivery times would be taking place. Mr. Mark Rubin, 2 CityPlace Drive, explained they would be off peak times. Mr. Rubin also wanted to explain the entrance plan, stating the tenant has a fixture plan and it is “center” oriented and offsetting elements to the side is not conducive to that plan. Mr. Rubin said they have really focused on the glazing techniques on the corner. Mr. Faron wanted to know who would maintain the wood elements on the building, and Mr. Rubin replied Koman Group would be taking care of

that. Mr. Faron also asked who would be maintaining the retention pond, to which Mr. Rubin replied Koman would be responsible for that as well.

Mr. Carney asked about having stairs on the north side from CityPlace to The Fresh Market. Mr. Rubin said due to grading issues stairs are not possible.

Mr. David Caldwell, 257 Brooktrail Court, said he agrees with the staff report in regards to site coverage. Mr. Caldwell stated he does not see a utilitarian benefit for a sidewalk on the south side, however it makes more sense to have differentiated pavement pathway to the public transportation facilities. Mr. Caldwell pointed out on a drawing where he thinks seating makes more sense than where it is currently proposed.

Mr. Hamilton said adding seating at the bus stop would be something they would be working with staff on.

Mr. Paul Langdon, Director of Community Development, responded to the median issue first, saying the key player in this is MoDOT and they have not heard from them yet. Mr. Langdon said it is their road and if they require a median then it is required, but they do not know anything in regards to this project at this time. Mr. Langdon said now is the time for the city and the applicant to work together to accomplish this median, but if it is not part of this program now, it will be many years before one exists. Mr. Langdon also said that a site with this kind of visibility and this kind of key relevance to the goals of the Comprehensive Plan there needs to be specifics shown. Mr. Langdon would like more opinion from the Commission in regards to site coverage. Mr. Langdon said site coverage bonus is meant to be a feature that addresses the concerns of the community that are created by having too much site coverage. Mr. Langdon said this site is important to the city and fixing traffic so it becomes more successful is also important to the city. Mr. Langdon said art and transit may play a role in making this project work, but he would like feedback from the Commission as to what direction to go.

Mr. Pullium asked about screening devices on the north side. Mr. Wolf said they it will be screened with ornamental fencing, including the compacter area. Mr. Langdon said the view from Olive Boulevard is unscreened and having the cardboard storage and recyclables is not okay. Mr. Faron asked if there was thought into closing that area. Mr. Wolf said structural support of that concerns him, coordinating that with the containers along the north edge of the site is an issue, and there are concerns about creating an environment that becomes a haven for vermin, birds, etc. Mr. Wolf also said in order for the compacter to work enclosing the area may not be feasible. Mr. Howard said he feels strongly about coverage from the western perspective. Mr. Hamilton said they are happy to look at the structural impacts of doing the coverage, but he is concerned with trying to screen from an aerial position. Mr. Rubin asked if a taller metal lattice decorative screening would be feasible. Mr. Faron asked if it could be a block wall with a stone cap on it. Mr. Wolf said he understands the major concern and thinks treatment of the wall and stepping it and creating a line that provides some variety and screens the compacting unit would go a long way in scaling down the façade. Mr. Langdon said the applicant needs to be given the opportunity to put together a series of illustrations that show how it would effectively screen.

Dr. Barton said there are politics in how the land was acquired and that is something that is in the background, and it is of his opinion that people want to see something unique and

different on this site. In addition, Dr. Barton said Koman has beautiful and modern buildings and is this proposal keeping with that. Mr. Hamilton said he believes the building is different and they want to enhance the pedestrian feel to that area.

Mr. Pullium asked about the seating on the south side of the building being carried around.

Mr. Langdon pointed out the sidewalk and landscape along Olive Boulevard should be set so if another lane does occur the sidewalk is not lost, and asked if the Commission was in agreement that staff should pursue that. The Commission agreed with Mr. Langdon.

There being no further comments, the public hearing was closed.

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

Mr. Howard motioned to continue Application #13-019 to the meeting of November 18, 2013, to allow the applicant time to address the concerns of the members of the Planning Commission and staff. Dr. Barton seconded the motion with the resultant vote as follows:

Mr. Pullium – aye
Dr. Barton – aye
Chair - aye

Mr. Rovak – aye
Mr. Howard – aye

Mr. Faron – aye
Mr. Carney – 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 8:57 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, NOVEMBER 4, 2013

7:00 P.M.

APPLICATION NO. 13-019

APPLICATION NO. 13-018

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Mr. Michael Barton

Mr. Tim Carney

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

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: Like to call to order the
2 Planning Zoning Commission Meeting for the City of Creve
3 Coeur, Missouri for Monday, November 4th, 2013.

4 We'll start with roll call.

5 I don't see Dr. Barton.

6 Mr. Tim Carney?

7 MR. CARNEY: Here.

8 CHAIRMAN MADDEN: Mr. James Faron?

9 MR. FARON: Present.

10 CHAIRMAN MADDEN: Mr. Ken Howard?

11 MR. HOWARD: Present.

12 CHAIRMAN MADDEN: Mr. Charles Pullium?

13 MR. PULLIUM: Present.

14 CHAIRMAN MADDEN: Mr. Gene Rovak?

15 MR. ROVAK: Present.

16 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
17 Attorney?

18 MR. LUMLEY: Present.

19 CHAIRMAN MADDEN: Mr. Paul Langdon, our Director
20 of Community Development?

21 MR. LANGDON: Present.

22 CHAIRMAN MADDEN: Ms. Whitney Kelly, our City
23 Planner?

24 MS. KELLY: Present.

25 CHAIRMAN MADDEN: And, Ms. Julie Lowery, our

1 Recording Secretary?

2 MS. LOWERY: Present.

3 CHAIRMAN MADDEN: Before we move on to No. 2,
4 I'd like to welcome Mr. Carney. He's our newest member
5 here on Planning & Zoning. Thank you for serving.

6 MR. CARNEY: Thank you.

7 CHAIRMAN MADDEN: Okay. That'll move us to
8 unfinished business. Application No. 13-019: Site
9 Concept and Site Development Plan Approval of a 25,653
10 Square Foot Retail Grocery Store, The Fresh Market.

11 Anybody that's going to be involved in this,
12 either making a comment, have a question or if you're one
13 of the participants from Fresh Market, if you could come
14 up, be sworn in, please.

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

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

18 MR. GARRICK HAMILTON: Hi. Good evening.
19 Garrick Hamilton with the Koman Group, now at City Place
20 Two, City Place Drive here in Creve Coeur, Missouri.

21 Thank you very much. We are back with a very
22 significantly revised plan following our last meeting.

23 We took to heart quite a bit of comments, not
24 only from staff, but also from the Commissioners back at
25 that meeting back in August, and we hope you guys see that

1 in our presentation this evening.

2 Joining me tonight for the -- for the
3 presentation are our Director of Development, Mark Rubin;
4 our architect, David Wolff; our prior representative of
5 the architect is -- has had her child and is no longer
6 with us, unfortunately, but David will very capably stand
7 for her this evening, and Eric Moore with Cole who is our
8 civil engineer.

9 What I'll do is I'm going to take you quickly
10 through some of the key changes that were done to this
11 plan, and then I'll ask our architect to come up and walk
12 through a number of aspects of the project, and then
13 specifically we'd like to identify and discuss some of the
14 key concerns that were raised by staff in the report just
15 received on Friday night.

16 We've not only tried to address them in our
17 presentation, we've actually tried to include some of our
18 illustrations that will show our proposed responses to
19 those and some of the aspects we'd like to try and
20 accommodate them.

21 Most notably in the project that you'll see this
22 evening, you're going to see a rotation of the building
23 90 degrees clockwise. This relocation of the -- or the
24 rotation of the building results in what was -- what we
25 understood it to be the number one objection of this

1 Commission, as well as just, in talking with members of
2 the public and staff, and that's the location of the
3 loading dock facing Olive Boulevard.

4 You will now see the location of the loading
5 dock on the north side of the building in what is,
6 unfortunately, you know, three-sided project site,
7 probably the least observed location on the project.

8 This rotation also resulted in relocation of
9 acquired external stairwell from a prominent City Place
10 location to the east facade within a recessed step of the
11 building.

12 It was -- includes an improvement of building
13 entrance facade and creation of a second facade fronting
14 Olive Boulevard with features at the southwest corner.

15 It includes significant improvements of
16 landscaping along Olive Boulevard, which I think were
17 identified by staff for pedestrian impact and throughout
18 for screening and overall esthetic appearance.

19 One thing we do want to point out that is a key
20 change, and it was somewhat negative to us and to our
21 tenant, and I want to make sure it's identified here, this
22 turning of the building, the relocation of the site -- or
23 the allowing for truck traffic, we lost close to twenty
24 parking spaces from this building. We are still within,
25 we believe, the tolerances for the Code, which we kind of

1 view on this topic to be somewhat of a baseline, if not
2 the absolute minimum guidelines.

3 Our tenant, and for purposes of the market
4 building at the site, we -- we wanted much more parking,
5 and that's going to be accomplished through -- has been
6 already recorded, an easement from the City Place Six
7 parcel to this lot owner for up to thirty parking spaces
8 that will primarily be used by employees.

9 This will not be -- this will not be a place
10 that most customers will go to whenever they're visiting
11 the site. They're going to park across the street -- or
12 they're going to park on the site itself.

13 And now I guess I'll turn it over to Dave Wolff
14 to kind of walk through various aspects of the site plan
15 revision.

16 (Mr. Barton is now present.)

17 MR. DAVID WOLFF: David Wolff, 720 Olive, Suite
18 200, St. Louis.

19 As Garrick mentioned, the market has been
20 rotated 90 degrees, and this places the loading dock on
21 the north edge of the site, and now allows for us to have
22 trellis covered seating along the west edge.

23 We have bio-retention areas now on the
24 northwest, northeast and southeast corners of the site.

25 We still have prominent landscape features along

1 City Place Drive and Olive Boulevard, as well as a
2 monument sign at the corner to the City Place Campus.

3 This is the truck routing exhibit. As you can
4 see, there is some amount of maneuvering has to happen on
5 City Place Drive, but we feel this is -- this is about as
6 tight as it gets in terms of trying to not inhibit too
7 much of the outside site traffic and still make the truck
8 routing, parking, et cetera, work on the site with the
9 market.

10 On the elevations, the south and west
11 elevations, we are using two different colors of masonry
12 veneer, some stepped efface cornice work, glazed openings,
13 canopies and wood trellis elements complimented by wood
14 cladding for the signage bands, as well as at the
15 screen -- mechanical equipment screen locations, how to
16 define these two, what we'd call primary facades of the
17 market.

18 As Garrick mentioned, this is the north and east
19 elevations. Here we're backed up to that northeast corner
20 of the site, and I would say somewhat less visible portion
21 of the site.

22 The loading dock and utilitarian functions, the
23 stair that Garrick mentioned, all of that is located on
24 this part of the site, and there's some amount of stepping
25 to the building to add a little bit variety to these

1 facades, but we're primarily relying on -- on that
2 stepping and then landscaping to do screening and create
3 some visual texture and interests on these faces.

4 We should point out too on the north elevation,
5 where you see the cars there, at our retaining wall
6 location, we're proposing using modular block system that
7 would allow us to, with any luck, provide a planting wall
8 type system, if we can get that to work, to help soften
9 that edge just across from City Place Six and mix in
10 something that's a little more appropriate --

11 MR. GARRICK HAMILTON: Obviously, being north
12 face allowing for planting over there can be sustained for
13 at least three seasons. We'd be happy to work with staff
14 on that.

15 MR. DAVID WOLFF: I guess also on the east
16 elevation, I should point out, in the southeast corner
17 there we do have a masonry veneer enclosure for the pad
18 and transformer unit, that's being screened by
19 landscaping, as well as the masonry veneer wall, and a
20 step back off of the south elevation, so not to be so
21 prominently featured.

22 It is located within that area because it's --
23 it allows us to conceal it, for the most part, stay off of
24 the south and the west, sort of more prominent parts of
25 the site, and also be close to the utility entrance point

1 to the building.

2 This is the revised landscape plan. Again, we
3 have a heavy concentration of plant material along Olive
4 Boulevard and City Place Drive.

5 I think that there is some amount of allowance,
6 certainly, for the east edge where we need to screen,
7 again, the utilities, et cetera, and then where the site
8 steps down to that bio-retention area, again at the
9 northeast corner.

10 Yeah, we have some examples some of the plant
11 material selections. What we've tried to do here is
12 select a great deal of variety, carnivorous, deciduous,
13 easily maintained, colorful plant selections.

14 And then at the -- if you go to the next slide,
15 Garrick.

16 MR. GARRICK HAMILTON: Uh-huh.

17 MR. DAVID WOLFF: -- at the -- the bio-retention
18 area specifically, the intent is to use groupings of these
19 kinds of plants in order to prevent -- or present --
20 excuse me -- a colorful and, if you will, a non-weed like
21 appearance. You know, there is some concern about how
22 those areas will look based on the information submitted
23 in the packet, but we did define on the planting plan what
24 it is that will go in those areas.

25 Then I think to follow-up on Garrick's comment

1 about specific concerns that I think we wanted to discuss
2 raised in the staff report.

3 Again, the bio-retention landscaping. I think
4 we feel that the vegetation we proposed in this area, it's
5 typical for those kind of areas. It's MSD recommended
6 plant material. Again, the material's going to be grouped
7 in an effort to prevent any kind of weed-like appearance
8 to this material. That will require minimal amount of
9 maintenance.

10 MR. GARRICK HAMILTON: Going back to, I think --
11 we want to discuss -- there is an opportunity --

12 CHAIRMAN MADDEN: Excuse me. You need to grab
13 that microphone.

14 MR. GARRICK HAMILTON: I was going to try --

15 CHAIRMAN MADDEN: Well, you can take -- no, the
16 handheld microphone on the side there, just cause we're
17 taping everything.

18 MR. GARRICK HAMILTON: Sure.

19 CHAIRMAN MADDEN: It's on the bottom.

20 MR. LANGDON: No, it's not.

21 MR. GARRICK HAMILTON: Okay. There are some
22 opportunities for additional vegetation along some of
23 these bio-swales in this area to help additional
24 screening, although we need to provide for access to and
25 from that transformer location, as well as up in these

1 corners.

2 And we believe that there's some additional
3 screening, based upon staff's recommendation, that we
4 might be able to add there to help, you know, tackle, I
5 think some of the concerns that staff has raised about
6 viewing into that truck -- into the truck loading area
7 from that northwest corner.

8 So that's additional.

9 MR. DAVID WOLFF: Right. Sorry. That will --
10 that will provide some screening then from that
11 intersection within the City Place Campus.

12 I think as you're entering the City Place Campus
13 the step nature of the plan really screens that dock area
14 quite a bit, but if we plant just to the east of that
15 bio-retention area in the northwest corner, I think we can
16 provide enough screening to obscure that -- that area from
17 the sidewalk view across the way.

18 Another issue that was raised was the monument
19 signage. I know there was a concern raised about the, I
20 think it was the height and then sort of the -- the
21 articulation of sidewalk around the sign and security
22 risks that might be associated with that kind of
23 configuration.

24 We're thinking that there might be an
25 opportunity here to take the signage and push that further

1 back into the site, pull that sidewalk forward and
2 potentially create a seating amenity there, you know, at
3 that pedestrian scale, and then further flush out the
4 landscaping along that corner to be more of an amenity to
5 the community there, more prominently articulate the --
6 the gateway to the campus.

7 Another issue raised was site grading. I think
8 the way that the site is graded, again, based on where
9 bio-retention is, we're kind of shedding to the north and
10 to the east, essentially, with our sheet flow. We need to
11 provide a fairly level site for car movement and ease of
12 use since this is a market site.

13 I think that the amount of, I guess, sidewalk
14 articulation and impervious surface is we've tried to
15 place more emphasis on the -- the impervious versus
16 pervious surface as much as possible, but we do have to do
17 quite a bit pavement wise there to make the site work for
18 the use.

19 I think another big issue raised was the
20 articulation of the west and south facades, or what I
21 referred to earlier is as what we're calling primary
22 facades for the project.

23 And I think that staff did have some good points
24 about sort of really following through on some of the
25 things that were beginning to be introduced in the

1 elevations. So we're thinking that we have an opportunity
2 to take the trellis element that happens over the covered
3 seating on the west elevation and pull that around onto
4 the south facade that faces Olive. Have it as -- not --
5 not quite as substantial as what happens over the covered
6 seating area, but a little bit of a canopy that then
7 protrudes on either side of sort of that stepped efface
8 cornice signage wall there, so that we're carrying that
9 nice warm wood material through onto the Olive Boulevard
10 elevation.

11 I think that the equipment screening was also a
12 concern in terms of how it really integrated itself into
13 the overall building esthetic.

14 There was some concern that had a bit too much
15 of an appendage-like appearance.

16 I think that the one approach that we could take
17 with that is to extend the screening further into the roof
18 plane, and to really make the wood a more prominent
19 feature at that southwest corner where the efface steps
20 down and then reveals this nice warm wood at the top of
21 that southwest corner where we also have the two-tiered
22 glazing and trellis covered seating, which we feel is
23 really important in making this sort of southwest oriented
24 configuration work on the site.

25 I think with regard to the -- I guess akin to

1 that, the north and east facades are not quite as primary
2 facades, given the location on the site. There's
3 definitely an opportunity to -- you can't quite make it
4 out in this slide here, but to the far right-hand side
5 there, so you're looking here at the south elevation on
6 Olive, we could take the cornice, efface cornice band, and
7 extend that along the perimeter of the -- yes, thank
8 you -- extend that all the way along the perimeter of both
9 the north and east elevations to really help articulate
10 the top of the wall and add a little bit more visual
11 interest to those locations.

12 I think that, as Garrick mentioned earlier too,
13 further enhancing some of the landscaping, I think on the
14 east facade and then at that north retaining wall, to the
15 extent that we could get that to work, will also be an
16 opportunity to add more texture to those elevations.

17 I think then the -- really the only other
18 concern I want to bring up in this part of the
19 conversation was then sort of, I guess the back of house
20 or utilitarian aspects and their location on the site.

21 Again, the transformer, we've tried to tuck that
22 way -- tuck that away -- excuse me -- as much as we can on
23 the site away from the south and the west facades, and as
24 close to that northeast corner as we could get it, but we
25 do have bio-retention again in that area where we step

1 back with the external stair, and we do need that to be
2 located somewhat close to access for the utility and then
3 also fairly close to the entrance -- utility entrance of
4 the building.

5 CHAIRMAN MADDEN: Okay. Any questions?

6 See you making a lot of notes, Mr. Faron.

7 MR. GARRICK HAMILTON: We have --

8 MR. FARON: Well --

9 MR. GARRICK HAMILTON: We got a few other things
10 we'd like to just real quickly walk through, if we could.

11 CHAIRMAN MADDEN: Okay.

12 MR. GARRICK HAMILTON: And don't want to belabor
13 too many points. Certainly, we're actually ready to be
14 reactive to your questions and your suggestions, so I
15 don't want to go too much longer on the actual formal
16 presentation.

17 But one thing I wanted to address, some of the
18 traffic control concerns that were raised in the staff
19 report.

20 As you'll see -- find me a site plan if you
21 could -- the traffic controls that we're adding, the main
22 reason why you're not seeing the median added to the -- to
23 the site plan that we proposed is because our traffic
24 study prepared by DLA doesn't recommend it. It does not
25 include it in its studies. It relies upon the -- the

1 right in/right out aspect.

2 I understand that there's been some concern
3 raised by -- by -- by Creve Coeur Police Department about
4 illegal left turns. The expense of that median, not only
5 for the initial construction, but I can tell you for
6 ongoing maintenance of it, and seeing what the TTD's
7 median on the east side of Craig Road, it has been a
8 pretty significant expense. I can see it -- those dollars
9 being spent better in other ways for this project, and
10 that's why we aren't recommending.

11 What we are doing as part of this project though
12 is actually a full complement of every other aspect of the
13 TTD's project at this corner with the exception of the
14 third lane widening.

15 And I guess I'll take this with me again, and
16 I'll try and walk through it.

17 What you'll see is full curbing guttering.
18 We're going from four uncontrolled access points along
19 Olive Boulevard down to just this one ride in/ride out.

20 You also have full storm water improvements
21 being along the line here. This intersection is being
22 drawn back to create this new lane that'll be both, this
23 is only showing a right turn, but I believe both staff and
24 MoDOT have indicated their indication -- or have indicated
25 that they want this to be both a through and right turn,

1 so that will help get cars off the key lot faster along
2 this area.

3 You're also going to see you'll have five lanes
4 now instead of four coming in.

5 Currently the lane kind of stacks, if I'm not
6 mistaken, we've done our widening actually as part of our
7 TDD developer project and it cuts back in.

8 Now there's only four lanes with two coming out,
9 one is a dedicated right -- excuse me -- is a through and
10 right, and then a dedicated left. That causes a
11 significant amount of back-up in City Place especially at
12 evening rush hour.

13 This will help take advantage of pauses and
14 queues coming off of Olive Boulevard to allow a lot of
15 that traffic to flood out instead of waiting for the
16 throughs to be able to come through, and, obviously, allow
17 for a lot of traffic coming in through this direction.

18 So everything that's on site that the TDD
19 originally -- and those, by the way, were all projects
20 that the TDD funding were supposed to be going towards.
21 We're accepting the responsibility for those projects. We
22 want to get this thing done. We're not going to wait
23 around -- it doesn't even sound like something that the
24 TDD is going to be probably be pursuing anymore. Even if
25 they were, I'll let staff speak to that a little bit more,

1 but we're taking on those aspects of the project.

2 The City and its staff have indicated their
3 interest in funneling TDD dollars away from
4 transportation-like improvements and putting them in
5 burial power lines west of Olive -- excuse me -- west of
6 City Place. I think it's a very noble endeavor.
7 Something that we'll support, certainly, but seems a
8 little odd to be taking away dollars where -- from the TDD
9 that are specifically committed to this project and
10 committed to a median along this drive, and putting it on
11 to the developers' hurdle on this project, especially when
12 we're doing the same thing that every development around
13 us has done in connection with their entrance to Olive
14 Boulevard.

15 So we were a little bit hesitant on that,
16 obviously, we're ready to work with staff and see what we
17 can do to try and stop illegal left turns out of that
18 site.

19 I think it's -- it's probably -- I'd be curious
20 what the actual police report is, how many they have those
21 weekly, monthly, annual basis, but I think it'd be -- it's
22 a huge expense compared to the actual benefit that's
23 achieved.

24 Site coverage bonus was raised during -- in the
25 staff report as well. The Olive Boulevard TDD

1 improvements, as I just outlined, I think are one --
2 certainly one consideration that we're going to be doing.

3 The signage at the southwest corner, by -- by
4 the current Sign Code, this location is allowed a monument
5 sign with 30 -- excuse me -- 30 -- we have 30 square feet
6 of signage that's allowed in this location.

7 We are actually only going to take 10 of that
8 towards the tenancy, the remaining 20 will be used as this
9 gateway feature as recommended by the -- the Comprehensive
10 Plan, as a goal of the Comprehensive Plan throughout the
11 community. We kind of see that as -- as a -- as certainly
12 justification.

13 The pedestrian seating that we're going to
14 propose to that monument entrance, I think is also
15 something that could very easily be considered by both
16 this Commission, as well as the Council, as adequate
17 coverage, bonus coverage requirement.

18 And then last, but not least, if it's something
19 that -- that this Commission feels strong about, we'll do
20 similar to what was done across the street at our
21 St. Luke's project. We will dedicate an area of this area
22 at that southwest corner for public art. Something along
23 those lines. I understand that's something that's very
24 important to the City, but we'll let you guys speak on
25 their behalf.

1 You know, we've taken a look at a lot of the
2 things that the staff included in its report, and,
3 specifically, its analysis, comparison of our program to
4 the -- to the Comprehensive Plan and the Design
5 Guidelines, and while it is appropriately skeptical of
6 some of the positions, I kind of want to take another
7 couple minutes and walk through some of the things that
8 were done with this project and some of the things that
9 we're trying to achieve the goals of the Comprehensive
10 Plan.

11 Most notably, the green line. I believe this
12 goal to be significantly improved with pedestrian engaging
13 features and outdoor dining with this -- with this
14 location.

15 I'm also -- I'd be troubled to find another site
16 that does the amount of landscaping, does the amount of
17 improvements that we're doing to try and make this a green
18 pedestrian open location, especially on a five-lane state
19 highway.

20 So I would be interested in seeing what more we
21 can do. We're open to suggestions on that.

22 Public amenities. As I mentioned, we're going
23 to include a number of pedestrian circulation aspects,
24 landscaping, outdoor seating, and following a review of
25 staff recommendation, we'll also agree to include bike

1 racks and -- and previously mentioned, pedestrian seating.

2 Again, things that we're happy to do. These are
3 things that we can do quite easily.

4 Streetscape. This is another major goal that is
5 achieved through this project. A major goal of the
6 Comprehensive Plan. The combination of the power lines
7 that are previously buried in this location completed by
8 the TDD, as well as our proposed landscape. It's a
9 significant improvement over existing streetscape
10 facilities.

11 Further, as noted by the staff report, there are
12 other critical streetscape review aspects included with
13 this project, most notably lock consolidation, curb-cut
14 reduction, which is significant in this location,
15 pedestrian connections, and it's all done with this
16 project.

17 As I walked through the reduction of traffic --
18 traffic congestion, despite the addition of new users to
19 this area, as a result of the store, this additional lane
20 on City Place Drive will significantly reduce traffic
21 congestion, especially during evening rush; elimination of
22 the four uncontrolled access points; the addition of a
23 single new ride in/ride out access at the eastern most
24 point of the project. By the way, the only location
25 that's allowed for a staff access to Olive by MoDOT is

1 that eastern most location.

2 And -- and, quite frankly, the ride in -- or
3 excuse me -- the right turn and through dedicated will get
4 cars off that queue a lot faster.

5 A mixture of uses. This is pointed out as a
6 goal of the Comprehensive Plan. We are -- we've -- we've
7 looked at a lot of stuff on this site. We get calls daily
8 for C Stores, for fast food and for banks. I'm under the
9 impression that is something that the City is not eager to
10 see at this location.

11 I'll, again, let you and the Council speak on
12 behalf of the City on that regard. It was not something
13 we felt was right for the entrance to the campus, at least
14 at this time.

15 We've also examined -- going to have to go
16 through the list here -- residential condominiums and
17 apartments, regional corporate headquarters, hotels and
18 high-end fitness facilities, none of which are supported
19 by the market forces in Creve Coeur without significant
20 public subsidy, and I also don't think that is somewhere
21 that the City of Creve Coeur is interested in going.

22 We have routinely been pushed by our campus
23 tenants and by members of this community to replace the
24 fresh grocer and prepared foods aspect of the Provisions
25 Market that left us about two years ago, something that I

1 personally miss quite a bit. And we feel like this --
2 this user fits that bill almost -- almost perfectly.

3 And, last, but not least, the gateway feature
4 proposed -- or sought by the -- by the Comprehensive Plan,
5 again, I've belabored that point, but this is something
6 that we think adds to that -- to that feature.

7 In conclusion, on the site plan, I know we also
8 have to discuss the -- the signage aspects of this
9 project, but just in conclusion on the site plan, we've
10 covered quite a bit. And I believe that the volume of
11 what we've covered in this presentation is reflected by
12 our efforts to take your position.

13 We've changed the orientation of this building,
14 we've relocated the loading dock, we've done a number of
15 things, and even over this weekend, since receiving the
16 staff report late on Friday, we've made a very significant
17 effort to try and address those in our presentation, and
18 we're not done yet. We will continue to work with staff
19 to try and get this thing done that's approved by both the
20 Commission and the Council.

21 These changes have been made at considerable
22 expense, both monetarily, as well as to the use of the
23 building in the future, and the marketability of the
24 building in the future, quite frankly.

25 And we -- we perceive this as a -- as a great

1 project that the City of Creve Coeur's going to be very
2 proud of.

3 So with that, I'll yield to questions for our
4 team.

5 CHAIRMAN MADDEN: Mr. Faron.

6 MR. FARON: Well, I guess I'd start by saying I
7 appreciate the effort to make a lot of changes and present
8 a different approach.

9 I mean there are a lot of issues in the staff
10 report that I was going to bring up, and you covered a
11 number of them.

12 I mean it's important to understand that this is
13 like our main street Main Street, and it just needs to be
14 a building that's going to make a statement and that a lot
15 of people are going to interact with, and it's going to be
16 their first introduction to Creve Coeur if they come off
17 of 270, so various aspects of the signage there, maybe a
18 water feature or something. It's catty-corner to the CBD,
19 so it's probably critical to have a signage system there
20 that really, you know, is different, accentuates the --
21 the City Place property, and I guess addresses some other
22 uses in there besides maybe Fresh Market.

23 Another issue that I was going to bring up was
24 the pedestrian flow. Is there a way to bring a path from
25 the front of the market to Olive like you've done to City

1 Place? It seems like we've --

2 MR. GARRICK HAMILTON: Yes, and I apologize, I
3 skipped over that. I was trying to --

4 MR. FARON: You know, straight south.

5 MR. GARRICK HAMILTON: -- cut through with
6 my remarks --

7 MR. FARON: Right.

8 MR. GARRICK HAMILTON: -- as much as I could.
9 It turned off.

10 MR. FARON: It's fine.

11 MR. GARRICK HAMILTON: Yes, we believe that
12 there's actually an opportunity to take, and it's
13 something we want to bring up that it was a concern of the
14 staff report, is the possibility of adding a -- a sidewalk
15 along that south facade, and, unfortunately, we are just
16 incredibly tied up there as result of -- as you saw from
17 the truck routing, we're not running trucks through there
18 anymore. That was a previous opportunity to try and get
19 trucks through there.

20 But that is literally 19 feet for the stalls, 19
21 feet for the second row of stalls, and then 22 feet for
22 the middle lane.

23 MR. FARON: Yeah.

24 MR. GARRICK HAMILTON: But, yes, to take it from
25 Olive Boulevard straight up, we believe we can cut through

1 that landscape area and do much like what we did on the
2 west entrance.

3 MR. FARON: At least that to start.

4 MR. GARRICK HAMILTON: Yes.

5 MR. FARON: I mean to tie that to that sidewalk,
6 so if someone's coming down --

7 MR. GARRICK HAMILTON: Yes.

8 MR. FARON: -- they can at least get and not
9 have to go back to their cars.

10 I mean I love to see you look at that parking
11 situation, not having a sidewalk on the face of the
12 building there where people come out and park their cars
13 is definitely undesirable. I mean you'd want to have some
14 room there, but I'm not looking at the numbers
15 specifically, and I'll take your word that it's -- you're
16 shoehorning that in there right now as it is.

17 MR. GARRICK HAMILTON: Well, it's not only that,
18 but we thought about that actually consideration of actual
19 use, and most people, when they go to get groceries, they
20 want to get into their trunk --

21 MR. FARON: Right.

22 MR. GARRICK HAMILTON: -- and so the actual use
23 of carts and having them out front, it's kind of -- it's
24 not something they're going to be using.

25 MR. FARON: Sure. I just, you know, parking

1 right up on the building is -- is problematic to me,
2 but -- and if you continue that trellis around, which I do
3 appreciate, is I guess, and I spoke to it before in the
4 other meetings, of trying to turn that facade around
5 facing west as the turn of Olive occurs.

6 Maybe I propose a -- a curved entrance there, I
7 know you can't redesign the whole building, but like down
8 where Walgreens is, and I know there's definite use
9 examples of having an entrance at an angle at 45 and
10 having a colonnade and something -- I mean a very great
11 opportunity to do that. I know it's expensive. It could
12 affect the use of the building and site for grocery and
13 whatnot, but -- but I do like, you know, that you're
14 trying to pull some of the front facade west over to the
15 south.

16 The trellis would be a great use. If the
17 trellis is there, it'd be great to have some walkability
18 there --

19 MR. GARRICK HAMILTON: Uh-huh.

20 MR. FARON: -- against the building. But I'll
21 leave it at that.

22 I mean I like what you said about the -- the
23 cornicing up above. I was going to immediately say that
24 there's got to be way to shield that -- those systems.

25 I mean to leave that exposed up there from any

1 angle is just a disservice. I mean at least the south and
2 west elevation has to screen that, and I know you talked
3 about the east, but not seeing that at all would be, I
4 think, greatly beneficial too.

5 I know you're talking about bringing that up. I
6 heard you that you addressed it, to just whether it's wood
7 or whatever, I'd hate to see any of those units,
8 especially on that prominent corner there.

9 I would hope maybe there's opportunities to pull
10 the trellis forward to the west. I know there's going to
11 be a bit of sun coming just from that direction somewhat.
12 Some more trellising and possibly some louvering up above.

13 I know it's not a very contemporary. It's more
14 of a, you know, typical historical facade and look,
15 monumental materials and stuff, but I don't know if
16 there's ways to put some louvering up top to kind of break
17 up some of that monotony, but --

18 I'm just looking off my notes here, and a lot of
19 them relate to the staff report.

20 The median out there. I'd love to get more of a
21 clarification on who would be paying for that. I know
22 you're saying that's not an issue, but I mean I see people
23 turn into McDonald's every time I'm out there. They do
24 that all day long. And a median would stop that. They're
25 going to do it here, just like at McDonald's. And you

1 come right through City Place, and you better have your
2 head up cause there is -- it's tremendous congestion
3 between say City Place and Craig.

4 Once you get past Craig and down to Pay Way
5 (phonetic), it kind of opens up, but, you know, basically,
6 from almost 270 to -- to Granite City, a median is almost
7 a critical thing that I would think would help flow. Give
8 the City an opportunity to plant that island like they do
9 on Ballas, so you have kind of these two thoroughfares
10 that are similar.

11 I just think it's a critical piece that I
12 thought was part of the initial design.

13 Now, I probably wasn't on board when that was
14 being discussed, but I mean I think we could look at that
15 a little bit further.

16 MR. GARRICK HAMILTON: It was part of the
17 original TDD Plan. It was what they called Reduced Scope
18 Phase I of the TDD Plan. It was component of that. As I
19 mentioned, there was about 900,000, I think, in the
20 project fund. Supposed to be available for that Reduced
21 Scope Phase I.

22 Seems as though the City has indicated their
23 preference to start looking at power line burial west of
24 Olive.

25 MR. FARON: Right.

1 MR. GARRICK HAMILTON: We think that's a little
2 disappointing if you're going to remove a TDD obligation,
3 and then say, oh, by the way, you guys just go ahead and
4 do it, whenever we've, quite frankly, supported that TDD
5 in excess of what most property owners have in our -- in
6 our city.

7 MR. FARON: Well, I apologize, I'm not up to
8 speed on all the particulars. I just hate to see that not
9 be part of the --

10 MR. GARRICK HAMILTON: Understood.

11 MR. FARON: -- the completion of the, you know,
12 the project.

13 MR. GARRICK HAMILTON: We're willing to work
14 with the City Administrator and try and identify.

15 MR. FARON: I hate to see it, but no one
16 really -- it's just people don't want to go around, and
17 it's opportunity to add a little bit more green, green
18 line or just soften that area coming through Creve Coeur,
19 like as you come through Kirkwood, you kind of slow down,
20 and it's a bit of a softening effect but.

21 Are the truck delivery times, they're probably
22 going to be off-peak hours. I mean you talk about the
23 difficulty, but I'm sure they're going to be a time that's
24 not going to affect a whole lot of --

25 MR. MARK RUBIN: Mark Rubin, Koman Group, No. 2

1 City Place Drive.

2 They are going to be, yes, they are going to be
3 off-peak, to answer that question.

4 And while I'm here, I'll take the opportunity
5 also to address your question about the corner entrance.

6 Our tenants' fixture plan, it's really kind of
7 center all oriented and in moving everything offset to
8 that side, it's just not real conducive to their fixture
9 plan.

10 MR. FARON: I figured it was an issue. I'd love
11 to see it attempted. I know you guys do some gymnastics
12 with other Fresh Market projects. It's just bagging for
13 that kind of, you know, entrance and look from both sides.
14 Cause you really got to make sure that south elevation is
15 not a bland one because people are going to be driving by
16 it all day long.

17 MR. MARK RUBIN: And we very much -- we
18 understand that, and that's why we really paid focus, and
19 we've done a lot of glazing techniques on that corner, so
20 we really are -- we're -- we're very cognizant of that.

21 MR. FARON: When I see that, I mean it's -- I
22 understand kind of how it lays out, but is that just all a
23 brick veneer? You got some efface or cast stone above for
24 that cornicing? I mean are there expansion joints and
25 control joints that are recessed? Is there any coining?

1 Is there any relief there to kind of add some shadowing
2 effect that would just visually break that up for, you
3 know, vehicular traffic and pedestrian?

4 MR. MARK RUBIN: So -- so we do have offsets.
5 We definitely have offsets. Both -- both at the west
6 elevation, as well as, clearly, on the east elevation, so
7 we do think we'll capture some shadow lines. And that
8 cornice thing, as you can see, is up and down too.

9 MR. FARON: But now, I mean you're still going
10 to have that variety and that stepping, even though you're
11 going to try to screen the systems on the roof, I mean
12 you're going to use a different material and keep the
13 variety, but add some verticality that will screen the
14 units probably?

15 MR. MARK RUBIN: It will. It definitely will.

16 MR. FARON: Okay.

17 MR. MARK RUBIN: And -- and that horizontal wood
18 application, I think that's going to read as fairly a
19 little more fashionable --

20 MR. FARON: Sure.

21 MR. MARK RUBIN: -- kind of in its application.

22 MR. FARON: In dealing with that, who -- who is
23 going to maintain -- I mean these are bit, you know, no
24 maintenance in a way, but the wood, the trellising and the
25 screening, is that going to be a Fresh Market kind of

1 to -- to make sure that's not fading and --

2 MR. MARK RUBIN: We -- we're --

3 MR. FARON: -- splintering and falling apart?

4 MR. MARK RUBIN: Komen Group is going to own the
5 building, yes.

6 MR. FARON: Okay. So you'll be on top of that.

7 And with the retention pond over there related
8 to that, if that kind of starts to get a little out of
9 control, cause I mean that's another critical intersection
10 there.

11 People going into City Place probably don't want
12 to see a natural prairie. They want to see, you know,
13 something a little bit tighter and maintained like the
14 other corners. So I'm just asking who's going to be --

15 MR. MARK RUBIN: Yeah, we would be responsible.

16 MR. FARON: -- be on top of that?

17 MR. MARK RUBIN: There would be a typical
18 maintenance schedule too to that bio-retention area.

19 MR. FARON: If it goes south, it's -- you know,
20 people will notice it.

21 MR. MARK RUBIN: And we could let our civil
22 engineer also speak --

23 MR. FARON: Sure.

24 MR. MARK RUBIN: -- to the bio-retention and how
25 to appropriately maintain it as well.

1 MR. FARON: And I probably have other issues and
2 they'll come into mind, but let me let others speak and
3 ask some questions.

4 Thank you for your time, I appreciate your
5 answers.

6 CHAIRMAN MADDEN: Anybody else?

7 MR. CARNEY: I have one question.

8 On the north side, are there steps going down so
9 pedestrians can walk down and cut across? It looks like
10 there might be on the -- on the drawing or no?

11 MR. MARK RUBIN: They're -- they're not on the
12 north side.

13 MR. CARNEY: Have you looked at that, like close
14 to that retention pond it almost looks like there's like
15 some steps going down where somebody could come from City
16 Place across and walk up to the Fresh Market?

17 MR. MARK RUBIN: So the grade doesn't easily
18 permit for that and we also have a condition with that
19 bio-retention swale, it's projected down and then it
20 elevates effectively back up to a certain degree in order
21 to capture some of the water off of those parking spaces
22 there to the north.

23 So it's not a real easy condition for us to --
24 to orient the step system, and we really don't anticipate,
25 you know, great use from that coming back up to the site

1 itself. There's quite a bit of parking on the site, so
2 that would be much more natural place.

3 MR. CARNEY: You don't -- you don't think office
4 workers will be walking over from the offices over to the
5 market for lunch and that type of thing?

6 MR. GARRICK HAMILTON: We'll have a access over
7 here.

8 MR. MARK RUBIN: Right over here.

9 MR. GARRICK HAMILTON: And it's ADA.

10 MR. CARNEY: Okay.

11 CHAIRMAN MADDEN: Anybody else? Okay.

12 I have one person in the audience.

13 Mr. Caldwell.

14 MR. CALDWELL: Paul, I wonder if you could turn
15 on the overhead.

16 MR. LANGDON: Sure.

17 MR. CALDWELL: David Caldwell, 257 Brooktrail
18 Court.

19 I'm going to talk about the site plan in just a
20 minute.

21 I wanted to agree with the staff report about
22 this coverage that there doesn't seem to be much of a
23 offset for the requested increase from 66 to 70 percent.

24 Now I have heard some of this in bits and
25 pieces, but I think it can be improved here.

1 I'll agree with the applicant that there's not
2 much utilitarian benefit from having a sidewalk along the
3 south side. However, and I heard some of this, there is a
4 differentiated pavement here, but it would make more sense
5 to have differentiated pavement in the pathway out here to
6 the public transportation facilities. And instead of
7 having seating over here, it would make more sense to
8 integrate the seating with the public transportation where
9 people would have a place to sit while they're waiting for
10 the bus.

11 We always seem to forget the fact that it -- to
12 be pedestrian friendly, you have to have a place where
13 people don't have to walk through grass or mud or snow to
14 get from the bus stop to a sidewalk that they can use to
15 get to the place that they're headed.

16 So, while I would think it would be enough of an
17 offset for the extra site coverage, I think that's one
18 step in the right direction, is to integrate pedestrian
19 improvements out this way to Olive Street.

20 And my understanding is that this is a little
21 bit bigger than the average Fresh Market, and so I think
22 that the applicant should also look at innovative ways to
23 increase the use of the floor space inside, like the
24 pavilions or lower level storage or whatever, so that they
25 can reduce the size of the building somewhat to help make

1 that coverage come into the guideline, and then with these
2 types of benefits that I talk about out here, maybe we'll
3 have an acceptable compromise on -- on the coverage issue.

4 That's my comment. Thank you.

5 CHAIRMAN MADDEN: Thank you.

6 Is there anybody else in the audience?

7 Okay. Paul, you -- are you --

8 MR. GARRICK HAMILTON: I was just going to
9 respond to Mr. Caldwell.

10 Those are -- both of those suggestions are
11 actually -- actually I think one of them was a response to
12 Mr. Faron's question. We would definitely include a
13 dedicated walkway from Olive Boulevard, and adding seating
14 out there is certainly something to consider with staff.

15 CHAIRMAN MADDEN: Thank you.

16 MR. LANGDON: Good evening, Mr. Chair, Members
17 of the Commission. Paul Langdon, Director of Community
18 Development for the City.

19 I think that things have certainly progressed
20 with the project, and I'm pleased with some of the changes
21 that have been shown to us tonight by the applicant.

22 I think a couple of things that I want to
23 respond to specifically, first of all, on the -- simply
24 the -- the median or no median. The key other player that
25 we haven't heard from here is MoDOT.

1 It's their road. If they demand the median,
2 they demand the median. If they say it's not necessary,
3 then they say it's not necessary. We don't know yet.

4 I spoke with representatives of MoDOT a couple
5 of weeks ago. Asked them if they had reviewed that issue,
6 and they remembered that it was something that was to be
7 accomplished, but had not reviewed it specifically
8 relative to this project. So I provided them the plans.
9 They have the traffic study from the applicant. Have had
10 it for a while. Hopefully we'll have something from them
11 soon in terms of their expectations.

12 But our interests in providing it is, I think,
13 been well discussed as far as controlling those left
14 turns, as well as creating the opportunity to introduce
15 planter boxes or planted median in the same way that we
16 have done elsewhere on Olive Boulevard.

17 Certainly do not expect that a fully
18 implemented, fully planted median is the burden to be
19 carried by this applicant. That would be extremely
20 expensive. Disproportionately so, I would think.

21 However, I think that now is the time to try and
22 work out a program where there may be a way for the City
23 or the applicant, maybe the TDD, I don't know, maybe
24 MoDOT, I don't know, work together to accomplish this
25 median. But if we don't make it a part of the program

1 now, then I can guarantee you that it will be many years
2 before we see that median.

3 Which I guess brings me to the main thing
4 that -- that I want to point out, not only for your
5 benefit, but for the applicant's benefit and for those
6 that are following this project.

7 We are talking about a lot of things that will
8 be done. Talking about, you know, better delineation of
9 the planting and the bio-retention areas, better planting
10 for certain screening issues, redesign of the sign,
11 redesign of certain elements of the building. These are
12 great, and I'd certainly encourage them.

13 What we don't have is anything tangible. And
14 I'm sort of, I think want to make it clear at this point,
15 that we can't take a site with this kind of visibility and
16 this kind of key relevance to the goals of the
17 Comprehensive Plan and operate on the, well, that's what
18 we're going to do. We need to see it. We need to have
19 specifics.

20 When we worked through the projects on the
21 Goddard School and the Jaguar site and the Chevrolet site
22 and the Fiat site, and I could keep naming them, we asked
23 for specifics.

24 Show -- don't show me a bio-retention area with
25 some fuzzy graphics. Show me the planting plan. Don't

1 tell me what you're going to do, do it. And that's what
2 we need to accomplish.

3 So I hope by the next time that this comes back
4 before you we have those specifics. I know the applicant
5 wants to resolve this issue and, certainly, we do too.

6 I want to draw a little more opinion, if I can,
7 out of the Planning Commission about this question of
8 offset for site coverage.

9 It is a subjective opinion. It is something
10 that the Commission is charged with doing. And, frankly,
11 at this moment, I don't know where we stand with it.

12 Site coverage bonus is meant to be a feature
13 that addresses the concerns of the community that are
14 created by having too much site coverage.

15 So what is to be accomplished. Is it simply
16 something to make the project nicer; to put up a nicer
17 sign; to put in more traffic lanes to alleviate a traffic
18 problem that already exists? Perhaps, and maybe they are
19 part of the answer.

20 But let's not forget that the nicer sign and
21 alleviating the traffic is also very self-serving, to not
22 only this project, but the entire campus that sits behind
23 it.

24 Those are very important things to the City.
25 This campus is important to the City. Fixing the traffic

1 so that it becomes more successful is important to the
2 City.

3 Certainly don't want to make this sound like I
4 don't care if they do traffic or not. I absolutely care.

5 What I'm saying is that that's really a separate
6 issue. This is an opportunity to address that issue. But
7 a site coverage bonus is saying here's a site that's got
8 too much stuff on it, basically, too much parking, too
9 much building. That's what site coverage is in a
10 commercial setting as defined by our code.

11 This site exacerbates that problem. They're
12 increasing the overall site coverage of the campus. So
13 what does that say? It's increasing this notion that
14 there's too much parking, there's too much building. What
15 are they doing to address that, so that, okay, we, as the
16 collective city, are okay with that look, that appearance,
17 but only if you do this other thing.

18 Is it just the streetscape? Well, look at the
19 other projects we've done, the streetscape is an expected
20 element, not something we're getting as a bonus, it's what
21 the Comprehensive Plan says we should get; it's what
22 conditional use permit criteria say we should be doing.
23 Every project we do, streetscape is key.

24 So I don't know necessarily that that's the
25 bonus.

1 Is it the building? Nice enough building.
2 Certainly not extraordinarily architecture. No offense to
3 the applicant, but I've seen this box elsewhere.

4 They're trying to bring elements to it to make
5 it better. They're trying to listen to the comments
6 from -- from you all and from us on the staff side, but,
7 personally, I haven't seen that thing that says, well,
8 that's what makes this work.

9 Now, art has been mentioned; transit has been
10 mentioned, parking transit, perhaps, becomes part of it,
11 maybe something else, but that's where I need you all to
12 weigh in and give us some feedback as to what you think
13 makes this site work, even though, according to the
14 ordinance, which presumably is a measure of public
15 opinion, there is too much building and parking on it.

16 Please.

17 CHAIRMAN MADDEN: Who's going first?

18 Go ahead.

19 MR. LANGDON: Thank you.

20 MR. PULLIUM: I'll start small.

21 You had indicated that there was screening
22 devices. When I looked at the -- at the site plan and the
23 picture -- and the pictures, there's a compacter, there
24 are cardboard storage areas, grease, whatever over there
25 on the -- on the north side.

1 MR. LANGDON: Yes, sir.

2 MR. PULLIUM: Are they not screened currently
3 as -- as has been suggested?

4 MR. GARRICK HAMILTON: We can try and bring it
5 up.

6 MR. DAVID WOLFF: They're going to be screened
7 with ornamental fencing -- ornamental steel -- ornamental
8 steel fencing's indicated on the elevation, and those
9 would be set at a height of about -- or at least
10 obscurement of those areas along the north edge of the
11 site.

12 MR. PULLIUM: And that applies to the compacter?

13 MR. DAVID WOLFF: Yes. Yes. So in this area --

14 MR. PULLIUM: Uh-huh.

15 MR. DAVID WOLFF: -- essentially this area right
16 here, so the compacter would be in this area right here,
17 and that fencing would -- currently 8-foot height extends
18 to the edge of the building. We can carry that further
19 down in order to address the concern about the cardboard
20 storage, and then we would terminate that area with the
21 additional landscaping that we discussed at the edge of
22 the northwest bio-retention.

23 MR. PULLIUM: And I suppose I'm asking the City,
24 what additional screening would -- would the City suggest
25 might be appropriate, at least for that side of the

1 building?

2 MR. LANGDON: Well, my concern is that, first of
3 all, that illustration that they're showing is not a
4 concealment. That's an open fence. Even their drawing
5 shows that you can see through it, so that's hardly a
6 screen.

7 Second of all, the -- the view from City Place
8 Six, which is already not good, you've got this retaining
9 wall, the blank wall, and then you put an 8-foot fence on
10 top of it, you've created a fairly fortress-like
11 appearance.

12 All that aside, the view from Olive Boulevard is
13 completely unscreened. You're looking straight across the
14 parking lot into the cardboard storage and whatever
15 recycling is there. There is no screen at all.

16 I mean even Walgreens puts a fence with some
17 wood boards attached to it to conceal those elements.

18 Now, we don't want the concealment to be as ugly
19 as the thing we're concealing, but there has to be some
20 effort.

21 Simply having a rack that's sitting out on the
22 edge of the parking lot is not okay. I mean we're not
23 okay with Red Racks storing clothes in red bins along the
24 side of their parking lot; we're not okay with storing
25 cardboard on the side of this parking lot.

1 MR. PULLIUM: Okay.

2 MR. FARON: Okay. Has there been thought to
3 enclose that area? So I mean --

4 MR. LANGDON: That's what I'm asking the
5 applicant.

6 MR. FARON: -- there's not going to be lot of
7 people probably going to the window, the highrise next to
8 it, but what a view that would be to look down on that, I
9 mean if it's exposed, I mean I guess we're looking at
10 street level. But, obviously, there's going to be some
11 people looking down on it, and I know it's a cost to
12 probably enclose all that, but was there discussion to
13 enclose a bit of it on the previous plan? I think there
14 was, half of it or something where the --

15 MR. DAVID WOLFF: We did have a -- we did have a
16 wood screen along the east edge of the site on the
17 previous submission. Had kind of an L-shape
18 configuration.

19 MR. FARON: On the previous configuration?

20 MR. DAVID WOLFF: Yes.

21 MR. FARON: But pulling that out considerably,
22 halfway say on that, I mean I'm sure you have an answer
23 or, you know, bringing that halfway up the truck or more.

24 MR. DAVID WOLFF: Yeah, we can -- we can
25 certainly work with staff to look at how that area might

1 be treated beyond just what we discussed with the fencing
2 and the planting.

3 MR. FARON: But enclosing the truck, let's say
4 you pulled the -- where the doors are and the loading
5 dock areas --

6 MR. DAVID WOLFF: Well, we would -- we would
7 need to be a little bit limited on our approach,
8 specifically because of the truck maneuverability, but
9 potentially we could include that L-shape approach, I
10 think, on the west and then north faces of that area.
11 It's tight, but --

12 MR. FARON: So would the -- so how much of that
13 truck would be covered? I mean I'm talking about a
14 complete enclosure.

15 MR. DAVID WOLFF: Or you're talking --

16 MR. HOWARD: You're talking about roofing that
17 in?

18 MR. FARON: Yeah, I'm roofing that continuation,
19 half of it, something to, you know, get -- I mean you do
20 see loading docks in areas that are covered considerably.

21 MR. DAVID WOLFF: Well, I think -- I think
22 structural support of that would be an issue, coordinating
23 that with the containers along the north edge of the site
24 is an issue.

25 I'd also be concerned about creating an

1 environment that -- I mean certainly I understand
2 visually, I'm with you, that that would be an approach to
3 kind of cover that and temper that -- that area in terms
4 of its utilitarian appearance, but if we were to introduce
5 a structure like that, that's going to become a haven for
6 vermin, birds, et cetera.

7 I don't know that that's necessarily going to be
8 something that's going to be very successful with that --
9 in that portion of the site.

10 I'd be reluctant to introduce something that
11 extensive, at least over the entire -- if you're referring
12 to the entirety of the dock area, that's --

13 MR. FARON: I'm not saying the entire, maybe
14 half of it, just to screen a bit more of it, I mean
15 something to cover a bit of that and take such a long, you
16 know -- you know, permeable fence that's going to probably
17 weather, and you're still going to be able to see that and
18 hear it sound wise too just being over in that area.

19 I mean we had talked about actually going
20 underground and backing something in, you know, on the
21 previous design to kind of get that in the back, I know
22 that would be considerable cost. I would assume this
23 would be similar, maybe not as much. But it's just a --
24 as Paul was saying, you know, we're giving up coverage and
25 we -- we do want to get as much as we can, cause it's a

1 prominent site, prominent building, and it's an
2 opportunity to do it all right, cause once we do it, and
3 the tenant leaves, I mean we're left with the building, so
4 if that happens, so but that's something we have to think
5 about longterm, but I'll just throw that out to cover that
6 area, and I don't know if Paul has further --

7 I mean, Paul, you talked about the south
8 elevation too, I'm sorry, just the -- what were the
9 questions -- or the concern about the south elevation, the
10 one facing Olive? I know you just brought it up in your
11 previous similar kind of issues, right?

12 MR. LANGDON: Right, I mean the -- we don't want
13 to decorate a wall. We want it to have functional
14 improvement. You know, so if there are specific
15 elements -- specific elements that you think are missing
16 from that elevation that you're seeing like on the front,
17 then --

18 MR. FARON: I mean I think we're on the same
19 page. I mean I brought up the coining --

20 MR. LANGDON: Uh-huh.

21 MR. FARON: -- the shadowing, the stepping in
22 and out, you know, using control joints, expansion joints,
23 stuff like that.

24 I mean just, as an architect looking at that, it
25 would be great to step that to kind of follow Olive, and

1 you have a little window piece like every -- you know, a
2 little in and out, little a sawtooth elevation along
3 there, great shadow, natural light coming in there. I
4 know that's asking a lot, but that's just me looking at it
5 design-wise.

6 Be attractive to see all those clear height
7 fixed windows just along that facade. And it wouldn't be
8 a flat facade, it would be, you know, a stepping facade.

9 You'd lose some parking or whatever. I mean
10 once you introduce something else, you got to juggle the
11 parking and other things. I'm just talking off the top of
12 my head for, you know, that elevation could be improved by
13 doing that.

14 Is it feasible? I don't know. That's why I
15 brought up the columnated, the curvilinear entrance. Love
16 to see that. Then you address both elevations. It's a
17 unique, you know, monumental entrance that kind of talks
18 to both City Place and Olive and definitely the traffic
19 going through there, and you can really make a statement
20 on that.

21 I know it doesn't work with the flow of your,
22 you know, your retail for the grocery, you know, program
23 I'll say.

24 But anybody else, you know, wants to jump on
25 board.

1 CHAIRMAN MADDEN: Well, let me add, you know,
2 didn't we discuss a few months ago that we found out that
3 grocery stores don't need as many parking spaces that we
4 used to recommend cause people are in and out?

5 MR. LANGDON: Yeah, certainly parking demands --
6 parking codes are out of step with demand.

7 CHAIRMAN MADDEN: So if we can get them to do
8 what we're suggesting and they lose a few parking spaces,
9 can we live with that?

10 MR. LANGDON: Well, we have -- we have sort of a
11 difficult situation in that we still have the code that we
12 have.

13 They can provide parking offsite, that's allowed
14 by the code. They're already conceding quite a bit of
15 parking to the parking garage, so, conceptually, yes, I
16 think they're already reducing their parking quite a bit
17 to a point where they may be nearing their limit just from
18 what their tenant thinks they really need.

19 So, yes, but I don't know how much further we
20 can go with that.

21 MR. GARRICK HAMILTON: I appreciate that, Paul.

22 I think, to kind of, as you guys have mentioned,
23 if this tenant leaves, you're stuck with the building,
24 City's stuck with the building, we're stuck with the
25 building as well, and we got to be able to re-tenant it.

1 And just because it's not a grocery store, we
2 have to think about the future, how we re-tenant that, if
3 it's going to be another retail, which, obviously, this
4 would be lend itself to, it's going to be probably a
5 higher demand than existing grocery store. So we've lost
6 that twenty spaces. We're comfortable pushing for it as
7 it is now because we do have that thirty-space release
8 valve across the street.

9 That's not very attractive for retail users, but
10 our tenant has agreed to it with some arm-twisting, we're
11 agreeing to it, and we'd like to preserve whatever we can
12 in terms of parking.

13 But acknowledging the concerns that have been
14 brought up by the Commission trying to identify solutions
15 along this way.

16 CHAIRMAN MADDEN: Well, I'll be the one to say
17 it. I mean I guess I've been on here, what, six or seven
18 years, you know, the first three or four we let buildings
19 like this come in without making many changes to them.

20 Would you agree with that, I don't know?

21 MR. LANGDON: Yes.

22 CHAIRMAN MADDEN: And now we realize, you know,
23 this is Olive Street, you know, on one side we've got this
24 beautiful building, the other side is going to be the
25 beginning of downtown, right? And we're trying to get to

1 the point, and we've done with several places, CVS, how
2 many times did they come back and forth, Walgreens, and
3 CVS told us, you know, this is the only building we do,
4 and the only thing we do, and I think you got on the web
5 and put pictures up there, all clear across the country
6 where we found, I don't know how many different ones they
7 did.

8 So I'm, you know, nobody else can come up with a
9 better idea what they're going to get for their extra, I
10 say they roof the -- enclose the truck thing. I don't
11 know how that -- I can see possibly birds, but I think you
12 mentioned rats or something, I mean I'm not shopping at
13 that grocery store if they're running around, I'll tell
14 you right now. I mean --

15 MR. FARON: It's their entrance.

16 MR. DAVID WOLFF: Well, if I may interrupt just
17 for a second.

18 One thing I would caution about covering that
19 area, because we did study it prior to our previous
20 meeting with the City. In order for the compacter to
21 work, the clearance that we need to provide is such that
22 if we do provide some kind of canopy over there, it is
23 still going to be fairly high. I think some amount of
24 sidewall screening could be incorporated on -- on that
25 piece, but, please, just beware whatever goes over the top

1 of this thing is still going to be up there. It's not
2 necessarily going to scale down the north facade. It --
3 it's going to be a bit of challenge to take something like
4 that, and I think to Paul's point earlier about how this
5 would get screened, you know, to introduce something, you
6 know, you want to do it right, and it may be a little
7 tricky to do an enclosure there that's attractive and
8 doesn't look quite so clunky, I think, given the height
9 requirements.

10 MR. HOWARD: Are you saying that if you continue
11 the roofline heading from east to west to cover that
12 bay --

13 MR. DAVID WOLFF: We're going to have
14 something --

15 MR. HOWARD: -- that would not allow for
16 sufficient height for that compacter to operate properly?

17 MR. DAVID WOLFF: You're referring to the
18 roofline of the loading dock area there?

19 MR. HOWARD: Right. Right. Just continuing
20 that --

21 MR. DAVID WOLFF: It'll be -- yeah, it'll be at
22 about that height, I mean just --

23 MR. HOWARD: Well, exactly --

24 MR. DAVID WOLFF: -- so --

25 MR. HOWARD: -- and I think that, certainly,

1 anybody from an elevated position, from a western
2 perspective looking east down to that compactor, wouldn't
3 find that view of the compactor very attractive, much less
4 if there's the compactor plus some trucks -- a truck in
5 there making a delivery.

6 So I -- I have pretty strong feelings about
7 covering that because as you look, as you come around that
8 corner of the curve and -- and Olive, there's still some
9 sightline where you can see that -- you'll be able to see
10 that corner of the building.

11 I think bringing that forward is -- is pretty
12 critical to improve the appearance of this side of the
13 building.

14 I appreciate all you've done in rotating the
15 building. This certainly is a big step toward where we
16 want to be, but with this being such a critical view and
17 perspective, I feel pretty strongly that we ought to try
18 to cover that bay.

19 MR. GARRICK HAMILTON: I think we're happy to
20 certainly take a look at the structural way to see if it
21 can be done.

22 I am a little, and I mentioned this to Paul just
23 a moment ago, I'm a little concerned about the slippery
24 slope of trying to screen from an aerial position.

25 And I understand, we actually used to be in City

1 Place Six, I've looked down at that view a thousand times;
2 I've looked down at what Trader Joe's has on top of its
3 building; I've looked down Olive a lot, it is kind of an
4 aspect of having an aerial position.

5 We own a building in Creve -- or in Clayton,
6 Missouri that has a highrise aspect to it, and we look
7 down on some less than favorable. And I'd love to try and
8 clean it up as much as possible.

9 Looking down on this, in light of it being just
10 a compactor and the open for the loading dock isn't my
11 worst nightmare.

12 MR. HOWARD: It's not your worst, but this will
13 not just be a compactor and the loading dock. It never
14 ends up being that way. It ends up being a collection of
15 hodgepodge --

16 CHAIRMAN MADDEN: Crates.

17 MR. HOWARD: -- crates, pallet jacks, pallets.
18 It'll be -- it'll be an assortment of undesirable item --
19 items.

20 So this is -- this --

21 MR. GARRICK HAMILTON: Reach a screening from
22 the sides, I agree.

23 MR. MARK RUBIN: Let me introduce this too, from
24 the side what if -- what if we looked at taller metal
25 lattice -- sorry -- so on this side here, and we had

1 looked at this before on our previous -- on our previous
2 plan.

3 What if -- what if this was actually a taller
4 lattice, I mean for the lack of better description, wall,
5 something decorative, something a little more
6 architectural?

7 MR. FARON: What if it was like a block wall of
8 some sort with a stone cap on it halfway up there, you
9 know, a continuation of some of the styling you've got
10 going on around the building.

11 Don't go all the way up. Don't cover across.
12 But something a little bit more solid that you can't see
13 through that's just an elaborate --

14 VOICE: Some -- put a footing under there.

15 MR. FARON: Just halfway or something. You
16 could step it, that'd be a nice. Could plant that. You
17 could step it, but, you know, just a stone cap of some
18 sort that's going to shed the rain, that's just going to
19 cap out a brick wall there that's similar to the other
20 feature.

21 It's definitely a more permanent look, less
22 maintenance, I mean could tuck-point and chemical erosion,
23 but you could still, you know, get, I think, a more
24 attractive -- and then, you know, if you're driving by or
25 walking by, you at least aren't going to see the truck and

1 all the undesirables there.

2 I know you're going to be able to look down on
3 it, you know, that's a good point, that, you know, you
4 can't protect from planes flying over seeing something.

5 So, but I, you know, something a little more --
6 but, you know, I'm just -- what would that -- I mean, and
7 does it have to go all the way out, but maybe enough to
8 cover half the space, just a bit more of maybe a permanent
9 screen that is part of, you know, the materialism and plan
10 of the building.

11 MR. HOWARD: I think following along James', if
12 you came out with that full wall, the one that just is so
13 stark there to the left of the vehicle, and at least came
14 forward of the trash compacter and then the loading docks
15 where the vast majority of the undesirable trash will
16 accumulate will be there underneath there screened.

17 And as far as birds, you know, there are very
18 easy ways to drop the tile -- ceiling tile, you're not
19 talking about exposed rafters, where they're going to go
20 up and nest. There are ways to protect birds.

21 Certainly being a grocery store, I would think
22 that they're well-equipped to address other vermin to keep
23 them out of the building and the surroundings.

24 So I don't -- I don't buy that argument.

25 MR. DAVID WOLFF: Well, I'd also like to think

1 that --

2 MR. HOWARD: So we're going to need something
3 along this elevation to do a little better screening and
4 break those planes up, in my opinion.

5 MR. MARK RUBIN: So -- so conceivably if we
6 looked at a stair stepped decorative wall back there,
7 might introduce at least a little bit -- a little bit of
8 movement, so everything's not at one plane --

9 MR. FARON: Sure.

10 MR. MARK RUBIN: -- and --

11 MR. FARON: And cap it.

12 MR. MARK RUBIN: -- you know, yeah, look at
13 something that's a little more architectural.

14 MR. FARON: You're cornicing the rest of the
15 building, so you could, you know, put a little bit of
16 dressing on top of that wall.

17 MR. ROVAK: Just to get an end feet.

18 MR. FARON: End it.

19 CHAIRMAN MADDEN: Well, your lowest -- how tall
20 is the wall -- the back wall there from -- from the --

21 MR. MARK RUBIN: It's highest point, I think is
22 at 8 feet -- 9? 9 feet.

23 CHAIRMAN MADDEN: No, no, no, not the fence.

24 MR. MARK RUBIN: No. I'm sorry?

25 CHAIRMAN MADDEN: Not the fence or whatever

1 you're proposing there. The whole -- on the other side of
2 the fence, how tall is that wall?

3 VOICE: This -- this guy right there?

4 CHAIRMAN MADDEN: No. Right there.

5 MR. MARK RUBIN: Not -- not -- at the tallest
6 point, 9 feet.

7 CHAIRMAN MADDEN: No, no, no. On the other
8 side where the truck --

9 MR. MARK RUBIN: Oh, grade-wise? Oh, it's
10 probably a foot down.

11 MR. HOWARD: The wall of the building.

12 CHAIRMAN MADDEN: The wall of the building.

13 MR. MARK RUBIN: Oh, sorry.

14 MR. DAVID WOLFF: We're sitting at 33 feet above
15 there.

16 CHAIRMAN MADDEN: How much?

17 MR. MARK RUBIN: 33.

18 CHAIRMAN MADDEN: Cause your lowest point then
19 of this, if we propose this wall, the lowest point -- I'm
20 just going by what clearance is on an overpass for a
21 truck, is probably going to have to be 14 feet on the far
22 right to hide the truck, right?

23 MR. DAVID WOLFF: Right. Right. Yes, the --
24 but the -- I guess if you're referring to kind of what
25 would be overhead in terms of a structure, I think the

1 bigger issue is -- is not so much the truck that ties to
2 the loading dock and drops down 4 feet, but it's the truck
3 that comes and gets the compacter. The way that that's
4 going to work, that's going to pull that guy up in the
5 air, and we need to provide, I think it's 24 or 25 feet of
6 clearance for that to happen, if I'm not mistaken because
7 it's --

8 MR. FARON: Yeah.

9 MR. DAVID WOLFF: -- it's pulling it up and
10 loading it on.

11 MR. FARON: If we don't look at -- I think we're
12 kind of on to an issue of not covering it at this point.

13 MR. DAVID WOLFF: Okay. I'm sorry, I
14 misunderstood.

15 MR. FARON: Putting a more monumental screening
16 along that -- that ledge that maybe it doesn't even cover
17 the truck. But I mean I think if you're looking at it
18 from this way, it covers the wheels, it covers the snow,
19 the dirt, the leaves, and if they put pallets down there,
20 you know, if you just see the top of the truck, I don't
21 think that's terrible, I mean it's -- if you can't cover
22 the whole thing. And then you could cap that out and it
23 would be fairly attractive, more than what we see now.

24 MR. HOWARD: Right, not necessarily cover the --
25 the dumpster, the dump truck as it's operating that

1 compacter, but the compactor itself, cause that will
2 always be there. We're not necessarily worried about the
3 transient unloading the truck that's going to come in
4 every week or every other week to take care of the
5 cardboard, but --

6 MR. MARK RUBIN: And we identified this, and
7 this is something that we'd like to address.

8 MR. FARON: A wing wall.

9 MR. HOWARD: We identified this in the first
10 meeting as well, and we're still little -- the wall's
11 still little shorter of where we were kind of pushing it.

12 CHAIRMAN MADDEN: So what's the minimum height
13 you guys want on the wall? Let's spell it out for them
14 right now.

15 MR. HOWARD: I'd like to see total enclosure,
16 including the roof, coming out past the dumpster, the
17 compacter.

18 CHAIRMAN MADDEN: I think that's going to be
19 20-some feet he said, the roof.

20 I don't know, are you talking about a cardboard,
21 you know, they crush the cardboard and they put the metal
22 wires around them?

23 MR. DAVID WOLFF: Well, just when they're --
24 just when they're loading this up and emptying it out,
25 it's -- or you're asking about the cardboard storage

1 itself, the palletized storage down here --

2 CHAIRMAN MADDEN: Yeah.

3 MR. DAVID WOLFF: -- at the west end of the
4 site?

5 CHAIRMAN MADDEN: Yeah. I mean I've seen
6 cardboard -- I don't understand what you're lifting up
7 24 feet high.

8 MR. DAVID WOLFF: No, no, no. Yeah, the
9 cardboard sits down here. I was referring to the
10 compacter down here by the -- the dock, that -- that unit,
11 when they empty that out. They're pulling it -- they're
12 pulling it up and emptying it out.

13 CHAIRMAN MADDEN: Oh, you're talking the
14 dumpster. See, you confused me when you said the
15 compacter needed 24 --

16 MR. DAVID WOLFF: Yeah, this -- yeah, this
17 unit's getting pulled up like that, loaded on, emptied
18 out.

19 CHAIRMAN MADDEN: Well, I don't understand why,
20 cause I've seen this happen a lot too, why, you know, you
21 put some forks under the dumpster, right, and then you're
22 saying he lifts it up over the truck and dumps it, right?

23 Well, I've seen these situations right there
24 where they, you know, put it on the forklift, whatever you
25 want to call it, front of the truck, they back out, lift

1 it up, dumps it, he drives back in and replaces it.

2 MR. DAVID WOLFF: Well, I think if I understand
3 everyone's major concern, I think that what was suggested
4 about the treatment of this wall in stepping that, in
5 creating -- in creating a line that provides some variety
6 and, literally, screens that compacting unit, I think
7 would go a long way to helping to scale down this facade
8 and then screen area you're concerned about.

9 MR. HOWARD: Right, it would accomplish hiding
10 that compacter, and it would provide additional interest
11 to this elevation of the building.

12 MR. GARRICK HAMILTON: We're happy to take that,
13 we'll include it in a proposal.

14 MR. FARON: You ask about the height of it. I
15 mean just in looking at the elevation, I know the
16 stairwell is a bit further south, but, you know, the
17 middle mullion there or something, you know, visually,
18 maybe that's the strike point for coming over, and that's
19 what you see, on terms of height what is that, maybe 10 to
20 12 feet, so, you know, in a way that's aligned to look at,
21 and I think that height would -- to go far in screening a
22 truck in there, that the compacter and every other thing
23 that might be left out there to just see.

24 And you'd have to see it from the parking lot
25 now, and you wouldn't see it from down there or even from

1 the intersection down by the detention pond, so I mean
2 that's just, you know what I'm saying, the -- the middle
3 mullion there, the -- is that a -- that's probably a whole
4 system over there you got, but, you know, at that point
5 roughly with that --

6 MR. LANGDON: I think what we need to do is give
7 them an opportunity to put together a series of
8 illustrations that show how it would effectively screen.

9 I think what you're looking for is screen as
10 much as possible, but do it with materials that are common
11 to other sides of the building, treatments that are common
12 to other sides of the building, so that we, in fact,
13 follow the Design Guidelines, and say that's what we
14 should be doing.

15 But at this point we're trying to design some
16 pretty minor issues in front of the Commission, and I
17 don't think we're going to get there tonight. We should
18 give them the chance to propose something.

19 CHAIRMAN MADDEN: Well, I got one more question
20 then.

21 Are there going to be gates on the end of that
22 area then to hide it from where the truck pulls in?

23 MR. LANGDON: It's not in this proposal, but --

24 MR. MARK RUBIN: No.

25 CHAIRMAN MADDEN: Well, somebody walking by

1 there, whatever, can see all the trash and everything else
2 back there, just cause you have the wall here, I'm talking
3 about --

4 MR. GARRICK HAMILTON: Well, no, what we've
5 offered is screening -- pretty significant screening
6 along -- along that northwest corner, so that you don't
7 see. There will be added trees -- thank you -- right
8 there.

9 Currently there's that bio-swale, but we'll have
10 trees of vertical screening as well coming up the street
11 in that location.

12 Yeah, if you're standing on the loading dock,
13 yes, you will see the loading dock. We have materials, as
14 staff report notes, we've added building materials to the
15 entire loading dock, so it's actually same building
16 materials.

17 I think we're trying to do as much as we can,
18 certainly.

19 CHAIRMAN MADDEN: Okay. Well, then should we
20 just do a continuance until they come back with more
21 drawings or --

22 MR. LANGDON: Yes.

23 CHAIRMAN MADDEN: I'm sorry, Dr. Barton.

24 MR. BARTON: Did you want --

25 MR. PULLIUM: No, go ahead, but I had one other

1 comment.

2 MR. BARTON: So I just wanted to get as part of
3 the -- the hearing, just from a historical perspective, I
4 mean I see some new faces.

5 I mean you guys know there is a lot of politics
6 involved with how you guys acquired this land. I was on
7 the Council at the time, a lot of people fell on some
8 swords, you know, Komen Group had to have that land, you
9 know, there was a lot of fallout from it.

10 Not that it enters into the decision, but it's
11 definitely in the background. Certainly, in my mind, and
12 probably a lot of peoples' mind, when you try to get this
13 through the Council. So I think people are going to want
14 to be wowed by what's on this property.

15 And in addition to that, you know, Komen has
16 these, you know, pretty beautiful buildings. They're
17 modern, they look like they had some architectural
18 thought. And I would just ask, do you guys really think
19 this is in keeping with the vision of City Place?

20 MR. GARRICK HAMILTON: We appreciate the
21 comment, first of all, and, secondly, yes, we do.

22 And we're trying to even enhance that. We
23 believe it's a lifestyle activity, a lifestyle location.
24 We want to enhance that pedestrian feel, and we want to do
25 everything we can to enhance that.

1 I understand what you're saying in terms of the
2 building. You're right, it's not as grand as a ten-story
3 City Place Six. It's not as grand as -- I do think
4 actually this building, in my opinion, I think this is
5 subjective, certainly other people will disagree, I think
6 this building is actually a lot nicer, and the
7 presentation here on the landscaping is even better than
8 our existing retail across the street, much better in my
9 opinion. But -- but that's my personal position on it. I
10 respect that.

11 And I do -- I am sensitive to the history of
12 that. I've been here, I think probably the longest with
13 this group, and I joined in 2006 following everything that
14 occurred, and I think we've tried to, one, change the way
15 we operate and work on that site in a very legitimate way
16 to try and deliver picture entry feature to our campus.

17 But then, secondly, if I can speak kind of off
18 the cuff here, we've atoned for that quite a bit. This
19 site was taken down with a significant cost to the Koman
20 Group. We way overpaid for the site as a result of
21 that -- a result of that proceeding. And we've carried it
22 now for seven years at a significant expense.

23 I would -- I would ask for a little bit of
24 perspective in that regard as well, but I appreciate your
25 comment, sir.

1 MR. BARTON: Yeah, well, and, you know, having
2 said that, I don't -- I hate to, you know, I hate to
3 design the building by committee, cause you end up with a
4 building that's designed by committee.

5 I think you kind of get the impression, you
6 know, hopefully, if you take away an impression from the
7 panel, and, you know, hopefully you'll come back
8 with something that's --

9 MR. GARRICK HAMILTON: We're certainly trying
10 that, and I would like, and I know there's a couple more
11 comments that still need to come from members of the
12 Commission there.

13 But we would like to be able to take your
14 guidance tonight, cause we would like to come back in two
15 weeks with something that you guys can approve.

16 This has language we -- Paul brought up that
17 it's been submitted to MoDOT. We submitted the plans, the
18 original plans, which, obviously, are not in front of you
19 anymore, to MoDOT in April, and they have not yet had the
20 opportunity to review that.

21 We are itching to get started on this project.
22 We've already blown through one expected deadline by
23 having to turn this building. We've had to renegotiate
24 our agreement with our tenant to get this thing in. We
25 want this building in and operating in 2014.

1 And in order to do that, I'm not suggesting this
2 thing needs to be rubber-stamped and flown through, but we
3 need to be trying to put this through the Commission and
4 not developing by committee.

5 Get as many comments as you guys can, absolutely
6 incorporate those in and have something next week, with
7 staff's cooperation, that you guys are happy with so.

8 MR. FARON: You guys are leaving the property
9 though, right, is that what I understand, is Komen parting
10 ways with the property or --

11 MR. GARRICK HAMILTON: We've -- we are in the
12 process of potentially selling the -- the retail location,
13 but, no, we've sold City Place Six, but, no, we still
14 own -- the rest of the campus we still own as well as City
15 Place East, most of it.

16 MR. FARON: It's just -- I mean collectively
17 it's like we -- I won't say you're leaving, but you'd want
18 to exit on a home run and not like a bunt single, you
19 know.

20 MR. GARRICK HAMILTON: Disagree with you.

21 MR. FARON: But, no, I'm saying if -- if the
22 building is left to us, eventually, it's just -- it's a
23 real wow factor and an opportunity to make a statement and
24 home run, not a, you know.

25 VOICE: You haven't been sworn.

1 VOICE: Have to be sworn.

2 VOICE: Yes, you have to be sworn.

3 MR. FARON: Thank you, Charles --

4 MR. GARRICK HAMILTON: But I appreciate your
5 point. I respectfully disagree. I don't think this is a
6 bunt single or a bunt anything.

7 MR. FARON: Oh, no, I don't want it to be that.

8 MR. GARRICK HAMILTON: Yeah, I agree.

9 MR. FARON: I think it's way more than that. I
10 think it's an opportunity to hit it out of the park.

11 And, you know, years from now, I want to say,
12 look, we really pushed to get this prominent building in
13 here, and want to have a lasting history of this --
14 this -- this project, and that's the legacy I think many
15 of us would like to hang our hat on so.

16 Charles.

17 CHAIRMAN MADDEN: Charles.

18 MR. PULLIUM: Yeah, I -- I don't want to belabor
19 the north side of the project, so I won't.

20 I want to switch to the south side of the
21 project. And I will just tell you that my impression, and
22 as you've been candid about, you simply turned the
23 building, and -- and, in fact, added 163 feet, I'm sure
24 that's considered somewhat de minimis as a result of
25 turning the building, but it does seem that -- that part

1 of the problem is you want to maintain the same square
2 footage, the same size of the building. And so from
3 the -- from the south side, the Olive side, the most
4 important side, I was really -- when I -- when I was
5 looking forward to the project that you would bring,
6 thought that I -- we would have some wow factor, it would
7 be something that would be visually appealing from Olive.

8 And I don't want to denigrate the work in this
9 building itself. But in my view, I was half expecting to
10 see something where when you looked at it, you would have
11 this seating on the front side that you do have, and that
12 it would be carried around a little bit, and I understand
13 you're saying, look, we've shoehorned everything we can
14 into it, and it's just not there, and I get the space
15 constraints, but there's space constraints of your own
16 making because of the size of the building, and that's --
17 and that's fine.

18 But I suppose when Mr. Madden spoke up of the
19 CVS or whatever other buildings are that have really
20 created something visually appealing from Olive, I'm not
21 seeing that here.

22 What I'm seeing from Olive is -- is a giant
23 wall, though well decorated giant wall. And -- and so
24 maybe give that some thought if there's something that you
25 can do with that, specifically with the -- with the

1 southwest corner of the building.

2 I don't know if it can be brought around to the
3 south side or not, but it's something to consider.

4 MR. GARRICK HAMILTON: Appreciate it.

5 CHAIRMAN MADDEN: Well, I think you got our
6 ideas.

7 Paul, you --

8 MR. LANGDON: Yeah.

9 One issue that I want to point out that we
10 haven't discussed, but I just want to make sure the
11 Commission is in agreement, that the sidewalk and the
12 landscape along Olive should be set so that if another
13 lane does occur in the future, if MoDOT decides it needs
14 to be a through lane and then a separate right lane, we
15 don't lose the sidewalk; we don't end up sort of having to
16 reconstruct. Currently the way it's laid out, we would
17 lose the sidewalk. But there is grass between the
18 sidewalk and the planting, so we would look to move that
19 over, at least to a minor degree.

20 MR. GARRICK HAMILTON: Make a proposal.

21 MR. LANGDON: The Commission is okay with us
22 pursuing that?

23 CHAIRMAN MADDEN: Yeah, I think. I am.

24 Everybody's okay with that? Okay. Yes.

25 MR. LANGDON: Okay. We will do that.

1 And just checking out --

2 MR. GARRICK HAMILTON: Just add --(court
3 reporter unable to hear speaker due to not being at
4 microphone.)

5 MR. LANGDON: We'll work that out with MoDOT
6 when we talk to them.

7 MR. GARRICK HAMILTON: Sure.

8 MR. LANGDON: The -- the site coverage, just
9 to -- to make clear, so that we're not -- so that I'm
10 helping the applicant get to where they need to go.

11 You're saying that the loading dock is the place
12 where that -- that debate resolves itself? However it is,
13 I'm not asking you to reopen the design discussion, just
14 you see that as the opportunity is that -- resolving that
15 space?

16 MR. HOWARD: I don't necessarily see that as
17 something of a particular benefit to the community to
18 justify the additional site coverage.

19 This is -- it should be something over and above
20 what's necessary for the operation of the building itself.

21 I think that the -- the coverage over there at
22 the loading dock is something that's -- that's serving --
23 that serves the building itself.

24 MR. LANGDON: Uh-huh.

25 MR. BARTON: I think that maybe with some

1 additional water features or other ways or some agreement,
2 as you touched on regarding median, maybe there'd be some
3 public benefit there that we could accomplish.

4 But I think the loading dock in and of itself,
5 in my opinion, is not necessarily the -- the sufficient
6 reason to grant additional area coverage.

7 MR. LANGDON: So there's a series of elements
8 we'd be looking for in the landscape, in the building, in
9 the loading dock?

10 MR. HOWARD: There are great opportunities for
11 landscaping. You've done a wonderful job. It's -- this
12 has been an incredible improvement from the first time we
13 saw this. And, you know, couple more steps like that, and
14 you've then hit the home run that James wants.

15 MR. FARON: And that -- in line with that, I
16 think I was going to say are there other aspects that the
17 applicant could throw out that would, you know, warrant
18 that bonus some, and that's probably for another meeting.

19 Secondly, I think the applicant's done a -- a
20 great job in, you know, following our lead and making
21 substantial changes. I don't want to imply that this is a
22 bunt single project at all. Just stating the extremes and
23 a home run would be fantastic. And this applicant is very
24 close to that, so I'm -- I don't want to -- so I apologize
25 if I'm implying they haven't done their due diligence

1 here. They definitely have. It's very close, and maybe a
2 few more tweaks will, you know, will be agreeable for that
3 site coverage addition.

4 Thank you for your presentation.

5 MR. LANGDON: That's all I got for you, unless
6 you have other questions for me.

7 CHAIRMAN MADDEN: Okay. Thank you.

8 And that will close our public hearing after you
9 enter --

10 MR. LUMLEY: No, we did the exhibits the last
11 time.

12 CHAIRMAN MADDEN: Oh, okay.

13

14 (The Public Hearing was ended.)

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1 CHAIRMAN MADDEN: And that'll move us to B,
2 Continuation of Public Hearing, Application No. 13-018:
3 Request for Approval of an Amendment to the City Place
4 Master Sign Plan Including New Tenant Signs.

5 Anybody that, once again, going to be involved
6 in this, needs to come up and be sworn in for this one
7 too.

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

10 CHAIRMAN MADDEN: I know this is going to sound
11 funny, but since it -- state your name and address again,
12 please.

13 MR. GARRICK HAMILTON: Thank you, Chairman.

14 Garrick Hamilton with the Komen Group, Two City
15 Place Drive, Creve Coeur, Missouri.

16 I won't belabor this point, cause it is kind of
17 the tail on the dog, quite frankly, as far as we're
18 concerned.

19 I believe this Commission previously considered,
20 and it did not advance to the Council, if I'm not
21 mistaken, still here, two aspects that I won't -- I
22 certainly won't -- cause I think staff agrees with the
23 presentation, and that's for the addition of a monument
24 sign to the front of City Place Two and in locations that
25 you'll have in your packets, as well as mural signage on

1 the west wall, which is the wall that Creve Coeur Camera
2 has extended to the -- extended to the north behind its --
3 it's glass facade. I believe City are on for approval of
4 those.

5 Where I believe your consideration, and probably
6 your deliberation will occur is in connection with the
7 signage package for Fresh Market itself.

8 I believe we have a proposal. I know that staff
9 will want to see it. Obviously, we'll have to come back
10 with it at our next meeting, we plan to do that.

11 Regarding the monument sign, as we pointed out,
12 we're going to relocate the monument sign, as it's
13 currently shown in your proposal, from the forward area of
14 the sidewalk to the -- to the rear, and add a seating
15 element to it.

16 Hopefully, that will add, you know, the
17 pedestrian interaction that they're looking for.

18 We're also happy to work with landscaping how
19 that feed into that -- those aspects.

20 Where I'd like to draw your attention, if I
21 could, for purposes of this evening, and, again, not to
22 belabor what we've already discussed, is the signage
23 package.

24 What has been provided to you and proposed to
25 you is the signage for Fresh Market on both its front --

1 excuse me -- its west and south facades.

2 The proposal is in front of you shows, I
3 believe, the square footage at 101 square feet, which is
4 upward -- significant upward departure from the existing
5 Sign Code allowance for that sign.

6 And what, I guess, what we'd like to show and
7 illustrate is why we have proposed that. And we
8 understand it's a significant departure. We are dealing
9 with a tenant with a unusually long name and a loosely
10 long sign. I wish they just had TFM or something along
11 those lines, but they don't. And if I confine it to
12 750-foot setting.

13 Is there a way to focus any better?

14 MR. LANGDON: Zoom it in, it clears it up a
15 little bit.

16 MR. GARRICK HAMILTON: Go ahead. That's as good
17 as it gets.

18 What you see here is -- is the signage of -- for
19 that location at the 50-square foot level or -- and we --
20 we really feel that it does not serve the identification
21 requirements of -- of a sign on a facade. Similar, by
22 contrast, going from that to in between what we've
23 proposed, which is an 80-square foot signage above
24 locations, this is the contrast of the building to the
25 sign itself.

1 We both -- we believe everything is in -- is in
2 taste with the overall building. We do not believe it's
3 something that is, you know, an obscene departure from the
4 guidelines of the Code, the Sign Code. We feel like it
5 fits with this building. It does -- it provides a way
6 finding mechanism, it doesn't overly clutter, and it is,
7 you know, conducive to the remainder of the area.

8 So that's -- that is -- that is -- that's the
9 reason why we have the proposal, and we'd ask for your
10 consideration of at least this 80-square foot departure
11 from -- from -- from the -- from the 50-foot -- square
12 foot, which is, unfortunately, just dwarfed by the
13 building.

14 CHAIRMAN MADDEN: Any questions? Okay. Thank
15 you.

16 MR. GARRICK HAMILTON: Thank you.

17 CHAIRMAN MADDEN: Is there anybody in the
18 audience that wants to comment on this question? No.

19 Okay. That'll close -- after --

20 MR. LANGDON: Mr. Chair, if I could make a
21 comment, please.

22 CHAIRMAN MADDEN: Pardon me?

23 MR. LANGDON: If I could make a comment --

24 CHAIRMAN MADDEN: Sure.

25 MR. LANGDON: -- before you close the hearing.

1 I think that, you know, the sign is an important
2 element of any business location, and we certainly
3 appreciate that.

4 I think this is not entirely an esthetics
5 question though. That Sign Code, one of its key purposes
6 is to promote a degree of equity between properties, so
7 that there's consistency from one opportunity to the
8 other, as far as the advertising goes or the opportunity
9 to put up the sign.

10 I recognize that the Master Sign Plan opens
11 certain opportunities that other simpler locations don't
12 have. But that opportunity is supposed to be based on a
13 coordination of signs, a package, a theme, a need to
14 create an overall campus system of signage.

15 And, in my view, this site has nothing to do
16 with the overall campus sign package, and -- on that level
17 alone.

18 This is a key property for the campus, and we
19 certainly want it to be properly signed. But I don't want
20 this to turn into a discussion of simply the esthetics.

21 I think the present facade with the -- the wood
22 background to the sign can be rescaled. You can change
23 those shapes, and all of a sudden the sign doesn't look so
24 puny when you take it down to 50 square feet.

25 So, if you agree that with the applicant that --

1 that 80 is the right number, that 108 is too much or is
2 okay, then I would request some guidance from the
3 Commission in that regard.

4 But in providing that guidance, please remember
5 there's more to this than just how does the sign look on
6 the facade.

7 CHAIRMAN MADDEN: Yes, Dr. Barton.

8 MR. BARTON: Can we -- is there a way to
9 stipulate or provide verbiage that they would not put
10 signage in the windows?

11 I mean I would much rather see them have a
12 simple sign like this than something like Walgreens where
13 they have limited signage, but then they put these huge
14 signs up behind the glass, which I think are almost, you
15 know, certainly trying to, you know, work around and have
16 advertising in their own -- you know, I mean it's clearly
17 a work around -- around our restriction of signage. See
18 where I'm going, I guess.

19 MR. LANGDON: I have to look to the City
20 Attorney on that. I don't know if we can eliminate
21 something they're entitled to under the Sign Code.

22 MR. BARTON: Okay.

23 MR. LUMLEY: I mean we have limits on window
24 signs --

25 MR. LANGDON: Right.

1 MR. LUMLEY: Is it 25 percent?

2 CHAIRMAN MADDEN: 20.

3 MR. LUMLEY: 20 percent.

4 MR. LANGDON: Yeah, 20 percent, but can we take
5 away that opportunity entirely through an approval
6 condition?

7 MR. LUMLEY: I mean the Master Sign Plan is
8 supposed to have everything in it, right?

9 MR. LANGDON: That's true. So in that review
10 then that becomes part of the equation, yes.

11 CHAIRMAN MADDEN: My question is are we opening
12 a can of worms if we give them a bigger one and
13 everybody's going to start wanting a bigger one?

14 MR. LANGDON: Well, this is my concern about
15 basing it purely on esthetics, because every merchant
16 thinks their store would look better with a bigger sign.

17 MR. GARRICK HAMILTON: But there are -- I mean
18 this sign, if you look at the retail that is along this
19 drive, it's certainly not out of whack, even if the 80 --
20 or even the 100 square foot, in our opinion.

21 As Paul has rightly pointed out, a lot
22 of process -- or a lot of locations that want to have the
23 sign, the Dierbergs sign, especially their monument sign,
24 which is enormous, they had to go through a variance
25 process.

1 This Master Sign Plan allows us to go through
2 what would otherwise be through a variance process through
3 you and through the City Council. It allows the decision
4 to be made at this level, and that's why we would ask that
5 it be made here at this level as opposed to the variance
6 process.

7 MR. FARON: I mean this is --

8 CHAIRMAN MADDEN: Any discussion before we close
9 the --

10 MR. FARON: This is probably going to be a
11 continuance, I guess, along with the other agenda item. I
12 mean is there a way to kind of see what can be tweaked and
13 present again at our next meeting?

14 MR. GARRICK HAMILTON: Forgive me.

15 MR. FARON: For that --

16 MR. GARRICK HAMILTON: Where's the tweak that
17 you're looking for on the sign specifically?

18 MR. FARON: Well, I mean is there a way to --

19 MR. GARRICK HAMILTON: This is, obviously, a
20 corporate logo, that Fresh Market block letter is a
21 corporate logo --

22 MR. FARON: Oh, yeah, not that. I mean --

23 MR. GARRICK HAMILTON: You're respectful of
24 that?

25 MR. FARON: Yeah, definitely.

1 But with bumping out, maybe illuminating it, I
2 mean backlighting.

3 I don't know if there's options to minimize it
4 slightly. I mean maybe 50's not the right number, maybe
5 70 -- 70, I don't know, but I think you'll be back in
6 front of us again, and maybe there's an opportunity to --

7 MR. GARRICK HAMILTON: We will --

8 MR. FARON: -- make a stab at it and -- and see
9 if it maybe --

10 MR. GARRICK HAMILTON: For the record, this is
11 bumped out. It has backlighting --

12 MR. FARON: Okay.

13 MR. GARRICK HAMILTON: -- it's not material
14 illuminated; it's not boxed or anything along those lines.

15 MR. FARON: Okay. I'm seeing the green -- yeah,
16 I saw the green example and a few others, but, yeah, okay.

17 MR. HOWARD: Given the great variance between
18 the Sign Code as it exists and what you're proposing,
19 might be little more palatable if there were other changes
20 to the building.

21 I'd hate to suggest horsetrading, but this might
22 be a little more palatability if there were some other
23 things that made the building more appealing.

24 MR. GARRICK HAMILTON: Correct.

25 MR. FARON: I was going to mention that too. We

1 could tie together. Can we tie those together?

2 I was going to mention something similar to
3 that, but I didn't know if we can piggyback --

4 MR. HOWARD: I didn't say that.

5 MR. FARON: Want to jump on, but, yeah, it's in
6 a way --

7 MR. HOWARD: That's exactly what I did not say.

8 MR. GARRICK HAMILTON: What we are looking for
9 though as much guidance as you can. I appreciate that
10 guidance.

11 We would like to make the next appearance as we
12 have both this and the overall site plan is, quote,
13 unquote, administrative as possible, such that we can get
14 something in front of you that we know you guys are going
15 to be okay with. That's kind of our goal, at least with
16 this meeting, so if there's any further guidance that we
17 can have, we'd appreciate it.

18 MR. FARON: Have we ever -- what's a good
19 example of granting a variance for this, and when we've
20 done that, what sizes are we -- have we contemplated?

21 MR. LANGDON: The only specific variance I'm
22 aware of for a sign is the Dierbergs wall sign, which is,
23 I believe, about 300 square feet.

24 MR. FARON: At West Oak, right?

25 MR. LANGDON: At West Oak.

1 Otherwise, they have a common sign plan, which
2 is a process not even available anymore.

3 And then we have Master Sign Plans in the case
4 of City Place, obviously, there's the tower signs that are
5 much larger than 50 square feet, but certainly in scale
6 with the building. And really an identifier to the
7 campus, so that's where, I think, in fact, it's the one on
8 the front of the Master Sign Plan.

9 I mean it's what the Master Sign Plan is about.

10 Mercy Hospital is similar. The largest signs
11 are the ones that set the campus character, and then after
12 that everything is -- is fairly small.

13 So I think that's -- that's really -- the
14 objective here is to look at this as -- as a sign on an
15 important spot, an important location, but it's the sign
16 size that goes beyond this tenant, because it will stay
17 with the site, and has to be still in keeping with the --
18 the overall goals of the Sign Code, so what I think -- I'm
19 sorry, go ahead.

20 MR. PULLIUM: I didn't mean to cut you off. I
21 thought you were finished.

22 MR. LANGDON: I was just going to say what I
23 think I hear you saying is the 108 may be too much, but
24 not necessarily going all the way back to 50.

25 MR. PULLIUM: You mentioned equity earlier among

1 other signs of people --

2 MR. LANGDON: Yes.

3 MR. PULLIUM: -- businesses and merchants. This
4 property, this grocery store, is between two other stores,
5 Trader Joe's and Aldi's, is it not? Do those signs have
6 variances?

7 MR. LANGDON: No, sir.

8 MR. PULLIUM: They are up to code or within
9 code?

10 MR. LANGDON: Certainly Aldi's because it was
11 just done.

12 Trader Joe's was in before my tenure, so I can't
13 swear that -- or I would assume that it meets -- it was
14 approved per the Sign Code at the time.

15 MR. PULLIUM: I'll just be blunt, I've not heard
16 sufficient justification to grant any sort of variance
17 outside of what's called for.

18 MR. GARRICK HAMILTON: We would, obviously,
19 suggest that this signage, at least at the -- certainly at
20 the 80-foot level, is within the scale of the building, as
21 Mr. Langdon brought up in terms of the rest of campus, the
22 master sign and the scale of the building, which it
23 surrounds.

24 But then whether it's by horsetrading or
25 otherwise, we are being asked to turn the monument sign

1 that we have at the entrance to this campus, that is
2 something by right allowed under your Sign Code, to go
3 from a 30-square foot signage for our tenant at that
4 location down to what they'll have there is 9 -- about
5 9.6 square feet and forego 20 square feet to the City
6 Place itself.

7 I agree it's for the campus, but it is also part
8 of this gateway feature that the City is -- is looking
9 for, so our tenant is taking less out there. We would
10 like to be able to have them have a little bit more
11 prominence to the rear. So --

12 MR. FARON: Yeah.

13 MR. HOWARD: I think, as we've asked them to
14 reorient the building, that the way the building's falling
15 on the lot now, it almost has two fronts, and so I think
16 that you might want to think about it in terms similar to
17 that.

18 Insofar as you want to justify having some
19 additional signage, square footage.

20 It -- as you come down Olive, where this
21 building -- how this building will sit will have two
22 fronts.

23 MR. PULLIUM: Sure.

24 MR. HOWARD: And that's part of my concern with
25 having the truck bays covered because you'll be able to

1 see back there, and -- but before you see back there,
2 you'll see another front, and that's the front that has
3 the sidewalk coming out, I guess what is the --

4 MR. GARRICK HAMILTON: To be fair, I don't think
5 staff is asking for -- I think they're allowing us the
6 full -- the full signage square footage along each facade.
7 Because it is a corner lot, so it is permitted to have two
8 signs on the lot, so to be fair to staff, I don't believe
9 that that is the issue.

10 I think it's definitely trying to identify if it
11 fits into the campus, fits into the scalability.

12 MR. LANGDON: Yeah, the thing to remember
13 with -- with the signs, in this case, are that the ground
14 sign is -- would be permitted by right, if it were
15 stand-alone project, as would the two wall signs.

16 The issue is really about how large they are
17 and -- and then, you know, all those equity issues we
18 talked about, and remembering also, and I'll -- I said it
19 before, I'll say it again. This is not about the content
20 of the sign. This isn't necessarily permitting a whatever
21 square foot Fresh Market sign, because we can't regulate
22 the content of the sign. Could say Fresh Market today or
23 Bob's Supermarket tomorrow or New Balance Shoes. I mean
24 you don't really know. Same thing with the ground sign.
25 While they're investing a lot and creating a monument for

1 the campus, that name, City Place name, and the smaller
2 Fresh Market could be reversed in the future, because we
3 can't regulate the content, or it could say something
4 entirely different.

5 MR. FARON: Just a clarification.

6 On the Dierbergs sign, was that just -- the
7 reasoning behind that variance, was distance from Olive
8 probably? I mean just the setback was extensive, so
9 roughly I don't --

10 MR. GARRICK HAMILTON: I can set the building
11 back further if you want.

12 MR. FARON: I figured that's what --

13 MR. LANGDON: It's been some time since I --
14 it's been some time since I read the record of that
15 variance, I believe that was the primary reason, yes.

16 MR. FARON: Something like that. Okay. Thanks.

17 MR. GARRICK HAMILTON: We would ask for that
18 equity, you know, in consideration for this. I mean they
19 are a competitor of Dierbergs.

20 CHAIRMAN MADDEN: Okay. Well, first, want to
21 enter your exhibits?

22 MR. LUMLEY: We did that last time.

23 CHAIRMAN MADDEN: Last time.

24 Okay. That'll close the public hearing.

25 (The Public Hearing was closed.)

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



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**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-019 FOR SITE CONCEPT AND SITE DEVELOPMENT PLAN
APPROVAL OF A 25,490 SQ. FT. RETAIL GROCERY STORE, THE
FRESH MARKET**

FOR THE MEETING OF: Monday, August 19, 2013, 7:00 PM

LOCATION: 11557, 11561, 11563, & 11569 Olive Boulevard, located at the northeast corner of City Place Drive and Olive Boulevard (see attached map). The property is zoned "CB" Core Business District.

REQUEST: An application has been submitted to amend the City Place Commercial Designed Development Plan for the approval of a site concept and site development plan for "The Fresh Market," a 25,490 sq. ft. retail grocery store, located on the 2.218 acre vacant lot at the northeast corner of Olive Boulevard and City Place Drive.

ADDITIONAL INFORMATION: Ordinance #5316, approved by the City Council on August 12, 2013, allows the applicant to request an increase in the maximum 15-foot setbacks of the CB zoning district. The proposal relies on this provision for all three frontages the varying degrees.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Comp. Plan References

- Central Business District
- Design Guidelines

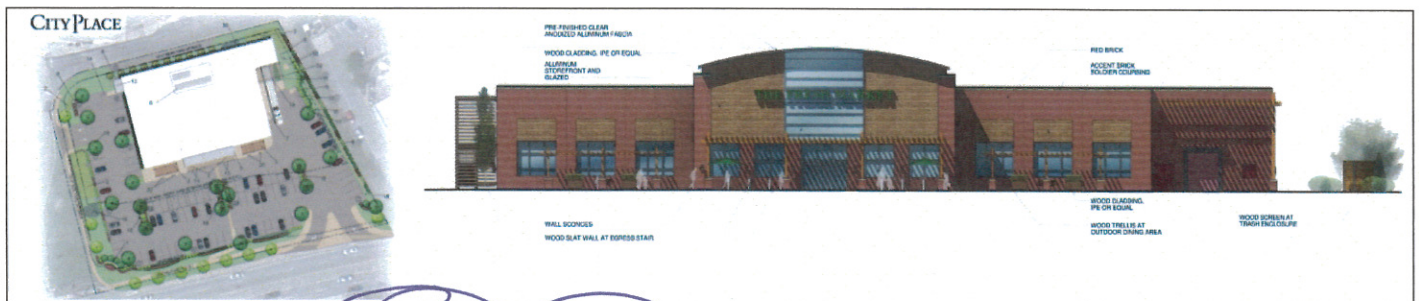
Zoning Code References

- Section 405.370: "CB" Core Business District
- Section 405.450(D): Commercial Designed Development Procedure
- Section 405.1080: Site Concept, Site Development, and Minor Site Plan Approval

APPLICANT: Megan Ridgeway
Arcturis
720 Olive Street Suite 200
St. Louis, MO 63101

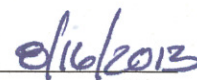
**PROPERTY
OWNER:**

CP North I, LLC
6 City Place Drive
Creve Coeur, MO 63141



REPORT PREPARED BY:


Paul Langdon, AICP
Community Development Director


Date

Attached: Applicant's materials, received August 9, 2013.

BACKGROUND AND ZONING REQUEST

The 2.218-acre subject property is located at the northeast corner of the intersection of Cityplace Drive and Olive Boulevard. This location is the designated “front door” to the CityPlace campus, although other vehicle entrances probably handle more traffic. The site was previously developed with a gas station and a McDonald’s restaurant. Both properties were purchased by The Koman Group and subsequently cleared. The combined properties were resubdivided into a single lot and that lot has remained a grass field for several years. In 2007, The Koman Group received site development plan approval for the “CityPlace North” project that included a four-story office and retail building and an attached four-story parking garage with retail tenants on the ground level, totaling 94,810 square feet. Unfortunately, they were unable to find sufficient occupants to justify construction. Despite receiving a one-year extension, the original approval has now lapsed and the property remains vacant.

The owner is now proceeding with a new concept where the site is developed with a single-tenant building and surface parking. The proposed tenant is “The Fresh Market” although the site is evaluated herein without particular regard for the tenant since the City should assume that the tenant will change at some point. The building covers a total of 25,490 square feet and the parking lot includes spaces for 105 vehicles, although five of those are arranged to be functionally connected with the adjacent CityPlace 6 office tower. The building and parking also allow for a truck court with a “dock-height” loading dock, trash compactor and a recycling storage area. As shown on the attached plans, the building is located at the north edge of the property with the front facing south toward Olive Boulevard. The front setback from Olive Boulevard is approximately 111 feet, assuming an anticipated right-of-way dedication to the Missouri Department of Transportation (MoDOT). The setbacks from Cityplace Drive on the west and north are approximately 80 feet and 18 feet, respectively. The east setback, from the property line shared with McDonald’s, is approximately 17 feet. The loading dock is located on the northeast corner of the building and also faces south toward Olive Boulevard. The landscape is primarily around the outside of the site with the monument sign and most of the stormwater management structures along the Cityplace Drive frontage, extending down to the corner at Olive Boulevard. Access to the site is via a right-in, right-out driveway on Olive Boulevard and a full access off Cityplace Drive.

The building will be constructed using tilt-up panels, inlaid with brick. Wood trellises in various forms are used on the building façade for decoration, as well as elevated over two patio areas in front of the store. The front is marked by an over-sized entrance feature that extends above the roof-line but does not extend past the front of the primary structure. The sides and rear are similarly treated with scone lighting and the aforementioned decorative trellises. There are no windows on the sides and rear but an exterior stair is located on the northwest corner of the building. It too is enclosed with a wood trellis or slat system.

Approval of this project requires:

- Approval of an amended site concept plan for the entire CityPlace campus as required under the Commercial Designed Development (CDD) procedures.
- Approval of a site development plan for this particular site.
- Approval of an amendment to the CityPlace Master Signage Plan to accommodate the proposed building and monument signs. Note that this particular element is addressed under a separate application (Application #13-018).

All of these elements will require a recommendation from the Planning and Zoning Commission to be forwarded to the City Council for final approval.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Office building	“CB” Core Business	Cityplace Drive
South	Pharmacy, medical office	“CB” Core Business	Olive Boulevard
East	Drive-through restaurant	“CB” Core Business	N/A
West	Inline retail/office	“CB” Core Business	Cityplace Drive

COMPREHENSIVE PLAN REVIEW

Whether one is evaluating the CDD amendment or the site development plan, agreement with the Comprehensive Plan is a key finding for approval. The Plan provides the subjective guidance and interpretation needed to properly answer the other findings of those approval processes. Even during the review of the now-defunct Cityplace North project, the Comprehensive Plan policies for this site played a significant role.

Overall Goals and Strategies

The primary focus of the overall goals and strategies is the desire to ensure that every project fit into the overall fabric of the city that is envisioned by the plan. As a low-rise, commercial development on a commercial site, the broadest goals are generally met. The remaining concerns apply more to specific site improvements, to wit:

Community Health and Connectivity

2. Create a linear “green-line” park along Olive Boulevard connecting the Central Business District and other activity nodes. This feature will be developed primarily through additional landscaping and streetscaping, preservation of existing trees, and construction of sidewalks, with only such limited land acquisition as is necessary to fill in missing links. (p.22)
3. Require new commercial, institutional, and multi-family development or redevelopment to include public amenities such as pedestrian connections, bicycle facilities, public seating/gathering areas, and open space, as appropriate. (p.22)

Community Image and Identity

1. Improve the quality of commercial development by strengthening the Design Guidelines to provide more detailed guidance regarding building orientation, connectivity, and compatibility with adjacent residential development, as well as illustrations of desired development patterns. (p.23)
3. Develop a system of gateway features at various locations, including entrances to the City and key locations that serve as defining points within the City. (p.23)
6. Implement streetscape improvements along major streets and gateways. (p.23)
9. Encourage public arts throughout the community. (p.23)

Transportation and Movement

1. Reduce traffic congestion on major arterials. (p.24)
16. Implement lane, signal, and other physical improvement to improve traffic flow and mitigate local congestion issues. (p.25)

As has become typical for redevelopments along Olive Boulevard, the provision of an elaborate and pedestrian-friendly landscape (the “green line park” approach) and the provision of street improvements to Cityplace Drive where the right-of-way is currently substandard are significant concerns. The landscape along all three frontages is perimeter planting only; it does not engage pedestrians and is effectively two-dimensional. It lacks depth along the ground plane and the corner elements are underscaled for the both the size of the site and the breadth of the adjacent rights-of-way. Further, the landscape along the north frontage is sparse and requires more attention to both visual impact and detail. Positive aspects are that the planting within the parking lot is effective, the pedestrian connection through the parking lot is efficient and safe and the proposed plant materials are appropriate in type.

The corner location at the entrance to the CityPlace campus lends itself to the concept of a campus-gateway feature, since the notion of a city-gateway would be out of place here. With a fuller landscape along the frontage, including the use of built features or public sculpture, these goals could be satisfied without compromising the functioning of the applicant’s use. The Planning Commission should require these features to be specifically identified on the site and landscape plans prior to approval.

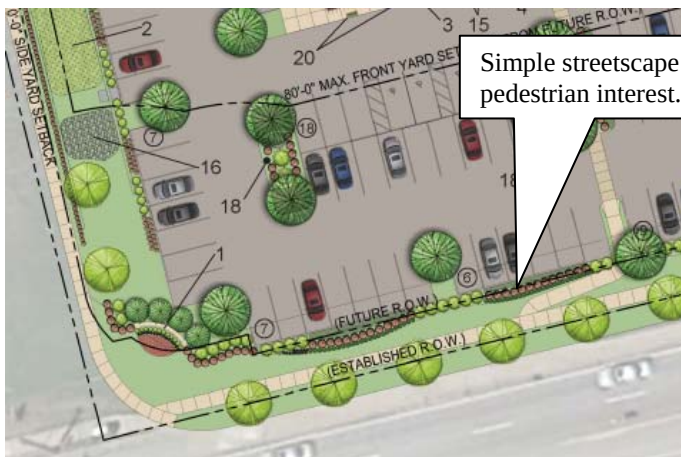


Figure 1. Note small corner element (“1”) that recedes into the landscape rather than serving as a gateway feature that augments the pedestrian space.

The applicant is already proposing a right-turn lane on Cityplace Drive, which is a significant feature that the Planning Commission should welcome since Cityplace Drive sees substantial confusion during peak times, especially the midday (lunch) rush. An additional lane will help separate motorists with different destinations and this helps reduce confusion.

Central Business District

While the majority of the goals under this chapter of the Comprehensive Plan relate to the larger development potential south of Olive Boulevard, the Central Business District does include the subject property and there is one key statement in the “Vision” for the area and three key goals:

Vision

“The area north of Olive Boulevard will continue to be developed with a mix of high-quality office and retail uses anchored by a completed CityPlace development to serve as a complement to the portion of the Central Business District south of Olive Boulevard.” (p.81)

Residential Preservation and Economic Development

1. In the area north of Olive Boulevard, encourage a continuation of the master-planned CityPlace development. Adjacent developments should incorporate design elements, cross-access easements, pedestrian connections, and mixed uses. (p.80)
5. All new development or redevelopment of non-residential uses should comply with the City of Creve Coeur Design Guidelines. Orient buildings toward Olive Boulevard in a consistent fashion, with parking encouraged to the sides or rear of buildings. Revamp the Design Guidelines to provide more detailed guidance regarding building orientation, connectivity, and compatibility with adjacent residential development and illustrations of desired development patterns. (p.81)

Community Health and Connectivity

4. Improve the appearance of Olive Boulevard through streetscape improvements related to pedestrian facilities, landscaped medians, and other public amenities such as seating areas. (p.83)

Key Property Recommendations; Central Business District 3

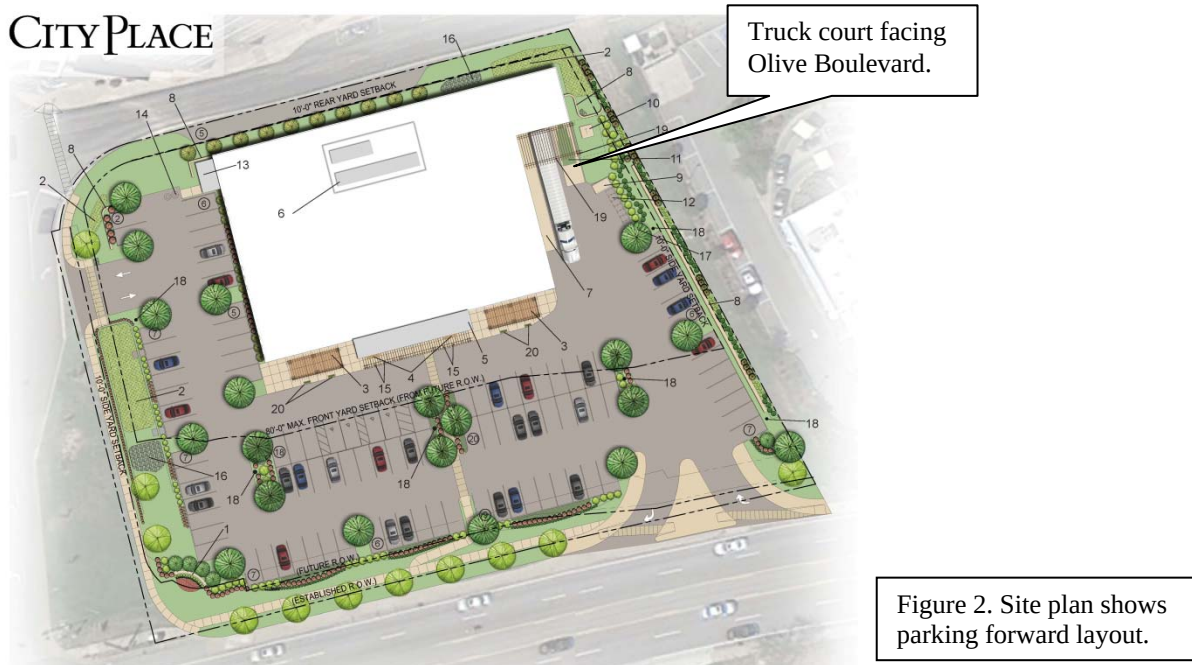
...Redevelopment of the area east of CityPlace Drive and west of Craig Road is likely and should be encouraged. Such redevelopment should require lot consolidations, fewer curbcuts onto Olive, more right in/right out movements, and the construction of an additional vehicular and pedestrian connection between West Oak and the CityPlace development.

...Olive Boulevard streetscape improvements and burial of the overhead utility lines could be a major asset and should be encouraged and supported by the City through various options. Cross access should be encouraged and coordinated whenever possible. In addition, the Olive/Old Ballas/CityPlace intersection should be improved to accommodate vehicular movements as well as facilitate pedestrians across Olive at this point. (p.88)

The applicant has assisted, significantly, in the undergrounding of some utilities along Olive Boulevard including the subject property. They are also proposing the full level of traffic improvements indicated by the defunct Olive Boulevard TDD and their own traffic assessment prepared for this project. Cross-access is not provided to the adjacent development, although it is likely that Cityplace Drive provides the same function and it would be difficult to locate a cross-access drive into the completed McDonald's property.

Where this proposal breaks significantly from the goals of the Comprehensive Plan is the site layout. The Plan reflects what is well documented through-out planning literature: parking lot dominated sites are not pedestrian friendly and serve to divide a neighborhood instead of unifying it or even helping properties complement each other. Not only does the rearward position of the proposed building lead to the parking-forward layout, but it also presses the building into the space that could be used to more effectively connect this site with the east-west portion of Cityplace

Drive. It does not meet with the economic development goal #5 recited above and does not follow the Design Guidelines (see below). The overall lack of distinctive streetscape improvements beyond street trees and a row of shrubs is already documented above. Staff encourage the Planning Commission to work with the applicant on reworking the site plan and, especially, the location of the building and landscape along the streets.



PEDESTRIAN PLAN REVIEW

The Pedestrian Plan again emphasizes that all projects for new construction have the responsibility to install sidewalks and crosswalks meeting the requirements of the City (Intro-7). In this area, that is a minimum six-foot sidewalk along all streets and full signalized cross-walks at the intersection of Olive Boulevard and Cityplace Drive. The applicant's plans show five-foot sidewalks on Olive Boulevard and the north-south portion of Cityplace Drive only and no comments regarding the crosswalks over the adjacent intersections. The proposed ramp configuration from the sidewalk to the lowered parking lot (which is beneficial in meeting the parking lot screening requirement) utilizes a weak design approach by merging with the main sidewalk at a narrow angle (see Figure 1, above). Proper 90-degree turns and landings should be utilized. Lastly, it is not clear from the drawings how the sidewalk will be preserved in the event Olive Boulevard is widened as is suggested by the "Future R.O.W." designation. Ideally, all of the improvements, save for turf, should be able to remain intact so materials are not wasted and mature trees are not lost. This is the same approach used for the nearby CVS, St. Luke's and Plaza Jaguar plans.

In general, the Commission should require adherence to the Pedestrian Plan on all frontages, even in the event of predictable road widenings. The sidewalk designs should be detached from the curbs and integrated from the adjacent landscapes to improve the pedestrian orientation and overall appearance, and the crosswalks should be shown to be maintained or, in the case of the Cityplace Drive crosswalk, completely replaced with modern equipment that meets or exceeds the Pedestrian Plan recommendations.

DESIGN GUIDELINES REVIEW

The design guidelines provide specific design objectives applicable to all new construction within the City of Creve Coeur. Satisfying these guidelines is an important expectation of the Comprehensive Plan and always a matter of review with every proposal before the City. To clarify the analysis, the following review is broken into the same sections as the guidelines, and only summaries are provided.

Site Layout

Physical Features and Site Relationships

The following guidelines are important to this proposal:

1. Design site improvements to minimize changes to existing topography when possible. Topography and existing vegetation should be utilized for screening, buffering and transition of uses and developments when practical. Avoid massive grading to create flat building "pads" and avoid abrupt or unnatural appearing grading design. Blend grading with the contours of adjacent properties and round proposed cut and fill slopes, both horizontally and vertically.
3. Size, design, and orientation of buildings should be sensitive to existing terrain, existing buildings, and the surrounding area. Design outdoor spaces to be sensitive to views, climate, solar angles, and the nature of outdoor activities that could occur in conjunction with the project.
5. Unattractive project elements such as delivery zones, storage areas, trash enclosures, transformers, generators and similar features should be sited in areas which are generally not visible to the public or must also be screened from view.

The proposed design generally flows with the down-sloping site until the store pad forces the use of an extended foundation to compensate for the steeper drop-off in the northern quarter of the property. While this is necessary to keep the building from looking like it is in a hole, it amplifies the "back-of-house" appearance of the north wall and further degrades the already poor pedestrian environment there.

The southern exposure of the front doors and the truck court will ensure that those areas are extremely hot. The lattices will help with the pedestrian area out front, but the heat will exacerbate the odors typical to compactors and trash storage. Indeed, just facing the truck court to the south, toward Olive Boulevard, is contrary to the guidelines. What would improve all of these factors would be rotating the building counter-clockwise 90 degrees and moving it to the southwest corner of the site. This would also address the aforementioned Comprehensive Plan goal that states, in part, "...Orient buildings toward Olive Boulevard in a consistent fashion, with parking encouraged to the sides or rear of buildings." (p.81)

Streetscape/Pedestrian Orientation

Addressing the various concerns of the Comprehensive and Pedestrian Plans, and the Design Guidelines already discussed above, will generally satisfy these guidelines as well. The creative and pedestrian-friendly design of all sidewalks and outdoor spaces, approachable building design on all viewable sides and the use of amenities such as covered plazas, seating areas, and outdoor dining areas are all encouraged. The freestanding trellises in front of the building are effective and attractive although the trellis along the actual entrance area seems shallow and forced along the

front rather than having the room to actually create an outdoor entrance room for the building. The Planning Commission should consider if there is a means of bringing those elements out from the building and out to the street including, perhaps, through integration with the corner monument. A further concern is the design of the stormwater management structure along Cityplace Drive. While it is presumed to be largely a planted area, there is no indication of how this area will be planted in a way that meets both the requirements of the Metropolitan St. Louis Sewer District (MSD) and the Design Guidelines.

Pedestrian and Vehicular Circulation

The primary interests with this category of guidelines are the following:

2. Pedestrian access routes should be buffered from the street, vehicular traffic and parking areas. The use of greenspace and landscaping is a recommended buffering element. Pedestrian amenities such as benches, pergolas, gazebos and water features along pedestrian access routes are strongly encouraged however, they should not conflict with visibility of or access to storefronts.
3. Access, general circulation, separation of pedestrian and vehicular traffic, and design of parking areas should be safe and convenient, while not detracting from the design of the building and adjacent properties. Direct access from the street and from parking areas to the principal structure should be provided.
4. Circulation systems should be designed to avoid conflicts between vehicular, bicycle and pedestrian traffic. Pedestrian circulation should take precedence over vehicular circulation. In order to emphasize conflict points and improve pedestrian safety and visibility, the use of textured or tinted materials for pedestrian crossings should be utilized where pedestrian circulation paths cross a vehicular route.

The sidewalk connection from the street does sit within the landscape islands as much as possible and there is decorative planting along the path for increased interest. Distinctive paving is also utilized for the entire route. Again, use of the trellis system or pergolas could be an effective means of tying the various parts of the site together through a common pedestrian amenity. The customer vehicular access is logical, although the suggested path for delivery transport trucks seems challenging and leaves the parked truck visible from Olive Boulevard. Trucks emptying the compactor and the cardboard storage will also do so in plain sight of Olive Boulevard.

Buildings

General Architectural Guidelines

The proposed building does have the strong sense of entry on the front façade encouraged by the guidelines but, contrary to this set of guidelines, the building has long wall planes and it is only a single-story, single-use building. The use of the wood trellises does provide some interest through the change in texture and casting of shadows, but they are generally applied on a building-size scale. As suggested above, the further integration of this design element, or motif, in a variety of locations, especially those where pedestrian scale is dominant, will further satisfy these guidelines.

Scale

Similar to the preceding subsection, the scale of the building is reasonable for the larger setting, although it will be somewhat dwarfed by the CityPlace 6 tower behind it. As before, the execution of pedestrian scale details in the appropriate areas is not evident in the plans and should be explored by the Commission.

Design

This set of guidelines repeats many of the themes expressed above and, again, it is important to restate the need for more articulation in the building, both over the length of all of its long walls, and towards the base of those walls where they have value to the pedestrian. The wood trellises are an interesting feature that should be utilized at a greater variety of locations and scales. One point of discussion that is new is the following:

9. Building elements, such as parapet walls, penthouses or screen walls should be treated as an integral part of the architecture, incorporating similar design, detail and materials as the primary structure. All rooftop equipment, including, but not limited to, satellite and other telecommunication equipment, air handling units, elevator equipment, cooling towers and exhaust fans are to be screened from view. Building screens should be part of the architectural design with similar detailing and materials and not appear as add-ons.

The proposed building does have a large screen wall on the roof surrounding the mechanical equipment. The proposed screen is aligned with the front façade treatment and made of the same wood material used elsewhere for the trellis elements. This is a good choice of material and general alignment, although a true articulation with the front façade would better conceal the location of the equipment and more effectively address the purposes of this guideline.

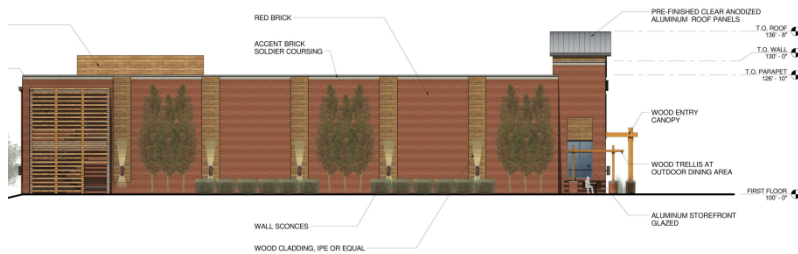


Figure 3. Note how front façade treatment (right side of image) and the roof-top mechanical screen appear as appendages to the main structure rather than integrated into the structure.

Relationship to Neighboring Development

The building materials have been chosen for compatibility with the surrounding structures although the single-tenant nature of this building and the underlying warehouse style construction (tilt-up box) are not in keeping with the nearby structures and not supported by the design guidelines. The added elements have improved the overall interest of the building to help give it a similar degree of visual appeal as the surrounding buildings (see Figure 3 above), but the receding location and the dominance of the parking lot will tend to foil whatever presence the building itself might have.

Materials/Colors

The use of inlaid brick and wood detailing is consistent with the quality materials objectives, with the various caveats discussed above. The design of the front façade element is somewhat “thin” as it does not extend back past the front of the main box (see Figure 3 above). Given the otherwise simple box nature of the structure, staff suggest that the Commission discuss this element further with the applicant. Even a modest extension of the entrance roof back over the main roof would improve the conformance with these guidelines.

Building Services

As discussed above, the truck court (which includes the loading dock, compactor and cardboard storage) is open to the Olive Boulevard frontage and is not compatible with a variety of design guidelines including the following:

1. Services and trash or utility areas should be positioned to minimize view and visual impact. Building equipment and utilities are to be located, designed and/or screened to minimize visual impact on public streets, surface parking lots and neighboring properties.
2. In large commercial developments, service and loading areas should be separated from main circulation and parking areas and away from public streets.

The applicant is attempting to develop a variety of screening methods to address this concern. While they may achieve some level of camouflage for the truck court, the only true solution is the one mentioned earlier wherein the building is turned and repositioned so that the truck court faces east, away from all streets.

Landscape Design

As discussed earlier, the landscape has some effective plant materials and is at least present in the right locations. What it lacks is scale and depth to properly complement the building and parking and to provide a level of pedestrian interest commensurate with these guidelines.

Miscellaneous

Signage

The applicant's proposal shows one building sign and one monument sign that is also an entry monument into the Cityplace campus. Although these require amendments to the Cityplace Master Signage Plan and are explored in greater detail in Application #13-018, it is worth noting again that the monument sign stands at a location that could be better utilized as a campus entry monument and possible pedestrian amenity rather than simply being a multi-tenant advertising sign as currently proposed.

Lighting/Utilities/Stormwater Drainage/Energy Conservation/Screening

All of these items are essentially performance issues, some of which have not been defined on the proposed drawings. One feature of note, however, is the proposal to use scone lighting on the walls to highlight the wood detailing. Also of note, though, is the aforementioned lack of detail in the design of the stormwater structures to give them value in the designed landscape rather than simply being utilitarian in nature. The Planning Commission should request more detailed design studies of these structures.

Parking

Key parking guidelines that are applicable to the proposal are:

1. The design of off-street parking areas should limit vast open areas of asphalt parking spaces, especially in the front of commercial buildings. Parking lots need t be broken up into small palatable spaces interconnected by landscaped pedestrian linkages. These linkages should be separate pedestrian walkways buffered with landscaping.

2. Parking areas located to the side or rear of commercial buildings are encouraged and where possible, on-street parking areas are desirable.
4. Parking design should minimize glare, reflection and the visual impact of a large number of cars. Decorative elements, such as fences and walls, wall extensions, planting or topographic features should be utilized to screen parking and loading areas.
6. A landscaped separation should be used between parking areas and buildings to create a visual landscaped foreground for buildings. (p.19)

As cited above, many design guidelines, including these, would be better satisfied by moving the building forward and placing all of the parking to the side and rear of the building. Aside from that issue, the applicant has provided a number of landscaped islands within the parking to divide up the asphalt areas and provide some shade. The proposed front trellises begin to create the separation between the parking lot and building that is advocated but, as is suggested above, they suffer from the same lack of depth as the perimeter landscape plantings which gives them an appearance of artifice that works against what could be a more pleasing and effective feature of the site.

ZONING CODE REVIEW

Commercial Design Development (CDD)

The proposed grocery store tenant is a permitted use, so the primary review for this project centers around the design issues discussed above. Under the CDD procedures, however, the setbacks, site coverage and floor area ratio (FAR) for an individual site may be increased as long as the overall CDD area conforms to the underlying district requirements.

The applicant is requesting that the maximum front setbacks be increased on all three frontages due to functional limitations of the site. Staff believe that the building can be slightly modified but completely repositioned at the southwest corner of the site and still maintain the same vehicle access and parking quantity. As such, it is suggested that the Planning Commission request further documentation supporting the request versus a layout that more closely conforms to the Comprehensive Plan, Design Guidelines, and Zoning Code regulations.

The applicant is also asking to increase the overall campus site coverage from 66% to 70%. This requires the approval of an additional site coverage bonus under Section 405.370.E.3.b of the Zoning Code. Currently, staff do not perceive any “special or outstanding landscape and site planning features” that would appear to warrant the additional site coverage bonus. The dedication of right-of-way could be accepted as justification, but the Planning Commission and City Council have generally expected additional, visual improvements as well since Section 400.020 already provides some redress to property owners who voluntarily dedicate some of their property for public right-of-way. Again, the members of the Planning Commission should request further documentation justifying this request.

Another concern under the CDD provision is the tree conservation requirement. Section 405.450.D.4 states:

4. Tree conservation. Any development proposed as a commercial designed development shall provide for the conservation of existing trees and existing tree masses on the site. The percentage of trees and tree masses preserved during development shall exceed the minimum standards of the subdivision regulations (shall exceed twenty-five percent (25%) of the existing trees and twenty-five percent (25%) of the existing tree mass areas).

The applicant's tree removal and remediation plan shows all of the existing trees being removed and replaced with a greater quantity of trees, measured in caliper inches. Again, it is not clear how this conforms with the Zoning Code provisions and further discussion should be had with the applicant in this regard.

SUMMARY AND CONCLUSION

The proposed development represents an important investment into a key property within the city. The applicant has also made a number of revisions to the plan, in concert with the comments staff has been providing. However, a number of significant breaks from the remain and the Planning Commission should not forward a recommendation to the City Council until they are satisfied with the following issues:

- Further evidence must be provided that demonstrates why the building must be placed at the north edge of the site with the truck court facing Olive Boulevard.
- The front façade of the building is thin and not integrated into the main part of the building except through the application of surface materials.
- The sides and rear of the building are, effectively, long flat walls and should show more variation in depth and line.
- The use of materials is promising but needs to be carried throughout all scales of design and all portions of the site.
- The sidewalks are too narrow and there is no evidence that the pedestrian environment will be preserved in the event of a road widening on Olive Boulevard.
- There is no sidewalk along the south side of the east-west segment of Cityplace Drive.
- There is no evidence of pedestrian scale design along the north frontage and there is not enough elsewhere on the site.
- The monument sign is cluttered and ineffective as a gateway into the campus and as a design element helping to unify the site.
- The landscape is inconsistent in its design and does not reflect the "green line park" approach provided on other sites.
- The stormwater management structures are not fully designed but are placed directly into the key landscape areas; they must be moved closer to final design to evaluate their conformance with City goals and regulations.
- The justification for the increased site coverage is not enunciated.
- Compliance with the tree preservation requirements for CDD approval is not demonstrated.

ACTION

The Planning and Zoning Commission should not take any action on a recommendation for this application until all issues have been addressed. A motion to continue the discussion to a future meeting is required, however. (see below)

MOTION

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

“I move to continue Application #13-019 to the meeting of September 3rd, 2013, to allow the applicant time to address the concerns of the members of the Planning Commission and staff.”

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING PEDESTRIAN PLAN AND DESIGN GUIDELINES

Included and attached by reference.

APPENDIX 2: ZONING CODE

Included and attached by reference.

APPENDIX 3: AERIAL MAP OF SUBJECT PROPERTY



CITY PLACE



PROPOSED ONE-STORY STRUCTURE

22,100 SF MAIN FLOOR
3,390 SF MEZZANINE
25,490 GSF TOTAL, 37' HIGH

SITE PARKING:

102 SPACES REQUIRED (4 SPACES PER 1,000 SF)
100 SPACES PROVIDED (INCLUDING 5 ACCESSIBLE SPACES)
5 ADDITIONAL PARALLEL SPACES PROVIDED AT NORTH EDGE OF SITE

SITE COVERAGE:

TOTAL SITE AREA = 2.22 ACRES
VEHICLE/SURFACE/BUILDING AREA = 1.63 ACRES
COVERAGE AREA = 70% PER CAMPUS OVERLAY

SETBACKS:

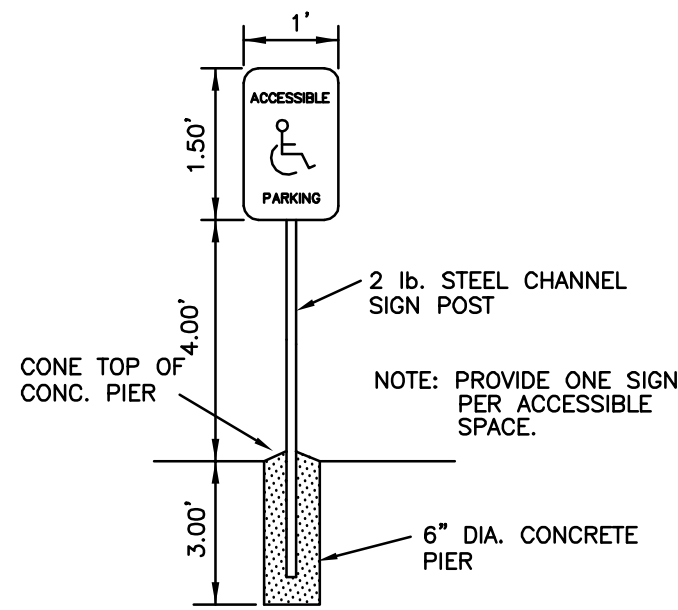
FRONT = 80'-0" MAX.; 104'-0" PROVIDED
SIDES = 10'-0"; 10'-0" PROVIDED
REAR = 10'-0"; 10'-0" PROVIDED

PLAN KEY:

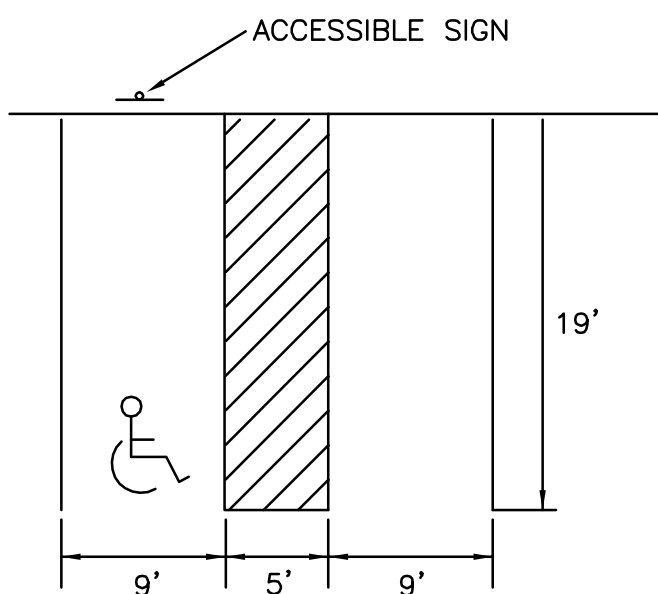
- 1. MONUMENT SIGN
- 2. BIORETENTION AREA
- 3. TRELLIS-COVERED SEATING AREA
- 4. PRODUCE STANDS
- 5. ENTRY VESTIBULE
- 6. SCREENED ROOFTOP EQUIPMENT
- 7. DOCK RAMP
- 8. RETAINING WALL
- 9. GREASE CONTAINER PAD
- 10. TRANSFORMER PAD
- 11. TRASH COMPACTOR
- 12. CARDBOARD STORAGE
- 13. COVERED EGRESS STAIR
- 14. GREASE INTERCEPTOR
- 15. LIGHT BOLLARDS
- 16. FOREBAY
- 17. WOOD SCREEN WALL ASSEMBLY
- 18. LIGHT POLE
- 19. TRELLIS STRUCTURE
- 20. PLANTERS

A SITE DEVELOPMENT PLAN FOR: CITYPLACE VII - THE FRESH MARKET

A TRACT OF LAND BEING PART OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3,
TOWNSHIP 45 NORTH, RANGE 5 EAST,
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



ACCESSIBLE PARKING SIGN DETAIL



PARKING STALL DETAILS

PERTINENT DATA

EXISTING ZONING: CORE BUSINESS DISTRICT
PROPOSED ZONING: CORE BUSINESS DISTRICT
SCHOOL DISTRICT: PARKWAY
FIRE DISTRICT: CREVE COEUR FIRE PROTECTION DISTRICT
PHONE: (314) 432-5570
SEWER SERVICE: METROPOLITAN ST. LOUIS SEWER DISTRICT
PHONE: (314) 768-6272
WATER SERVICE: MISSOURI AMERICAN WATER CO.
PHONE: (636) 938-6655
GAS SERVICE: LACLEDE GAS COMPANY
PHONE: (636) 723-0494/(636) 946-6170
ELECTRIC SERVICE: AMEREN UE
PHONE: (636) 639-8311
WATERSHED: CREVE COEUR CREEK
FEMA FLOOD PANEL MAP: MAP # 29189C0162 H, DATE: AUG. 2, 1995

BUILDING AREA

GROCERY STORE 22,100 SF
SITE AREA 96,595 SF
F.A.R. = 22,100 SF/96,595 SF = 0.23

SETBACKS REQUIRED

FRONT 80' (MAXIMUM)
SIDES 10'
REAR 10'

PARKING REQUIRED

GROCERY STORE - 4/1000 SF GROSS FLOOR AREA
TOTAL REQUIRED PARKING 102 PS
TOTAL PROVIDED PARKING 105 PS
PROVIDED PARKING (FRESH MARKET) 100 PS
PROVIDED PARKING (CITY PLACE DRIVE) 5 PS
TOTAL REQUIRED ACCESSIBLE PARKING 5 PS
TOTAL PROVIDED ACCESSIBLE PARKING 5 PS

COVERAGE AREA

VEHICLE SURFACE/BUILDING AREA* = 25.26 AC. 26.89 AC.
TOTAL SITE AREA* = 38.44 AC. 38.44 AC.
COVERAGE AREA* = 66% 70%
* CALCULATIONS INCLUDE ENTIRE CITY PLACE SUBDIVISION

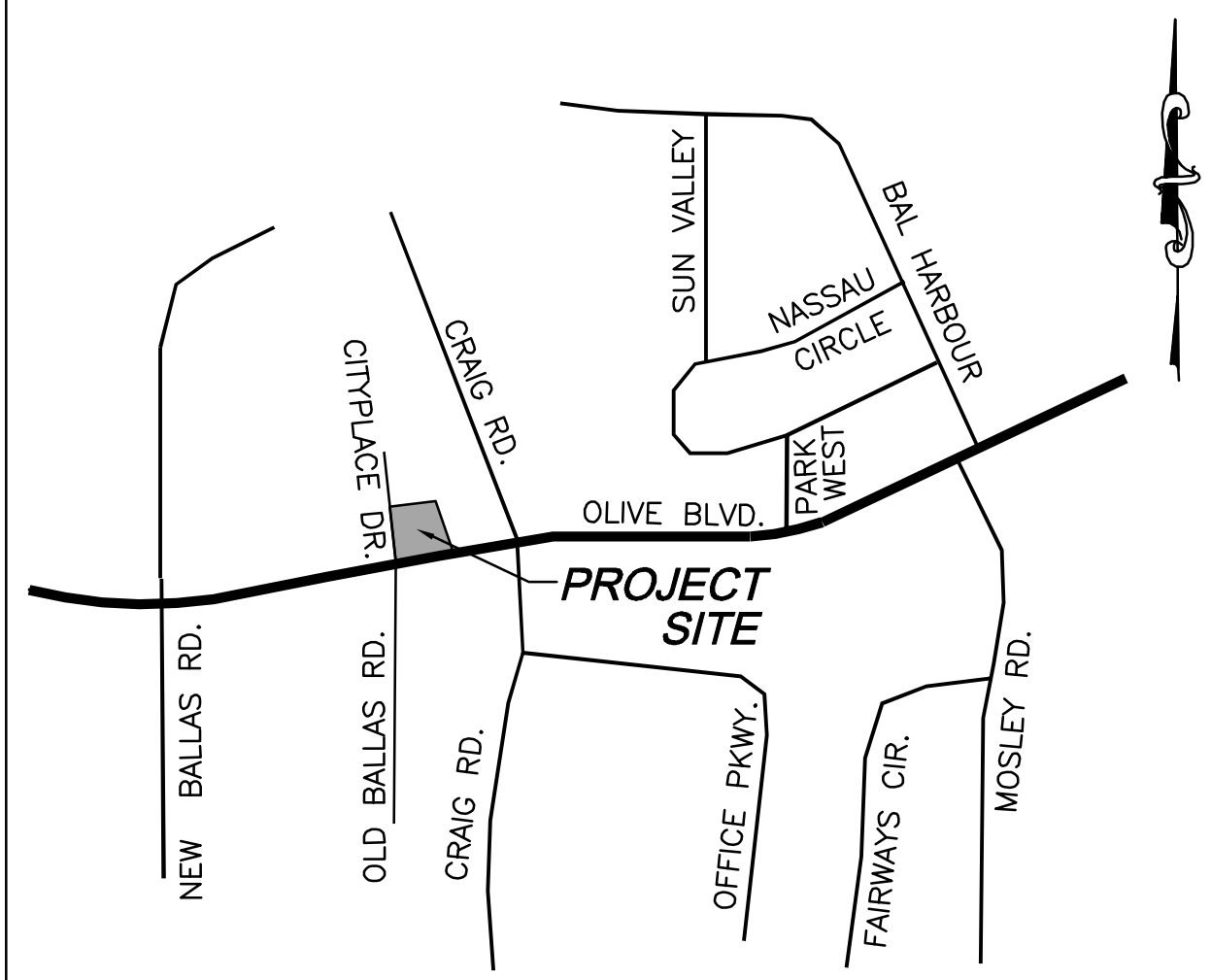
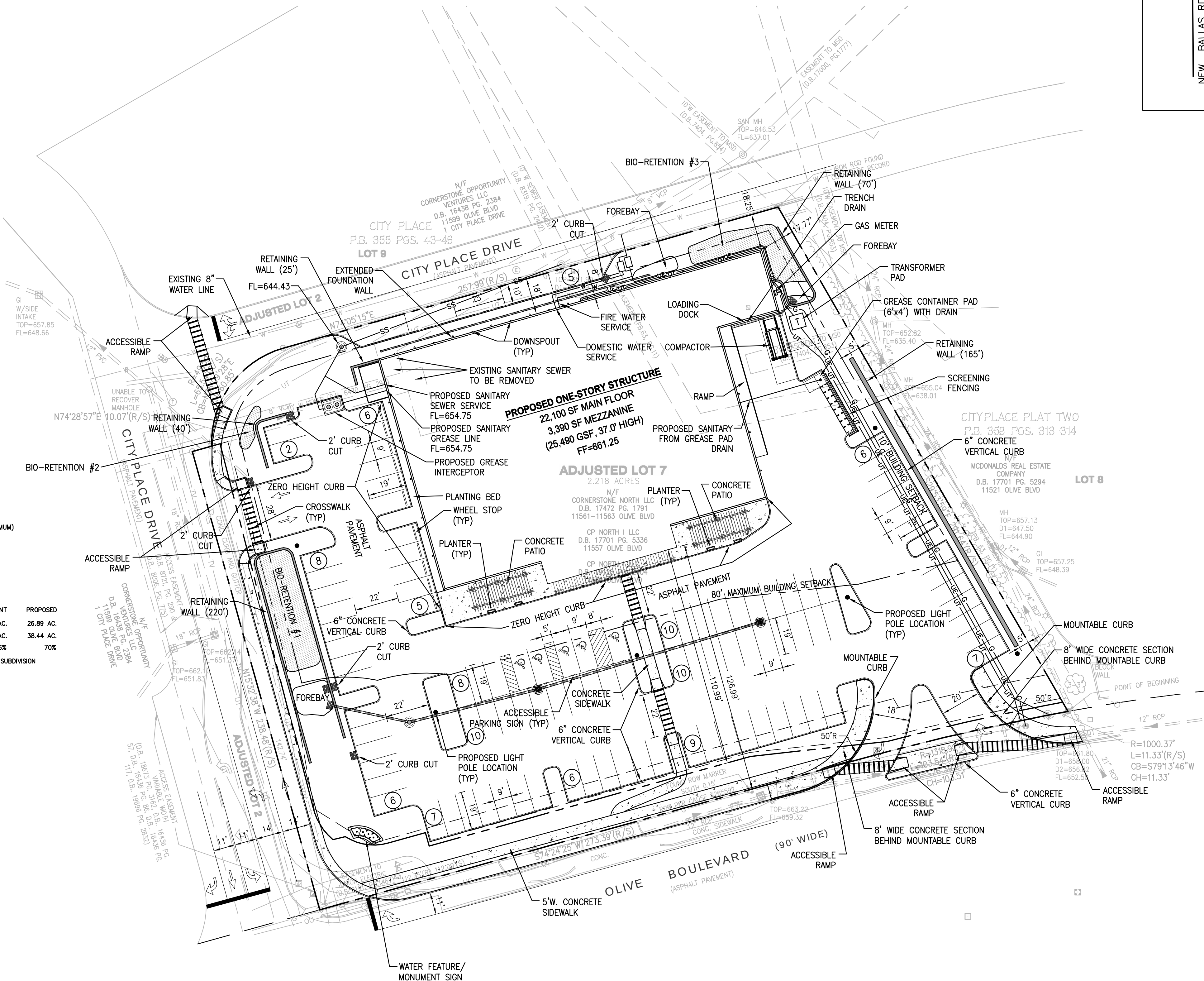
PRELIMINARY STORM CALCULATIONS

PREDEVELOPED SITE:
GRASS AREA = 2.20 AC.
HARD SURFACE/BUILDING AREA = 0.02 AC.
TOTAL = 2.22 AC.
STORM FLOW = $1.70 \times 2.20 \text{ AC.} + 3.54 \times 0.02 \text{ AC.} = 3.81 \text{ CFS}$

DEVELOPED SITE:
GRASS AREA = 0.43 AC.
HARD SURFACE/BUILDING AREA = 1.79 AC.
TOTAL = 2.22 AC.
STORM FLOW = $1.70 \times 0.43 \text{ AC.} + 3.54 \times 1.79 \text{ AC.} = 7.07 \text{ CFS}$
(REQUIRED STORM WATER DETENTION IS PROVIDED BY EXISTING LAKE)
(REQUIRED STORM WATER QUALITY MEASURES ARE SHOWN ON PLAN)

GENERAL NOTES

- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D. AND THE CITY OF CREVE COEUR, MISSOURI.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT.
- NO STEP ALLOWED AT ACCESSIBLE ENTRANCE DOORS.
- A.D.A. RAMPS SHALL BE CONSTRUCTED AT ALL ENTRANCES.
- LIGHTING AND SIGNAGE SHALL BE IN COMPLIANCE WITH THE APPROPRIATE CITY ORDINANCES(S) AND GUIDELINES(S).
- BE ADVISED, ALL ENERGY AND TELEPHONE DISTRIBUTION LINES SHALL BE INSTALLED UNDERGROUND.
- SUBJECT PROPERTY LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY AND INCORPORATED AREAS PER COMMUNITY PANEL NO. 29189C0162 H WITH AN EFFECTIVE DATE OF AUGUST 2, 1995.
- ALL EXISTING SURFACE IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT TO BE REMOVED.
- OLIVE BOULEVARD ROAD IMPROVEMENTS SHOWN ON THIS PLAN BY CBB ENGINEERING, DATED 9/27/05, ARE FOR INFORMATION ONLY.



LOCATION MAP
N.T.S.

INDEX

- C0.1 SITE DEVELOPMENT PLAN
- C0.2 GRADING AND DRAINAGE PLAN
- C0.3 SITE CROSS SECTIONS
- C0.4 AUTOTURN EXHIBIT

LEGEND

- 000--- EXIST. CONTOUR
- 000--- PROP. CONTOUR
- 662.70--- ASSUMED SPOT ELEV.
- 664.00--- ASSUMED FUTURE SPOT ELEV.
- ⊙ EXIST. STORM MANHOLE
- EXIST. TELEPHONE BOX
- EXIST. WATER METER
- ⊙ EXIST. TREE
- EXIST. CLEANOUT
- EXIST. POWER POLE
- EXIST. GUY WIRE
- EXIST. WATER VALVE
- ⊙ EXIST. GAS VALVE
- ⊙ EXIST. BOLLARD
- G --- EXIST. GAS LINE
- T --- EXIST. TELEPHONE
- W --- EXIST. WATER LINE
- UE --- EXIST. ELECTRIC
- S --- EXIST. SAN. SEWER
- X --- EXIST. FENCE
- SS --- PROP. SANITARY
- S --- PROP. STORM
- ⊙ PROP. STORM INLET

UTILITY NOTE

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE EXACT HORIZONTAL AND VERTICAL LOCATIONS AND SIZES OF ALL EXISTING UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THIS PLAN. PRIOR TO THE START OF ANY CONSTRUCTION, THE ENGINEER HAS NOT FIELD VERIFIED THE EXISTING UTILITIES. THE UTILITIES SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM RECORDS AND UTILITY MAPS MADE AVAILABLE TO THE ENGINEER AND THE LOCATIONS AND SIZES SHALL BE CONSIDERED APPROXIMATE ONLY. OTHER UTILITIES, NOT SHOWN ON THIS PLAN, MAY EXIST ON OR NEAR THE SITE.



BENCHMARK

13-212 ELEVATION 621.70 - "STANDARD ALUMINUM DISK" STAMPED SL-23 1990
DISK IS SET BETWEEN COEUR DE VILLE DRIVE AND THE WEST R/W FENCE OF HWY. I-270; 68' SOUTH OF THE CENTERLINE INTERSECTION OF COEUR DE VILLE COURT AND COEUR DE VILLE DRIVE.

CALL 1-800-BIG-RITE (MISSOURI ONE CALL) TO HAVE LOCATIONS MARKED IN THE FIELD (SUBSCRIBING UTILITIES REQUIRE 48 HOURS NOTICE PRIOR TO CONSTRUCTION).

DEVELOPER/OWNER:
THE KOMAN GROUP
#6 CITY PLACE DRIVE, SUITE 430
ST. LOUIS, MO 63141

CITYPLACE PLAT TWO
ADJUSTED LOT 7
11557, 11561 AND 11563 OLIVE BLVD.
ST. LOUIS, MO 63141

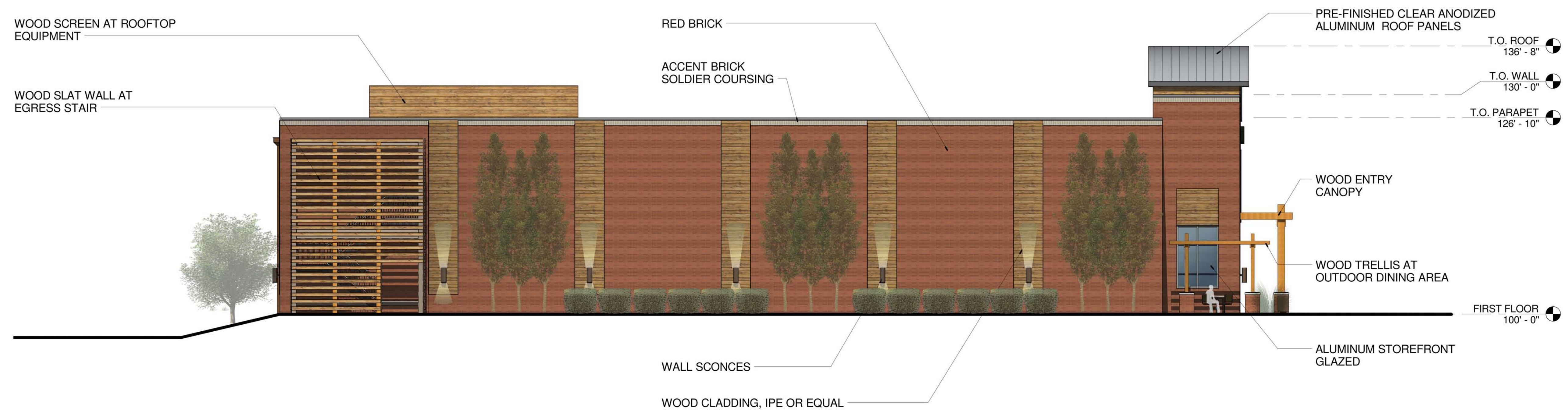
SITE DEVELOPMENT PLAN

+ ST. LOUIS
10777 Sunset Office Dr.
St. Louis, MO 63127
314.984.9887 fax
314.984.9887 fax
Civil Engineering / Surveying / Planning / Landscape Architecture
Cole & Associates, Inc.

DESIGN/CALC BY: BSJ
DRAWN BY: BSJ
CHECKED BY: JTR
DRAWING SCALE: AS SHOWN
DATE: 08/09/13
Job Number: 13-0033
Sheet Number: C0.1



SOUTH ELEVATION



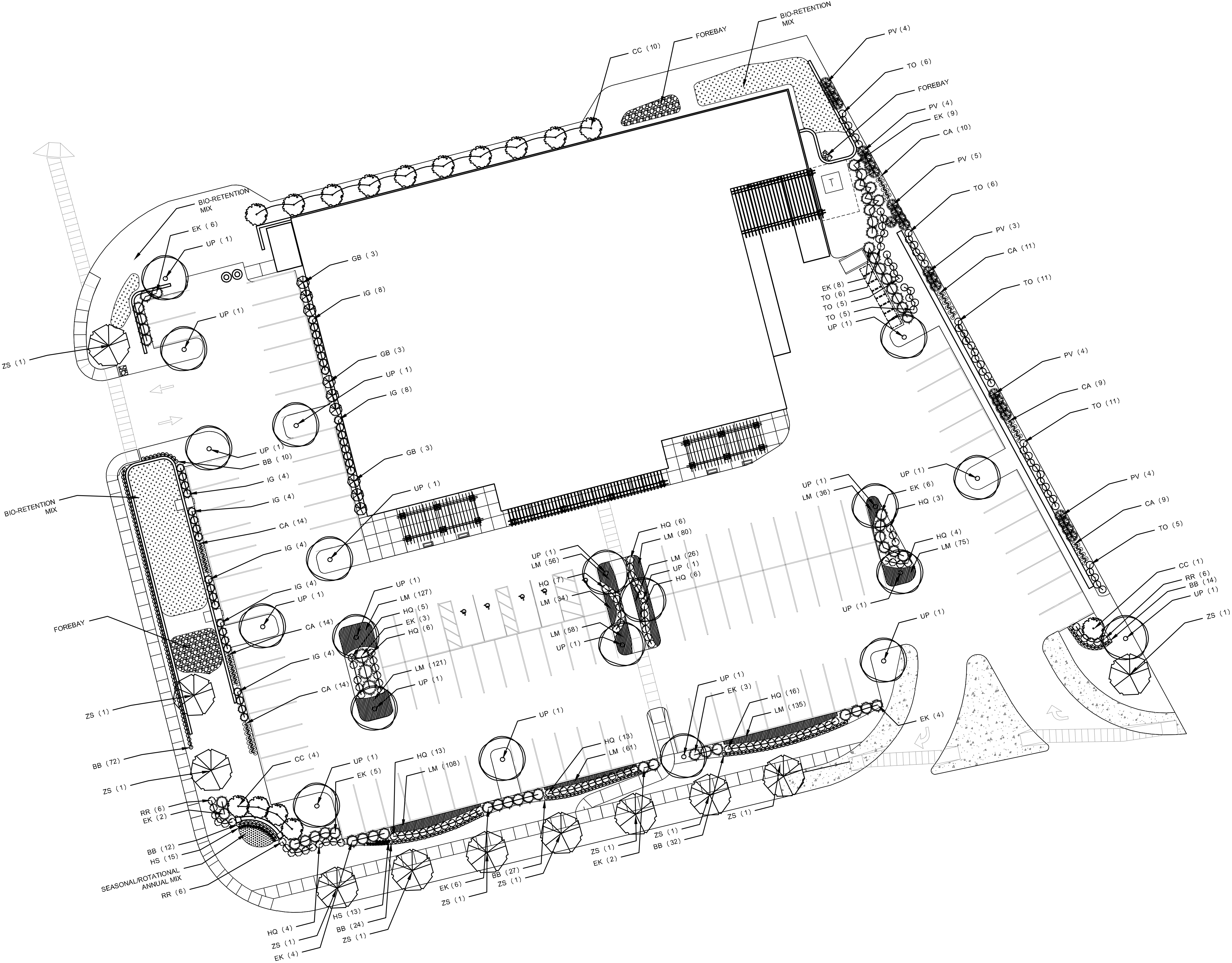
WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



PLANT SCHEDULE						
SYM	QTY	BOTANICAL NAME	CULTIVAR	COMMON NAME	SIZE	METHOD
TREES						
CC	15	Cercis canadensis		Redbud	2" Cal.	BB
GB	9	Ginkgo biloba	'Fastigiata'	Ginkgo	3" Cal.	BB
TO	55	Thuja occidentalis	'Smaragd'	Arborvitae	6'	BB
UP	20	Ulmus parvifolia		Chinese Elm	3" Cal.	BB
ZS	11	Zelkova serrata		Japanese Zelkova	3" Cal.	BB
SHRUBS						
BB	191	Buxus microphylla japonica	'Winter Gem'	Winter Gem Boxwood	3 Gal.	Cont.
EK	56	Euonymus kiautschovicus	'Manhattan'	Manhattan Euonymus	3 Gal.	Cont.
HQ	85	Hydrangea quercifolia	'Sike's Dwarf'	Oakleaf Hydrangea	3 Gal.	Cont.
IG	40	Ilex glabra	'Shamrock'	Inkberry	3 Gal.	Cont.
RR	18	Rosa radrazz	'Knockout'	Knockout Rose	3 Gal.	Cont.
GRASSES/PERENNIALS/BULBS						
CA	81	Calamagrostis x acutiflora	'Karl Foerster'	Feather Reed Grass	1 Gal.	Cont.
HS	28	Heimerocallis	'Stella de Oro'	Daylily	1 Gal.	Cont.
PV	24	Panicum virgatum		Switchgrass	1 Gal.	Cont.
GROUND COVER						
LM	917	Liriope muscari		liriope	1 Quart	Cont.
BIO-RETENTION*						
QTY	BOTANICAL NAME	COMMON NAME	SIZE	METHOD	SPACING	
GRASSES						
42	Andropogon gerardii	Big bluestem	1 Quart	Cont.	24" O.C.	
75	Carex grayi	Bur Sedge	1 Quart	Cont.	18" O.C.	
75	Chasmanthium latifolium	River Oats	1 Quart	Cont.	18" O.C.	
75	Sporobolus heterolepis	Prairie Dropseed	1 Quart	Cont.	18" O.C.	
75	Schizachyrium scoparium	Little Bluestem	1 Quart	Cont.	18" O.C.	
FORBES						
27	Amsonia illustris	Shining Bluestar	1 Quart	Cont.	30" O.C.	
72	Aster novae-angliae	New England Aster	1 Quart	Cont.	24" O.C.	
75	Echinacea purpurea	Purple Coneflower	1 Quart	Cont.	18" O.C.	
75	Eryngium yuccifolium	Rattlesnake Master	1 Quart	Cont.	18" O.C.	
27	Hibiscus lasiocarpus	Rose Mallow	1 Quart	Cont.	30" O.C.	
75	Pycnanthemum tenuifolium	Slender Mountain Mint	1 Quart	Cont.	18" O.C.	
75	Solidago nemoralis	Showy goldenrod	1 Quart	Cont.	18" O.C.	
75	Solidago rugosa	Rough-leaved Goldenrod	1 Quart	Cont.	18" O.C.	
ANNUALS (Rotational)						
QTY	COMMON NAME	SEASON	SIZE	METHOD	SPACING	
10	Coleus	Summer	1 Quart	Cont.	18" O.C.	
23	Feather Celosia	Summer	1 Quart	Cont.	12" O.C.	
23	Lantana	Summer	1 Quart	Cont.	12" O.C.	
34	Pansy	Fall/Spring	1 Quart	Cont.	12" O.C.	
34	Ornamental Kale	Fall	1 Quart	Cont.	12" O.C.	
* Plants selected per MSD's Landscape Guide for Stormwater Best Management Practice Design						





TREE REMOVAL AND REPLACEMENT CHART

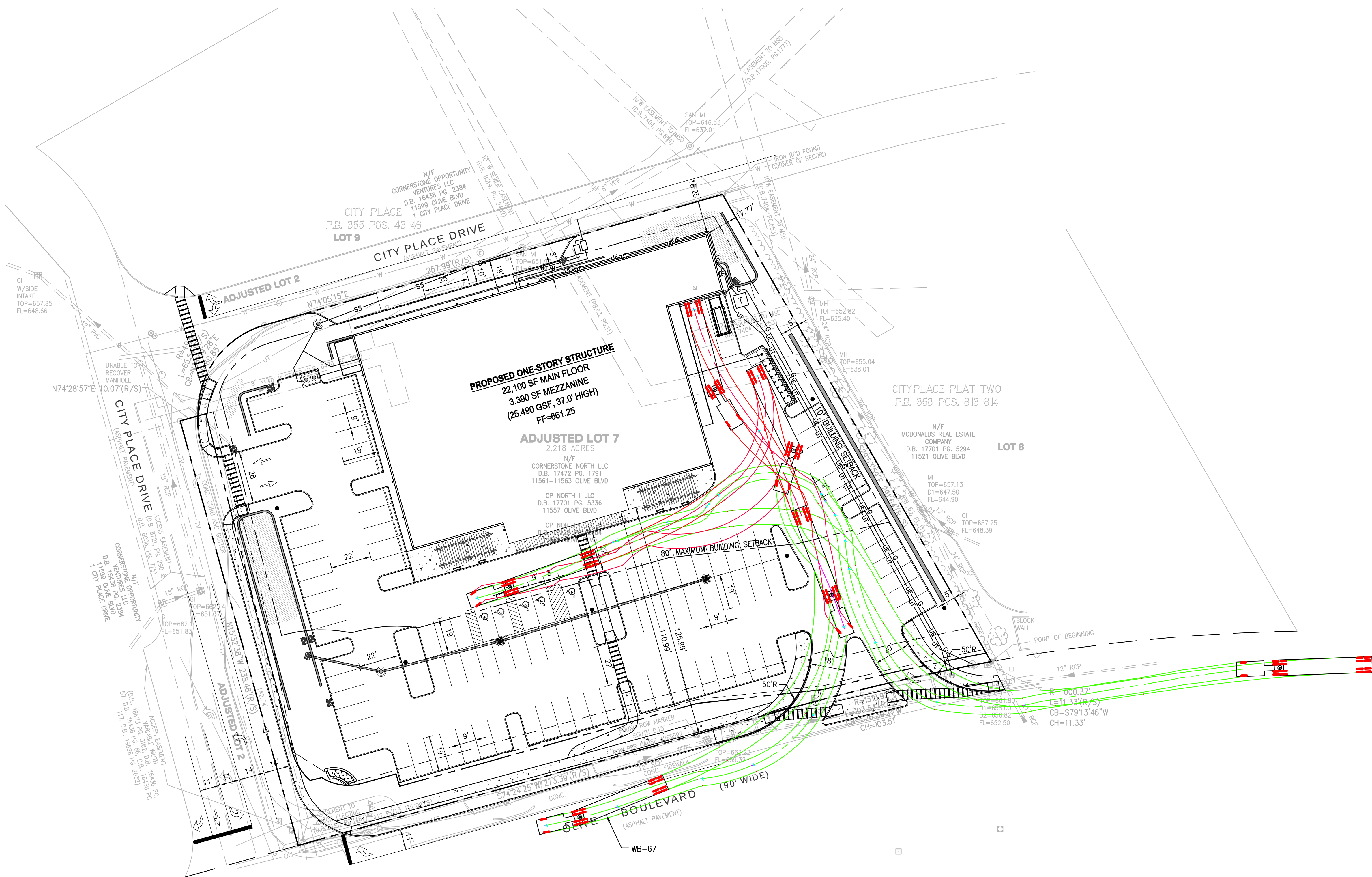
PROJECT NAME: The Koman Group - Fresh Market
PROJECT NUMBER: 12-2137.00
DATE: 8/9/2013

PREPARED BY: ARCTURIS, INC.

EXISTING TREE SCHEDULE						
ID Number	Species	Evergreen/ Deciduous	Size (caliper Inches)	Condition	TBR or Remain	Comment
1	Hornbeam	Deciduous	1	Fair	TBR	
2	Hornbeam	Deciduous	1	Fair	TBR	
3	Elm	Deciduous	3	Fair	TBR	
4	Hornbeam	Deciduous	1	Fair	TBR	
5	Hornbeam	Deciduous	3	Fair	TBR	
6	Elm	Deciduous	3	Fair	TBR	
7	Elm	Deciduous	3	Fair	TBR	
8	Elm	Deciduous	3	Fair	TBR	
9	Redbud	Deciduous	12	Poor	TBR	Aging
10	Redbud	Deciduous	15	Poor	TBR	Aging
11	White Pine	Evergreen	12	Good	TBR	
12	White Pine	Evergreen	12	Good	TBR	
13	White Pine	Evergreen	12	Good	TBR	
14	White Pine	Evergreen	8	Good	TBR	
15	White Pine	Evergreen	6	Good	TBR	
16	White Pine	Evergreen	6	Good	TBR	
17	White Pine	Evergreen	4	Good	TBR	
18	White Pine	Evergreen	12	Good	TBR	
19	White Pine	Evergreen	12	Good	TBR	
TOTAL CALIPER INCHES REMOVED						129

REPLACEMENT TREE SCHEDULE*				
Quantity	Species	Evergreen/ Deciduous	Size (caliper / Height)	Comment
21	Chinese Elm	Deciduous	3	Shade Tree
10	Zelkova	Deciduous	3	Street Tree
18	Redbud	Deciduous	2	Ornamental
9	Ginkgo	Deciduous	3	Screening
TOTAL CALIPER INCHES REPLACED				156

*See Site/Landscape Plan for Locations



USER: Eric Morff TAB: AUTOTURN
DATE: August 9, 2013 - 10:47:20 AM

DATE: August 9, 2013 - 10:47:20 AM
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MSD P.NO.

Job Number	13-0033
Sheet Number	

Sheet Number
C0.4

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CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
Cole & Associates, Inc.

**CITYPLACE PLAT TWO
ADJUSTED LOT 7**

AUTOTURN EXHIBIT

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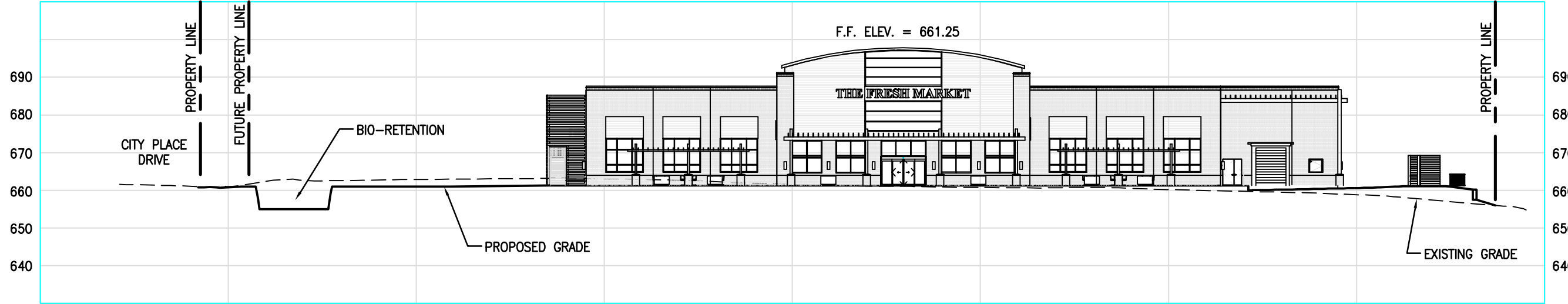
DEVELOPER/OWNER:

THE KOMAN GROUP

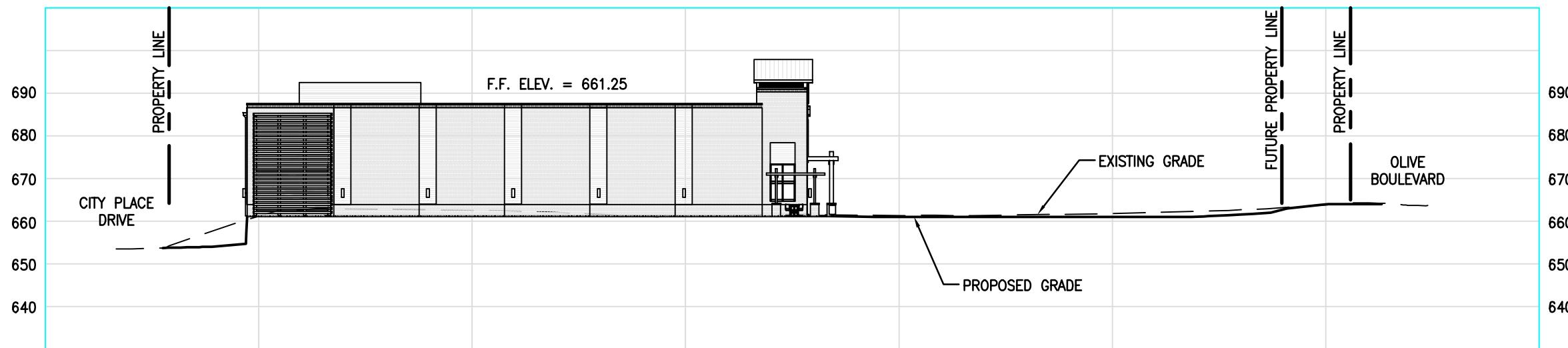
#6 CITY PLACE DRIVE, SUITE 430

ST. LOUIS, MO 63141

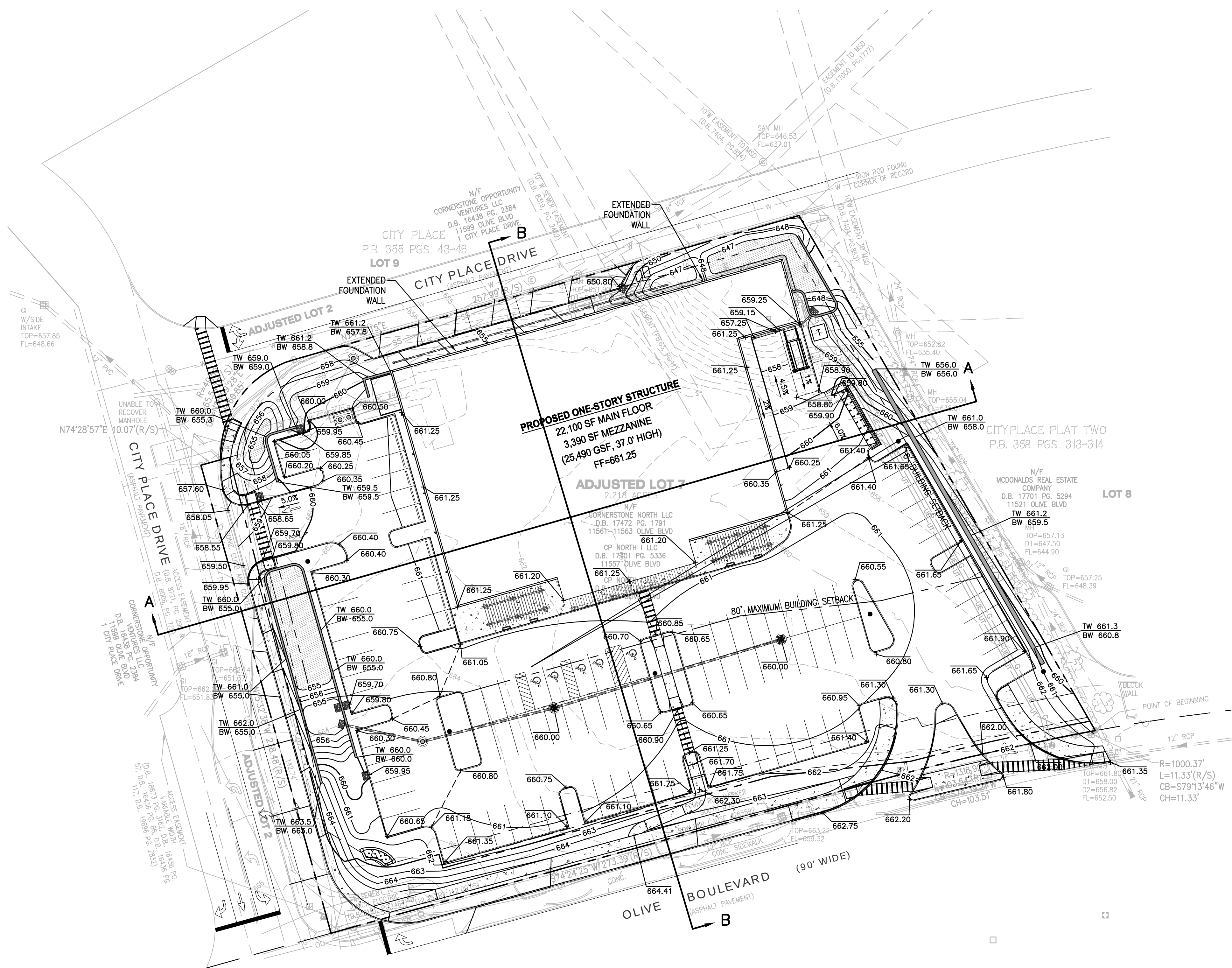
THE PROFESSIONAL, WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON, HAS REVIEWED THE INFORMATION CONTAINED HEREIN AND CERTIFIES THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF. THIS CERTIFICATION IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL SEAL ACT, CHAPTER 409, R.S.M. (Pursuant to Section 409.411, RSM, any responsibility for all other plans, specifications, estimates, reports or other documents or instruments not sealed by the undersigned professional relating to, or intended to be used in connection with, the project, shall be the responsibility of the professional who sealed the same.)



1 SITE CROSS SECTION A-A



2 SITE CROSS SECTION B-B
SCALE: 1"=30' HORIZ. 1"=30' VERT. REF. DWG. C0.2



394

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**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 #13-019: Request for Site Concept and Site Development Plan Approval of a 25,490 sq. ft. Retail Grocery Store, The Fresh Market

Applicant/Agent: Megan Ridgeway
 Arcturis
 720 Olive Street, Suite 200
 St. Louis, MO 63101

Property Owner: CP North I, LLC
 6 CityPlace Drive
 Creve Coeur, MO 63141

Mr. Garrick Hamilton, 6 CityPlace Drive, said after review of the staff report they would like to postpone any significant discussion until the first meeting in September. Mr. Hamilton said he would still like to present a preliminary presentation of the project as he is seeking guidance from the Commission on several areas, including building façade, pedestrian scale along the north frontage, the green-line park concept, and tree preservation provisions of the CDD Ordinance.

Ms. Megan Ridgeway, Arcturis Architects, 720 Olive Street, gave a high level overview of the project. Ms. Ridgeway showed a drawing of the site and pointed out where the streets are in correlation to the proposed orientation of the building. Ms. Ridgeway pointed out some key

features of the project including, the setback being further than normally allowed but approvable under the recently amended CDD regulations, the project meets the bulk standards, there is landscaping over entire site, and there is a buffered sidewalk. Ms. Ridgeway explained there are 19 existing trees on-site, which will be removed and replaced with 58 trees, giving a 20% increase in total caliper inches. Ms. Ridgeway showed where the loading dock is being proposed, facing Olive Boulevard, and explained the landscaping and fencing that will be used to screen the view, as well as some architectural elements. Ms. Ridgeway also explained the access along Olive Boulevard would be a right turn in, and a right turn out, and full access on CityPlace Drive. Ms. Ridgeway showed elevations as seen from Olive Boulevard. The illustrations showed arched entries, decorative glazing above the doors, an entry canopy/trellis system and a wood and steel trellis system over the loading dock. Ms. Ridgeway showed the west elevation as seen from CityPlace Drive and the illustrations showed brick wrapped around all sides, wall sconces up and down the wall, and wood enclosure of the egress stairwell. The drawings Ms. Ridgeway showed of the north side of the building showed red brick and wall sconces, and from the east side of the building heavy landscaping. Lastly, Ms. Ridgeway showed the existing trees along CityPlace Drive and showed how they were not in good health and not mature. Ms. Ridgeway explained they will be keeping several of the existing trees but replacing most of them with better trees.

Mr. Rovak asked about preservation of the trees and said he would like to know what alternates were explored when designing the turning movements for the loading dock. Ms. Ridgeway said of the 19 trees that are onsite, eight are larger than seven inches and of those the largest is 15 inches. Ms. Ridgeway said they do have those caliper sizes indicated on the tree removal and replacement plan. In response to the inquiry about site orientations, Ms. Ridgeway showed some diagrams capturing some of the studies that were considered. Ms. Ridgeway explained the other orientations and concepts they explored did not work due to not meeting the parking requirements, the back of the proposed building facing CityPlace, which was not ideal, and big trucks having to maneuver on CityPlace Drive.

There was some discussion around different concepts being combined to make the site work the way the Commission would like to see, and Ms. Ridgeway said that maneuvering is still an issue.

Chair Madden said in the past there have been studies done at sites where it has been found not as much parking was needed; could this be true for this applicant? Mr. Langdon replied it is true with multi-tenant spaces, but not true with single tenants, as in this applicant. Mr. Langdon explained parking spots are four per one thousand square feet of building. Chair Madden also asked if the majority of the deliveries took place in the morning, before opening hours. Mr. Mark Rubin of The Koman Group, 6 CityPlace Drive, said the delivery times range from early in the morning to some box truck deliveries during the day. Chair Madden asked if the 18-wheelers are early in the morning. Mr. Rubin said that yes, which was their understanding.

Mr. Rovak asked if there was a significant grade offset from the rear of the site. Mr. Eric Morff, 401 South 18th Street, the civil engineer for the project, said yes there is a grade drop in the back from the back of the building, maybe 10 or 15 feet down to CityPlace Drive. Mr. Pullium asked if a lower level loading dock had been considered. Mr. Morff said typically loading docks are set about 48 inches below finished floor, so 15 feet would be a lot to make

up to have a loading dock that much lower and then get everything up. Mr. Pullium asked if elevators were feasible, and Mr. Morff said they were not.

Mr. Howard asked if the building was moved forward, toward the normal maximum setback, would that remove the building from the localized grade drop-off and allow access? Mr. Morff said the reason the building is pushed to the back is so it can function as a building and retaining wall.

Mr. Howard asked was there was any consideration to enclosing the loading dock? Mr. Rubin replied the loading dock is a work-in-progress and that they have reached out to staff to continue to work through this element.

Mr. Paul Langdon, Director Community Development, said he wanted to make sure that the perimeter landscape is discussed. Mr. Langdon asked the Commission to provide some guidance so the applicant knows what they are aiming for. A key issue, Mr. Langdon pointed out, is storm water retention, and how it should have an aesthetic value since it is right up on the right-of-way in both cases. Mr. Langdon would like to see the landscape more meaningful since it is along Olive Boulevard, and with the green line park there are many ways to achieve that. Mr. Langdon also stated that this is a key property and it is a location where a little more thought has to be used to find the right solution. Mr. Langdon reminded the Commission, with the text amendment approval of this site, any setback at anyplace on the site can be considered.

There was some more discussion around the loading dock and its orientation, as well as more discussion around landscaping and green line park concepts.

Mr. Robert Kent, 13084 Ferntrails Lane, showed some pictures of the current landscape on Olive Boulevard at this site. Mr. Kent also got some opinions from other architects on where to put the loading dock, and his consultants shared the opinion it could be on either side of the building or oriented to the back of the building. Lastly, Mr. Kent said a gas station used to be on this site and he hopes all the tanks were removed and the soil is not contaminated.

Mr. David Caldwell, 257 Brooktrail Court, complimented staff on the staff report. Mr. Caldwell said this project is far off the mark of what the Comprehensive Plan calls for and Koman is not trying hard enough.

Mr. Richard Mock, 232 Eugenia, commented about the loading dock, saying he does not see how a 53-foot semi-trailer is going to back into the proposed location.

Mr. Lumley recommended the Public Hearing be continued due to substantial changes being made to the project.

There being no further comments, City Attorney, Mr. Carl Lumley, presented the exhibits for the record.

Mr. Hamilton said Koman did receive a letter from the Missouri Department of Natural Resources stating that the site has been cleaned. Mr. Hamilton also said they will be working with staff to address the issues identified.

Mr. Faron motioned to continue the Public Hearing for Application #13-019 to the meeting of September 3, 2013, to allow the applicant time to address the concerns of the members of the Planning Commission and staff. 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 NO. 13-019

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: Like to call to order the
2 Planning Zoning Commission Meeting for the City of Creve
3 Coeur, Missouri, for Monday, August 9th [sic], 2013.

4 We'll start with roll.

5 Dr. Barton won't be here.

6 Mr. James Faron?

7 MR. FARON: Present.

8 CHAIRMAN MADDEN: Mr. Ken Howard?

9 MR. HOWARD: Present.

10 CHAIRMAN MADDEN: Mr. Charles Pulliam?

11 MR. PULLIAM: Present.

12 CHAIRMAN MADDEN: Mr. Gene Rovak?

13 MR. ROVAK: Present.

14 CHAIRMAN MADDEN: Mr. Carl Lumley, our City
15 Attorney?

16 MR. LUMLEY: Present.

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

19 Well, I know he's here. He --

20 MS. KELLY: Yeah --

21 CHAIRMAN MADDEN: -- he just walked out.

22 MS. KELLY: He'll be back in a moment.

23 CHAIRMAN MADDEN: Okay.

24 Whitney Kelly, our City Planner?

25 MS. KELLY: Present.

1 CHAIRMAN MADDEN: And Julie Lowery, our
2 Recording Secretary?

3 MS. LOWERY: Present.

4 CHAIRMAN MADDEN: So that'll move us to New
5 Business.

6 Application No. 13-019: Request for Site
7 Concept and Site Development Plan Approval of a 25,490
8 square foot Retail Grocery Store, The Fresh Market.

9 Those people like to come forward, whoever's
10 going to handle that?

11 And anybody that's going to make -- be involved
12 in this, that might have a comment or a question, please
13 come up and be sworn in cause this is a public hearing.

14 (Speakers were sworn in by the court reporter.)

15 CHAIRMAN MADDEN: And for the record, could you
16 state your name and address, please.

17 GARRICK HAMILTON: Thank you, Chairman Madden.

18 Garrick Hamilton with the Koman Group, 6
19 CityPlace Drive, Creve Coeur, Missouri.

20 I appreciate the opportunity to be in front of
21 you this evening.

22 We have received the staff report for this
23 application on Friday evening. It was -- it was pretty
24 extensive, and we're happy to work with the staff going
25 forward.

1 We would ask -- I believe the staff's
2 recommendation at the end of its report was to solicit a
3 continuation -- or motion for continuation to this
4 application to the September 3rd agenda.

5 However, also upon the staff's recommendation,
6 we -- we thought it would be important to go ahead and at
7 least introduce the project to the Commission this
8 evening. That's what we have done.

9 Tonight's presentation will only be a very
10 preliminary introduction of the project, key aspects of --
11 of the design, of the site plan, and we'll walk through
12 our team up here in just a few moments.

13 One thing -- one thing in looking in the staff
14 report that -- that I think what we are trying to do, and
15 I'll certainly defer to Mr. Langdon if he disagrees, but I
16 think what we're looking for is some solicitation from
17 this Commission on certain key design aspects, as opposed
18 to some of the engineering aspects, some of the things
19 that staff has asked us to walk through for -- walk
20 through with them on. Things along the lines of our
21 orientation of the building to Olive and other aspects.

22 I think what we are looking probably for some
23 guidance on from this Commission are things related to the
24 facade, both the front, side and rear facades, the items
25 brought up by staff on those perspectives. Pedestrian

1 scale along the north frontage, the Green Line Park
2 concept that the City, apparently, is -- is trying to
3 implement through this location, as well as our site
4 coverage justification. And last, but not least, the tree
5 preservation provisions of the CDD Ordinance.

6 This, as you will see in the site plan, the
7 landscaping plan, I believe the staff has remarked about
8 it in its report, this project will result in the
9 significant addition of new trees with substantial caliper
10 and substantial growth patterns for both pedestrian feel
11 and for a general aesthetics, as well as screening of
12 certain aspects of the building.

13 There are existing trees on the -- on the site
14 that really are not able to remain, whether the site of
15 the building is located there or elsewhere, per our
16 landscaping architects, it really is not something that
17 should be preserved. There should be ways of adopting
18 other locations for new trees and new sign -- or new --
19 new foilage along the -- along the site plan.

20 So those are some of the items that we would
21 like to engage with you on, at least preliminarily, this
22 evening.

23 I'll go ahead and introduce Megan Ridgeway with
24 Arcturis, our -- our architect, to kind of walk through a
25 brief presentation on the project, and we'll open it up

1 for questions after that.

2 Thanks, Megan.

3 MEGAN RIDGEWAY: Thanks.

4 As Garrick mentioned, my name is Megan Ridgeway.
5 I'm with Arcturis, 720 Olive Street, that's St. Louis,
6 Missouri 63101.

7 I'm going to go ahead and use the overhead
8 projector, if that's okay, and on here -- is that in focus
9 for you all? Okay.

10 So as Garrick mentioned, I just want to give a
11 high level overview. We know there's a lot of comments
12 outstanding, based on the staff report, but I wanted to at
13 least take a few minutes and orient you to what we have
14 here to present.

15 And so I'll just do some pointing on the screen.
16 But to orient you, the bottom of this drawing is Olive, so
17 north is up; CityPlace Drive wraps here on the west and
18 the north of the site.

19 And some key features that -- that I want to
20 point out about the site design.

21 One thing that you already know from the staff
22 report is that we are set back further than the 80-foot
23 setback that's asked for in the ordinance.

24 And we have looked at several site orientations
25 trying to see if we can meet all of the project parameters

1 and the 80-foot setback, and we have found that this site
2 plan seems to best resolve all of the project parameters
3 that we've been given, but we do then exceed the 80-foot
4 setback. We're at about 110.

5 But some of the features that we think are a
6 real plus for this is these brown areas that you see at
7 the front of the building are outdoor dining areas. Part
8 of Fresh Market's approach is to really have a very
9 pedestrian friendly, sort of eating area where people can
10 get their prepared food and sit outside. And we think
11 that's a nice feature that doesn't really exist now along
12 Olive, and so becomes a unique destination that is at the
13 front of the building and creates some dynamism there.

14 We also, at the front of the building, have
15 added quite a bit of landscaping, actually throughout the
16 whole site. We maintain that the recommended 30-foot
17 spacing of street trees along Olive and along CityPlace
18 Drive, one exception along CityPlace being the natural
19 bio-retention that we're proposing just adjacent to the
20 west entry would still be a landscaped area, but, again,
21 kind of helps with storm-water runoff if introduced.

22 You'll see that we have the sidewalk is buffered
23 from Olive by the street trees creating a bit more
24 pleasant of a walkway.

25 Also here, and it's probably a little hard to

1 see, but along the parking, between the parking and the
2 sidewalk, we are introducing a series of different
3 landscape -- landscape features that are various colors,
4 textures, species. Throughout the landscape plan we're
5 proposing 32 different species of plantings. All would be
6 fully irrigated.

7 One of the other things I would mention, because
8 Garrick brought it up, is that there are 19 trees
9 currently on the site. We do propose to remove all of
10 those. Only about half of those are what would be
11 considered mature.

12 Of what's there, there's 129 caliper inches of
13 existing trees. We're replacing those 19 with 58 trees,
14 and we're replacing the 129 caliper inches with 156
15 caliper inches, so if you convert that, we're adding
16 20 percent more inches in terms of caliper, and we are
17 tripling the number of trees that's currently on the site.

18 You know, one point of debate is the -- the
19 location of the loading dock, which is here in the plan.
20 It does face Olive Boulevard. It is set back
21 approximately 80-plus feet from the front of the building.
22 So it's -- it's quite recessed. We have proposed a
23 combination of heavy landscaping, as well as some wood
24 fencing, and actually iron fencing along the east edge to
25 try and help screen that utilitarian area.

1 And as I move into the elevations here in just a
2 moment, you'll see we've added some architectural elements
3 at that location to try and help shadow the loading dock
4 area and sort of obscure it somewhat.

5 Other thing I would mention is that we are
6 proposing two ingress points to the site. One is this
7 right in, right out that would be new off of Olive, and
8 the second would be a full ingress, egress off of
9 CityPlace Drive.

10 The other thing I failed to mention is one of
11 the reasons that the loading dock is oriented as it is and
12 the building is oriented as it is, is that we do have,
13 from front to back, about a 15-foot grade change, so from
14 where Olive stands to where CityPlace running east west
15 stands, there's a 15-foot change in the topography, so we
16 found quite a few challenges in trying to access the site
17 at Olive vehicularly from north.

18 And with orientation we're showing here, a semi
19 truck that is loading or pulling into Fresh Market would
20 be able to complete all of its maneuverability to back
21 into that space within the property itself, so there would
22 be no obstruction of traffic on Olive or CityPlace Drive
23 when the truck is backing in and loading.

24 Every other orientation that we looked at for
25 the building violated that, so there was either some

1 double turn or pivoting that needed to occur on Olive
2 and/or CityPlace Drive.

3 So that being said -- a little dark. Well, it's
4 a little bit dark, but I will try and talk you guys
5 through this.

6 What you're looking at here, the top image is
7 the front elevation, so this is the elevation from Olive.
8 You can see it's mostly a symmetrical building, center
9 entry element here. The arched entry is a architectural
10 reference to some of the curves that you see at the
11 roofline of the CityPlace building directly behind it.

12 There is a small piece of -- not small -- but
13 there's a decorative piece of glazing at that entry that
14 kind of signifies where the entry doors are.

15 Really hard to tell in this sketch, and,
16 hopefully, it comes up better on your screens there, but
17 there is an entry canopy across the entire front piece,
18 and that is a combination of wood and painted steel, so
19 that canopy trellis system is providing coverage for those
20 customers entering Fresh Market. And then flanking on
21 either side of the entry is, again, a wood trellis area
22 that is creating shaded seating areas for those outdoor
23 dining areas that I mentioned when we were looking at the
24 site plan.

25 And then the other piece that I mentioned is

1 that we are introducing a wood and steel trellis system
2 over the loading dock, again, to create some different
3 shading and shadows at that area, that, again, is recessed
4 back about 80 feet from the front of the building, but
5 just to create some other visual distraction from that
6 utilitarian zone.

7 The exterior cladding materials are combination
8 of red brick and then a -- a wood, such as teak or Ipe,
9 which is a very durable, very hardy wood, and it really
10 adds some warmth and some uniqueness to this design.
11 Pretty much would stand out in comparison to any of the
12 other buildings along Olive.

13 If you look at the west elevation, which is the
14 bottom image, and that is the side that faces CityPlace.
15 Again, we wrap, on all sides, not just the south and the
16 west, but we wrap the brick in the wood cladding on all
17 sides, so that is consistent throughout. But one of the
18 things we've done is on the west, north and east sides,
19 and I can flip to the north and east in just a moment, is
20 we have introduced up and down like wall sconces on the
21 exterior to try and really highlight the warmth of that
22 wood.

23 So, again, especially dusk, evening, I think the
24 illumination of Fresh Market will look very distinct and
25 different from what currently exists along Olive.

1 On the west elevation, you'll see at the end
2 here, this wood-slatted enclosure is basically a screening
3 element for an exterior egress stair that's required by
4 code.

5 And then you'll see, we've introduced some
6 different landscaping elements along that west facade to
7 try and help soften that as well, as that will be, as --
8 as I mentioned, there is a vehicular ingress and egress on
9 that side, so that would be a facade that you would see
10 when you approached.

11 Then quickly going to the north and east
12 elevation. You see that we continue that same language of
13 the alternating rhythm of red brick with the wood cladding
14 on the north and east sides.

15 Again, we repeat the wall sconces, the wall
16 washing of the wood texture.

17 Again, you see the cladding here on the north of
18 the egress stair. What you see up top here is a wood
19 screen for the rooftop enclosure -- or excuse me -- the
20 rooftop equipment enclosure.

21 And then on the east side, again, you can see
22 the heavy landscaping that we're proposing and the very
23 landscape that we're proposing to help create a buffer to
24 that utilitarian area.

25 Here you'll see this is the trellis over the

1 loading dock, and then these here are the trellises over
2 the outdoor dining and then the entry canopy.

3 Let's see. One of the things I did just want to
4 mention briefly, granted this was an earlier iteration of
5 design, but what this image shows is that, flip back
6 quickly, but we do see the rooftop enclosure pretty --
7 pretty clearly in these two-dimensional elevations. But
8 when we study the three-dimensional views, and these are
9 views taken from the actual topography level that one
10 would be standing or driving at when you're in back of the
11 building, you can see looking, see, northeast if you're
12 standing southwest on Olive looking northeast, you do not
13 see the rooftop screen at all due to the height of the
14 parapet and the view angle that you're at. That would be
15 the same when looking from the opposite front corner as
16 well.

17 And then, lastly, when standing at the northwest
18 corner of CityPlace and looking back, you see just a
19 couple of feet of that peeking out.

20 So I think the two-dimensional drawings can be a
21 little bit deceiving on how much of the enclosure that you
22 would actually see.

23 One last thing I just wanted to add, and then I
24 think that will give us a good overview of what we're
25 dealing with, and then we'd love to hear feedback from you

1 all and questions.

2 This is an image that shows the existing trees
3 that are on site. And so from, though I am not a
4 landscape architect, our landscape architect at -- at my
5 office has assessed these trees, and most of them are not
6 in great health, and you can see they're not -- these ones
7 in particular are not very mature. As I said, there are
8 about half of the 19 that are, but, you know, these don't
9 strike us as something that are -- are irreplaceable.

10 That being said, I think that kind of gives us a
11 brief overview of what we're proposing.

12 CHAIRMAN MADDEN: Any questions for
13 Ms. Ridgeway?

14 MR. ROVAK: I -- I guess two.

15 Those pictures of the trees, I guess, given the
16 figures that you just gave us, it looked like, and those
17 are some pretty small ones, and you said some were bigger,
18 but I guess some were very much bigger because the average
19 caliper was close to 7 inches before. So for half of
20 those to be of that size, then they must have really been
21 substantial, even well above the 7 inches, so, and I don't
22 know how many, you know, had to be moved or not moved but,
23 and I'm not one to always say preserve every tree, but I
24 guess sometimes it has to be specific. You need to see
25 really which ones have to come out.

1 MEGAN RIDGEWAY: Right.

2 MR. ROVAK: And the other thing, which was the
3 real issue at the last presentation, and I guess I be kind
4 of curious to see, and you mentioned having looked at
5 turning movements, backing in movements, but I guess what
6 alternates were explored in -- in having a loading
7 facility at the rear --

8 MEGAN RIDGEWAY: Uh-huh.

9 MR. ROVAK: -- not that it could be drive in,
10 drive out, but even the exist -- even the one that's shown
11 now, it's back in, drive out --

12 MEGAN RIDGEWAY: Uh-huh.

13 MR. ROVAK: -- and had this building been moved
14 forward on this site and approached, I guess there is a --
15 a drive approach at the rear, if it could be made
16 available, would that have been a similar, in other words,
17 coming back into what would then be an outcropping on this
18 building, just like this is to the side, had that been to
19 the rear, which would then have moved the building up
20 closer. I don't know if --

21 MEGAN RIDGEWAY: Right.

22 MR. ROVAK: -- that's one of the alternates that
23 was really explored or not.

24 MEGAN RIDGEWAY: Yeah, I can speak to that sort
25 of high level, and then at subsequent -- well, I can speak

1 to that high level and we'll see if it answers your
2 question.

3 Your first question regarding the trees. So of
4 the 19 trees that are on site, eight are larger than
5 7 inches, and of those, the largest is 15 inches, and
6 there's one of those.

7 MR. ROVAK: Uh-huh.

8 MEGAN RIDGEWAY: And we do have those caliper
9 sizes indicated on the tree removal and replacement plan.

10 So then in response to your inquiry about the
11 site orientations, I have some very crude diagrams
12 capturing some of the studies that we looked at, just to
13 kind of exemplify --

14 MR. ROVAK: Uh-huh.

15 MEGAN RIDGEWAY: -- some of the things we were
16 trying to mitigate.

17 Again, in all these, the orientation will be the
18 same as the site plan we previously looked at, whereas,
19 Olive is at the bottom of the drawing and north
20 orientation is up.

21 Also, in all of these rough sketches the
22 footprint of the building is the same size so --

23 MR. ROVAK: Uh-huh.

24 MEGAN RIDGEWAY: -- we haven't changed that in
25 any way.

1 Here you'll see this little outcropping, that is
2 the loading dock. And in this scenario, we, obviously,
3 were able to stay within the 80-foot setback. We were
4 able to put loading at the back.

5 The challenge we have with this is that we're
6 about 30 parking spaces shy of what's required, so that
7 became our main challenge is that there was no way we
8 could make up those 30 spots.

9 And we kind of looked at that in a reverse
10 manner as well. So if we move the building to the
11 southwest corner instead of the southeast, and, again, we
12 were able to achieve the loading dock that's at the rear,
13 however, the back of the building then faces CityPlace,
14 which didn't seem ideal.

15 And -- and actually in both of these then the
16 front of the building doesn't face Olive. We still are
17 faced with the parking challenges in terms of quantity,
18 because, as you can see, there's some rather large space
19 we need to allot for truck maneuverability.

20 And in this case, we felt a drawback was that
21 the only ingress, egress to the site was a right in, right
22 out off of Olive, so you would have to be traveling west
23 on Olive to get into the site.

24 And then, lastly, I'll show this one here where,
25 again, it's a similar building orientation at the

1 southwest corner.

2 Loading dock is still to the back -- to the
3 north. We had looked at pulling the truck in off of
4 CityPlace Drive so we could really separate truck
5 traffic --

6 MR. ROVAK: Uh-huh.

7 MEGAN RIDGEWAY: -- from customer traffic. We
8 were able to get a few more spots. We did not hit the 102
9 that were required in terms of quantity, but we got
10 closer.

11 To be honest with you, I can't remember how many
12 shy we were here. I think it was about 15, but I'd have
13 to doublecheck my number.

14 The other drawback we felt to this orientation
15 is that the truck would have to maneuver on CityPlace in
16 order to back into this -- back into this loading dock.

17 So that's a representation of the kinds of --

18 MR. ROVAK: Uh-huh.

19 MEGAN RIDGEWAY: -- diagrams we looked at. It's
20 not an exhaustive representation of all the options we
21 looked at. And we did, working with our civil engineer,
22 use the auto turn for the semi --

23 MR. ROVAK: Uh-huh.

24 MEGAN RIDGEWAY: -- to make sure that we had
25 clearance, but as an example of the rigger that we went

1 through.

2 CHAIRMAN MADDEN: Anybody else?

3 MR. FARON: Could I ask a few questions about
4 those concepts?

5 Could Concept Four be combined somewhat with
6 Concept One where you push the building to the back corner
7 and align it with the eastern boundary of the site, kind
8 of hiding the loading dock in back and not having that
9 drive behind the building, gaining some more parking to
10 the west?

11 MEGAN RIDGEWAY: This drive here? You know,
12 actually we did look at that because Koman Group
13 challenged us on that when we presented this and said,
14 hey, can we not have this drive, because to your exact
15 point, then this building can slide to the east, we do
16 gain a few more parking spaces here.

17 And in theory, we do gain more parking spaces.
18 We still don't meet the deficit of the 30. The challenge
19 we have by losing this drive is that then we lose our
20 truck maneuverability. Cause right now the orientation is
21 that the truck would pull in off of Olive, be able to pull
22 around and back into this loading spot, and then drive
23 straight out, turn right -- excuse me -- turn left on
24 CityPlace and exit.

25 If we lose this loading area -- or excuse me --

1 the drive area, the truck would have to pull into
2 CityPlace and back in here. This area here is -- so
3 intersection where CityPlace turns around and runs east
4 west, and we did not -- we did not advise that it would be
5 preferable to have the truck sort of doing a --

6 MR. FARON: In your --

7 MEGAN RIDGEWAY: -- some maneuverability there.

8 MR. FARON: In your -- your site plan proposal
9 to begin with, don't you have to pull in front of the
10 building and then back into the loading dock initially?

11 Could you not do that here without going forward
12 into CityPlace, and pull right in front of the building
13 like -- like you proposed on the initial site plan?

14 MEGAN RIDGEWAY: On the -- on the site plan here
15 the maneuverability is such that -- that the truck pulls
16 in --

17 MR. FARON: Right, in front and backs in.

18 MEGAN RIDGEWAY: -- and backs in like this,
19 right, and then goes straight out.

20 MR. FARON: Could that not happen -- could that
21 not happen on the Concept Four you just showed, where it
22 pulls -- pulls in front of the building, backs into that
23 loading dock in the same manner that was shown in the
24 first site plan?

25 MEGAN RIDGEWAY: Well, what would happen is we

1 would actually lose some more parking here because of the
2 radius they need in order to make that turn.

3 But, yes, to your point, you could certainly
4 move in here, cut this back and then back in like that.

5 MR. FARON: And I envision pushing the building
6 back and even angling it to the back boundary to gain a
7 few more parking spots.

8 MEGAN RIDGEWAY: Uh-huh. Right. And so,
9 again -- right, and so, again, we would gain a few
10 parking -- right. We'd gain a few parking spaces here
11 when this building moves back. We'd lose a few at this
12 corner, due to the radius, and we would lose the majority
13 of these for the truck to be able to pull out and make the
14 turn on CityPlace here and get into that right-hand lane
15 for -- for traffic.

16 So it, again, in this one we're about 30 -- it's
17 29 or 30 spaces shy, and could do all those things that
18 you're saying, it still didn't get us to the 102 --

19 MR. FARON: Yeah.

20 MEGAN RIDGEWAY: -- required spaces.

21 MR. FARON: I know it's details here. I'd love
22 to see a proposal kind of related to that attempt.

23 Just in looking at the initial site plan, it
24 seems like it could -- you could come to meeting your
25 needs with a bit of juggling of what we're discussing

1 right now.

2 MEGAN RIDGEWAY: Uh-huh.

3 MR. FARON: I know it's technical in detail, we
4 don't probably have time to go into that, but just an
5 option I'd love to see, so we could consider re-orienting
6 the building --

7 MEGAN RIDGEWAY: Uh-huh.

8 MR. FARON: -- and addressing a lot of the
9 loading dock issues that people have been talking about
10 and that we're definitely concerned about, and is
11 mentioned in staff report time and time again.

12 MEGAN RIDGEWAY: Right.

13 MR. FARON: There's a couple other issues, I
14 mean I think, with the continuance, we'll -- we'll talk
15 much more at the next meeting, but --

16 MEGAN RIDGEWAY: Uh-huh.

17 MR. FARON: -- related to some of the points
18 that the gentleman brought up, I mean there are concerns,
19 I think, about where the location of the retention areas
20 are, the setback of the sidewalk on CityPlace, no sidewalk
21 in back.

22 I mean there's a whole hosts of things here.
23 I -- I -- I'm sure you see the report, and you guys can
24 address all those and maybe check them off. I know all of
25 them probably won't be attainable, but there is quite a

1 few issues on here that I think we'd all love to see, you
2 know, a different approach and -- and addressing all those
3 matters at the next meeting.

4 MEGAN RIDGEWAY: Understood.

5 CHAIRMAN MADDEN: Okay. I got a question for
6 Paul.

7 Paul, haven't we -- we been doing studies lately
8 or reading studies where we find out we don't need as many
9 parking spaces cause people are coming and going in a
10 situation like this?

11 The reason I ask is, Option Four, where
12 they're -- she's not sure, but only 15 spots short.

13 MR. LANGDON: Well, it's certainly true in a
14 multi-tenant situation. It's a little less true with a
15 single tenant, I would say, on a use-by-use basis. Our
16 parking numbers aren't too far off. It's when you combine
17 them all together into a whole center that it becomes out
18 of whack.

19 I will say, some of our categories probably
20 drive too much parking, you know, four per thousand is
21 probably more than realistically necessary for a lot of
22 uses that -- that's what they're rated at. 3.3 is -- is
23 really -- used to be the old number, then that was
24 considered not enough, and now we're going back to saying,
25 well, maybe that's -- that's closer to what we need.

1 Nonetheless, the ordinance is what it is. So,
2 you know, they'd be looking at either another text
3 amendment process or a variance.

4 But I think the other question is the floor
5 area, the utilization of the floor area, which we don't
6 know from an outline. There may be areas that, in fact,
7 don't really lead to any increased demand in parking, and
8 I think from an ability to interpret the code, we can look
9 at what actually requires parking provided for it versus
10 what doesn't.

11 Loading dock area, for example, on the inside
12 doesn't lead to any more customers. The staff are who the
13 staff are, so it's not an effect there.

14 Maybe the applicant's already done that, I don't
15 know. But that would be one thing I would want to look
16 at.

17 CHAIRMAN MADDEN: Also, I assume your deliveries
18 are made very early in the morning before anybody's in the
19 parking lot, is that true or --

20 MEGAN RIDGEWAY: I'd have to defer that to Koman
21 Group to answer for their client, Fresh Market.

22 CHAIRMAN MADDEN: Okay.

23 MARK RUBIN: So --

24 CHAIRMAN MADDEN: Could you please state your
25 name and address, please.

1 MARK RUBIN: Sure. Mark Rubin, 6 CityPlace.

2 So the deliveries, they do -- they do range from
3 early in the morning, and then there are some box truck
4 deliveries during the day as well.

5 CHAIRMAN MADDEN: But the eighteen-wheelers are
6 early in the morning?

7 MARK RUBIN: That is our understanding.

8 CHAIRMAN MADDEN: Okay.

9 Any other questions?

10 MR. ROVAK: Well, I have one more, I don't want
11 to beat on one thing, but because we were never presented
12 with something where the rear would be approachable.

13 Is there a significant, and I should be more
14 familiar with the site, but I'm not, is there like a
15 significant grade offset from the rear of the site, the
16 north site to the CityPlace Drive portion along the rear,
17 or would that -- was that -- in other words, if you took
18 the same building that you have and slid it --

19 MEGAN RIDGEWAY: Forward.

20 MR. ROVAK: -- towards Olive --

21 MEGAN RIDGEWAY: Uh-huh.

22 MR. ROVAK: -- and then the offset would be one
23 that would be approached -- I don't know, maybe there's a
24 big grade change that makes that impossible. But I don't
25 know if that was -- that wasn't one that we saw. Maybe

1 it's among the others that you looked at.

2 MEGAN RIDGEWAY: Right. There is a grade change
3 between the south -- the front side of the site and the
4 back.

5 MR. ROVAK: No, I didn't mean --

6 MEGAN RIDGEWAY: Oh.

7 MR. ROVAK: -- I meant a very localized grade
8 change between the rear of the site and CityPlace Drive
9 along its rear.

10 Is enough that an offset, in other words, would
11 not allow delivery to be -- that a truck would pull up
12 along and sidestep, so to speak, and then back into a
13 projecting rear loading dock, similar to the one, and it
14 would also keep the trucks off and away from -- I mean
15 most groceries don't have visible eighteen-wheelers from
16 the front anyway. They would keep that out of that.

17 But, again, if there were like a -- an 8-foot
18 offset that makes that impossible, I don't know, but I
19 just wondered what the -- while we're exploring.

20 CHAIRMAN MADDEN: State your name and address,
21 please.

22 ERIC MORFF: My name's Eric Morff, 401 South
23 18th Street, St. Louis 63101. We're the civil engineer on
24 the project.

25 And, yes, there is a local -- the grade drop is

1 very localized in the back from about the back of the
2 building, maybe in 10 or 15 feet it drops from about
3 15 feet from that level down to CityPlace, so right in
4 that very contained area is where you have a very steep
5 three to one slope that would prohibit that. We did look
6 at that closely.

7 CHAIRMAN MADDEN: Thank you.

8 Anybody else?

9 MR. PULLIAM: Yes.

10 CHAIRMAN MADDEN: Go ahead.

11 MR. PULLIAM: One question.

12 That's if you were to have it on the same grade
13 as the building? Is it -- I know it's 15 feet, that's not
14 a lot. Is it even possible to consider a -- a lower level
15 loading dock that you would access from the street on the
16 back on the north end?

17 ERIC MORFF: Typically the loading docks are set
18 about 48 inches below the finished floor. 15 feet would
19 be a lot to make up to have a loading dock that much lower
20 and then to try to get everything up and trying to make up
21 15 feet, and 15 feet is -- would be quite a task.

22 MR. PULLIAM: Oh, right, you'd have to use
23 elevators --

24 ERIC MORFF: Uh-huh.

25 MR. PULLIAM: -- but that's just something

1 that's not feasible?

2 ERIC MORFF: Right. Right.

3 MR. PULLIAM: Got it.

4 MR. HOWARD: I guess this might be directed to
5 your civil guy.

6 The -- that localized grade change that appears
7 to be along CityPlace Drive, if we move that building
8 forward, more toward the maximum setback, wouldn't that
9 remove the rear of the building from that localized grade
10 dropoff and allow access, cause it seems to me, there's a
11 balance being -- there's a balance here between what is
12 visible, that's not quite as desirable, the loading dock
13 what's visible from CityPlace versus everybody else from
14 Olive.

15 Seems like that's the balance that we're playing
16 with here; protecting the view from the Komen property,
17 the CityPlace property versus Olive.

18 ERIC MORFF: I think that the reason that we
19 have the building pushed to the back here is that I don't
20 think we were attempting to preserve anything from that
21 side.

22 It actually -- the building can function as both
23 a building and a retaining wall by setting it back in the
24 back there. It's doing -- it's performing two functions
25 at once, and we thought that was much more efficient and

1 better design to make this work.

2 So pushing it back, we felt actually helped with
3 relieving that topography. Pulling it forward doesn't
4 really do anything for us, cause we still have a 15-foot
5 access point, which is hard to get people and materials
6 from that location up to the finished floor where the
7 store's going to be.

8 CHAIRMAN MADDEN: Yes.

9 MR. FARON: Could I ask again about some of the
10 elevations that you've shown.

11 Is -- are the facades fairly consistent and just
12 straight across each side? I see some lines and stuff
13 there, I guess they would be shadowed, but are those just
14 like expansion joints and control joints of that nature?
15 And is there any coining or any, you know, variety to
16 the -- the wood inlay on those facades?

17 MEGAN RIDGEWAY: So I'll try and go back and
18 forth between a couple elements. But I'm going to go
19 ahead and draw on the site plan.

20 For the front elevation there is relief in the
21 building along what I'm just drawing here in terms of ins
22 and outs.

23 The other facades are fairly uniform in terms of
24 not having a lot of recesses or protrusions.

25 The -- some of the lines here maybe that you're

1 asking about, that would be a jointing pattern, control
2 joint for the brick for the panels themselves.

3 MR. FARON: It is tilt up?

4 MEGAN RIDGEWAY: It is tilt up, uh-huh.

5 The -- at the crown or at the coping, I guess
6 they would call it, we are introducing a soldier course of
7 brick, so we're trying to use orientation of the brick to
8 add some subtle detailing.

9 And then, obviously, there's the different --
10 different GHN material.

11 We are proposing that the -- the wood is
12 oriented in a horizontal pattern, much like Bushes Grove,
13 if you're familiar with what they have there.

14 But, again, it would all, essentially, be within
15 the same plane with the exception of the trellises and
16 slats around the stairs.

17 MR. FARON: The trellises are kind of your major
18 protrusion and --

19 MEGAN RIDGEWAY: Correct.

20 MR. FARON: -- shadow casting element?

21 MEGAN RIDGEWAY: Correct.

22 MR. FARON: Has there been a thought about an
23 extended cornice or anything on that? That's a prominent
24 side that a lot of people are going to see.

25 That front facade is slim. I don't know if

1 there's a discussion to continue that back, not on the
2 east elevation or the -- the north, but, you know, the
3 prominent elevations of the south and the west --

4 MEGAN RIDGEWAY: Uh-huh.

5 MR. FARON: -- I think would add some benefit to
6 the building overall --

7 MEGAN RIDGEWAY: Sure. Sure.

8 MR. FARON: -- cause of the site lines and --

9 MEGAN RIDGEWAY: Yeah, you know how we tried to
10 dress up the west elevation that you're seeing at the
11 bottom here, again, rather dark, but is by using that
12 egress stair really as a feature because that protrudes
13 from the face of the building, and by introducing the wood
14 slats that look much more modern and abstract with that
15 stair is, frankly. And then by alternating the rhythm of
16 just the -- the plain brick with some tall plantings at
17 every other panel, as well as some low plantings at the
18 opposite -- the opposite panels.

19 We are rather slim on depth between the -- for
20 the planting area itself on the west between the wall and
21 then where parking stops.

22 And because the -- the glazing is limited to the
23 entry portion due to the tenant's function and layout of
24 the space, we weren't finding as good of a reason to
25 introduce trellises on the west side as the south.

1 Because on the south, not only do they shade the vision
2 glazing and -- and, you know, kind of prevent some of the
3 heat gain through that glass, but they also shade the
4 seating area where we wouldn't have the opportunity to
5 introduce that on the west.

6 MR. FARON: Thank you. I see that across the
7 street there at the existing shopping center there's some
8 decent outdoor space that is somewhat protected.

9 So I, obviously, you probably assume -- or I'll
10 have other questions at the other meeting. There's quite
11 a bit here.

12 So thank you for your time and your answers.

13 MEGAN RIDGEWAY: Sure.

14 CHAIRMAN MADDEN: Anyone else?

15 MR. HOWARD: Have you given any kind --
16 consideration to fully enclosing that loading dock?
17 Bringing those walls up closer to the front of the
18 building on the east side?

19 MARK RUBIN: So the loading dock is something
20 that is somewhat a work in progress. We have reached out
21 to Paul and his staff, and we see that as an element that
22 we would like to continue having conversation. We are
23 looking at different screening options, so we -- we want
24 to continue that conversation.

25 The exterior elevations, as well, we -- we've

1 incorporated quite a few elements based on collaborative
2 effort we had with staff, so some of the wood treatment,
3 which is just a super fantastic material, the Ipe
4 treatment, I think it'll really -- it'll provide quite a
5 bit of warmth and -- and really some nice architectural
6 detail.

7 CHAIRMAN MADDEN: Okay.

8 MR. FARON: An additional trellis there would be
9 great, like you have on the other side, at least, a screen
10 more that loading area from the McDonald's site.

11 MARK RUBIN: In the loading area?

12 MR. FARON: Right. And you're --

13 MARK RUBIN: We're definitely exploring it.

14 CHAIRMAN MADDEN: And, Paul.

15 MR. LANGDON: Yes, sir.

16 CHAIRMAN MADDEN: Are you guys going --

17 MR. LANGDON: Just a couple comments, if I may.

18 CHAIRMAN MADDEN: Yeah.

19 MR. LANGDON: Let me -- I'll come up.

20 Good evening, Mr. Chairman, Members of the
21 Commission. Paul Langdon, Director of Community
22 Development for the City.

23 I won't go over the whole staff report. It's
24 long. And I think you've touched on a lot of issues.

25 One thing that I want to make sure that we don't

1 forget about is to discuss the perimeter landscape, even
2 if it's just for you all to say, do more. I mean give us
3 some things, so that the applicant knows what they're
4 aiming for, and gives me some idea of what we're looking
5 for. I have a sense of it in my own mind, but I want to
6 make sure we're on the same page there, and we really
7 haven't talked about it yet.

8 One of the key issues there being the storm
9 water retention. It is a green system. And it's
10 important that we consider, not only the function, that's
11 here and back here, that not only did it function, but did
12 it have an aesthetic value since it is right up on the
13 right-of-way in both cases.

14 I think there's something to remember here in
15 terms of the landscape.

16 We have tried to -- to make the landscape,
17 especially in the last few years with new projects, more
18 meaningful. It's not just window dressing; it's not
19 simply a way to align the site or align the edges of the
20 parking lot.

21 And -- and, certainly, where this has become
22 most important to us is the Green Line Park notion along
23 Olive.

24 We all recognize that doesn't mean great
25 expanses of lawn and shade trees. What it means is a

1 quality landscape experience. And that can be
2 accomplished in a fairly narrow depth, as long as the --
3 the landscape really engages the person, pedestrian,
4 walking along.

5 There are lots of ways to do that. Certainly,
6 the plant variety that's been alluded to is extensive, and
7 I give them full marks for that.

8 It's the use of it. I think at the moment it
9 generally lines the parking lot and it lines the edges.
10 The landscape needs to do more than that. Especially with
11 a site that is not only as important to the City, which
12 we've established, but I would think important to the
13 whole development of CityPlace, since this is, at least by
14 title, the main entrance. It needs to engage.

15 And really I think it can go beyond just the
16 pedestrians on the sidewalk, cause, as we all know,
17 pedestrians are limited in number on Olive Boulevard. But
18 there's -- there is the key traffic there, which are the
19 motorists. What does this do for the street environment.
20 I think that's important.

21 Right now I don't think it really accomplishes a
22 lot beyond the street trees. Street trees are required by
23 Code, and I'm glad they're following that, but I think
24 that the green line park has more dimensions to it than
25 just the sidewalk. And, certainly, when it's just one row

1 deep, it's not enough.

2 The other issue that I think is really
3 frustrating all of our efforts here is an assumption. An
4 assumption that that building is the building that must
5 be. I think that looking through a simple, and I
6 encourage you to do this, Google Fresh Market. Look at
7 the images associated with Fresh Market. Cause they're
8 new to town; we don't know them; we don't know what they
9 like; we don't know what they do. We can do -- we can
10 find out, courtesy of the internet, what they have done.

11 And what they have demonstrated is considerable
12 flexibility. I would say some of the stores, I would be
13 loathed to see approved here because they're simply not
14 appropriate for the Creve Coeur market. Others I know
15 we'll never get here because we're not that market, for
16 example, you'll quickly see a picture of the new Miami
17 store. Spectacular barely covers it. But I know we're
18 not Miami.

19 I know that there somewhere in between though is
20 a custom design, which I know Fresh Market must be open to
21 because they certainly approved a lot of custom designs,
22 that will make this site work better.

23 This box and this loading dock arrangement are
24 frustrating our efforts here. I think that if we all sort
25 of think in terms of the site plan, and not so much about

1 the window dressing, which the applicant is doing an
2 excellent job of, but the box and the site plan are what's
3 killing us here, and we've got to be able to open up
4 beyond that.

5 More than that, I think we also have to remember
6 that this is not about Fresh Market. This is about a site
7 that we're going to live with as a community long after
8 Koman has perhaps sold the market, long after Fresh Market
9 has perhaps abandoned the site, long after any of us are
10 here necessarily.

11 This is a key property. This is a place where
12 we have to think a little harder, look a little beyond
13 just the box, literally, to find the right solution.

14 We all want this site to develop. We all want
15 this to be a success. But right now this box is killing
16 us because it's the wrong shape or the wrong size or -- or
17 it can't accommodate a freight elevator. Whatever it is.
18 But that seems to be the real frustration here. We can
19 find a way, as long as we're willing to loosen up some of
20 the expectations for the box.

21 Let's also remember too, that under the text
22 amendment that was just approved last week -- or went
23 through to the Council, went to City Council, we now have
24 the flexibility to consider any setbacks on this site.

25 You have, on recommendation to the Council, the

1 authority to recommend or reduce minimum, as well as an
2 expanded maximum. So there aren't any issues anymore in
3 terms of where the building will go. If it goes right to
4 the edge at zero setback somewhere, let's consider it. If
5 it has to be, you know, somewhere in the center of the
6 site, although I can't imagine it, let's consider it.

7 So with those thoughts in mind, feel free, in
8 fact, I encourage you to offer suggestions. I think we
9 got started getting to some of the concepts about, well,
10 there was an idea that seemed to have some merit. We were
11 that close, fifteen parking spots. Well, maybe we can
12 find that in the floor plan. Maybe we can, you know,
13 shave 2 feet off the building, which accounts for a
14 thousand square feet, and all of a sudden we don't need
15 four spots right there.

16 I mean it's -- it's working around the edges,
17 that we'll get this, but if there are particular ideas
18 beyond just we don't want the loading dock facing Olive;
19 particular concepts that you find to be motivating toward
20 the solution, please voice them because for the next two
21 weeks the applicant and staff are going to try to come up
22 with a solution that we can all be happy with.

23 But let's get beyond assuming it's got to be
24 that, because this is about more than Fresh Market, and we
25 know Fresh Market is adaptable to different situations.

1 That's all I have.

2 CHAIRMAN MADDEN: Any questions?

3 MR. PULLIAM: I --

4 CHAIRMAN MADDEN: Thank you.

5 Go ahead.

6 MR. PULLIAM: I have a question.

7 We are -- seem to be a lot of people are very
8 concerned about this forward facing Olive facing loading
9 dock.

10 MR. LANGDON: Yes.

11 MR. PULLIAM: And, yet, isn't that exactly what
12 we have just a couple doors down at the other grocery
13 door, the Aldi's?

14 MR. LANGDON: The Aldi's, yes.

15 MR. PULLIAM: And so how did that come to be,
16 and was that a big issue at that time, and, in fact,
17 wasn't a grocery store, I suppose? It was originally --

18 MR. LANGDON: Yes, it was -- well, originally
19 started as a Barnes and Noble, and then it became
20 a Borders bookstore.

21 MR. PULLIAM: Sure.

22 MR. LANGDON: It was a concern. I think the --
23 the severe depression of that site helped, but I would
24 also say that that was built before the Design Guidelines,
25 and what it did do was serve as the example of why we

1 don't want to do that again.

2 MR. PULLIAM: And I've noticed for better or for
3 worse, it's aided and it's attempt to hide the loading
4 dock, by I think some sort of power substation or --

5 MR. LANGDON: Yes.

6 MR. PULLIAM: -- there's something there. And
7 as you -- as you just stated, it much greater depression,
8 that you simply are not aided by at this location.

9 MR. LANGDON: Right.

10 MR. PULLIAM: But what you are suggesting is
11 that the parking spot constraint that we keep talking
12 about is dictated by the 25,490 square feet that is
13 envisioned in this box?

14 MR. LANGDON: Uh-huh. Yeah, it's -- it's a --
15 you know, imagine that it's the old magic square, you
16 know, you can't solve the magic square because you can't
17 get the numbers the way you want them. Well, if you
18 wanted to cheat, you just popped one out.

19 Well, in this case we can sort of go that
20 direction. Instead of saying it has to be these squares,
21 let's pop one out. Let's -- let's rearrange it completely
22 from what we're talking about. Cause, otherwise, we're
23 just going to keep looking at auto turn examples and site
24 plans that don't work because of a dozen parking spots.

25 MR. PULLIAM: And, in fact, the other grocery

1 store, I suppose, that it's two doors down, Trader Joe's,
2 that's a rear dock?

3 MR. LANGDON: Yes, sir.

4 MR. PULLIAM: And the Dierbergs is a side dock,
5 but certainly concealed.

6 MR. LUMLEY: Yes. Yeah, I think, you know,
7 we -- we have always tried to have loading areas away from
8 the right-of-way.

9 At some point with some sites, especially one
10 like this, that's triple-fronted. It's going to be
11 visible from someplace. We can't hide it completely. But
12 I think that when your passageway faces a street, then
13 you're sort of cursed.

14 And where does that leave us? Well, either we
15 set it back, so that that passageway faces the street
16 you're least likely to be looking down or sideways from,
17 or you face it to the east, cause that's the one direction
18 we don't have a street.

19 I'm not sure which one is the right one because
20 they both, you know, will cause the building to flip one
21 way or the other. But when you're facing Olive, it's like
22 of all the bad solutions, it's the worst one because it's
23 the one that so many of the guidelines and the
24 Comprehensive Plan speaks specifically against.

25 CHAIRMAN MADDEN: I think we got to remember,

1 and most, I don't think most of the people were on here
2 when the CVS project, they kept telling us, no, we can't
3 do that, can't do that. Well, after several meetings they
4 did do what we wanted --

5 MR. LUMLEY: Right.

6 CHAIRMAN MADDEN: -- you know.

7 MR. LUMLEY: And as far as I know, the store's
8 doing fine.

9 MR. FARON: And I -- and I brought up, even
10 before the last meeting that I was absent at, we -- I
11 addressed a Clayton and Hanley building that they're going
12 to retrofit and renovate. Now, they're probably going to
13 have to do some gymnastics there and, you know, deal with
14 that site. I think here they can probably do the same.

15 Dierbergs over at Manchester and Des Peres has
16 been able to deal with a very difficult site and come up
17 with a creative solution.

18 I think it's very possible to adjust the
19 building, maybe curve the facade. I mean I'm speaking as
20 an architect. I see so many options here that you
21 could -- you could make this a bit more workable and
22 attractive. It's a key site. It's kind of our front
23 door. It's a building we're going to be left with for a
24 long time. We really can't drop the ball here, I would --
25 I would say. It's a great opportunity and a lot of

1 different options, I think, are warranted here just to see
2 how much of the rag we can ring out here that -- to come
3 up with a really successful site.

4 There's a lot of issues here related to the
5 Pedestrian Plan, the Architectural Guidelines, the Comp
6 Plan that are kind of being missed, but I think we have to
7 look at everything and, hopefully, at the next meeting we
8 can see some options and then start discussing those.

9 MR. LANGDON: Any comments about the landscape?

10 MR. FARON: Can you explain the Green Line a
11 little bit more --

12 MR. LANGDON: What does the Green Line --

13 MR. FARON: -- in terms of relating to this
14 site?

15 MR. LANGDON: Yeah.

16 MR. FARON: I mean if there is a setback off of
17 Olive, if that comes to be --

18 MR. LANGDON: Correct.

19 MR. FARON: -- what are we going to lose there
20 if they decide to kick that back?

21 The applicant has proposed a right-lane turn
22 there. I mean are we --

23 MR. LANGDON: Well, I think that's -- that's
24 part of the issue. You know, they -- this is the current
25 right-of-way edge, and that is the anticipated

1 right-of-way edge in the future.

2 Now, that's not the curb. That's the
3 right-of-way. The curb is little bit left. But it's
4 quite possible that this layout, the sidewalk gets kicked
5 out is due to the trees that are shown there.

6 Recall with the Plaza Motors example, and the
7 cross-sections we've been looking at with the downtown,
8 really make these sort of building forward designs work.

9 You're actually looking at an even bigger
10 right-of-way, typically.

11 But what's different is that you don't consume a
12 lot of it with grass. You focus it on -- on really the
13 heart-scape, the plaza spaces, the seating spaces, and you
14 make the most out of groups of trees or individual trees,
15 and that's really what you have to do if you're going to
16 go building forward.

17 If not, if the building stays back, then you buy
18 yourself a little bit of space, but not when the parking
19 lot has to -- to go right to its maximum edge as well.

20 I think what I envision here is something where
21 the sidewalk is flipped back away from the property line.
22 The folks at MoDOT have really changed their approach in
23 terms of their expectations for right-of-way. They will
24 require a sidewalk, but they don't require it in their
25 right-of-way. No matter where it goes, they're going to

1 require maintenance initially by the City and then the
2 City passes it on to the private property. That's true
3 all up and down Olive at this stage. And certainly true
4 for Plaza Motors and CVS, who are nearby.

5 I think that the sidewalk doesn't necessarily
6 have to meander. They are a technique. I think that it
7 can be done badly, sort of nonsensically, you know, where
8 the thing just has kinks in it for no obvious reason.
9 What happens is people cut across the kinks, and then you
10 end up with dead grass in the places that were supposed to
11 look pastoral.

12 So, you know, there's right ways and wrong ways.
13 I think that the Green Line Park, as we have been
14 interpreting it the last five years, is that it have four
15 season effect; that it have a variety of experiences,
16 whether they be in shade tree or beside evergreen trees or
17 through a color area, you know, shrubs and annuals, and
18 that it be durable.

19 Reality is that Olive is a harsh environment.
20 There is a lot of salt spray that comes off of Olive in
21 the winter, and that will wreak havoc on some plant
22 choices, and it's extremely hot. This is a south-facing
23 site. The ground temperatures here will be very high
24 mid-summer, and that is very demanding, even in an
25 irrigated environment.

1 So there's no point imaging that it's going to
2 be something out of a true park. We're not going to get
3 there. But it can be something that's enjoyable to walk
4 on. And the intent of that is not to humor the
5 pedestrians that are there today, because we know there's
6 not many. It's to make an environment where pedestrians
7 in the future say, I'm okay with walking on Olive, cause
8 it's not so bad. It's like we don't have pedestrians, so
9 we don't do the environment; we don't do the environment,
10 so we don't get pedestrians. It's a vicious circle.

11 Some point somebody's got to take the lead. We
12 know that we can't make people walk Olive, but what we can
13 do is -- is through the City's maintenance of right-of-way
14 and through the efforts of the applicants to create an
15 environment, make the space that people will want to go
16 to, and, hopefully, break the vicious cycle and turn it
17 into a positive one.

18 MR. PULLIAM: Well, Mr. Langdon, please don't
19 take this as my disinterest in the landscape --

20 MR. LANGDON: Uh-huh.

21 MR. PULLIAM: -- but I'm not at all convinced
22 that this is the final location of the building, and until
23 that is more firm, I just can't, in my own mind, get to
24 the landscape.

25 MR. LANGDON: That's fine. And --

1 MR. ROVAK: Well, I'm not sure if I'm amplifying
2 this or backing away from what you said, but I think as
3 the plan develops, as -- as the applicant has said, this
4 is very preliminary, but I'm hoping we'll see some
5 incorporation or some blending of the green-it-up
6 landscape into, for instance, the bio-retention and some
7 of the -- the facilities that best management practices
8 that these become integrated.

9 One can certainly enhance the other, and you get
10 better total experience, both aesthetically and
11 functionally too, so.

12 And I'm just assuming that this is just
13 preliminary, and that that is going to develop with --
14 with whichever orientation or building layout. And I
15 think, yes, some -- I agree, more can be done on the
16 approach and the loading situation, but as a separate
17 issue, I think if we can see some integration of the -- of
18 the storm water vmps (phonetic) to the landscaping, that
19 the landscaping doesn't come on as a green-it-up effort at
20 the very end, but it really becomes integrated in this.

21 CHAIRMAN MADDEN: One more thing, and, you know,
22 we'll see if anybody in the audience.

23 They mention a metal fence along the east. I
24 assume we're talking something like rod iron, not chain
25 link or --

1 MR. LANGDON: I assume.

2 CHAIRMAN MADDEN: Okay. That's one thing we
3 don't need any more of.

4 MR. LANGDON: Yeah.

5 CHAIRMAN MADDEN: Okay. Thank you.

6 MR. LANGDON: Thank you.

7 CHAIRMAN MADDEN: Is there anybody in the
8 audience wants to make a comment on this?

9 Yes, Mr. Kent.

10 Please state your name and address.

11 ROBERT KENT: Robert Kent, 13084 Ferntrails
12 Lane, Ward IV.

13 You ask about trees. That's standing on the
14 CityPlace looking -- looking east, and this is looking
15 from about the right center looking back at the parking
16 garage.

17 And I think one of you gentlemen asked about
18 whether there was a dropoff at the end. Yes, there's
19 15 feet, but it drops off -- it drops off within about
20 50 feet of the back of the lot.

21 You ask about mature trees. Well, there's a few
22 mature trees. Here's another picture. Some of them. And
23 here's a picture along the front of CityPlace.

24 This is a picture, again, from over on CityPlace
25 Drive. And this is a picture from back of the back of the

1 lot looking out at Olive Boulevard. You see the traffic
2 at -- or this is about 12:30 noon when I took these
3 pictures. And there are the four trees that the -- the
4 proposer presented to you.

5 And you also see the traffic along Olive
6 Boulevard at about 12:30. And here's another picture of
7 it.

8 Now, I've only two or three comments. We've
9 been at this a while, and I just want to make this very
10 quick.

11 One is there is a steep dropoff. Mr. Hinshaw
12 (phonetic) is an architect in town. Wrote a response to
13 CreveCoeurVoter.com and said the loading dock could be put
14 on either side and flipped, so you could back in or across
15 the back.

16 I also passed this -- the pictures and the
17 drawings on to an architect that I've dealt a lot with out
18 in Santa Monica, California, who hangs big buildings and
19 big houses off the sides of canyons, does big warehouses,
20 and does similar commercial projects. Doing warehouse
21 right now.

22 Matter of full disclosure, which is in vogue
23 these days, he also happens to be my son, Michael J. Kent,
24 architect out in Santa Monica. And he also confirmed
25 independently that the loading docks could be flipped and

1 put across the back.

2 I have one suggestion, which may be of interest
3 to you, with regard to that.

4 As you see from this drawing, they, basically,
5 are using the back of the wall, the back of the building,
6 as a retaining wall. Well, the back of the Aldi building
7 has parking under it. So my suggestion is that perhaps
8 the solution to this problem is to keep the building where
9 it is, but excavate and check out the levels and enclose
10 the loading dock with a building over the top. And you
11 can close up some of these column areas here, so that the
12 people from CityPlace would not have to look at it.

13 But, potentially, I think you might very well,
14 as Mr. Pulliam brought out, be able to make a
15 drive-through across the back, back up, that if you have
16 to change the levels from the loading dock to the -- to
17 the transition to the floor, as you would only have one
18 elevator change. Or you may be able to change the grade
19 within the building, so that a powered tractor could
20 handle the skid -- or the skid steer could handle inside.

21 So I think -- I think, as we said back in -- at
22 the Council meeting, and as reflected by the Director of
23 Community Development, there still needs to be some work
24 done on this by the architects. I think there's a lot of
25 possibilities that's there.

1 My last comment on this is that this was
2 formerly a gasoline station on this site. I presume that
3 the tanks were taken out, and the City of Creve Coeur or
4 the Creve Coeur Fire Department oversaw all this, it was
5 all done according to the EPA, and the tanks have been
6 removed and reports are on file, and when you build this
7 building, you're not going to have a surprise that the
8 soil's contaminated.

9 Now, as far as you guys are concerned, I don't
10 know that you have a particular responsibility, but Koman
11 sure as the dickens does.

12 And I would be, you know, I would be -- not like
13 to wake up one morning and see on the front page of the
14 Patch, if it's still in existence, or the St. Louis
15 Post-Dispatch, if it's still in existence, or maybe on the
16 internet somewhere that Creve Coeur is embarrassed because
17 they suddenly have a brand new Fresh Market with a
18 environmental problem in the parking lot.

19 Thank you very much, indeed.

20 CHAIRMAN MADDEN: Thank you.

21 Mr. Caldwell.

22 DAVID CALDWELL: David Caldwell, 257 Brooktrail
23 Court.

24 I'll keep it brief too.

25 First, I would like to compliment Mr. Langdon on

1 the staff report. I've read a lot of these staff reports
2 over the last six or seven years, and I don't think I've
3 seen any better ones, but I've also not seen one, which in
4 diplomatic way was so -- pointed out how far off the mark
5 this project was from what it should be.

6 This is perhaps the most -- most deviation I've
7 ever seen in a staff report from the Comprehensive Plan
8 and from the other Design Guidelines and so forth and
9 right on down the line.

10 So that, just in itself, points out that, as
11 Mr. Kent said at the Council meeting, they haven't tried
12 hard enough.

13 Now, I'd also like to compliment the Commission
14 on your comments tonight. I think you've gone beyond your
15 job. I think you would have done your job if you would
16 have said simply a loading dock facing the Olive Street is
17 un -- unacceptable and left it at that. But you've come
18 up with some excellent suggestions, and let -- tried to
19 steer them in a direction that they could go.

20 And as -- as Mr. Madden -- Chairman Madden
21 pointed out, other applicants have -- have followed your
22 lead and done that. And I hope that this applicant will
23 too.

24 And so I don't think -- we've seen a theme
25 coming up lately that, oh, we can't do that, it's not --

1 not economically feasible, or, you know, it's -- we don't
2 like that, you know, perhaps it's not the cheapest
3 alternative, but Creve Coeur is not the cheapest city
4 around here either. And we want -- we want a premium
5 property out of this. We don't want the lowest common
6 denominator.

7 So, and take, for instance, the -- Mr. Pulliam's
8 suggestion about an elevator. I operated a bowling ball
9 warehouse for 15 years with a freight elevator. It's
10 entirely feasible to have a freight elevator.

11 So I encourage the Council to remember that, and
12 I'm sure you will, that your job is to work with this
13 applicant, but not to take these claims of un-feasibility
14 or too costly or whatever at face value.

15 They need to have hard evidence and, perhaps,
16 independent -- perhaps they or you should consult
17 independent experts to determine if these statements are
18 correct, that, oh, this is impossible, or this can't be
19 done.

20 So keep up the good work.

21 CHAIRMAN MADDEN: Thank you.

22 Anybody else? Yes, sir.

23 RICHARD MOCK: Thank you. My name is Richard
24 Mock. I live at 232 Eugenia in Creve Coeur.

25 And I just had one comment about the loading

1 dock, which has been discussed quite extensively.

2 I don't see how they're going to back any
3 53-foot semitrailer in there. You see, if they come in
4 off Olive, I don't think they can turn around here.
5 There's not room to turn around. There's a light pole.
6 They can't come in this way. There going to be two, three
7 right angle turns. You can calculate turning radius on
8 these trucks, and I think the architect should come up
9 with some serious turning radius issues on how they back
10 trucks into this loading dock wherever it is.

11 Thank you.

12 CHAIRMAN MADDEN: Thank you.

13 MR. LUMLEY: I think my recommendation would be
14 that you continue the public hearing. Cause it seems like
15 there could be very substantial changes that would invite,
16 you know, further comment as opposed to closing it.

17 I can still put the exhibits in now to --

18 CHAIRMAN MADDEN: Okay.

19 MR. LUMLEY: -- make sure I don't forget.

20 Offer the following exhibits into the record of
21 public hearing: Documentation in possession of the City
22 Clerk reflecting the notice provided to the public, the
23 staff's report and the various photographs and drawings
24 that were exhibited this evening, the City's Code of
25 Ordinances and Charter, the City's Comprehensive Plan and

1 the public file regarding this application to date.

2 CHAIRMAN MADDEN: Do a continuance?

3 MR. LUMLEY: Yeah, I think that would be -- the
4 motion to continue the hearing and the -- and the
5 application.

6 CHAIRMAN MADDEN: Okay.

7 GARRICK HAMILTON: Really, I didn't have any
8 more to add, Chairman. I was going to answer some of the
9 questions raised by the public.

10 First of all to Mr. Kent's note, we absolutely
11 have NFA letter issued by the Missouri Department of
12 Natural Resources, this property has been cleaned. There
13 is -- it was not a LEUST site, it was a LUST site, which
14 was effectively closed in the Missouri State Regulations.
15 We're good there.

16 Also, to address Mr. Caldwell's commentary,
17 being far off the mark about being lowest common
18 denominator, I think that it's pretty plain from the
19 presentation originally submitted, we are not submitting a
20 Red Racks; we're not submitting a gas station; we're not
21 submitting something just off the street. This is
22 actually something we put a great deal of thought into
23 over several months of time, if somebody goes back to our
24 initial design and planning stages of last October.
25 Something we had put a lot of quality in.

1 If we had wanted to just put a regular store in,
2 we would not have hired a group like Arcturis, who has a
3 significant reputation in this town with their work at
4 Edward Jones Campus and throughout the city -- the
5 metropolitan St. Louis area.

6 And I think Mr. Caldwell knows our reputation,
7 knows the kind of quality, product we put into CityPlace,
8 and how proud we are of that campus. He has it all over
9 the front of his website. So I'll give -- I'll leave it
10 at that.

11 Last, to the turning radius. Obviously, we will
12 work with City staff in showing that the current site
13 plan, as currently shown, you guys have seen it a thousand
14 times, it does absolutely show those turning radiuses, and
15 I believe it's included in your packet.

16 I guess that's -- that's really it. We would
17 ask for a continuance also so we can continue working with
18 staff on addressing these issues.

19 CHAIRMAN MADDEN: Thank you.

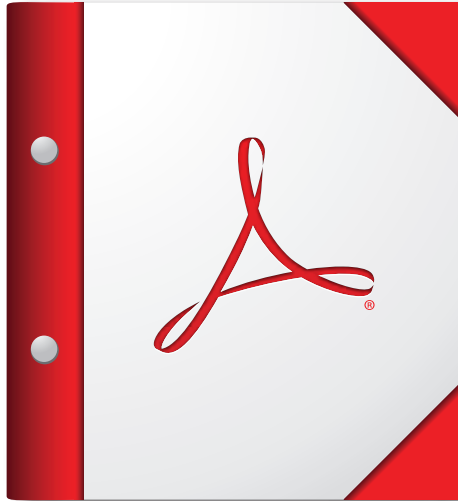
20 GARRICK HAMILTON: Thank you very much.

21
22 (Public Hearing was continued to September 3, 2013.)
23
24
25

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.

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



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TO: Scott Saunders

8 August, 2013

FROM: Jim Hentschell

RE: Fresh Market

I wanted to give you my thoughts on the imminent Fresh Market consideration. I am speaking as an architect as well as a resident. I also suggest that I speak for all responsible architects/planners on this matter. Since the Planning & Zoning Commission and the City Planning Department have rejected Fresh Market's proposal, it would seem that Fresh Market would want to work out the issues, rather than arrogantly state that if they do not get their way, they would "halt the process". That is the whine of a petulant child, not a reasonable petitioner. Following are the comments that I think should be considered, including an issue that I think is far more important than the set back skirmish.

- 1- The 80' setback is in our code and could be easily accommodated. That said, even though the existing set back is fair and proper, a variance of 20' is not terrifying if exceptional planting is required along Olive and in the parking aisle planters. Seems that this could be a simple compromise.
- 2- The site plan shows a proposed new ROW for Olive. When this comes to pass there will be cars with their front bumpers in the ROW. Also, most of the Olive green space disappears. A city, which is striving mightily to beautify Olive with medians, buried utilities and landscaping, would be brutally hypocritical if it doesn't prevent this looming possibility.
- 3- The building plan shows that the loading dock, trash compactor, grease receptor and the attendant pallets and assorted trash will face Olive. Since it is the truck delivery point it cannot be screened. There is no way that the necessarily messy back of a supermarket should face Olive, especially when there are other more acceptable locations. The dock face can simply be turned to the north and the entire dock appurtenance slid south to allow truck access from the north, or rear. The docks can also face west and be along the north face of the building. Is the Koman side of the property more important than the Olive side? It appears that Fresh Market thinks so, or was instructed by Koman to think so.
- 4- The entrance to the site from Olive is positioned so that all vehicles coming on site get, as their first experience, a direct view of the dock area. It's hard to understand why a developer of a classy supermarket would want the docks to be an entry feature. I think a view of the front of the store makes more sense. In addition, the new Fine Arts bus stop, in front of CVS, is on axis with the docks. It would be sad to have the view from the new, beautiful bus stop so blighted.

Before any vote is taken I heartily suggest that all the members of the Council visit the backs of all the supermarkets in Creve Coeur and see what would be viewed by

everyone on Olive if the submitted site plan is approved. I think they will quickly find out why the docks, which are by their nature cluttered and messy, are hidden from public view. The coming of Fresh Market, which would be an asset to Creve Coeur, should not cause the Council to go into a state of bliss just because of pathetic extortion threats. They knew the rules when they came to us, and are capable of following them or working out reasonable compromises.

The Council should follow the lead of P&Z and Paul Langdon. I was told that Paul's presentation to Council was considered by some to be "strident". Boy, I sure hope so. His defense of good planning and good taste was a major reason why he was hired. He has indicated a deep desire to insure that Creve Coeur continues on its course of beautifying Olive and doesn't back down when good planning is attacked by a petitioner.

Ellen Lawrence told me that the docks facing Olive would be "unacceptable". I hope all the other Council members agree with her and do what is right for our city. "Docks on Olive" doesn't have the same good vibe as "Flicks on The Fairway".

Thanks, JH

AN ORDINANCE REPEALING ORDINANCE NUMBER 5169 AND APPROVING A NEW MASTER SIGN PLAN PURSUANT TO SECTION 405.950.J OF THE CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR THE CITYPLACE CAMPUS LOCATED WITHIN THE "CB" CORE BUSINESS DISTRICT

WHEREAS, an application was submitted by the Koman Group for an amendment to the previously approved Master Signage Plan for the CityPlace Development, pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances, to include new building signage; and

WHEREAS, the boundaries of the Master Signage Plan will be for CityPlace development including all existing and proposed signage as demonstrated in Exhibit 1; and

WHEREAS, Planning and Zoning Commission reviewed and by a 5-0 vote recommended approval of the subject amendments at its meeting on Monday, November 18, 2013; and

WHEREAS, the City Council of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on August 19, 2013 and continued on November 4, 2013, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

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

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

WHEREAS, the City Council being fully informed finds that approving 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.

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

Section 1: Ordinance Numbers 2193, 4059, and 5169 authorizing a Master Sign Plan for City Place Campus located north of Olive Boulevard are hereby repealed.

Section 2: A Master Sign Plan attached hereto as Exhibit 1 is authorized for the CityPlace Campus Pursuant to Section 405.950.6 in the "CB" Core Business Commercial zoning district whose legal description is as follows:

"Lots 1, 3, 4, 5, 6, 8, 9 and 10 of CityPlace Subdivision as shown on the plat thereof recorded at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri; and also Adjusted Lot 2 of CityPlace Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 313-314 of the Real Property Records for St. Louis County, Missouri; and also, Lot 11A of CityPlace Subdivision Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 33 of the Real Property Records for St. Louis County, Missouri; and also, Units 1 & 2 of CityPlace Condominium created pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri."

SECTION 3: Such approval of the Master Signage Plan for the CityPlace Development shall be restricted to the following conditions:

1. The applicant shall submit sign permit applications for the proposed signs referred to in the Master Sign Plan that currently does not possess a sign permit
2. No ground monument sign shall be approved for the lot at the corner northeast corner of Olive Boulevard and City Place Drive, in consideration of the larger wall signs for the proposed building.
3. The applicant shall follow the Master Signage Plan for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur, except as provided herein.
4. The ground monument sign at 11550 Olive Boulevard shall be no larger than 24 square feet per sign face
5. The applicant shall submit a revised landscape plan for 11550 Olive Boulevard to integrate the sign with the low landscape wall consistent with the Off-Street Parking and Loading Regulations
6. Signage shall be limited to name and logo only
7. All temporary banners and window signs shall be in compliance with Section 405.950.G Temporary Or Incidental Signs, except for the lot in the northeast quadrant of Cityplace Drive and Olive Boulevard, where the window signage is limited to the two pairs of windows to the right and left of the main entrance along the west elevations. No window signage is allowed on the tower element.
8. All leasing information signage for the City Place Campus shall be placed on the building. No additional leasing signs shall be permitted, except as follows:
 - a. One sign, in conformance with Section 450.950.F, Multi-Tenant Real Estate Information Signs, shall be permitted on the lot in the northeast quadrant of Cityplace Drive and Olive Boulevard, provided that no administrative variance to the minimum 150-foot separation from any other monument sign may be granted.

SECTION 3: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1.

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, CITY CLERK

CITY PLACE

June 2002

Signage Master Plan

Submitted to the
City of Creve Coeur

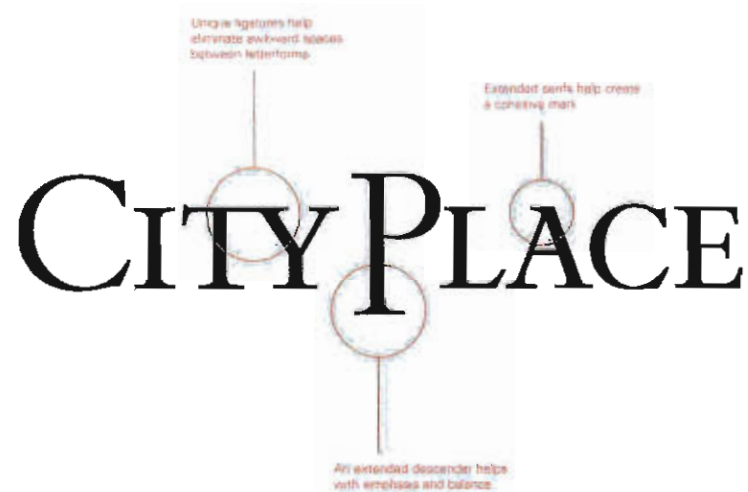
prepared by Kuhlmann Levitt, Inc.
for The Korman Group

Exhibit
1
4/10/11

	Page	
Section 1: Logo Description	1.1	A LOGO IS THE DEFINING VISUAL
	1.2	REFINING THE MARK
	1.3	A NOTE ON THE TYPE
	1.4	INCORRECT USAGE
Section 2: Existing Signs	2.1	EXISTING DISABLED PARKING SIGNS, SIGN TYPE A
	2.2	EXISTING RETAIL, SIGN TYPE B
	2.3	EXISTING STOREFRONT AND BUILDING ADDRESS SIGNS, SIGN TYPE C
	2.4	EXISTING DIRECTIONAL SIGNS, SIGN TYPE E
	2.5	EXISTING BUILDING, RETAIL AND CAMPUS MONUMENT SIGNS, SIGN TYPE F
	2.6	EXISTING TRAFFIC REGULATORY SIGNS, SIGN TYPE G
	2.7 - 2.8	EXISTING PARKING REGULATORY SIGNS, SIGN TYPE H
	2.9	EXISTING PARKING GARAGE REGULATORY, SIGN TYPE J1, J2, J3
	2.10	EXISTING BUILDING REGULATORY SIGNS, SIGN TYPE K
Section 3: Sign Location Plans	3.1	OVERALL SIGN LOCATION PLAN
	3.2 - 3.11	SIGN LOCATION BREAKOUTS
Section 4: Message Schedule	4.1	SIGN TYPE LIST- EXISTING AND NEW SIGNS
	4.2 - 4.4	SIGN MESSAGES OF EXISTING SIGNS
	4.5	SIGN MESSAGES FOR NEW SIGNS
Section 5: Sign Descriptions	5.1 - 5.26	SIGN TYPE DESCRIPTIONS/DRAWINGS FOR ALL NEW AND TRANSITIONAL SIGNS

CITY PLACE

A LOGO IS THE DEFINING VISUAL THAT CREATES AN IDENTIFIER BETWEEN YOU AND YOUR AUDIENCE. Your unique brand separates your company from the others around you. By setting graphic standards and holding to them, you are successfully building a more easily recognizable brand; forming a familiarity of your mark through visual repetition. The following guidelines help secure that your specific logo and branding identity will be used correctly and, therefore, effectively in all applications.



REFINING THE MARK

This updated CityPlace logo refines the existing mark with several small, yet significant changes. Within the mark, letterforms and serifs have been subtly skewed and pulled in order to create a cohesive, purely typographic identifier. For example, the formation of a unique ligature between the "T" and "Y" in *City* minimizes the awkward space normally made by the letterforms and allows the word spacing of both *City* and *Place* to visually work together. Also, the extended descender on the "P" in *Place* gives balance to the mark and reflects the architectural embellishment found on Building 3.



Bembo Expert (Primary Typeface)

A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z
A B C D E F G H I J K L M N O P Q R
S T U V W X Y Z 1 2 3 4 5 6 7 8 9 0

Univers 45 Light (Secondary Typeface)

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z 1 2 3 4 5 6 7 8 9 0

A NOTE ON THE TYPE

CityPlace has both a primary and secondary typeface. The primary typeface, Bembo Expert, is a titling face (only upper case), and is used in main headings. The secondary typeface, Univers 45 Light, creates a non-competing companion to the main type and can be used for setting body copy. Both faces were picked for their square proportions: the clean lines and sharp corners mimicking the building architecture and supporting the theme of the repeating forms throughout the complex.

CITY PLACE

Manipulate or distort

CITY
PLACE

Reposition type

CITY PLACE

Substitute font

CITY PLACE

Add shadow or other 3D effect

INCORRECT USAGE

In order to establish and maintain a professional association with CityPlace and the corporate identity, the rules and regulations set up in the previous pages must be followed without exception. Please keep the integrity of the mark in all applications and allow the brand to work for you. Above are a few examples of ways in which the logo must NOT be altered or changed.













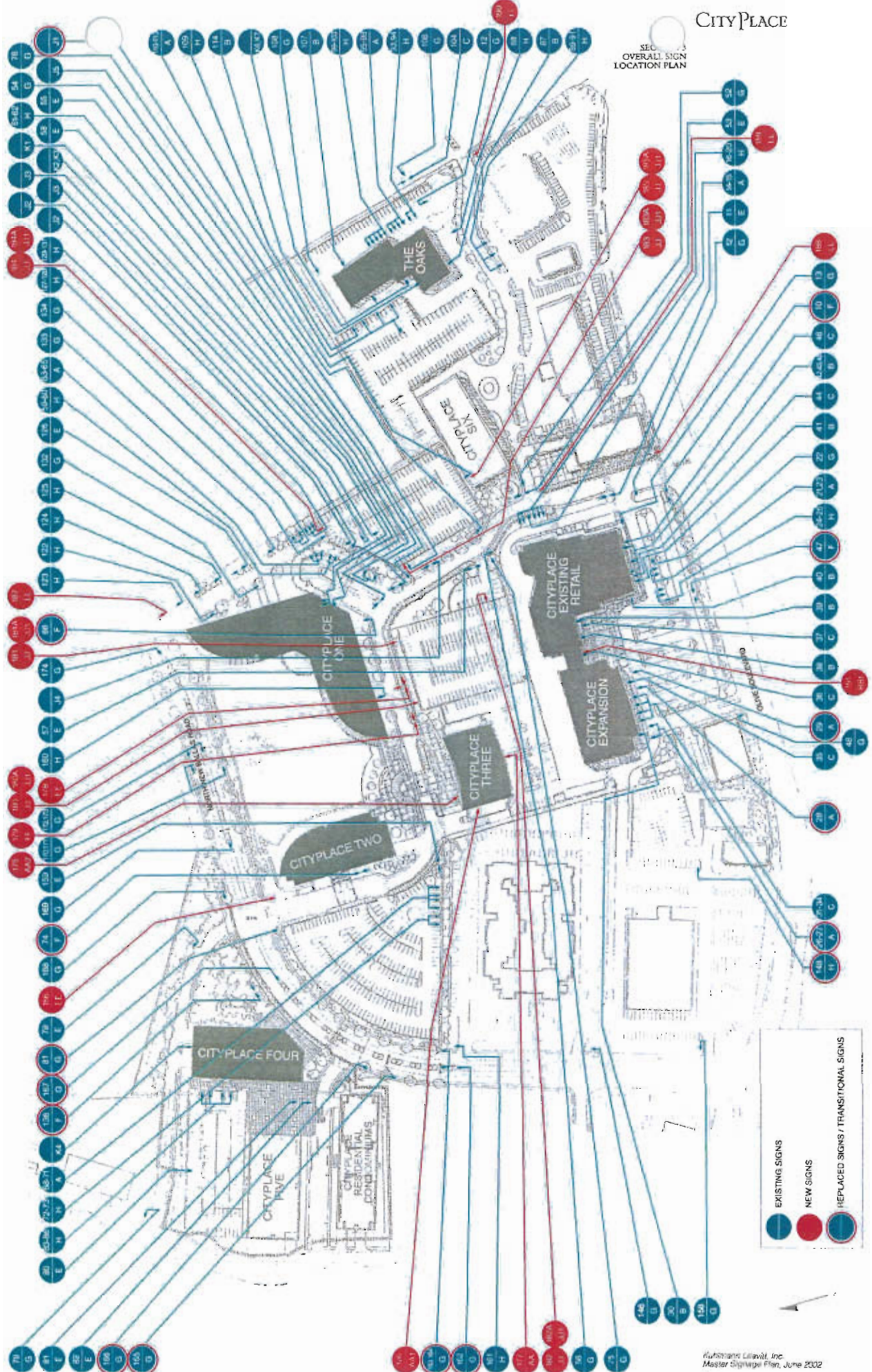




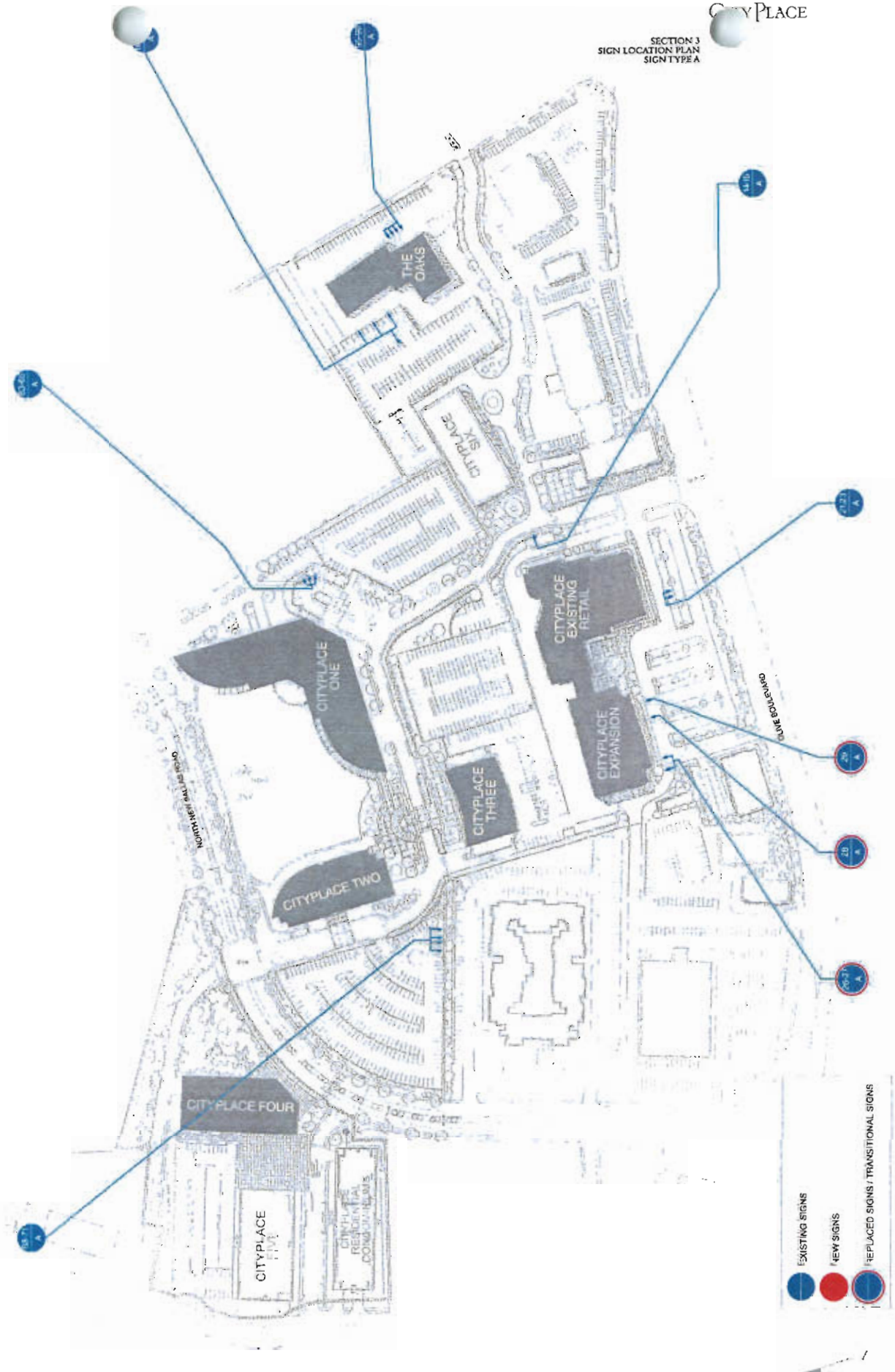


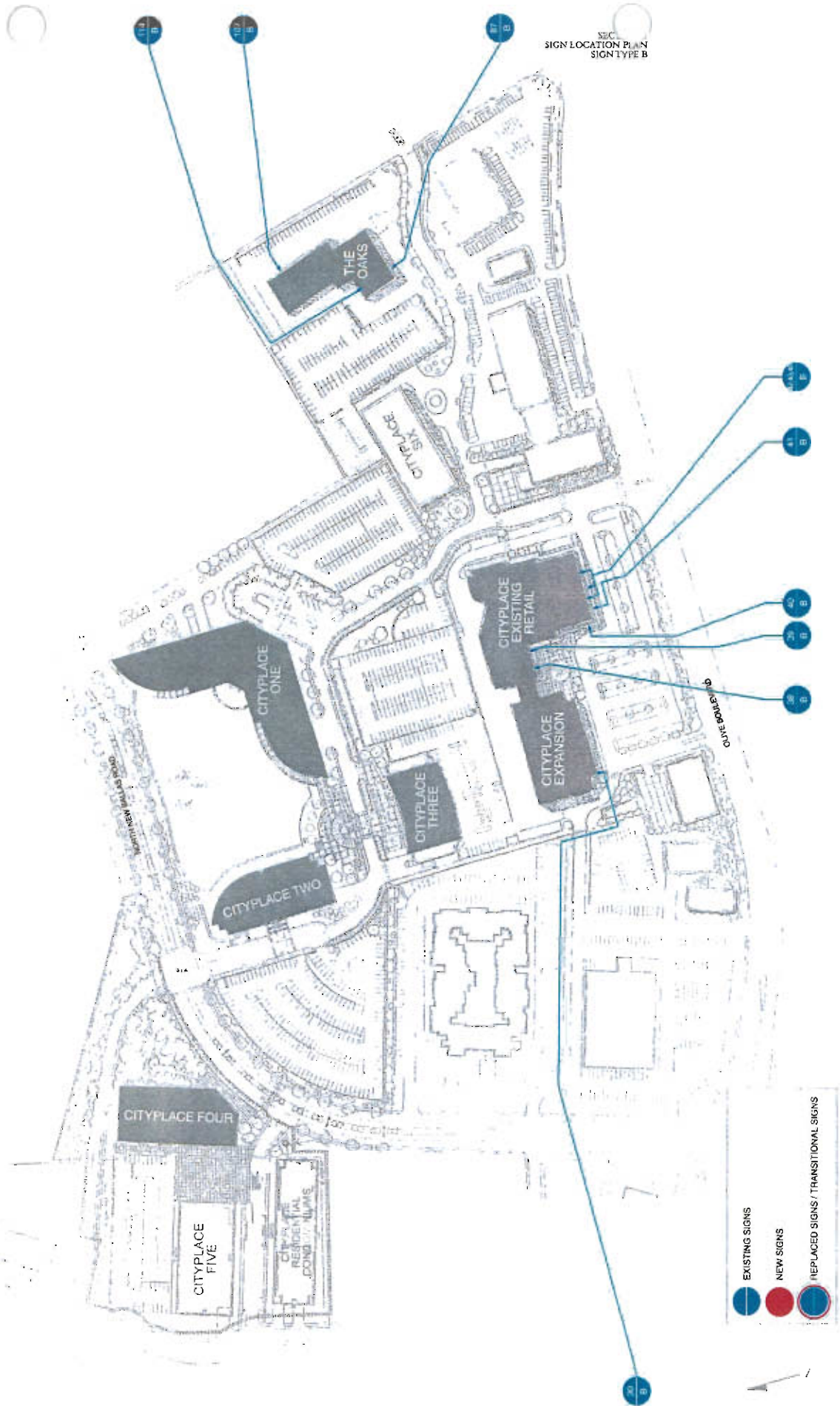


SECTION 3
OVERALL SIGN
LOCATION PLAN

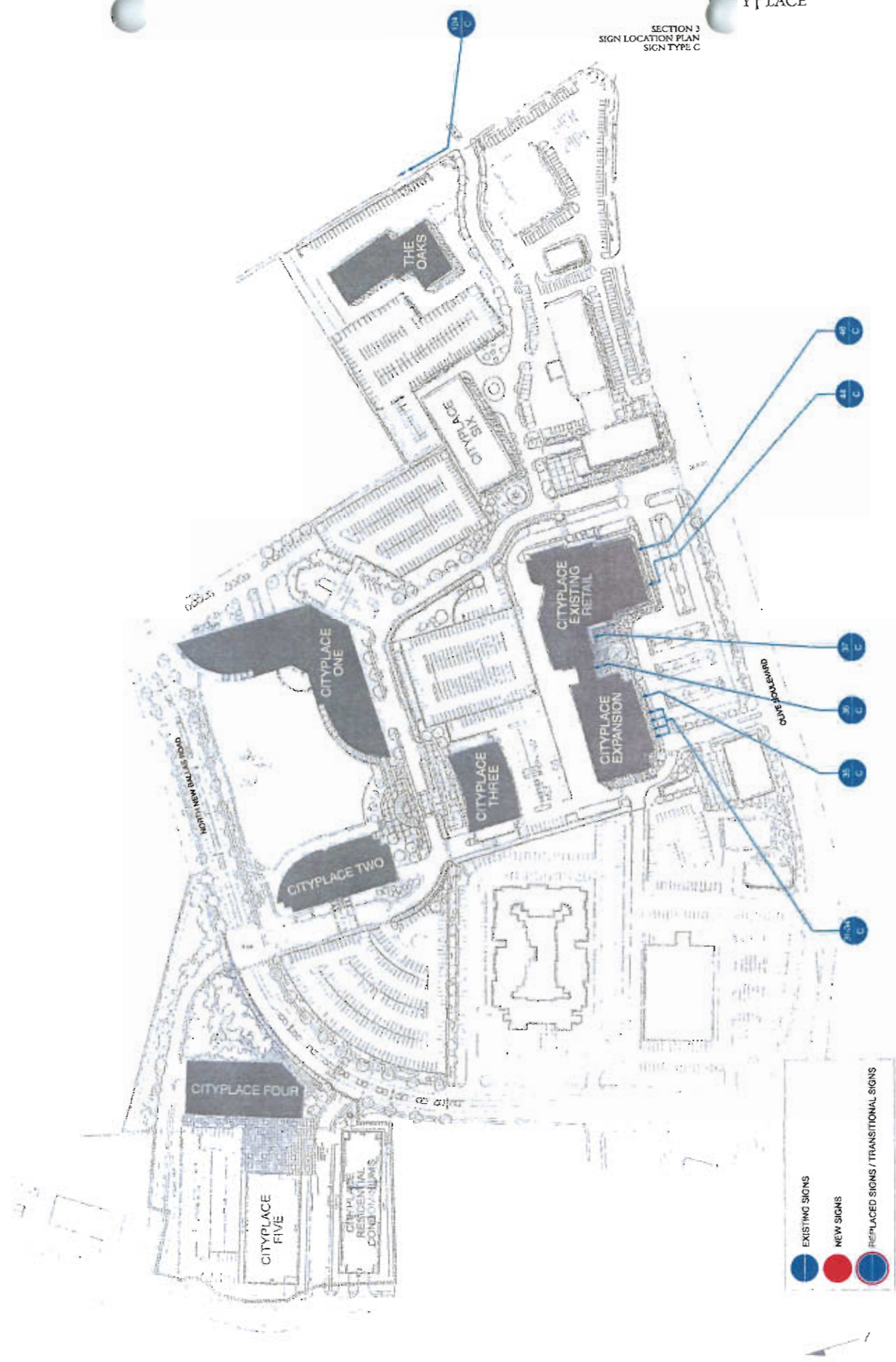


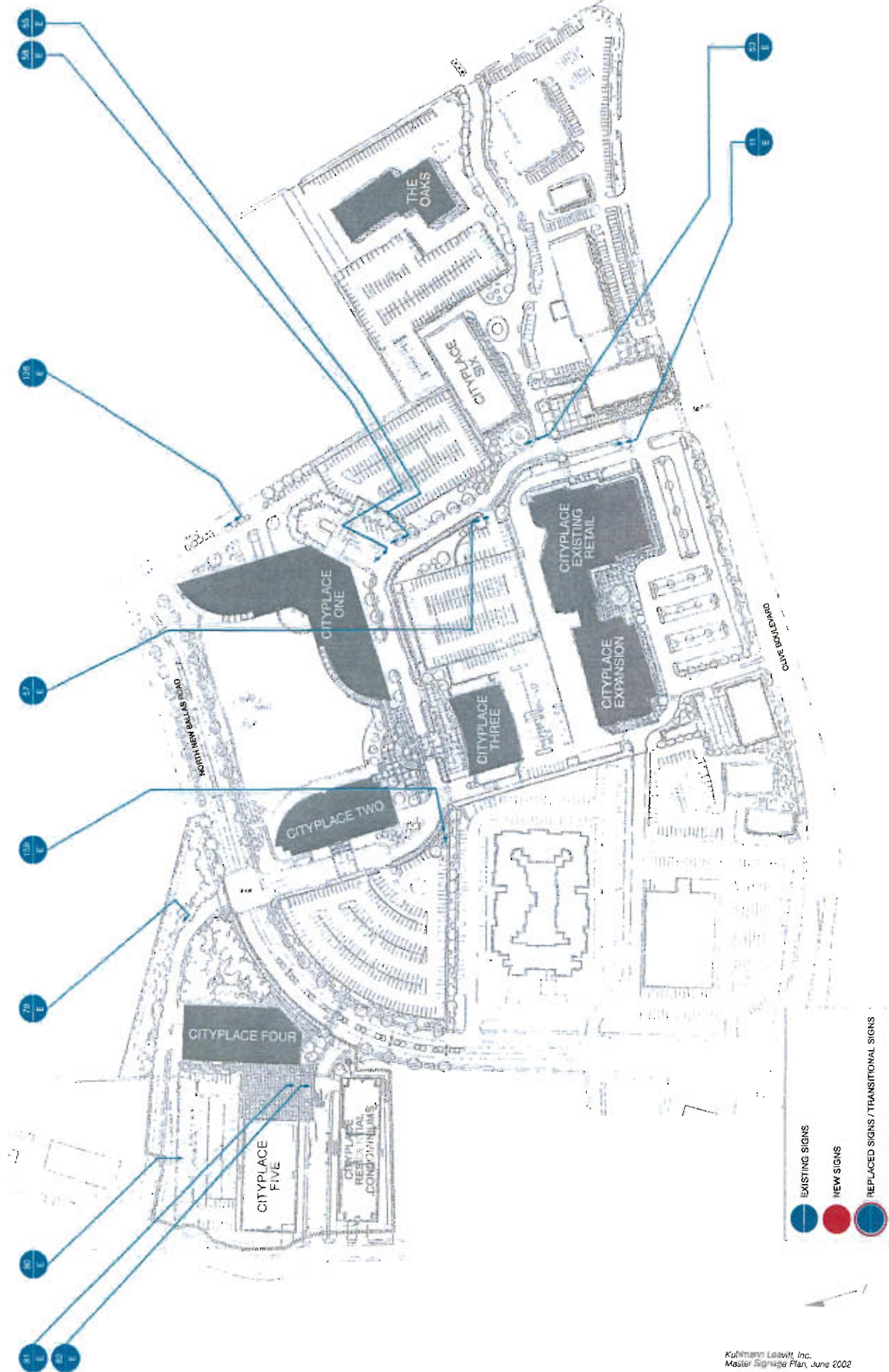
SECTION 3
SIGN LOCATION PLAN
SIGN TYPE A

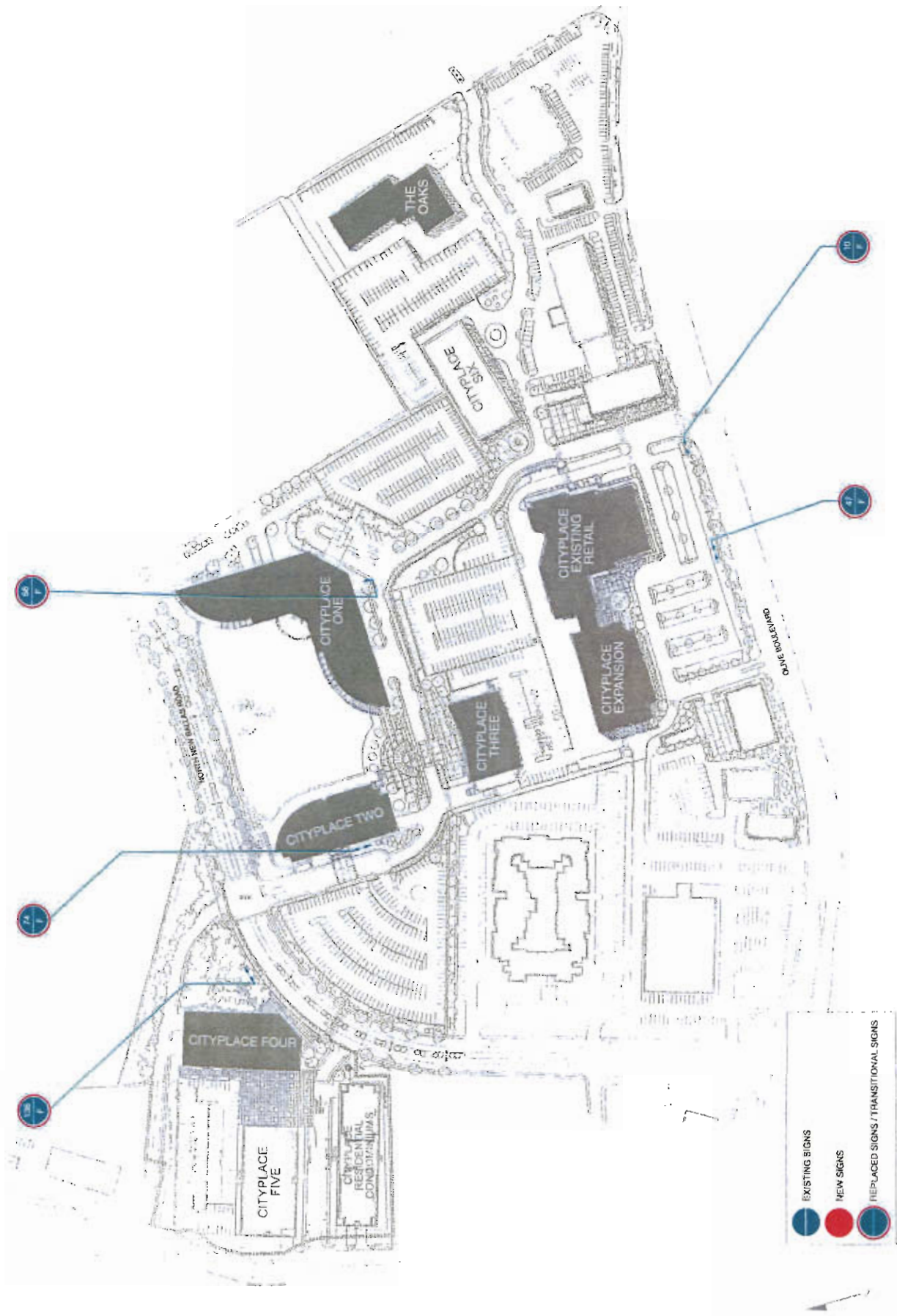


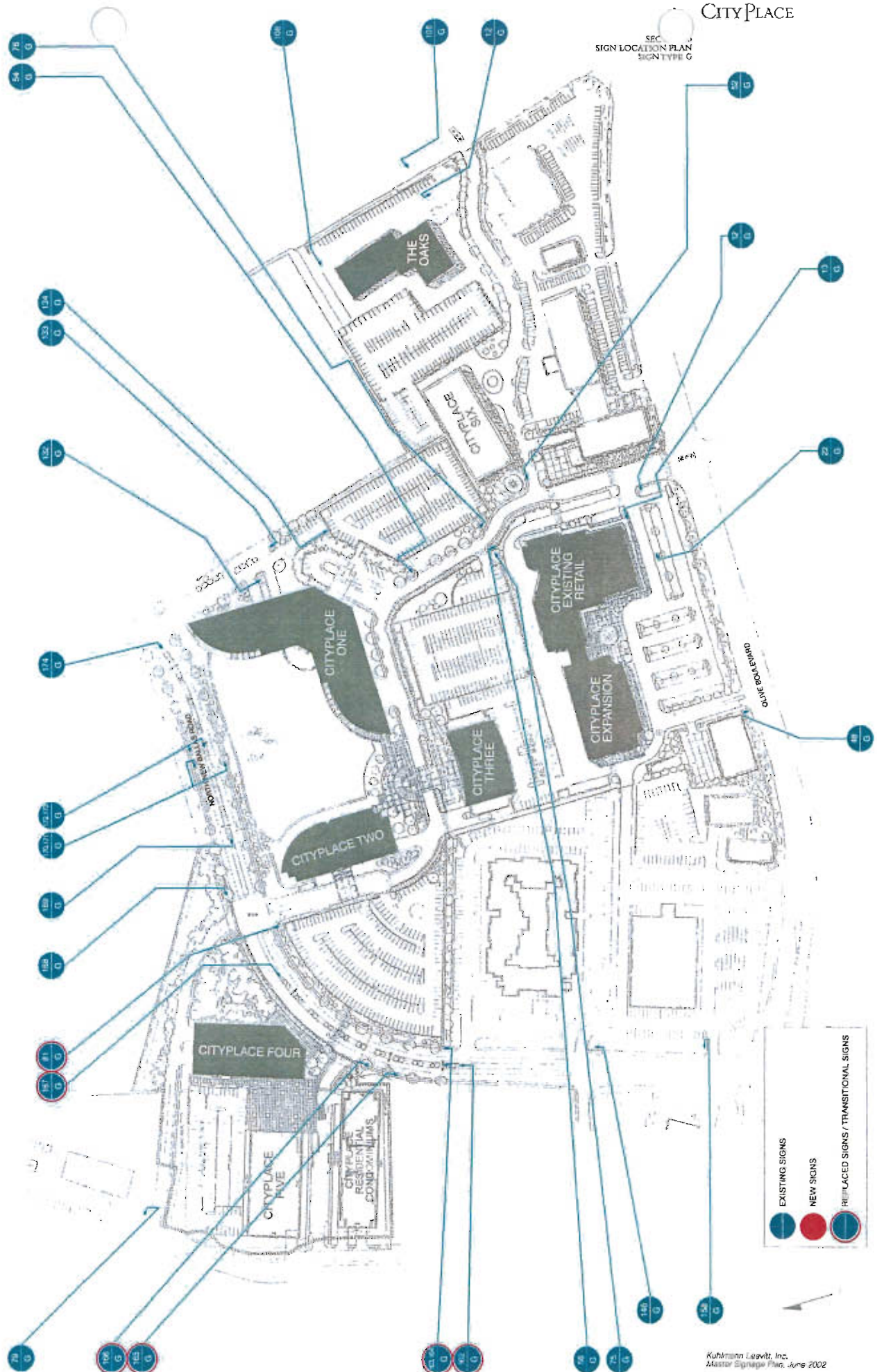


SECTION 3
SIGN LOCATION PLAN
SIGN TYPE C



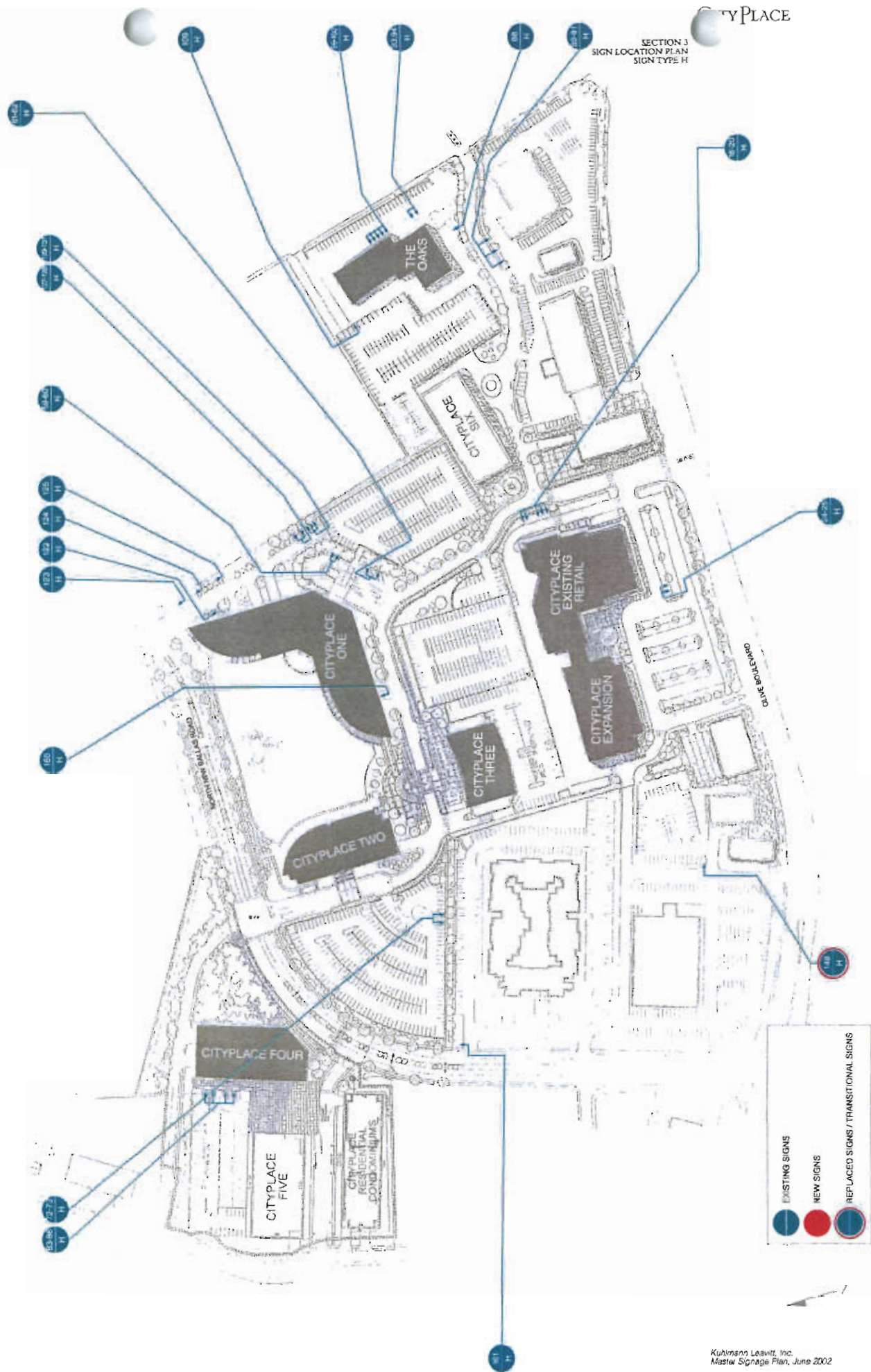




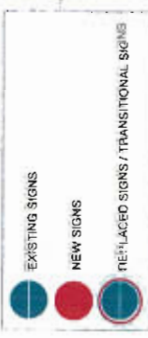
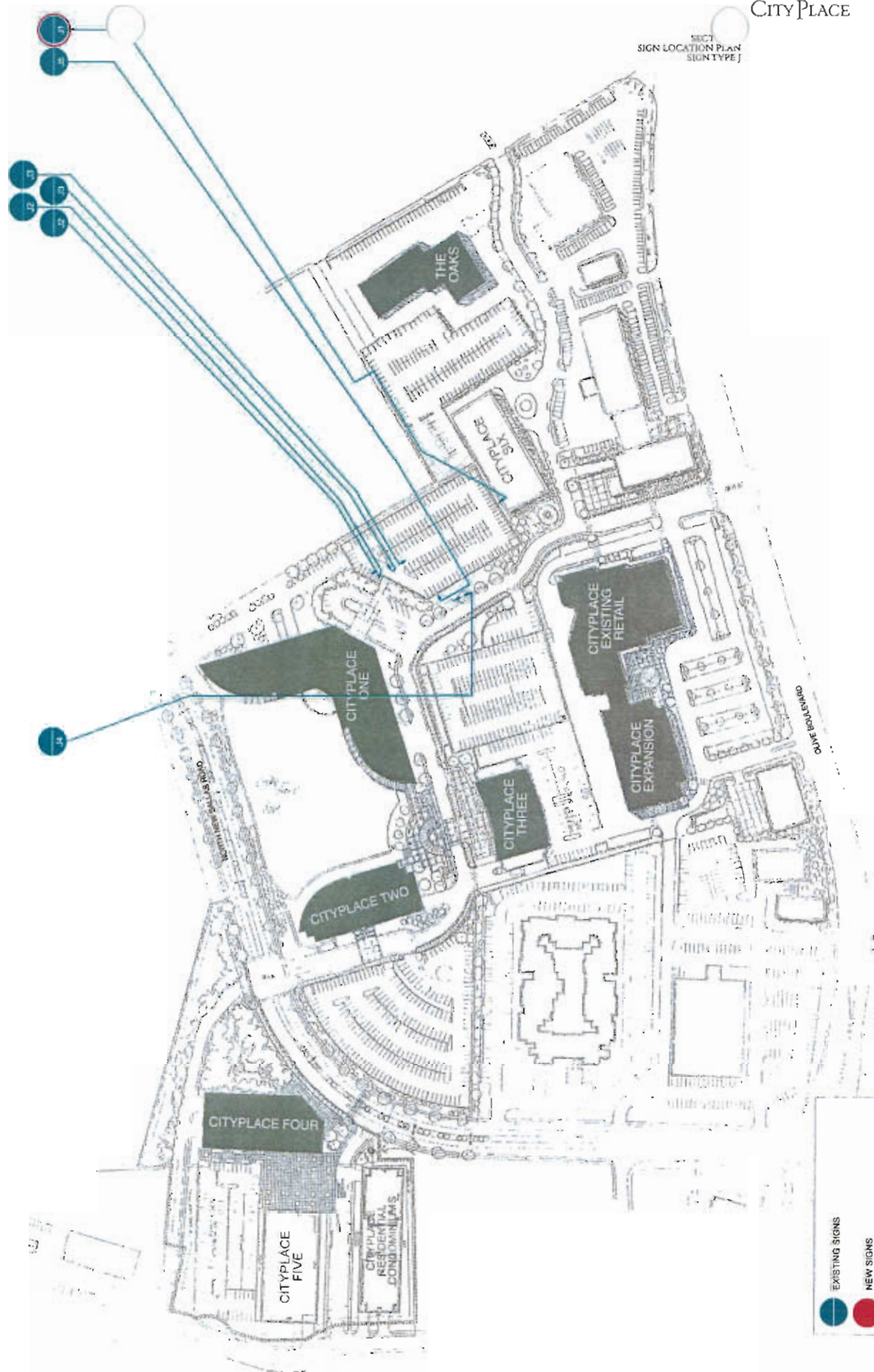


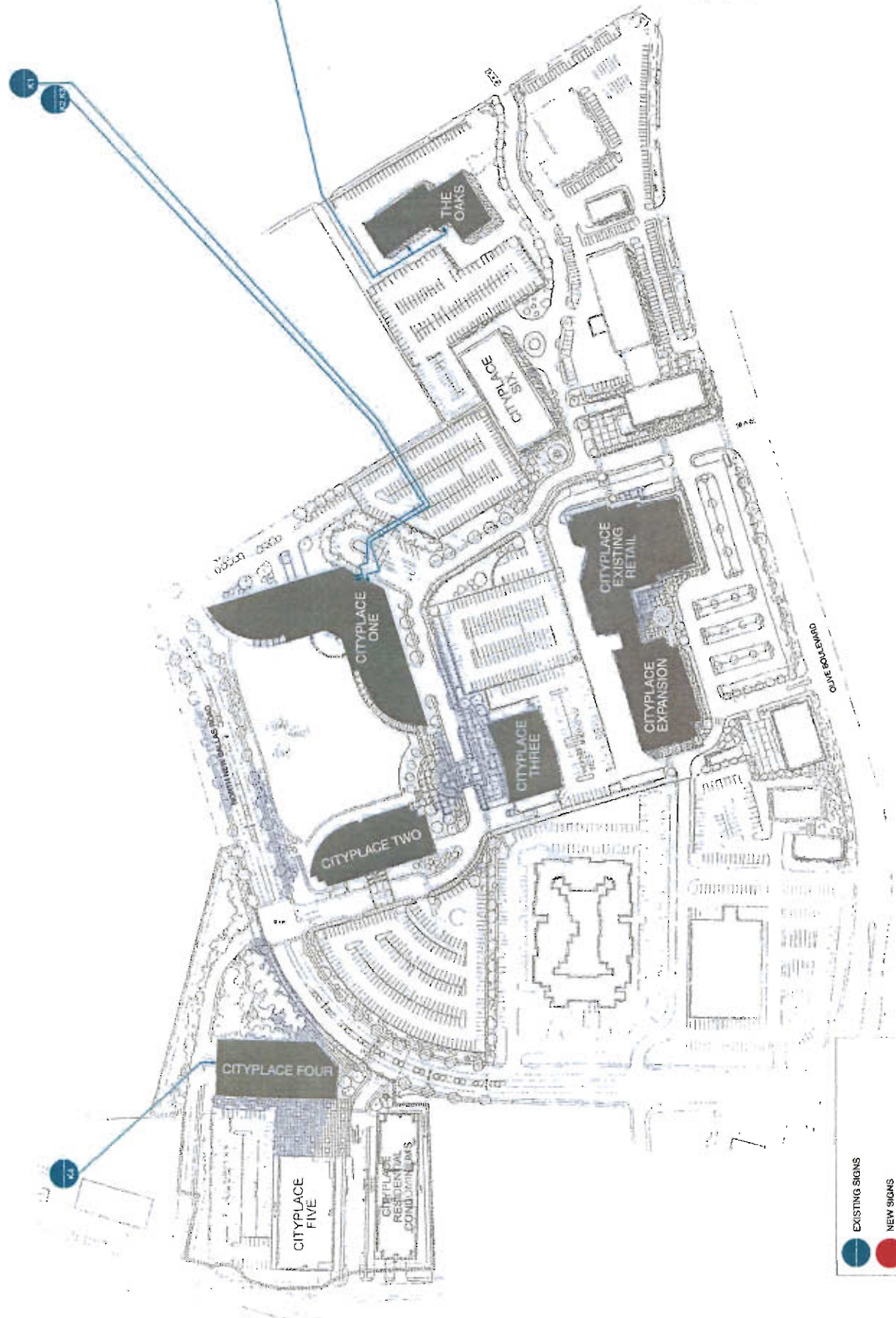
EXISTING SIGNS
NEW SIGNS
REPLACED SIGNS / TRANSITIONAL SIGNS

SECTION 3
SIGN LOCATION PLAN
SIGN TYPE H

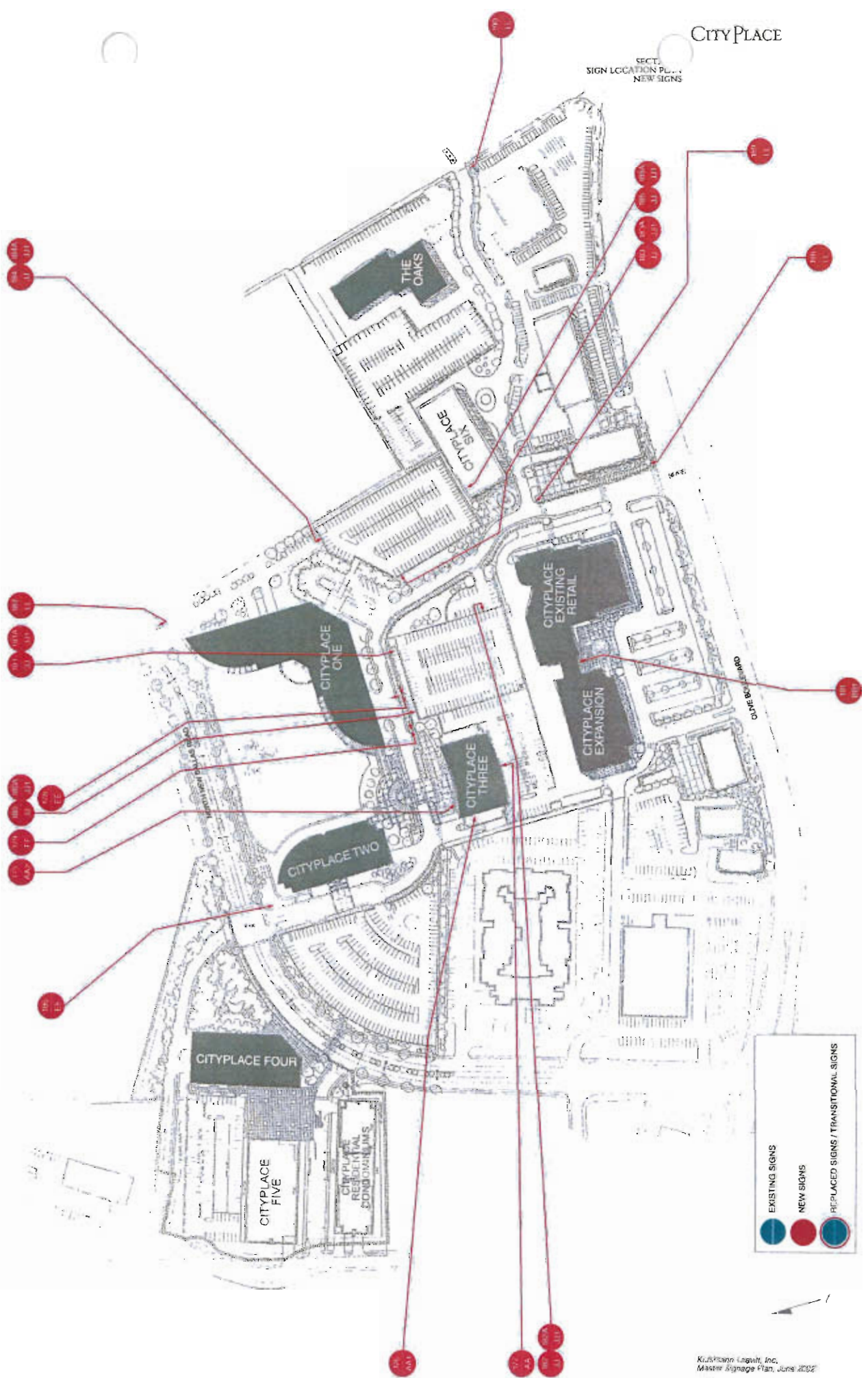


SECT
SIGN LOCATION PLAN
SIGN TYPE J





SECT.
SIGN LOCATION PLAN
NEW SIGNS





sign type

A	HANDICAP
B	RETAIL
C	BUILDING ADDRESS
E	CAMPUS DIRECTIONAL
F	CITYPLACE MONUMENT IDENTITY
G	TRAFFIC REGULATORY
H	PARKING REGULATORY
J	PARKING FACILITIES
X	BUILDING REGULATORY

EXISTING SIGNS

AA	CAMPUS MAIN IDENTITY ON CITY PLACE 3, SOUTH FACE
AA1	TENANT IDENTITY ON CITY PLACE 3, WEST FACE
AA2	TENANT IDENTITY ON CITY PLACE 3, NORTH FACE
BB	RETAIL
BB1	RADIO STATION TENANT RETAIL
EE	CAMPUS DIRECTIONAL
FF	CAMPUS, RETAIL AND BUILDING MONUMENT
GG	TRAFFIC REGULATORY
HH	PARKING REGULATORY
JJ	PARKING FACILITY ENTRY/EXIT IDENTITY
JJ1	PARKING FACILITY CLEARANCE HEIGHT
JJ2	PARKING FACILITY INTERIOR LOCATION IDENTIFIER
JJ3	PARKING FACILITY INTERIOR REGULATORY
KK	BUILDING REGULATORY
LL	STREET NAME IDENTIFICATION
MM	LEASING INFORMATIONAL
NN	CITY PLACE 3 INTERIOR TENANT IDENTIFICATION
NN1	CITY PLACE 3 INTERIOR AMENITIES IDENTIFICATION
NN2	CITY PLACE 3 INTERIOR RESTROOM IDENTIFICATION

PROPOSED NEW SIGNS

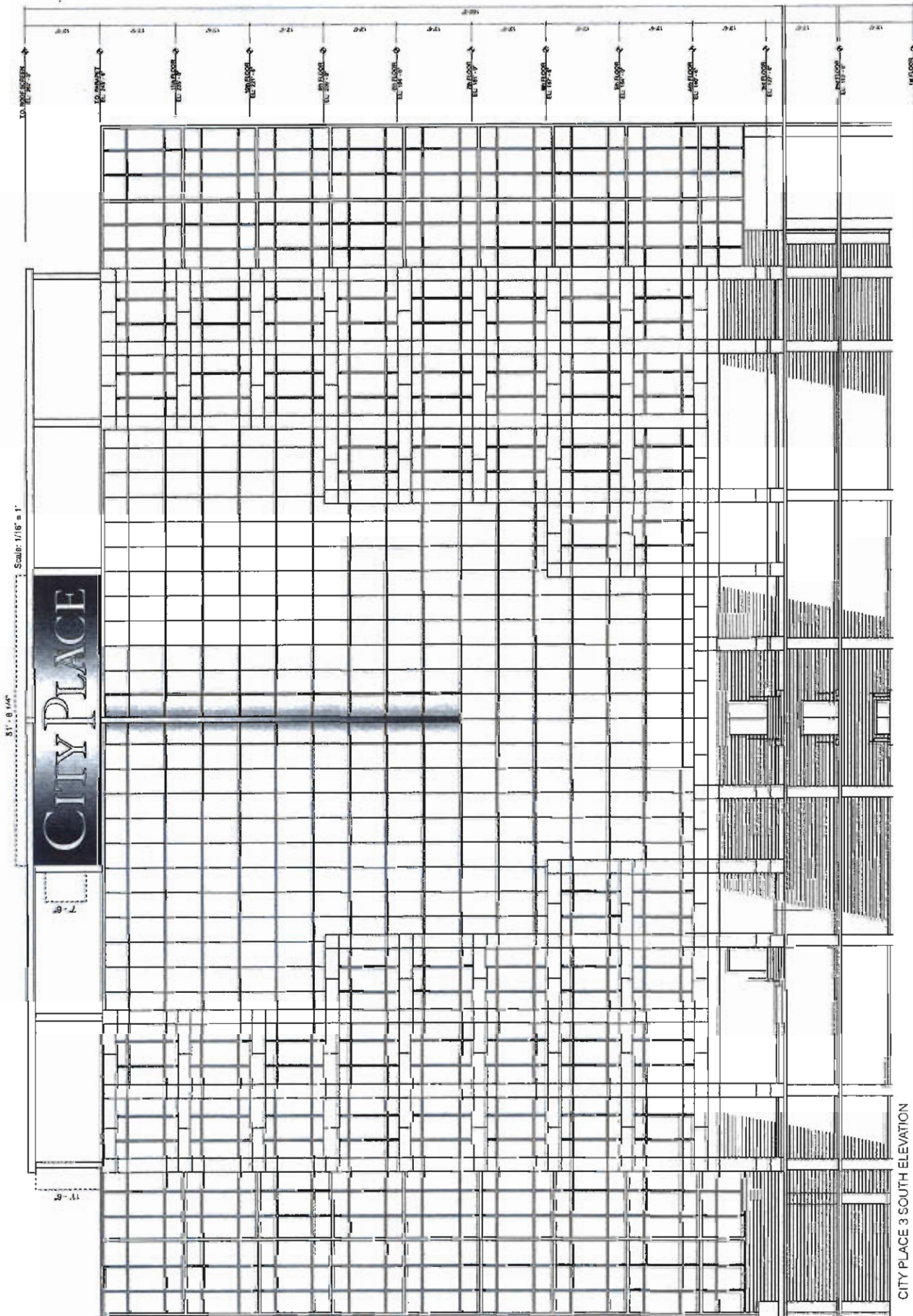
	NUMBER	SIGN TYPE	MESSAGE	DESCRIPTION
EXISTING SIGNS	10	F	CITYPLACE CAMPUS MONUMENT	Black & white granite with silver metal type and logo element, 2 sided
	11	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	12	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters, old
	13	G	TRAFFIC - "Stop for Pedestrian"	White rectangular with red letters
	14	A	HANDICAP	Blue sign, white letters/symbol
	15	A	HANDICAP	White stencil on asphalt
	16	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	17	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	18	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	19	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	20	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	21	A	HANDICAP	Blue sign, white letters/symbol, white stencil on asphalt
	22	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters, old
	23	A	HANDICAP	Stencil on asphalt
	24	H	PARKING - "Creve Coeur parking only"	White rectangular sign blue/black letters/arrow on black pedestal
	25	H	PARKING - "Creve Coeur parking only"	White rectangular sign blue/black letters/arrow on black pedestal
	26	A	HANDICAP	blue stencil on asphalt
	27	A	HANDICAP	blue stencil on asphalt
	29	A	HANDICAP	blue stencil on asphalt
	31	C	ADDRESS	White vinyl numbers (light typeface) on glass
	32	C	ADDRESS	White vinyl numbers (light typeface) on glass
	33	C	ADDRESS	White vinyl numbers (light typeface) on glass
	34	C	ADDRESS	White vinyl numbers (light typeface) on glass
	35	C	ADDRESS	White vinyl numbers (light typeface) on glass
	36	C	ADDRESS	White vinyl numbers (light typeface) on glass
	37	C	ADDRESS	White vinyl numbers (bold typeface) on glass
	38	B	RETAIL - "Kinko's"	White 3D letters on building, internally illuminated
	39	B	RETAIL - "Kinko's"	White 3D letters on building, internally illuminated
	40	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	41	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	42	B	RETAIL - "Creve Coeur Camera"	White 3D letters on building, internally illuminated
	43	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	44	C	ADDRESS	White vinyl numbers (chunky typeface) on glass
	45	B	RETAIL - "Provisions"	White/Red 3D letters on building, internally illuminated
	46	C	ADDRESS	White vinyl numbers (long typeface) on glass
	47	F	CITYPLACE RETAIL MONUMENT	Black & white granite with silver metal type, 2 sided
	48	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters
	52	G	TRAFFIC - "Stop"	Red hexagon sign with white letters
	53	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	54	G	TRAFFIC - "Stop"	Black box panel with red/white, letters/symbol
	55	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	56	G	TRAFFIC - "Stop"	Black box panel with red/white, letters/symbol
	57	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	58	G	DIRECTIONAL - "One way"	White square sign with blue letters/arrow
	59	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	60	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	61	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	62	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	63	A	HANDICAP	Blue sign, white letters/symbol
	64	A	HANDICAP	Blue sign, white letters/symbol
	65	A	HANDICAP	Blue sign, white letters/symbol
	66	F	CITYPLACE ONE BUILDING MONUMENT	Black & white granite with silver metal type - 1-sided
	67	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated

	NUMBER	SIGN TYPE	MESSAGE	DESCRIPTION
PROPOSED NEW SIGNS	175	AA2	LOCKTON (logo)	dimensional letters and suspended logo at 3rd floor level of south face CP3
	176	AA1	Microsoft	Internally illuminated letters on west face of CityPlace 3
	177	AA	CITYPLACE	Curved sign panel at parapet level of north face of CityPlace 3
	178	EE	(west face): Visitor Parking City Place 3 (arrow right) City Place 1 (arrow up) Retail Shops (arrow up) (south face): Visitor Parking City Place 3 (arrow straight) (east face): City Place 1 Loading Dock (arrow right) City Place 3 Visitor Parking (arrow left)	Cube sign, 3 sided messages
	179	FF	CityPlace (logos) 3 (list of tenants)	Large Cube with logo, large numeral and building tenant list
	180	JJ	City Place 3 Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	180a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	181	JJ	City Place 1 West Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	181a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	182	JJ	Naxtel Visitor Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	182a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	183	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	183a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	184	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	184a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	185	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	185a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	186	EE	(south face all arrow up): City Place 1 City Place 2 City Place 3 (west face): City Place 1 (arrow right) City Place 2 (arrow right) City Place 3 (arrow right) City Place 4 (arrow left) (east face): City Place 1 (arrow left) City Place 2 (arrow left) City Place 3 (arrow left) City Place 4 (arrow right) (north face): City Place 4 (arrow up)	Cube sign, 4 sided messages
	187	GG	STD/P Replaces sign 135	square tube post, standard DOT sign face
	188	LL	City Place Dr. Olive Blvd.	square tube post, blade with street names
	189	LL	City Place Dr. (name of street)	square tube post, blade with street names
	190	LL	(name of street) (name of street)	square tube post, blade with street names
	191	BB1	(Radio Station logos)	aluminum layered radio station logos mounted to substrate

Sign consists of aluminum sign panel with backlit letters; sign fabricator to be responsible for engineering of all structural support and anchorage; sign fabricator to be responsible for engineering of all structural elements; all fasteners, electrical transformers to be concealed from view; radius of sign panel to be sufficient to wrap around existing building "fin" etc. and to make sufficient contact with rooftop support elements and contain all lamps required for even white illumination; illumination to be "soft" and warm, specific lighting specifications to be determined.

CITYPLACE

SEC 1
SIGN TYPE 4A
CAMPUS MAIN IDENTIFICATION
CITY PLACE 3 SOUTH FACE



CITY PLACE 3 SOUTH ELEVATION

Kulmann Levitt Inc.
Signage Master Plan, June 2002



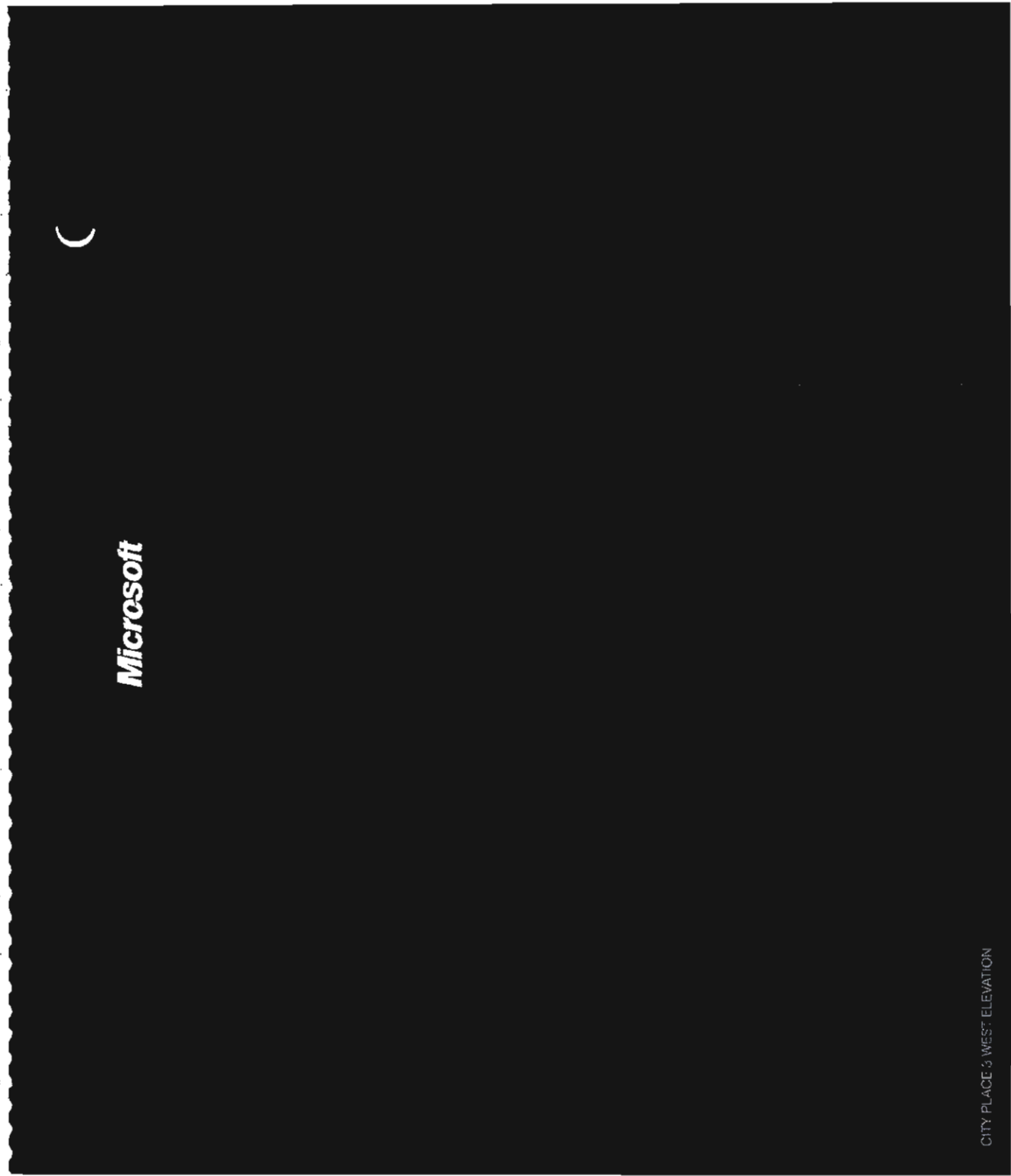
CITY PLACE

CITY PLACE 3 SOUTH ELEVATION



CITY PLACE

SECTION
SIGN TYPE BB
SELECT TENANT IDENTIFICATION
CITY PLACE 3 WEST FACE, NIGHTVIEW



Sign consists of 1'-9 1/2" ht x 3" depth painted aluminum dimensional letters, color gloss black; sign also consists of logo spandrel element that suspend between columns at building entry, logo spandrel support and anchoring/adhesive of suspended elements color; sign fabricator to be responsible for engineering of all structure support and anchoring/adhesive of suspended elements as needed to meet windload and weight requirements, all fasteners to be rivets to view.

SECTION 5
SIGN TYPE A&Z
TENANT IDENTIFICATION
CITY PLACE 3 NORTH FACE
1'-9 1/2" 4'-2 1/4"

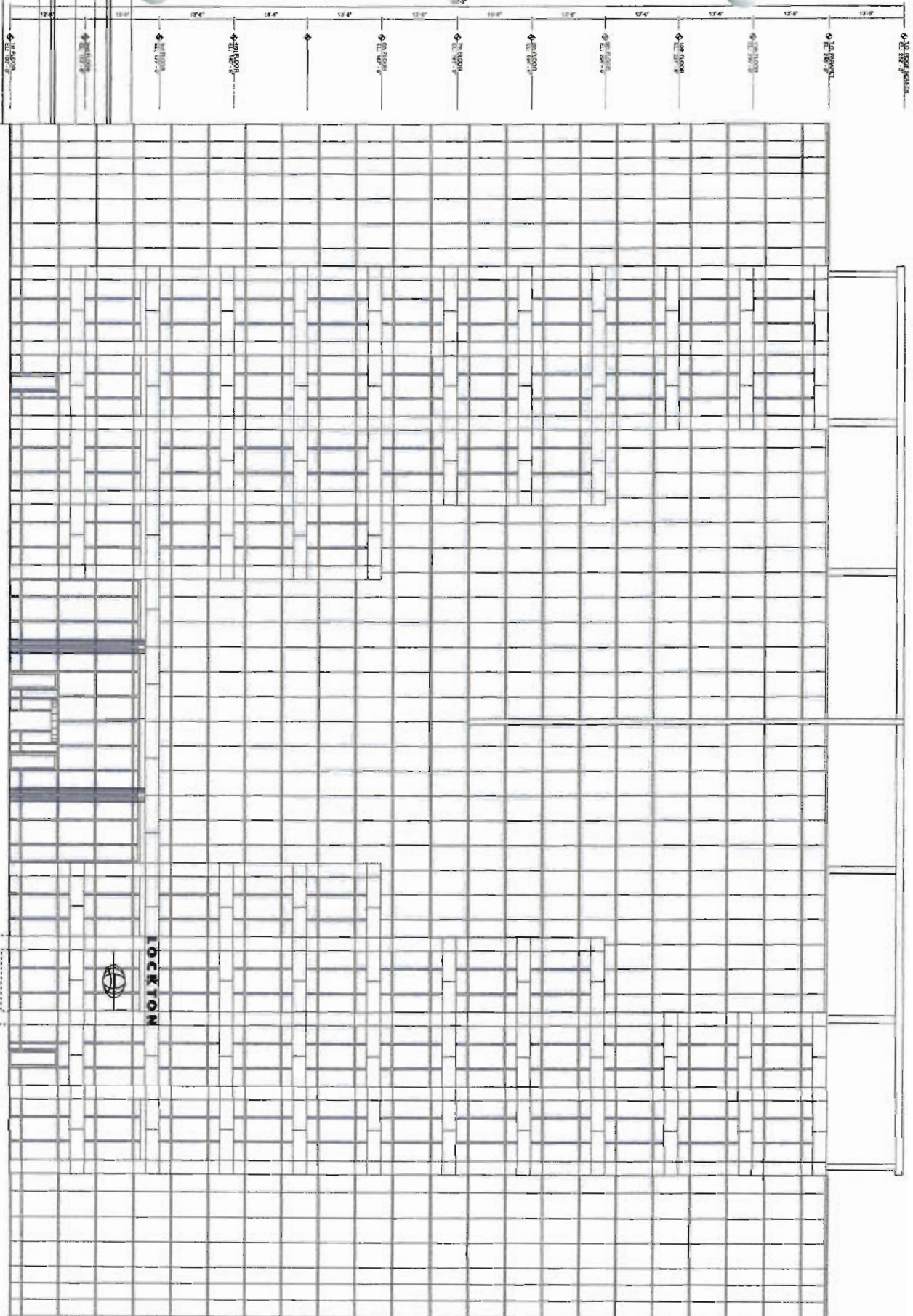
CITY PLACE 3 NORTH ELEVATION

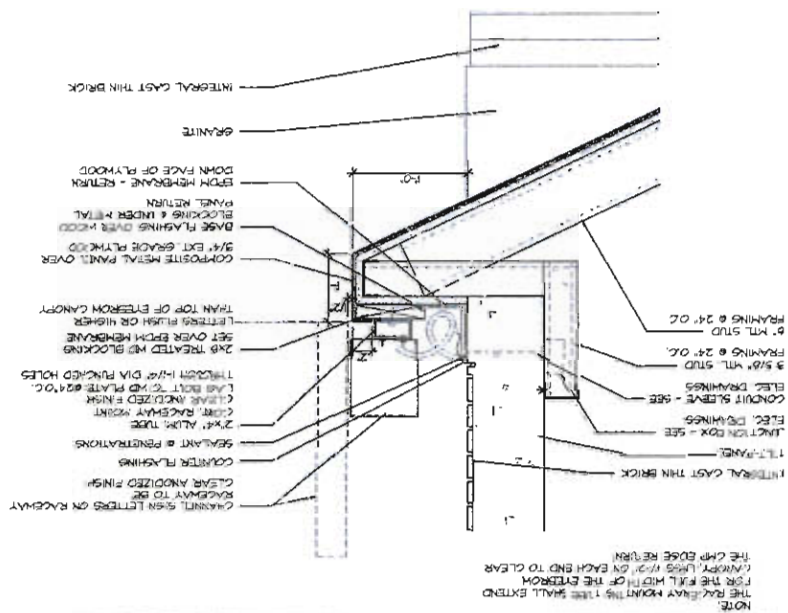
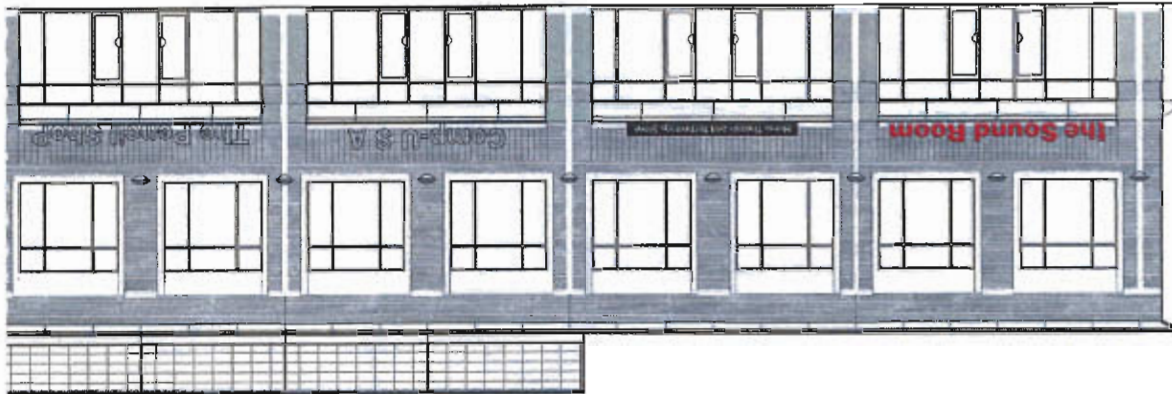
Scale: 1/16" = 1'

10'-10 1/2"

1'-8 1/4"

LOCKTON



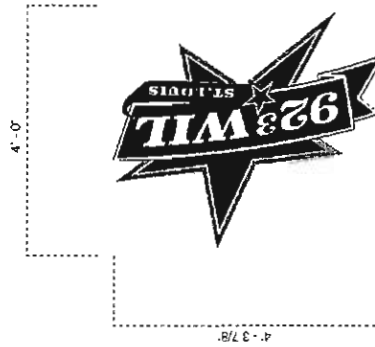


black, layer 1
 silver, layer 2
 white, layer 3 (top layer)
 silver, layer 2



Radio Station signs to be clear enodded
 aluminum layered panels, sign panel height
 vary, sign panels to be metallic silver, black
 and white colors only. Sign panel is to be
 mechanically affixed to a substrate sign and
 that is painted to match architect's sample.
 Sign is attached to the structure for all
 structural support and weight are provided
 to meet windload and weight are provided
 support structures may become visible from
 view, as non-corrosive fasteners and all have
 filter as conditions require to be visible to
 views.

123 WIL ST. LOUIS

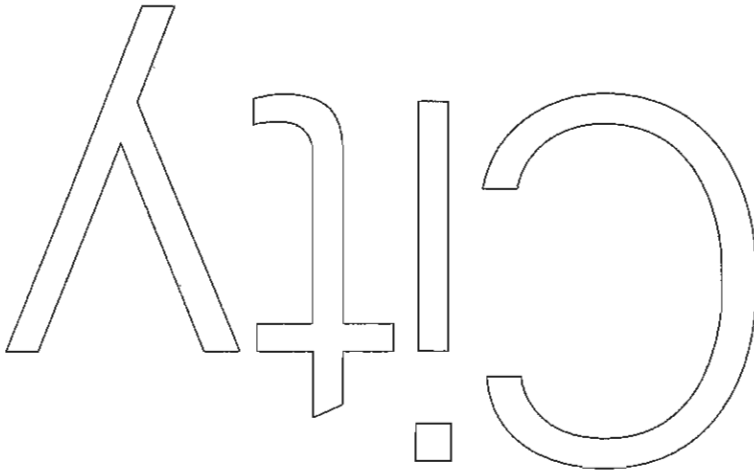
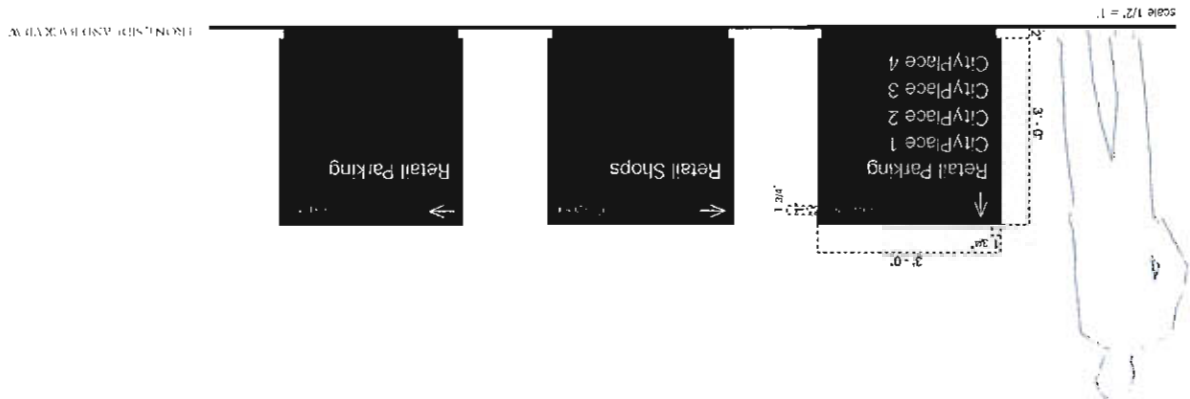
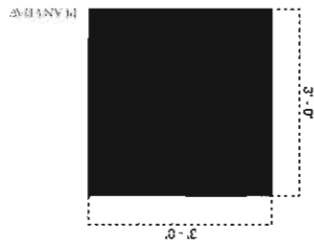


SIGN TYPE BBI
 RADIO STATION TENANT RETAIL IDENTIFICATION

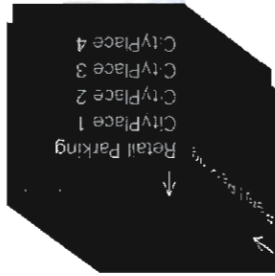
Sign Type 15
NEW SITE DIRECTORIAL
Eventually will replace all Sign Type 15 directional

DESCRIPTION

Sign consisting of 3' - 0" x 3' - 0" x 3' - 0" aluminum cube to be painted color black; messages (arrows and letters) to be computer cut logo to be non-reflective vinyl, color white, mounted to concrete base; sign fabrication to be responsible for engineering of all internal structural support, substrate and loading as needed to meet windload and weight requirements; internal support must be concealed from view, all fasteners to be invisible to viewer



ALUMINUM SIGN TYPE 15



Sign Type 15
NEW SITE DIRECTORIAL
Eventually will replace all Sign Type 15 directional

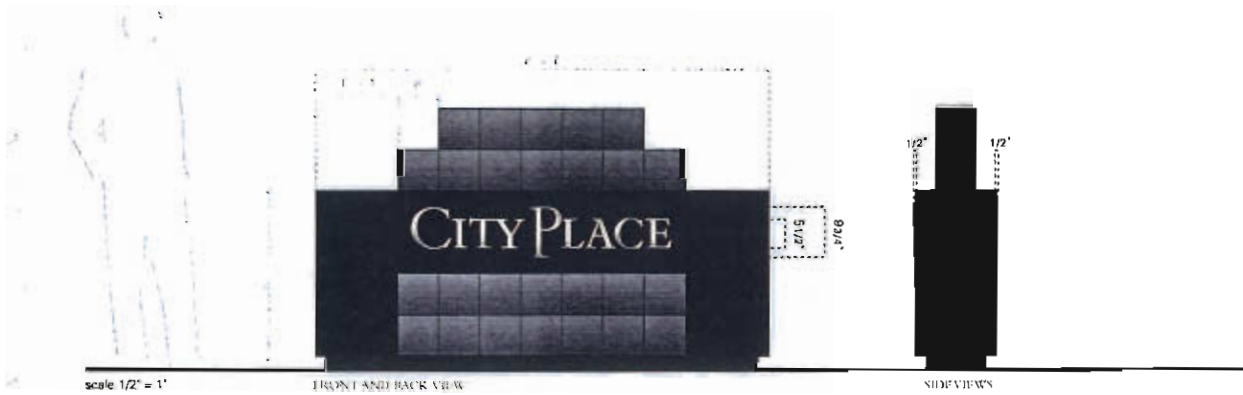
SIGN TYPE F #10
TRANSITIONAL CAMPUS MONUMENT
Eventually will be replaced by Sign Type FF
(see following page of this document)

Existing Campus Monument sign with removed old logo, both sides; replace logo with 9 3/4" ht. x 1/2" thick stainless steel new logotype, both sides; stud mount new logotype flush to monument face; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible

DESCRIPTION



PLAN VIEW



scale 1/2" = 1'

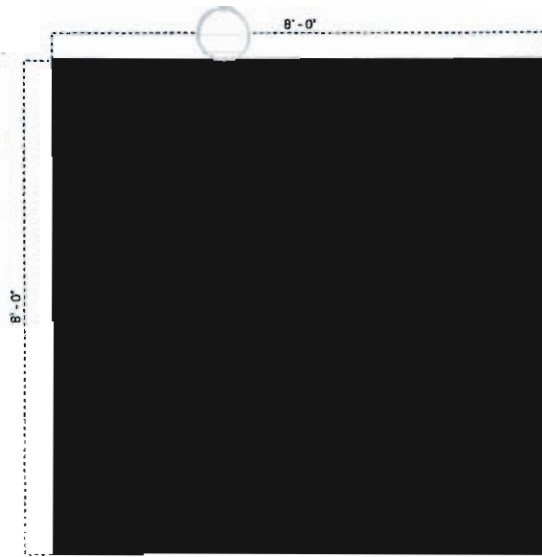
FRONT AND BACK VIEW

SIDE VIEWS



new logotype

existing structure

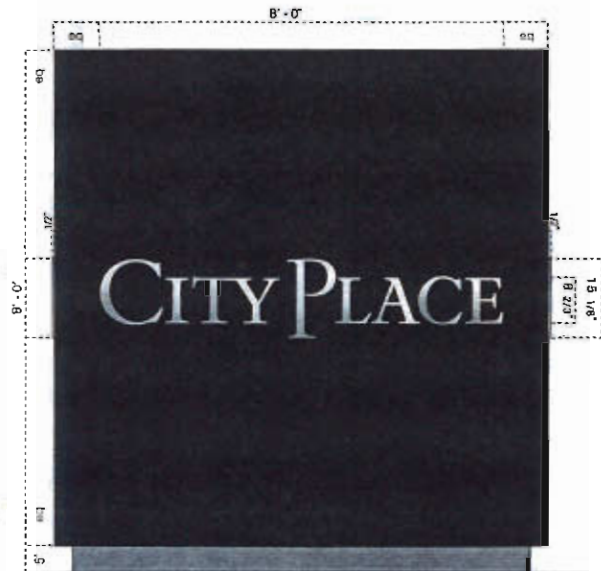


PLAN VIEW

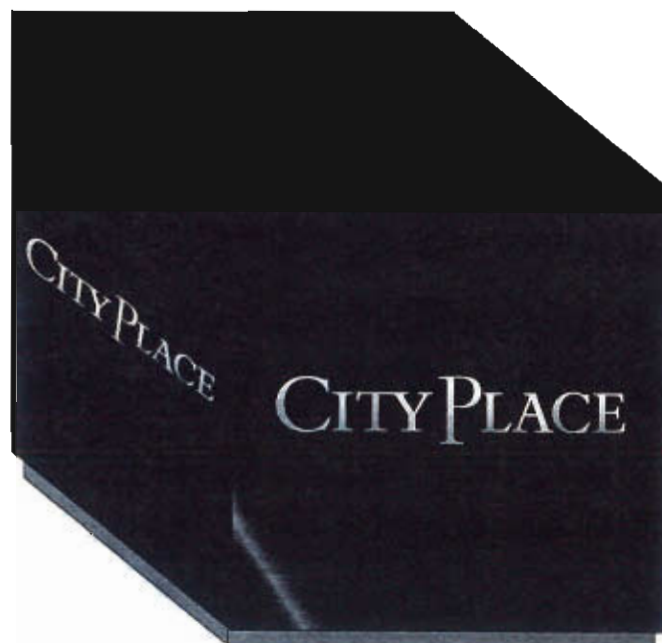
SIGN TYPE 1:
NEW CAMPUS MONUMENT
Eventually to replace sign #10 F
(see previous page of this document)

DESCRIPTION

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube, paint color black; top of cube to be other material to be determined; cube mounts onto a recessed 5" ht visible concrete base/footing; sign fabricator to be responsible for all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer; logotype to be silkscreened on back of glass before backpainting; minimal corner and edge treatment to be determined to address vulnerability of those conditions



FRONT, BACK AND SIDE VIEWS



AXON VIEW



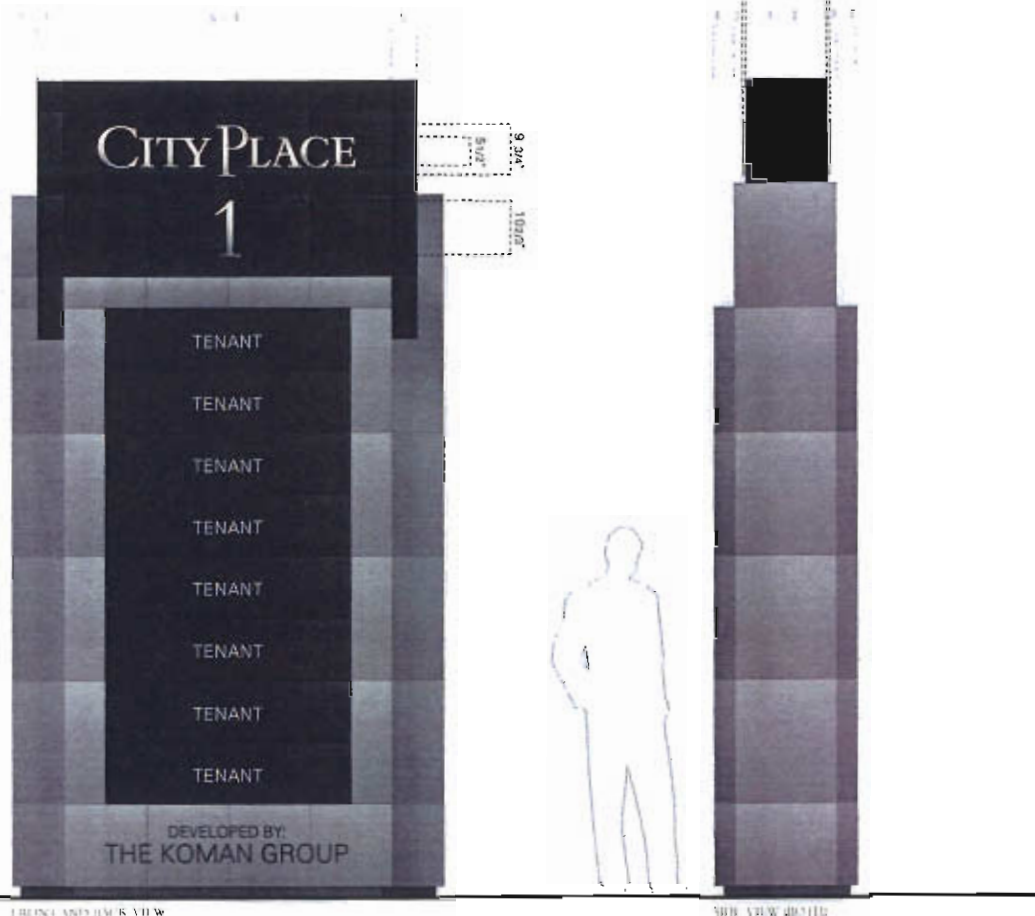
SIGN TYPE F #66 and #74
TRANSITIONAL BUILDING MONUMENT
Eventually to be replaced by Sign Type PF2
(see following page of this document)



PLAN VIEW

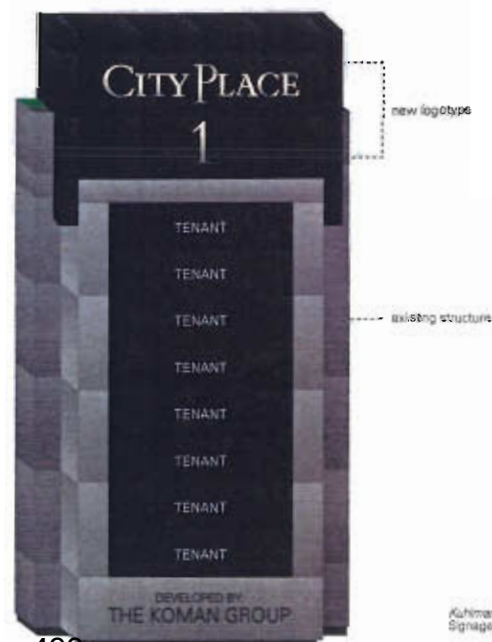
Existing building monument signs; remove CityPlace one, two and four existing lettering; replace with new logotype and numerals 1, 2 and 4; logotype to be 1/2" thick x 9 3/4" ht. numerals to be 1/2" thick x 10 5/8" ht. stainless steel, #4 brushed finish; stud mount logotype and numeral flush to monument face as shown below; adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible;

DESCRIPTION



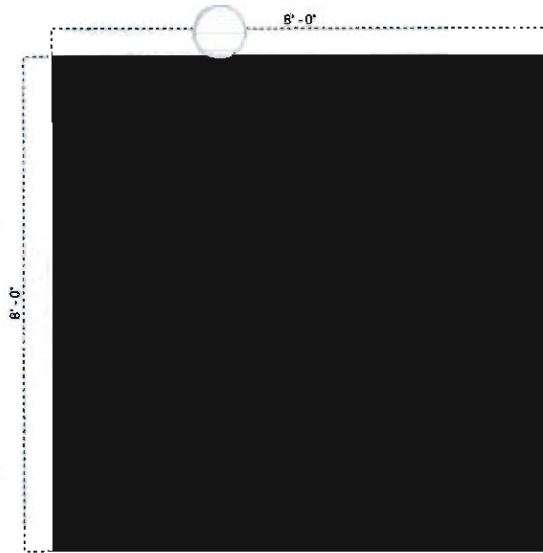
scale 1/2" = 1' FRONT AND SIDE VIEW

SIDE VIEW DETAIL



Kuhlmann Gessert Inc.
Signage Master Plan, June 2002
S12

SIGN TYPE #2 A
 NEW BUILDING MONUMENT
 Eventually will replace Building Monument
 for CityPlace 1, 2 and 4
 (see previous page of this document)



PLAN VIEW

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube; paint color black; top of cube to be other material to be determined; cube mounts onto a 5" ht visible concrete base/footing; sign fabricator to be responsible for all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer; Sign front and back graphics silkscreened on back of glass before backpainting; Tenant graphics to be computer cut adhesive backed vinyl occur on outside of glass, 2 sides; minimal corner and edge treatment to be designed to address vulnerability of those conditions

DESCRIPTION



scale 1/2" = 1'

FRONT AND BACK VIEW

SIDE VIEW DETAIL



ISOMETRIC VIEW

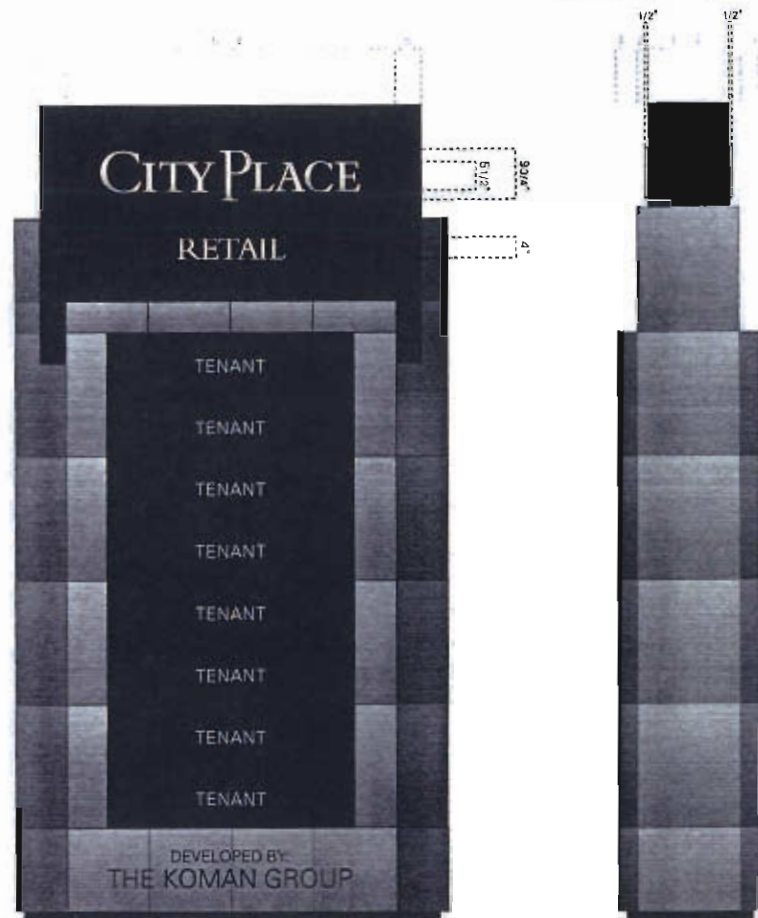
SIGN TYPE P-647
TRANSITIONAL RETAIL MONUMENT
Eventually will be replaced by Sign Type FF
(see following page of this document)



PLAN VIEW

Existing Retail Monument sign with removed old logo; replace old logo with 9 3/4" h. x 1/2" thick stainless steel new logotype; stud mount new logotype flush to monument face; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible

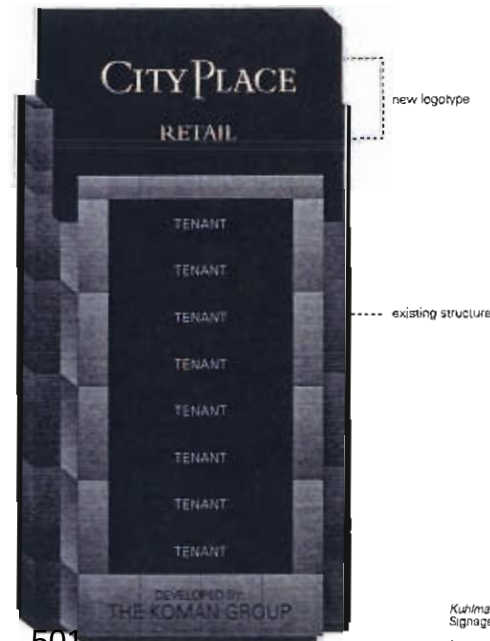
DESCRIPTION



scale 1/2" = 1'

FRONT AND BACK VIEW

VIEW FROM STREET



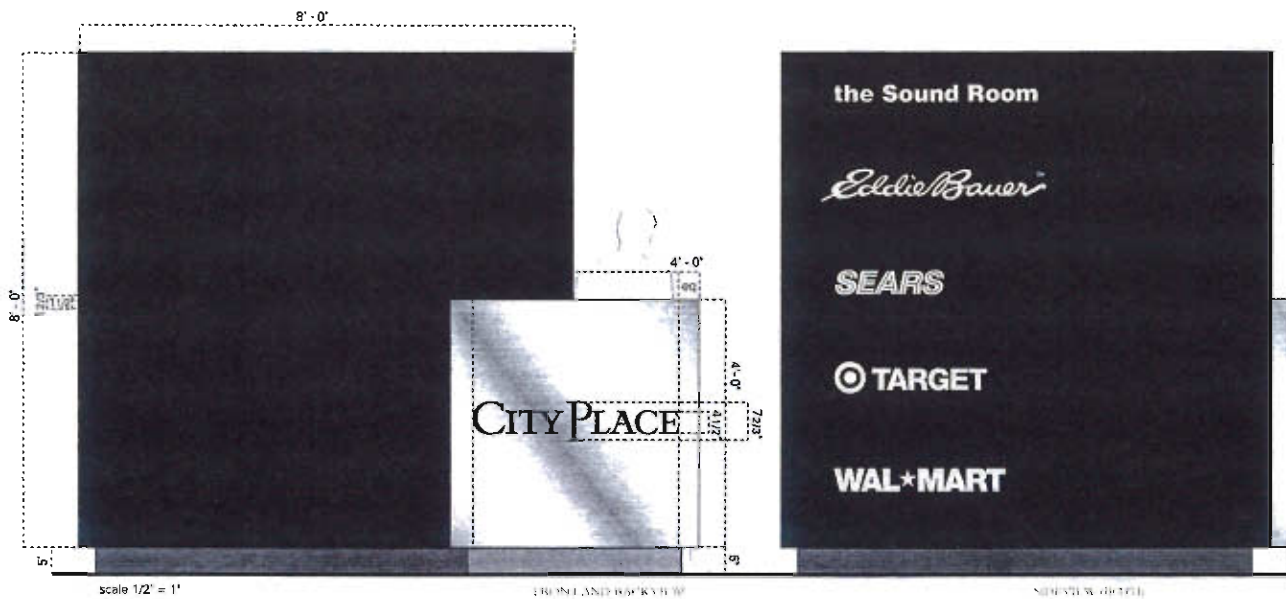
SIGN TYPE F
NEW RETAIL MONUMENT
Eventually will be replaced Sign Type F
(see previous page of this document)

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube; paint color black; top of cube to be other material to be determined; cube mounts onto a 5" ht visible concrete base/footing. Sign back graphics silkscreened on back of glass before backpainting; Tenant graphics to be computer cut adhesive backed vinyl occur on outside of glass, 2 sides; minimal corner and edge treatment to be designed to address vulnerability of those conditions; sign fabricator to be responsible for all engineering of all elements including internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer;

DESCRIPTION

Sign also consists of an adjoining 4' x 4' x 4' cube fabricated out of 1/4" thick aluco-bond type material; mounted to a 5" ht. concrete base; letters to be 1/2" thick aluminum painted black; letters mechanically mounted to cube face with concealed fasteners; sign fabricator to be responsible for all engineering of all elements including internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer;

PLAN VIEW



tenant names →

← tenant names

© 2002 The Retail Group

BACK VIEW
(PARALLEL TO SIDE)

← Logotype on 3 sides

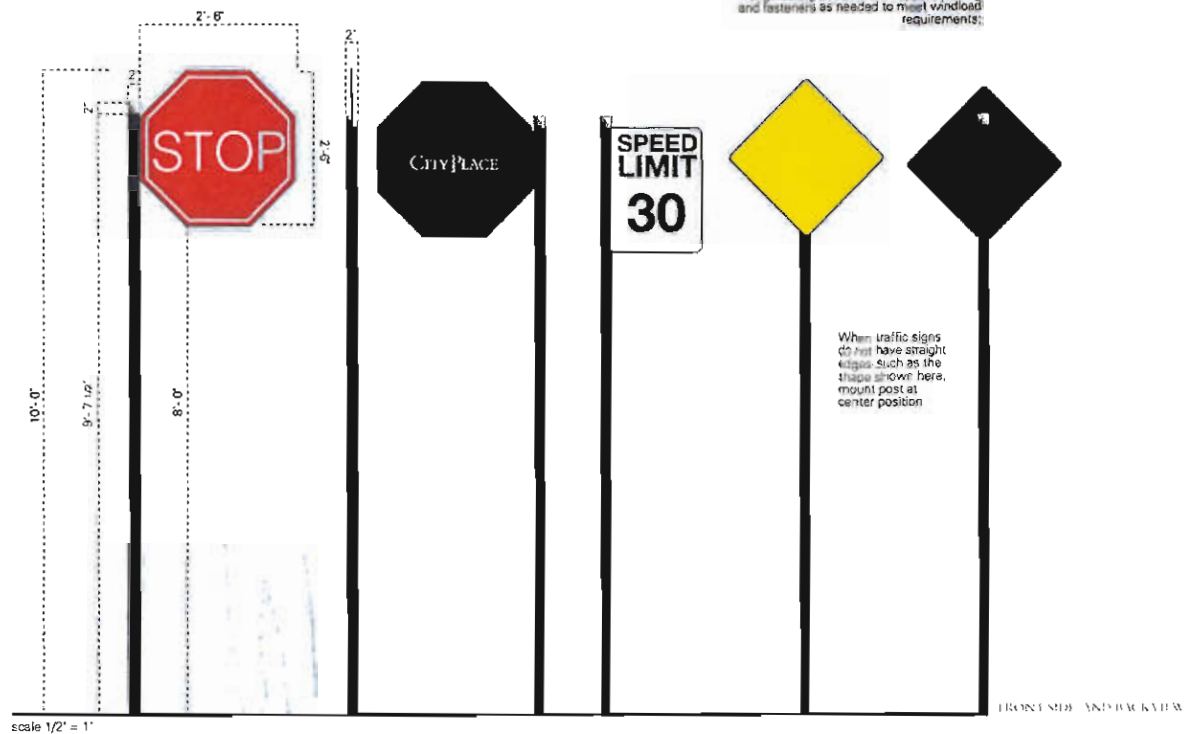
ADDITIONAL
OR EXISTING ELEVATIONKunkinm Lohr Inc.
Signage Master Plan, June 2002
5.15



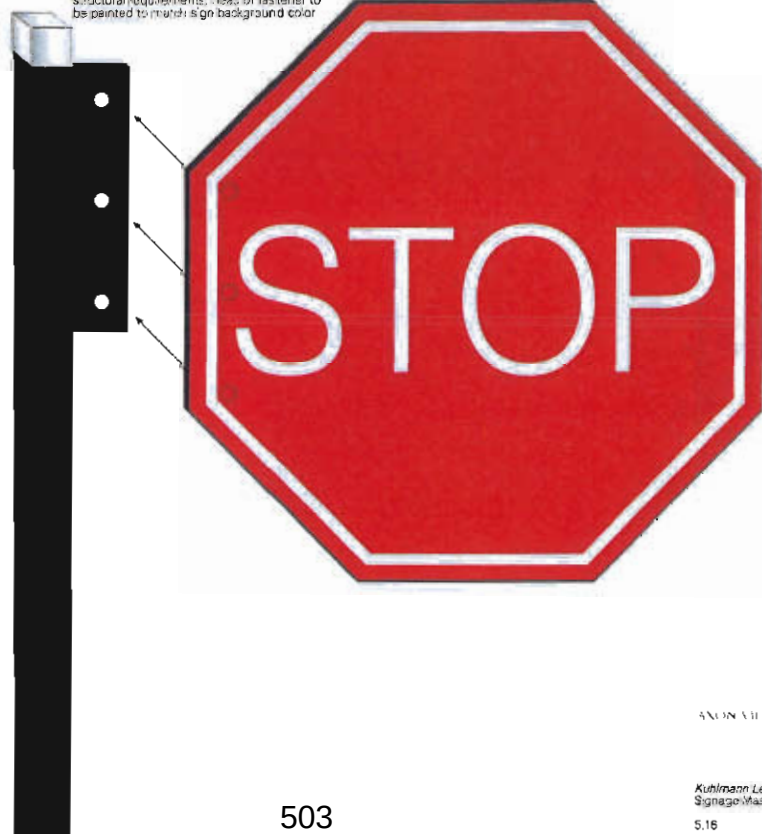
PLAN VIEW

Sign consisting of: standard DOT traffic message panels; backs of message panels to be painted black with computer cut adhesive backed vinyl logo, color white; post to be 2" square aluminum tube, painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as needed to meet windload and weight requirements; sign fabricator to be responsible for engineering all structural support, footing and fasteners as needed to meet windload requirements;

DESCRIPTION



tab welded to post center, top of tab aligned with bottom of "final" portion of post; standard DOT sign panels affix to tab with non-combustive fasteners, as minimal as possible, yet still meeting windload stress requirements; sign fabricator is responsible for engineering of all elements to meet structural requirements; head of fastener to be painted to match sign background color



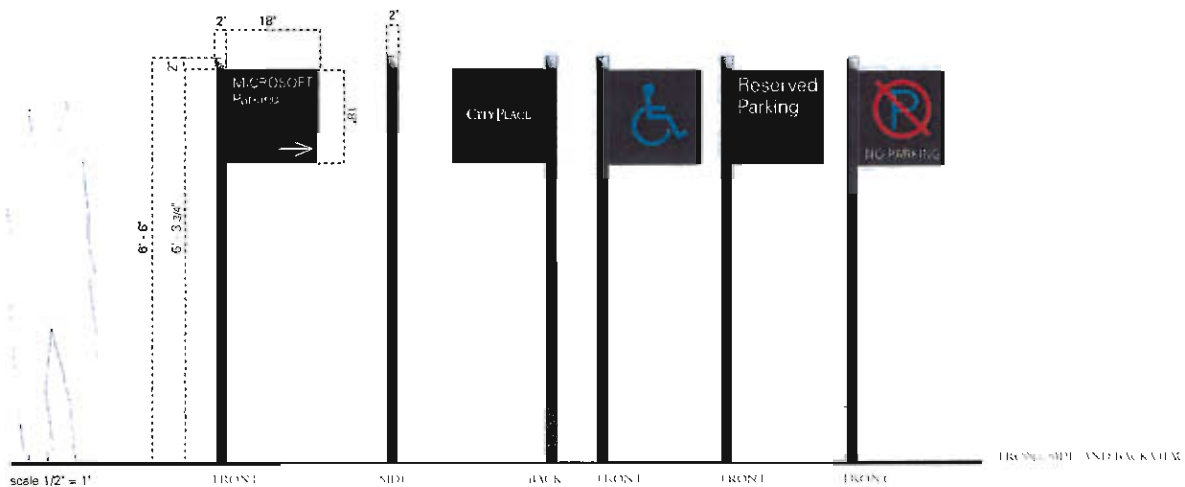
SECTION VIEW

SIGN TYPE
PARKING REGULATORY
Eventually will replace all Parking Regulatory

Sign consisting of 18" x 18" x 1/8" painted aluminum message panel; background color black; letters to be computer cut adhesive backed vinyl, one two or three colors to be determined; backs of message panels to be painted black with computer cut adhesive backed vinyl logo, color to be white; post to be 2" square aluminum tube, painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as required; sign fabricator to be responsible for engineering all structural support, loading and fasteners as needed to meet windload requirements;

DESCRIPTION

PLAN VIEW



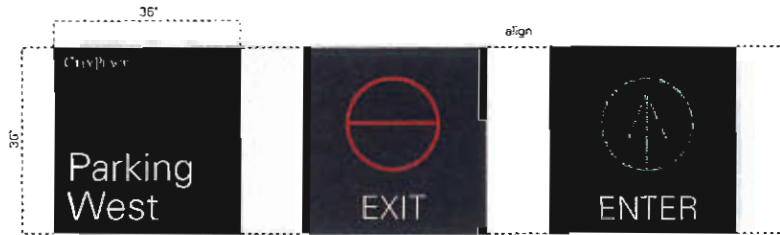
Par

W/ 1/2" SIZE OF 1/2"

ANYONE TO

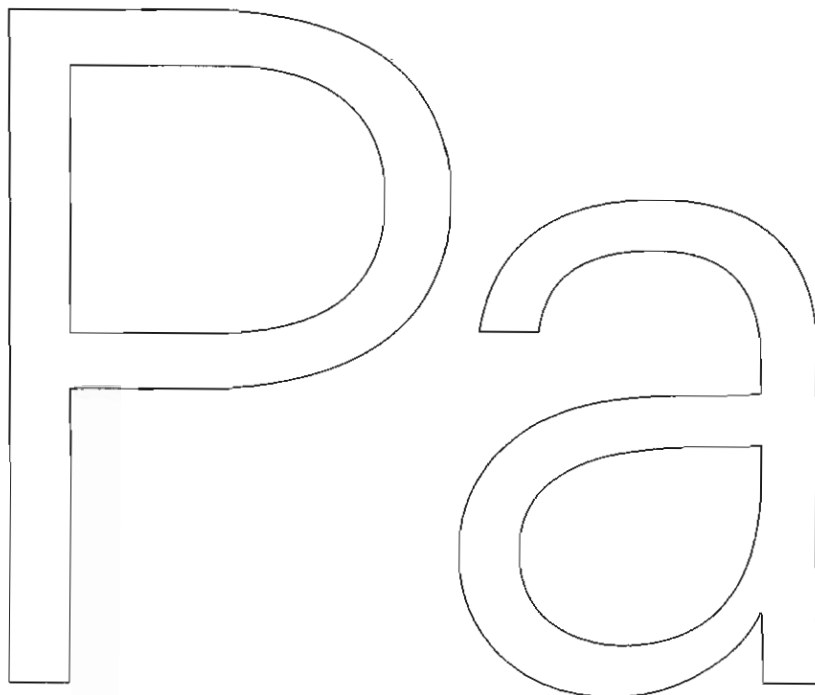


Plaque signs to be 18" x 36" x 36" aluminum panels painted black; lettering/arrows to be computer cut adhesive backed vinyl; colors - white, red, green as shown; plaque signs mount to exterior of parking facility above the ingress/egress on fascia; said mount plaques to garage wall fascia; sign fabricator responsible for engineering of all elements including stud length and diameter; adhesive filers and or any support elements necessary to meet windload and weight requirements; all anchors, fasteners to be concealed from viewer



scale 1/2" = 1'

FRONT VIEW



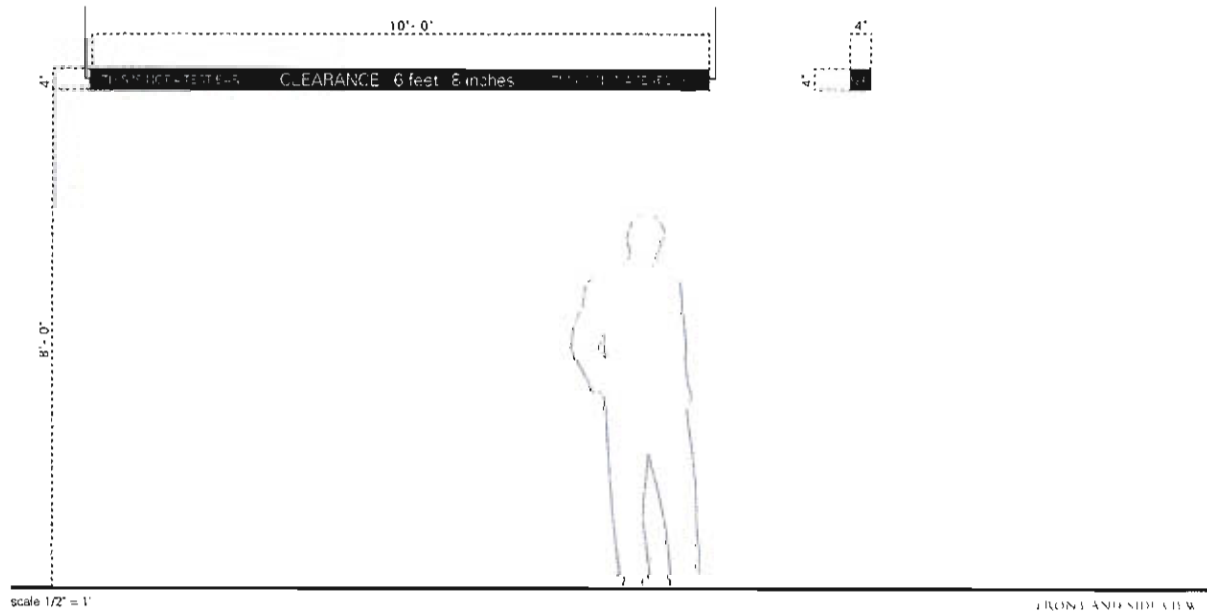
ALUMINUM SIGN 18" x 36"

SIGN TYPE:
PARKING FACILITY HEIGHT CLEARANCE

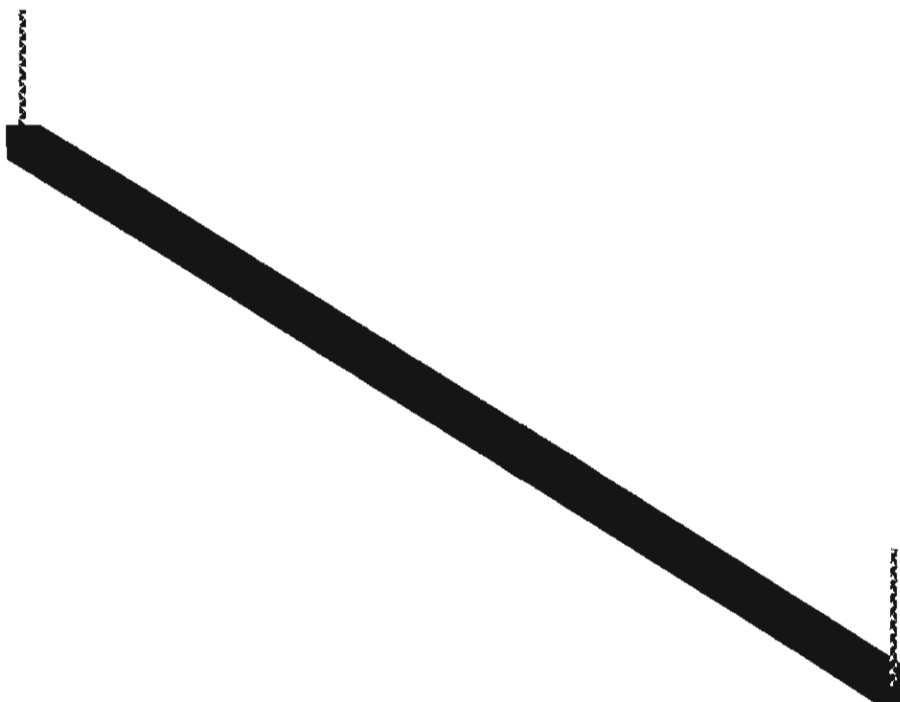
Sign consists of 4" square PVC tube 10' in length; tube to have endcaps; tube to be painted black; tube mounts horizontally to garage entry soffit with black PVC coated chain and appropriate mounting/hanging hardware for weight and length of tube and soffit conditions; letters to be computer cut adhesive backed vinyl, colors white and sunflower yellow; sign fabricator is responsible for engineering of all elements including anchors, fasteners and filler adhesives as required for weight and wind load conditions and condition of entry soffit

THANKS TO P. 10.156

PLAN VIEW

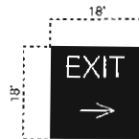


ANCON VIEW



Column sign consists of painted Sintra panels that are positioned to "wrap around" garage columns; sides of columns vary; sign fabricator to field measure all column conditions prior to submitting shop drawings; each panel ht. should equal column width; letters/numbers to be computer cut adhesive backed vinyl, color white

Plaque signs to be 1/4" x 18" x 18" Sintra (black) panels painted black; letters to be computer cut adhesive backed vinyl; plaque signs mount to garage walls or columns; sign fabricator to be responsible for engineering of all fastening elements; fasteners to be invisible to viewer;



scale 1/2" = 1'

© 2002 CityPlace



507

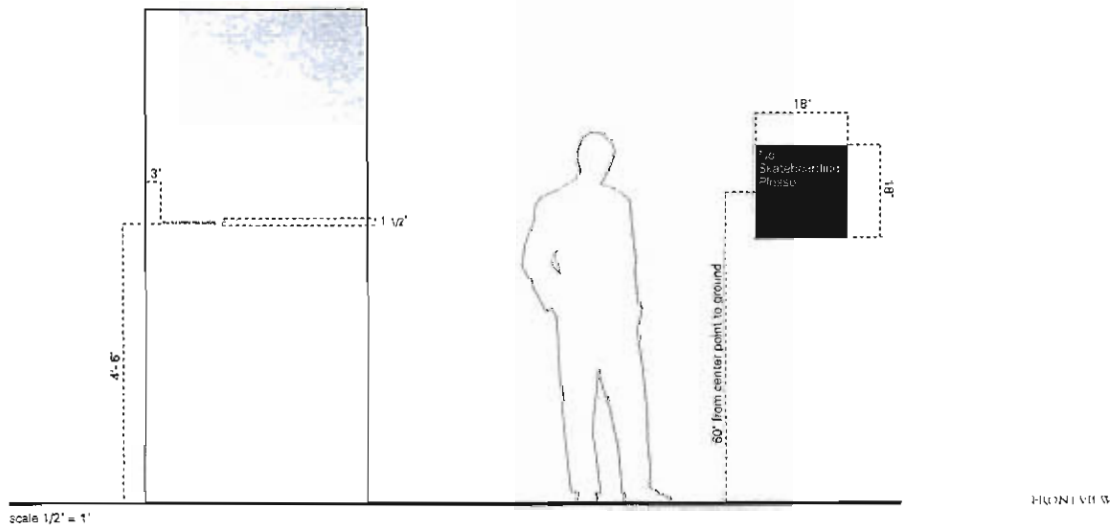
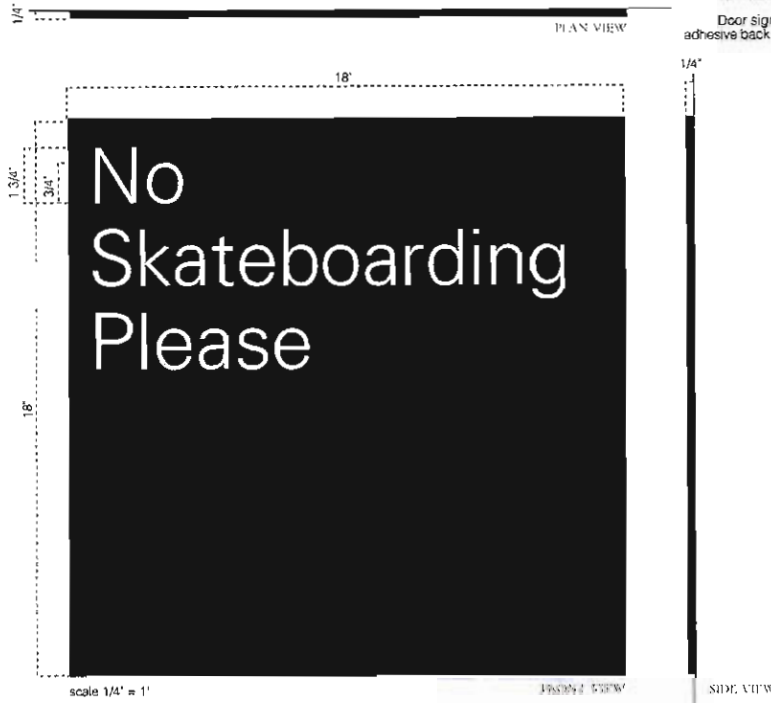
ARCHITECT

Rohmann Leavitt Inc.
Signage Master Plan, June 2002
5.20

Plaque sign consists of 1/8" thick x 18" x 18" painted aluminum panel, color black; letters to be computer cut adhesive back vinyl, color white; sign fabricator to be responsible for engineering of all elements; all fasteners to be invisible to viewer;

DESCRIPTION

Door sign consists of computer cut adhesive back vinyl letters outside on face of glass, color white



This is a smoke free

ACTUAL SIZE OF TYPE



Sign consisting of 4'-2 1/4" length x 5 5/8" ht. message panels, 2 sided; messages to be computer cut adhesive backed reflective vinyl (except for logo, logo to be nonreflective vinyl); post consists of 2 1/2" x 2 1/2" square aluminum tube to be painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as required by conditions; sign fabricator to be responsible for engineering all structural support, footing and fasteners as needed to meet windload requirements.

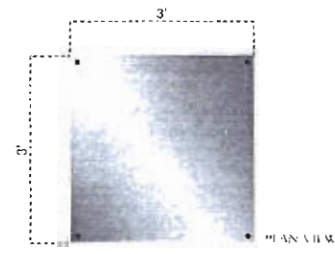
DESCRIPTION





Sign consists of 3'-0" x 3'-0" x 3'-0" cube, fabricated with 1/8" thk. aluminum; cube mounts onto a 2" visible int. concrete base/footing; sign fabricator to be responsible for all internal structural support; substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer; Sign front and back graphics to be silk-screened, color black; cube insert graphics to be large format digitally out-put posters that slide between a Sintra backing substrate material and 1/4" thick tempered clear glass front

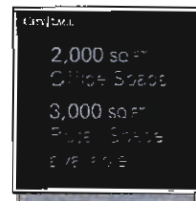
DESCRIPTION



TOP VIEW

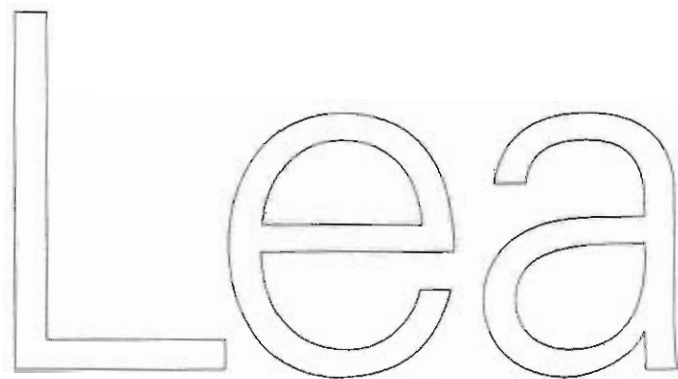


FRONT AND BACK VIEW

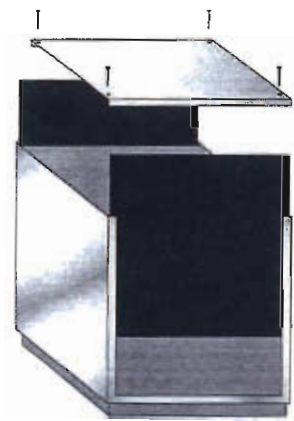
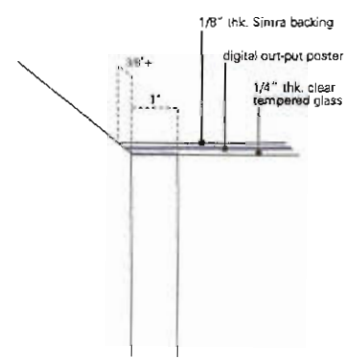


SIDE VIEW (RIGHT)

scale 1/2" = 1'

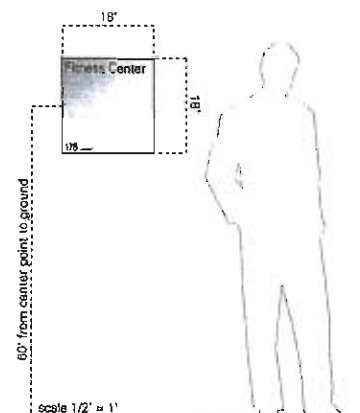
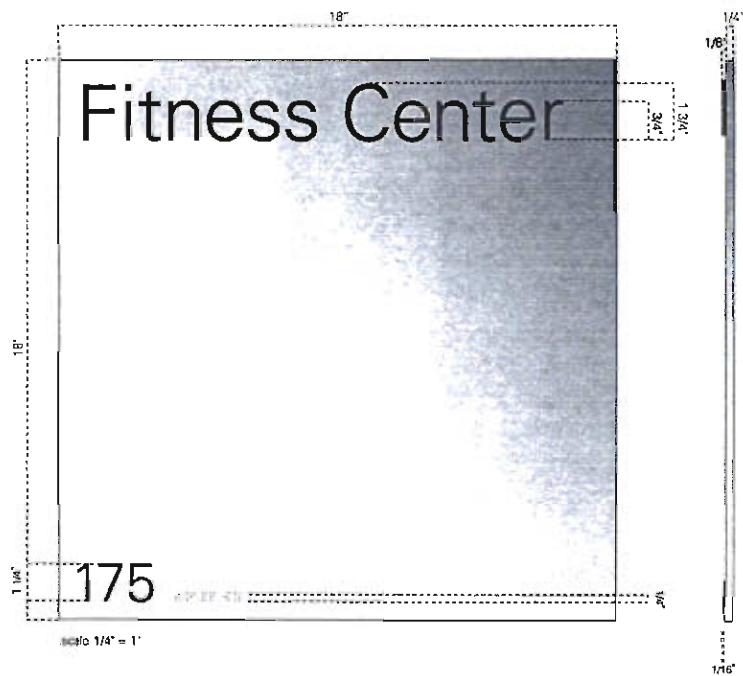


ACTUAL SIZE OF LOGO

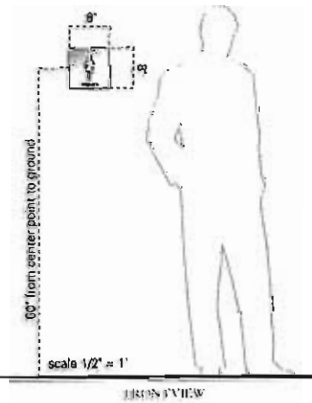
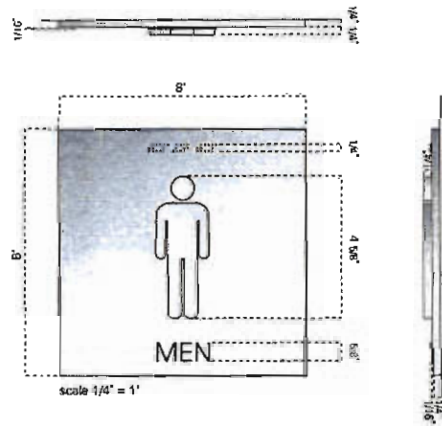
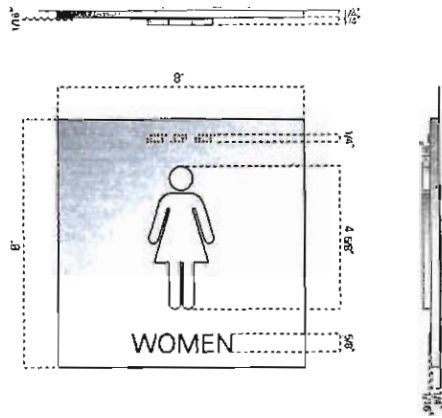


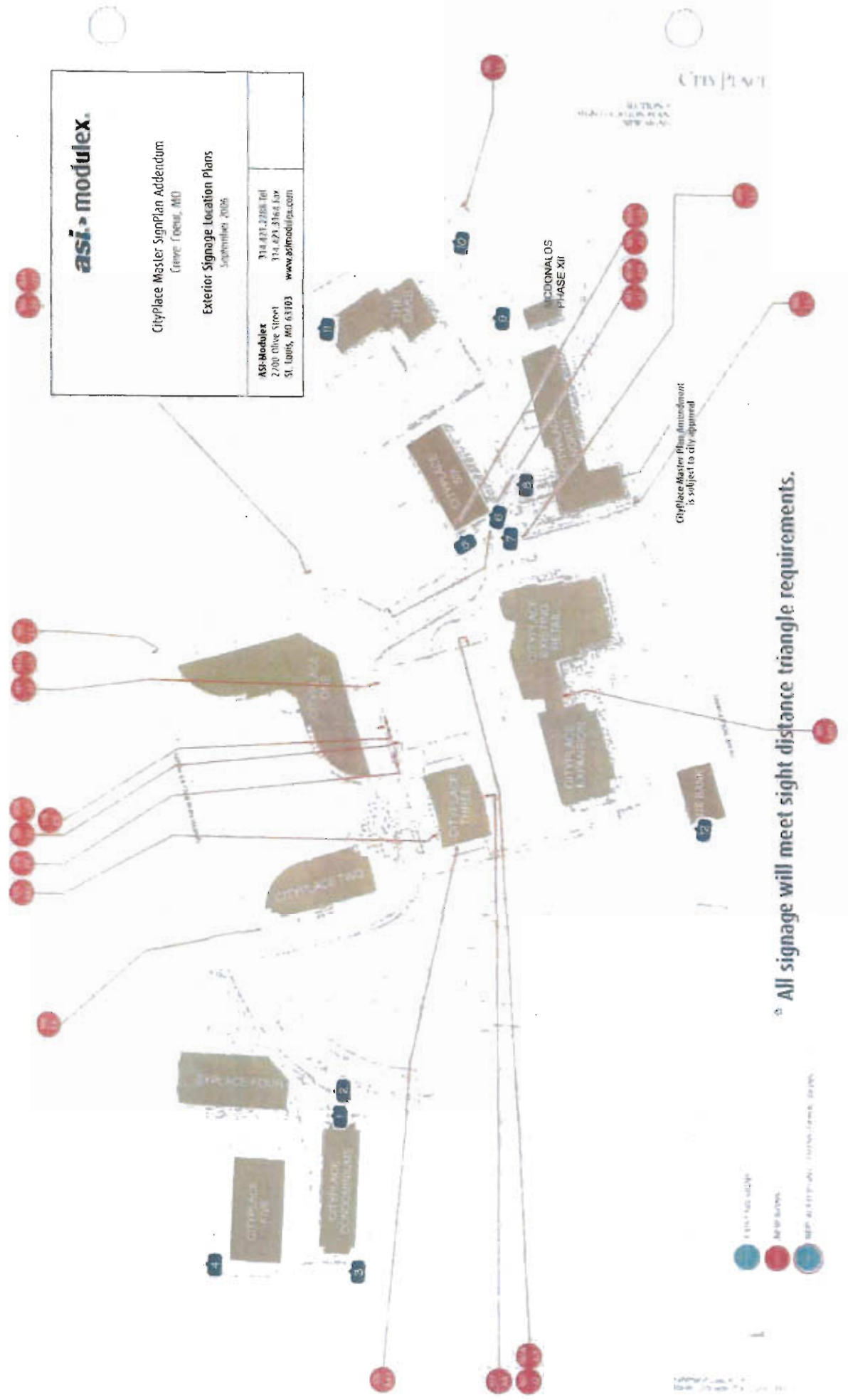
AXON VIEW

DESCRIPTION



FRONT VIEW







Complete Sign & Lighting

PIROSSIGNS
INCORPORATED

1001 W. 10th St.
Los Angeles, CA 90057
PH: 323-454-0200
FAX: 323-454-9999
WWW.PIROSSIGNS.COM
SIGNING & DESIGN

PROJECT: CHANNEL LETTER WALL SIGN
CUSTOMER: TKS / SMURFIT STONE
JOB LOCATION: CITYPLACE 6

CONTACT: PH
DRAWN BY: S WYNN
DATE: 19 OCT 01

JULIE PANAGIOTIS
PREPARED BY BRAND

SAVED AS: SMURFIT
SCALE: NOTED
PAGES: 2 OF 2
REVISION: 23 OCT 01

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OR THROUGH FINCHAVE.

☐ APPROVED AS IS
☐ APPROVED AS NOTED
☐ REVISE & RESUBMIT



42'-5.5"

SMURFIT-STONE

Channel Letter Wall Sign

SCALE: 1/4"=1'

ONE SET STANDARD CONSTRUCTION SELF CONTAINED NEON ILLUMINATED INDIVIDUAL CHANNEL LETTER SIGN FLUSH MOUNTED TO BRICK FASCIA.

OPTION 1:
FACES ARE .187" WHITE ACRYLIC.
COPY COVERED W/ PERFORATED BLACK VINYL TO ILLUMINATE WHITE AT NIGHT.

OPTION 2:
WHITE FACES / NO VINYL DECORATION.

TRIM CAP IS METALLIC SILVER.
RETURNS ARE METALLIC SILVER.

TRANSFORMERS WILL BE MOUNTED INSIDE LETTERS.

SIGN WILL BE UL LISTED.

Complete Sign & Lighting

PIROSSIGNS
INCORPORATED

1000 W. 10th St.
Bismarck, ND 58101
PH: 701-784-4200
FAX: 701-784-4200
WWW.PIROSSIGNS.COM
CRAFTED IN THE USA

PROJECT: CHANNEL LETTER WALL SIGN
CUSTOMER: TKG / SMURFIT-STONE
JOB LOCATION: CITYPLACE 6

CONTACT: JULE PIRAGOS
PM: RIMMER / BRAND
DRAWN BY: S WYNN
DATE: 10/01/09

SHEET AS: SMURFIT
SCALE: NOTED
PAGES: 1 OF 2
REVISION: 230CT06

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☐ APPROVED AS IS
☐ APPROVED AS NOTED
☐ REVISE & RESUBMIT

Proposed Smurfit Stone Signage - Sign Type 5



Proposed CityPlace 6 Signage - Sign Type 6

- Sign Type 5**
Building ID Letters
- Fabricated face-lit Letters
 - internally illuminated
 - signage area not to exceed 600 sq.ft.

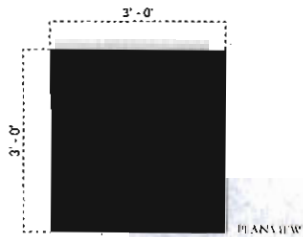
- Sign Type 6**
Building ID Letters
- Fabricated Letters
 - non-illuminated
 - signage area not to exceed 300 sq.ft.

Client	The Koman Group
Project	CityPlace 6
Date	9/25/06
Revised	
Drawn by	mjc

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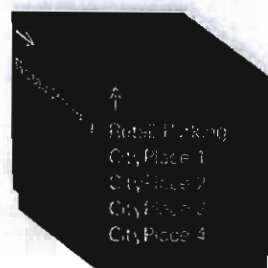
SIGN TYPE EE
NEW SITE DIRECTIONAL
Eventually will replace all Sign Type E directional

DESCRIPTION
Sign consisting of 3' - 0" x 3' - 0" x 3' - 0" cube fabricated from 1/8" thk. aluminum; cube to be painted, color black; messages (arrows and letters) to be computer cut adhesive backed reflective vinyl, color white; logo to be non-reflective vinyl; cube to be mounted to concrete base; sign fabricator to be responsible for engineering of all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view, all fasteners to be invisible to viewer



City

ACTUAL SIZE OF TYPE



AXON VIEW

Kubizanski Leavitt Inc.
Signage Master Plan, June 2002
59

Sign Type 3 Primary Site Directional

- no illumination
- match existing signage materials & Construction
- signage not to exceed 10 sq.ft. per side
- monolithic



Client: The Koman Group
 Project: CityPlace 6
 Date: 9/25/06
 Revised:
 Scale:
 Drawn by: mjc

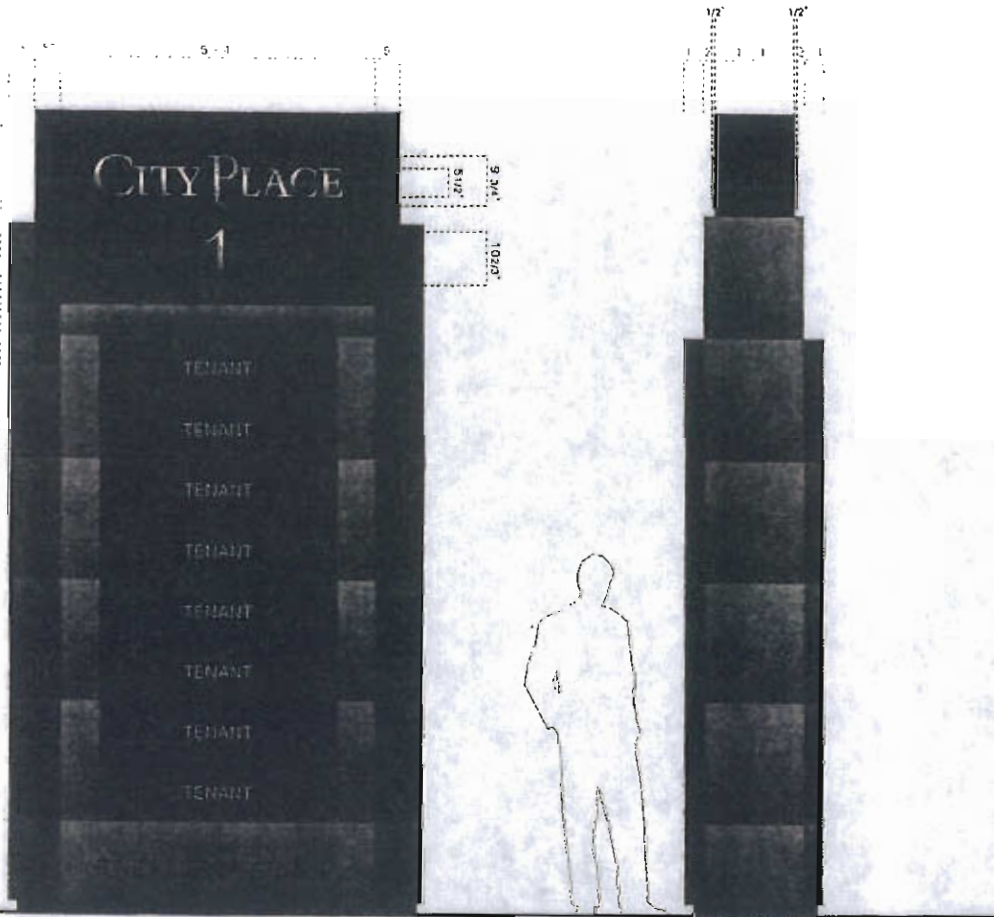
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SIGN TYPE F #166 and #74
TRANSITIONAL BUILDING MONUMENT
Eventually to be replaced by Sign Type FF2
(see following page of this document)



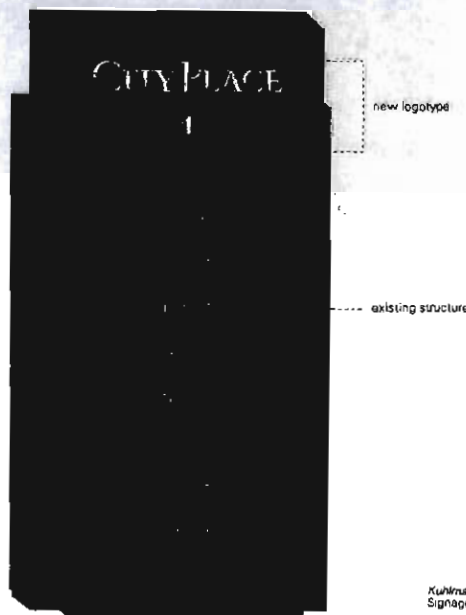
Existing building monument signs, remove CityPlace one, two and four existing lettering; replace with new logotype and numerals 1, 2 and 4; logotype to be 1/2" thick x 9 3/4" ht, numerals to be 1/2" thick x 10 2/3" ht, stainless steel, #4 brushed finish, stud mount logotype and numeral flush to monument face as shown below; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible;

DESCRIPTION



scale 1/2" = 1' FRONT AND BACK VIEW

SIDE VIEW PROFILE



Brad Sandler | Consultant

brad.sandler@asimodules.com 314-437-2333 x1
2700 Olive Street 314-421-3164 ext
Suite 1000, MD 63103 www.asimodules.com

Sign Type 2 Secondary Site ID

- internal illumination
- match existing signage layout & construction
- Materials to match building's brick exterior (granite will not be used)
- signage not to exceed 100 square feet per side
- monolithic

Client: The Koman Group

Project: CityPlace 6

Date: 9/25/06

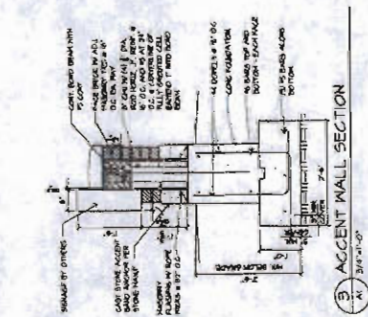
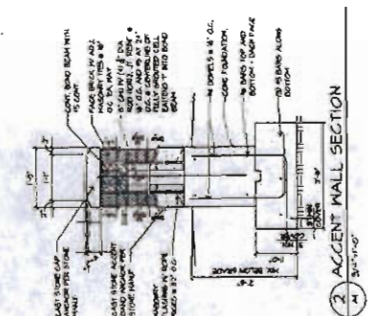
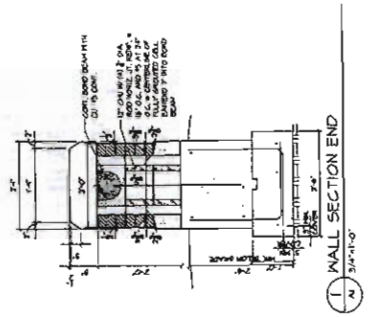
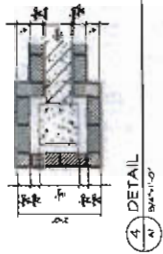
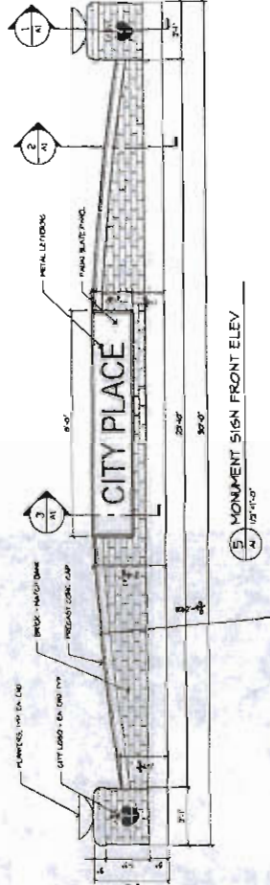
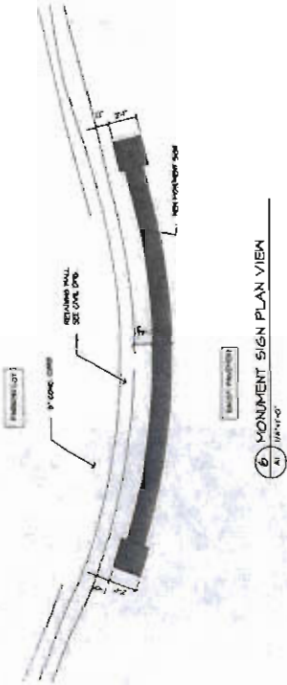
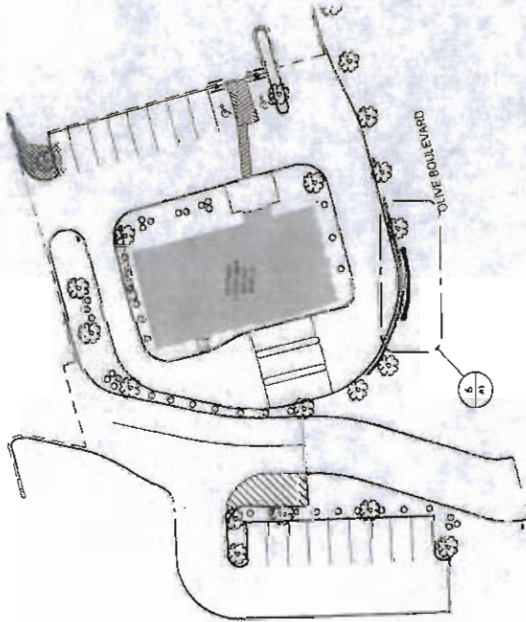
Reviewed:

Tracie

Designed by: mjc

Originals, drawings, photographs & renderings are the property of ASI. ASI will retain the property of ASI Modules whether the project for which they were made is executed or not. They are not to be used by the client or any other company on this or other projects except by agreement with ASI. ASI is not responsible for participation in ASI Modules.







Monument Sign

SCALE 1"=1'

DOUBLE SIDED INTERNALLY ILLUMINATED MONUMENT

CABINET IS CONSTRUCTED FROM ALUMINUM, PAINTED DARK BRONZE AND ILLUMINATED BY FLUORESCENT TUBES.

FACES ARE EMBOSSED ACRYLIC STANDARD MCDONALD'S RED AND YELLOW COLORS.

PROPOSED BRICK BASE BY OTHERS.

SIGN BOLTED TO BASE BY FOUR STUDS SET IN BASE.

FOOTING PER ENGINEER SPECS.

SIGN IS U.L. LISTED.

PiROs SIGNS
 SIGNAGE SPECIALISTS
 638-464-0200 FAX 404-9990

PROJECT: MONUMENT SIGN
 CLIENT: MCDONALD'S
 JOB LOCATION: ZUMBEHL

DESIGNER: JOE PHILLIPS
 DRAWN BY: S. WYNN

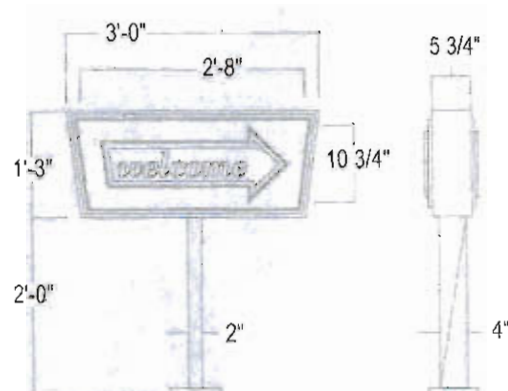
DATE: 3-04-04

MCDONALD'S
 11"=1'

THIS DOCUMENT IS UNAPPROVED FOR REPRODUCTION OR QUALITY WITHOUT WRITTEN PERMISSION OR PURCHASING.

CUSTOMER APPROVAL: _____
 LANDLORD APPROVAL: _____
 DATE: _____





SPECIFICATIONS:

LAMPING: (2) F30T12/CW/HO
 BALLAST: (1) Magnetek 256-243-600
 LOAD: .83 Amps
 CIRCUIT: (1) 20 Amp
 SQ. FT.: ACTUAL (3.52)
 BOXED (3.75)

• Custom copy also available



90-5 DIRECTIONAL SIGN

ImagePoint

CityPlace Master Plan Addendum

Exterior Signage Message Schedule

asi - modulex

ASI-Modulex
2200 Olive Street
Saint Louis, MO 63103

314-421-2288 Tel
314-421-3164 Fax
www.asimodulx.com

PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			1	1	CityPlace Condominiums		Primary Site ID Monument integrated into Fountain Materials to match building's brick exterior(granite will not be used)
			2	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			3	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			4	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

CityPlace 6 Addendum

Exterior Signage Message Schedule

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2200 Olive Street
Saint Louis, MO 63103

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www.asimodulx.com

PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			5	5	SMURFIT STONE		Primary Building ID Illuminated Manufactured Channel Letters 4' 3 1/2" Letters mounted to west side of building between 9th & 10th floor
			6	6	CityPlace 6		Secondary Building ID Cut metal Letters, non-illuminated
			7	2	CityPlace 6		Secondary Site ID Internally Illuminated Materials to match building's brick exterior(granite will not be used)
			8	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

CityPlace 6 Addendum

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PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			9	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			10	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			11	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

CityPlace 6 Addendum

Exterior Signage Message Schedule

asi > modulex

ASI-Modulex
2200 Olive Street
Saint Louis, MO 63103

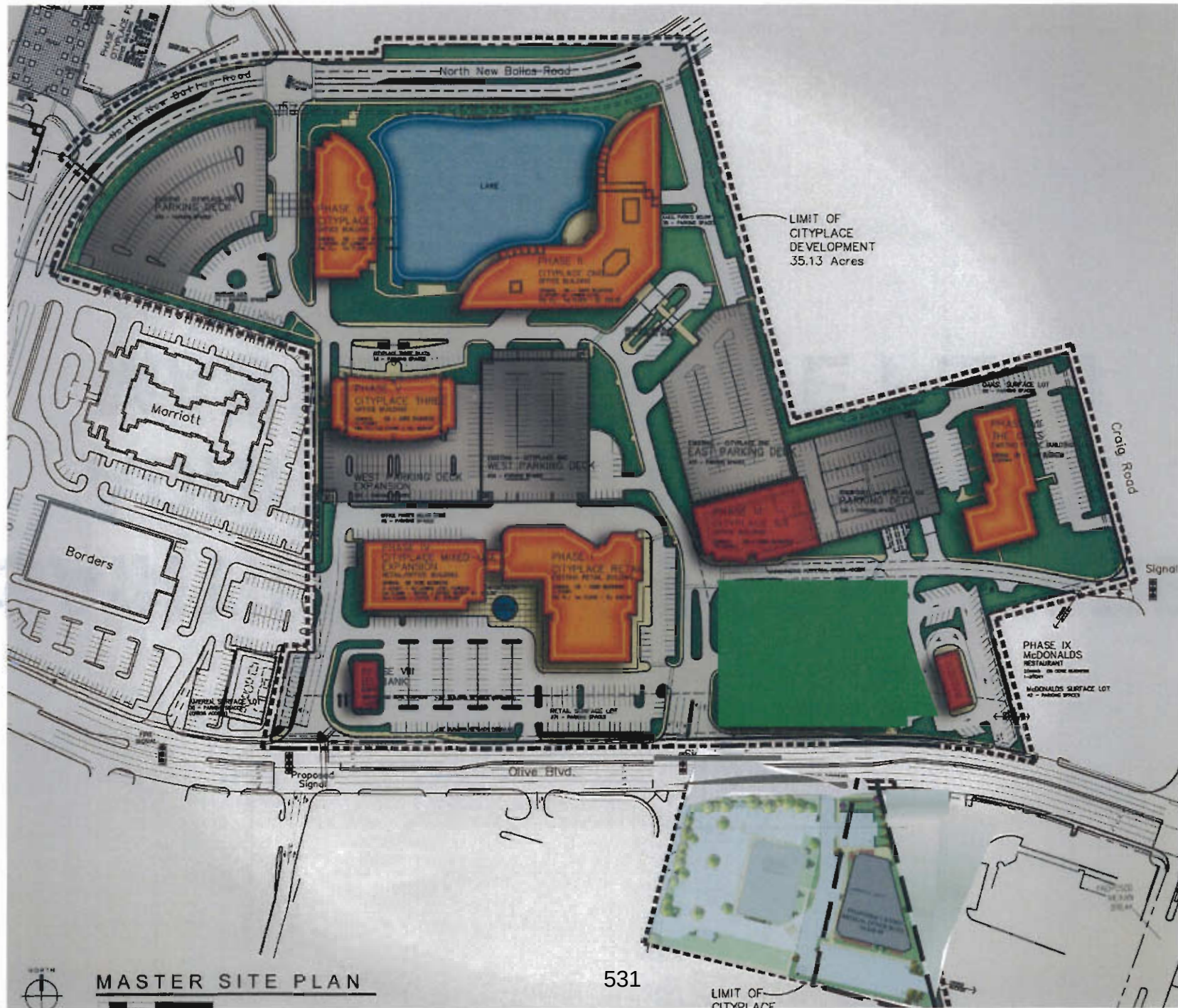
314-421-2288 Tel
314-421-3164 Fax
www.asimodulex.com

PRINTED Nov 2, 2006

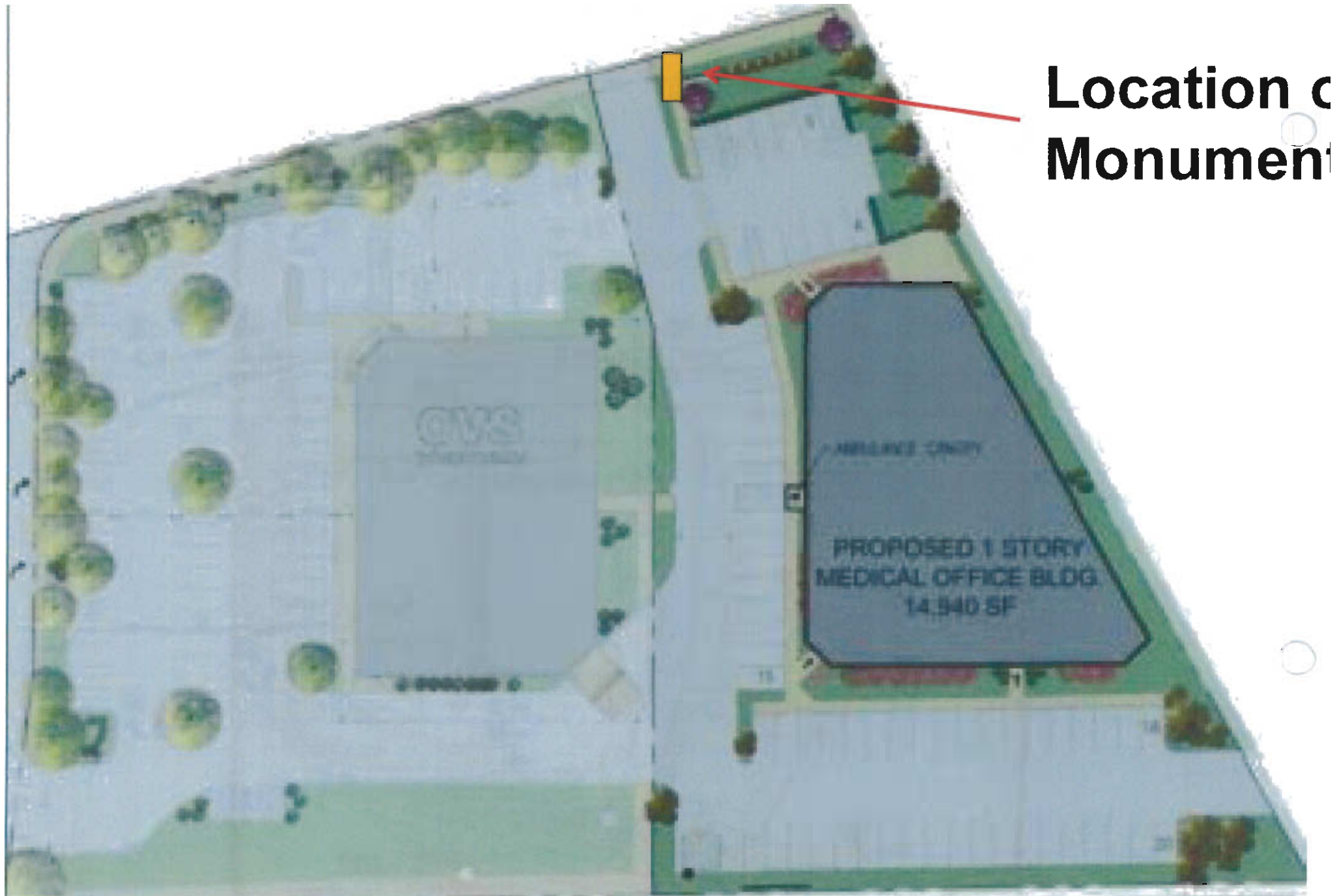
PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			12	2	US Bank		Secondary Site Directional & Campus ID Internally Illuminated Materials to match building's brick exterior(granite wil not be used)
			13		Building signage for US Bank, CityPlace North, and CityPlace 7 will follow Section 26-104.2 of the city's sign regulations. ----- CityPlace North and CityPlace 7 will be provided a Secondary Site ID - Sign Type 2.		

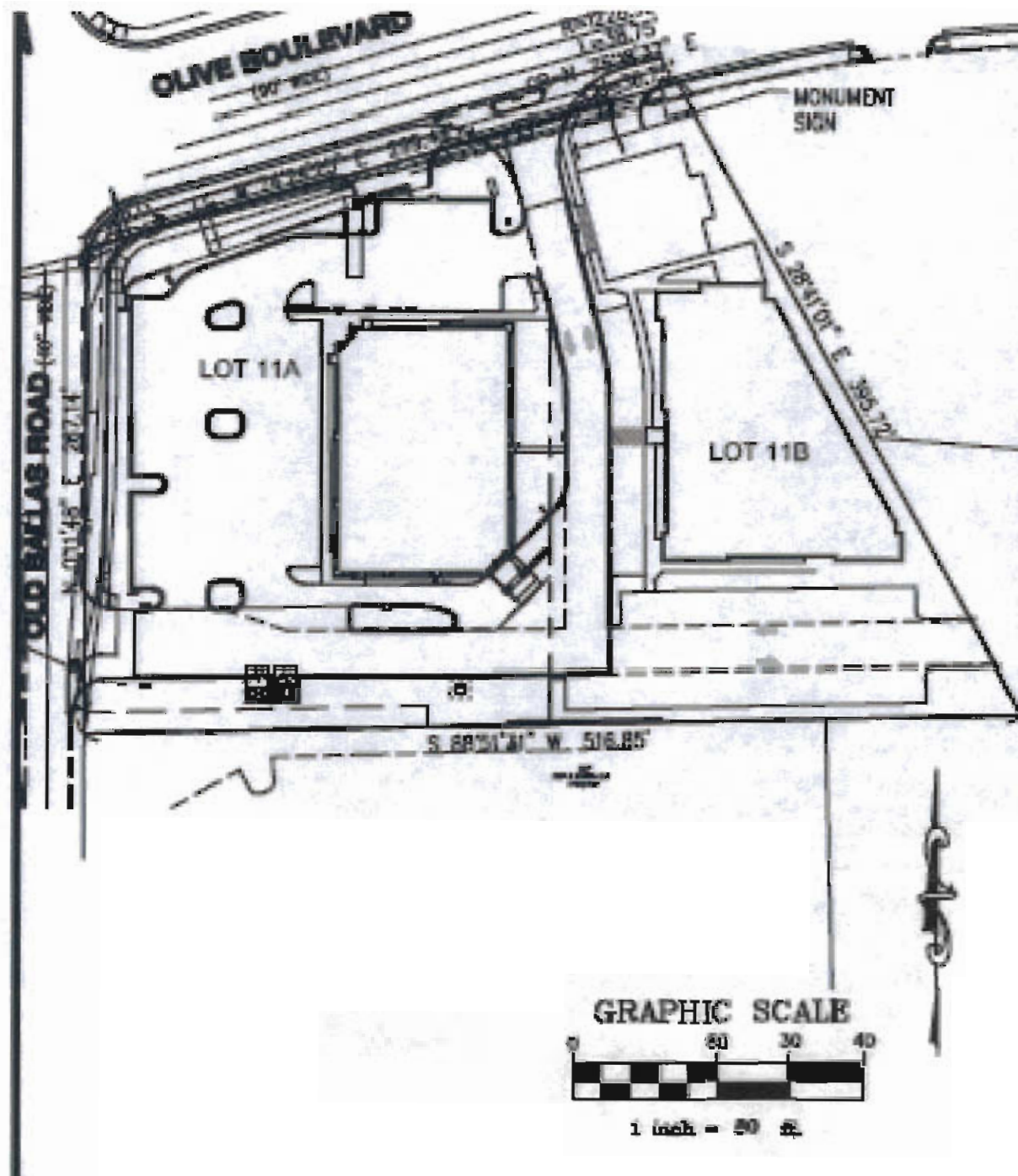
SAINT LUKE'S URGENT CARE ADDITION TO CITYPLACE MASTER SIGNAGE PLAN

CITYPLACE MASTER SITE PLAN



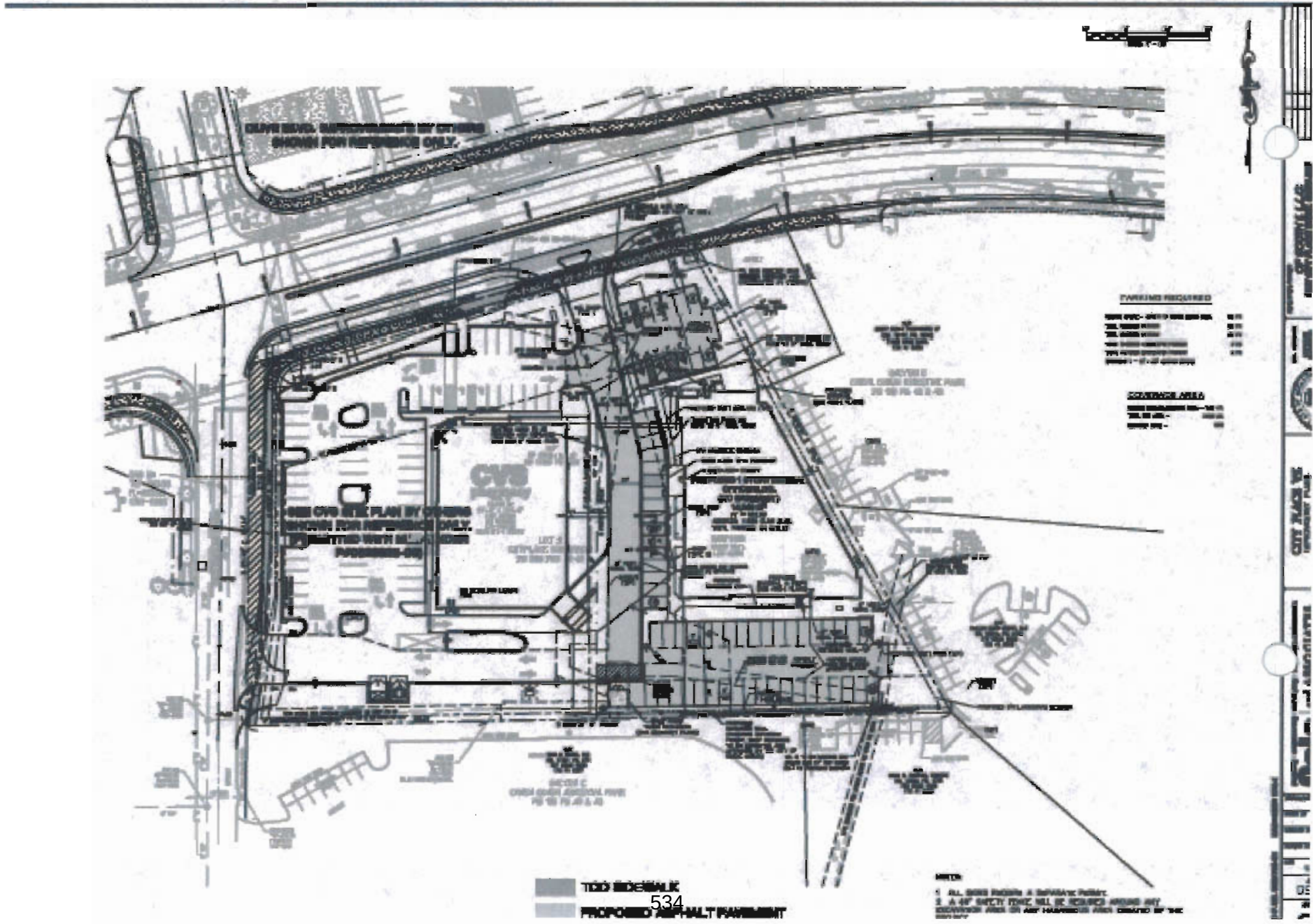
CITYPLACE MASTER SITE PLAN



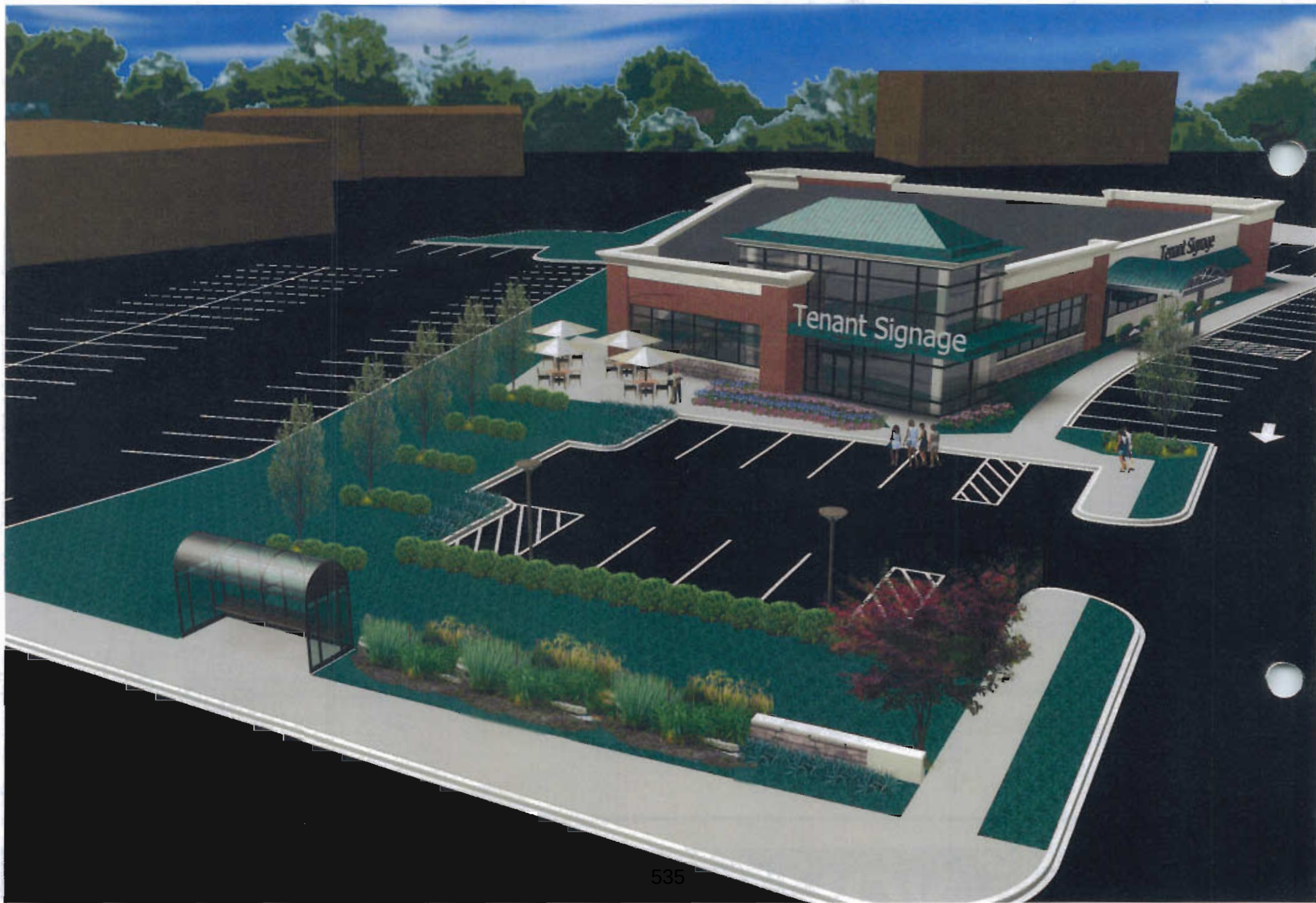


LOT 11A & 11B OF CITYPLACE SUBDIVISION, BEING PART OF
SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST,
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI.

SIGN LOCATION



P & Z RENDERING

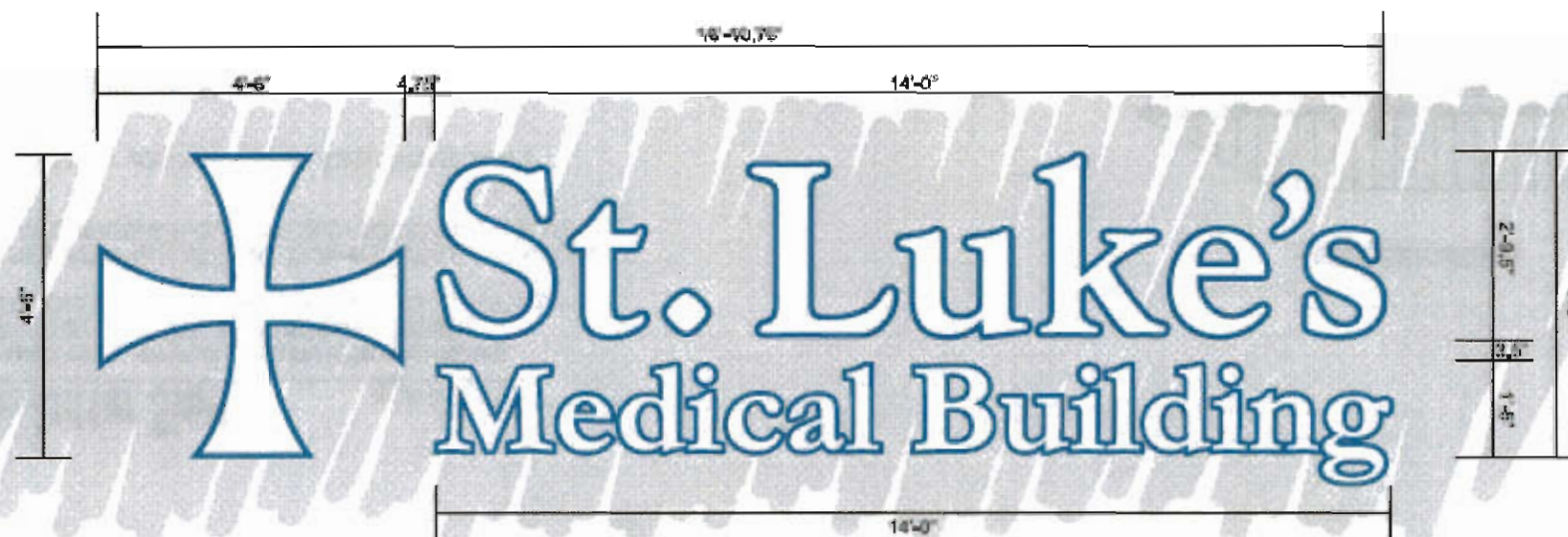


P & Z RENDERING





WEST ELEVATION



Channel Letter Sign

SCALE: 1/2"=1'

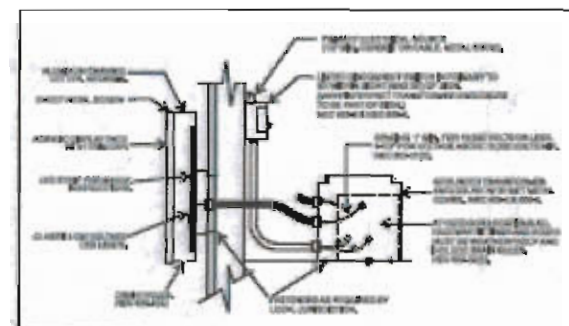
ONE SET STANDARD ALUM. CONSTRUCTION INDIVIDUALLY FORMED LED ILLUMINATED FLUSH MOUNT CHANNEL LETTERS.

ALL FACES ARE .187" WHITE ACRYLIC W/ 288C BLUE TRANSLUCENT VINYL OVERLAY CREATING 1" OUTLINE. ALL FACES HAVE 1" BLUE TRIM CAP.

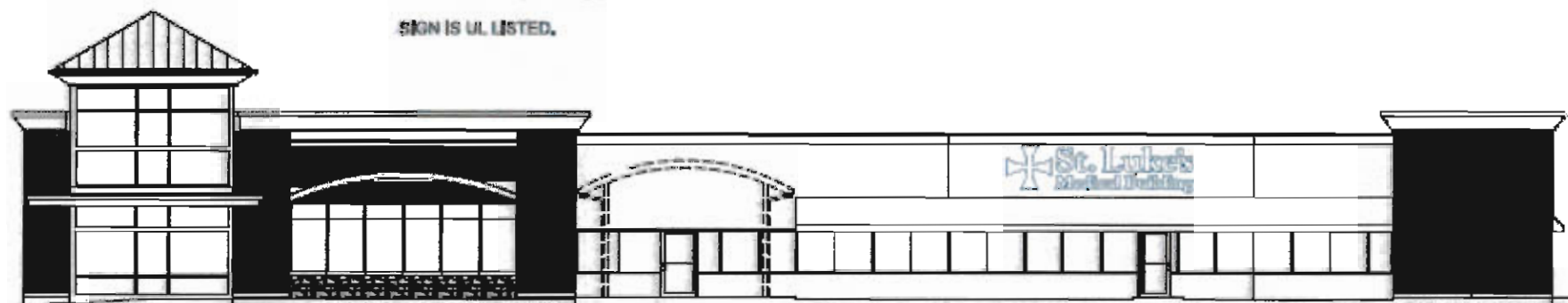
ILLUMINATION BY LOW VOLTAGE WHITE LED'S WITH REMOTE TRANSFORMERS.

ANCHOR TO BUILDING FASCIA BEST WAY PER CODE VIA FIELD SURVEY. EXPANDABLE ANCHORS IN BRICK OR THRU BOLTS ON DRYVIT.

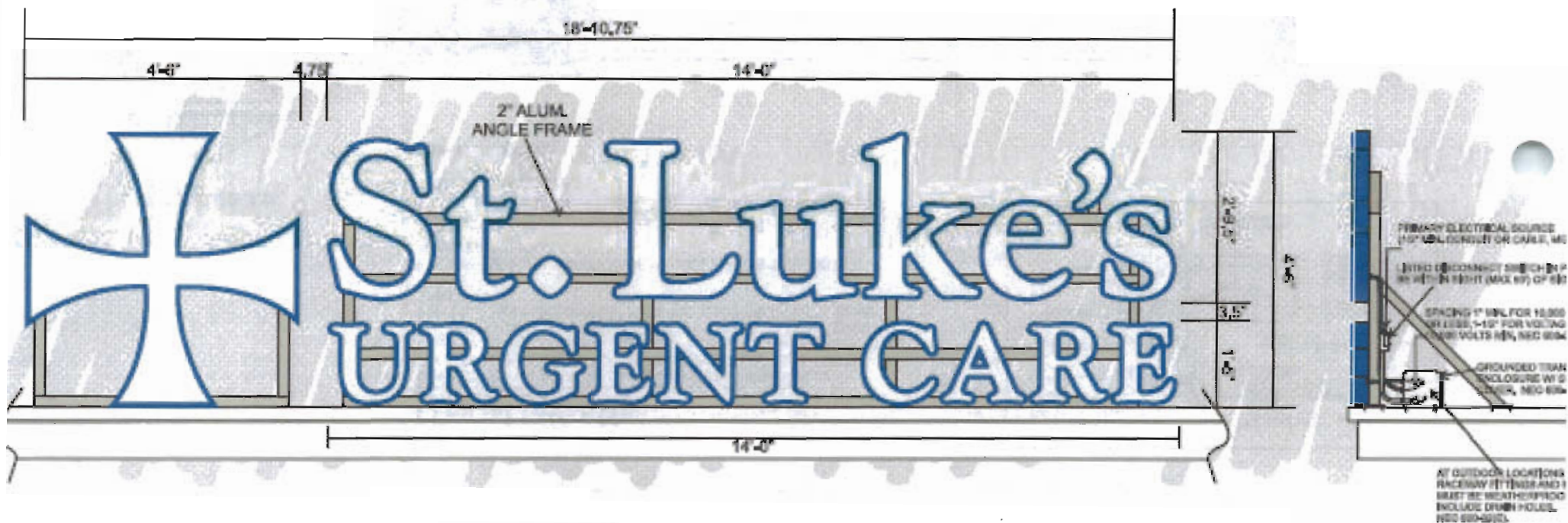
SIGN IS UL LISTED.



WEST ELEVATION



NORTH ELEVATION



Channel Letter Sign

SCALE: 1/2"=1'

ONE SET STANDARD ALUMINUM CONSTRUCTION CHANNEL LETTERS MOUNTED ONTO 2" ALUMINUM ANGLE FRAME. FRAME PAINTED TO BLEND WITH BACKGROUND (COLOR TBD).

ALL FACES ARE .187" WHITE ACRYLIC W/ 288C BLUE TRANSLUCENT VINYL OVERLAY CREATING 1" OUTLINE. ALL FACES HAVE 1" BLUE TRIM CAP.

ILLUMINATION BY LOW VOLTAGE WHITE LED'S WITH REMOTE TRANSFORMERS.

INSIDE OF LETTERS PAINTED WHITE.
ALL RETURNS OF LETTERS PAINTED TO MATCH PMS 288C.

SIGN IS UL LISTED.

NORTH ELEVATION









CITY PLACE

Amendment to Signage Master Plan

As approved by the
City of Creve Coeur
Month XX, 2013



Fresh Market Lot #7 Retail Wall-mounted Fascia Sign



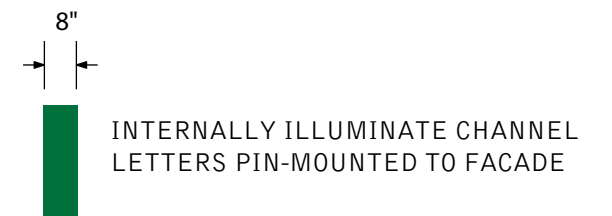
A WEST & SOUTH ELEVATIONS
NOT TO SCALE



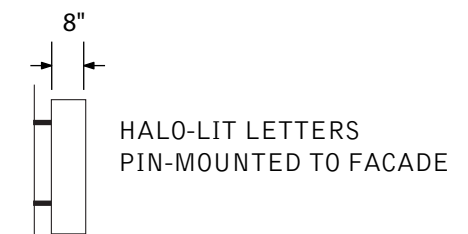
B WEST & SOUTH ELEVATION DETAIL: THE FRESH MARKET SIGNS @ 80 SQUARE FEET
1/4" = 1'-0"



D WEST & SOUTH ELEVATION DETAIL: CITY PLACE CAMPUS IDENTIFICATION
1/4" = 1'-0"

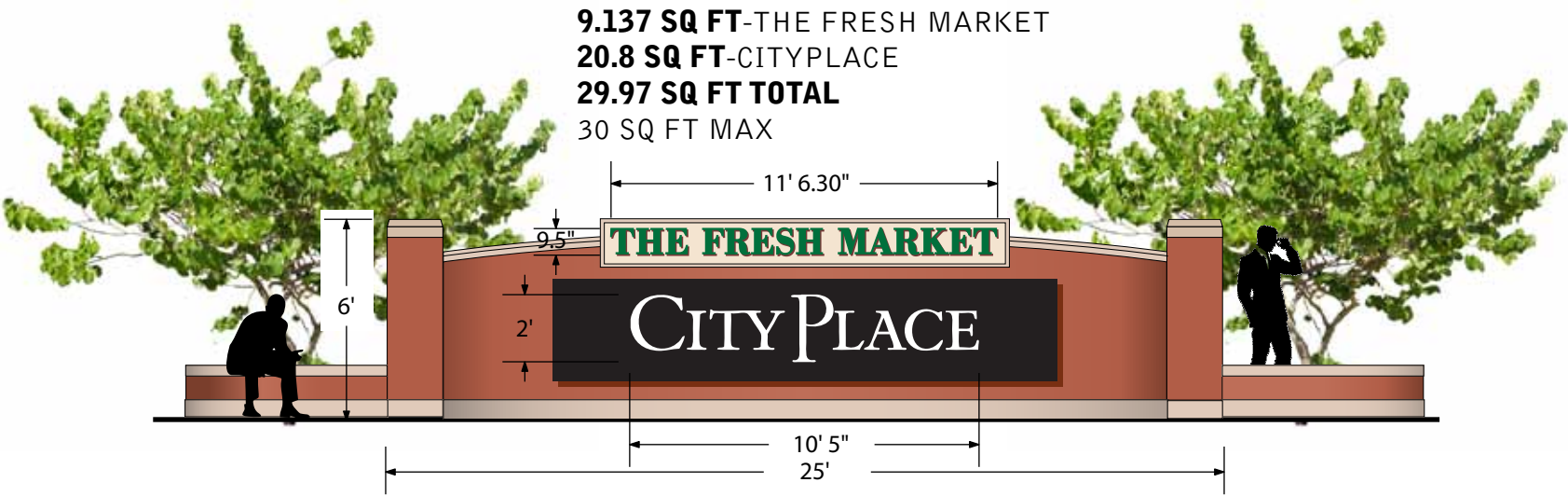


C SIDE VIEW: THE FRESH MARKET
1/4" = 1'-0"



E SIDE VIEW: THE FRESH MARKET: CITY PLACE
1/4" = 1'-0"

Fresh Market Lot #7 Monument Signage



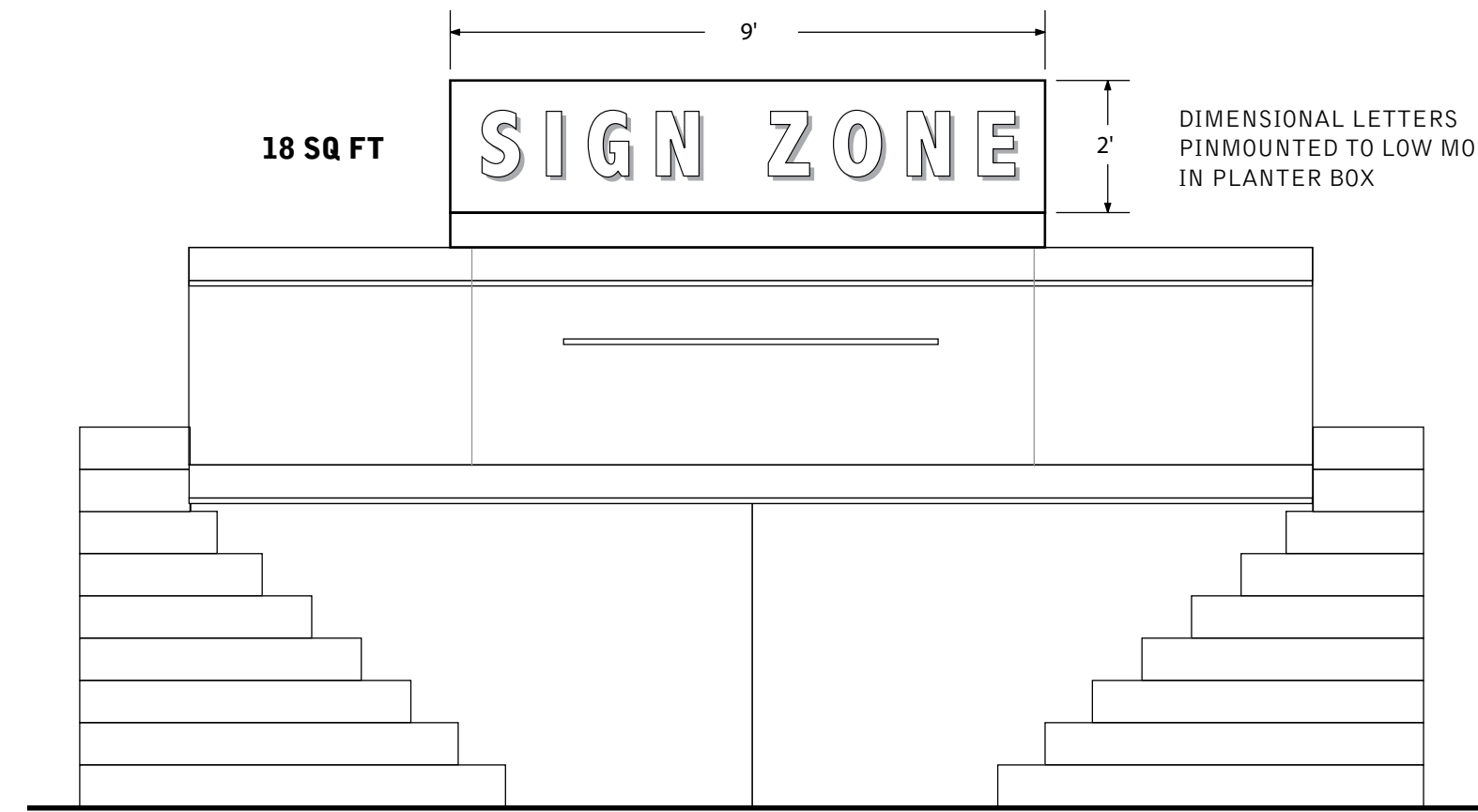
A ELEVATION: MONUMENT SIGN
SCALE: 3/16=1'-0"



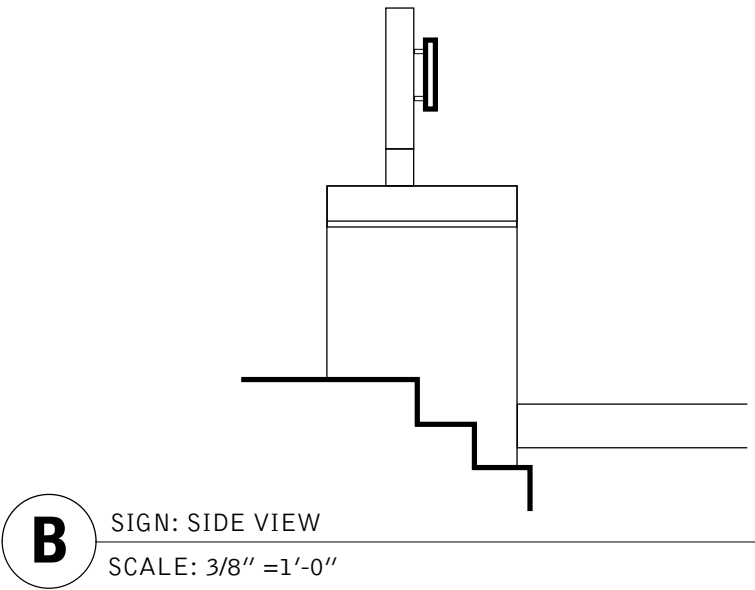
B IMAGE: EXISTING CAMPUS MONUMENT SIGN
SCALE: NOT TO SCALE



City Place 2 Fountain Signage



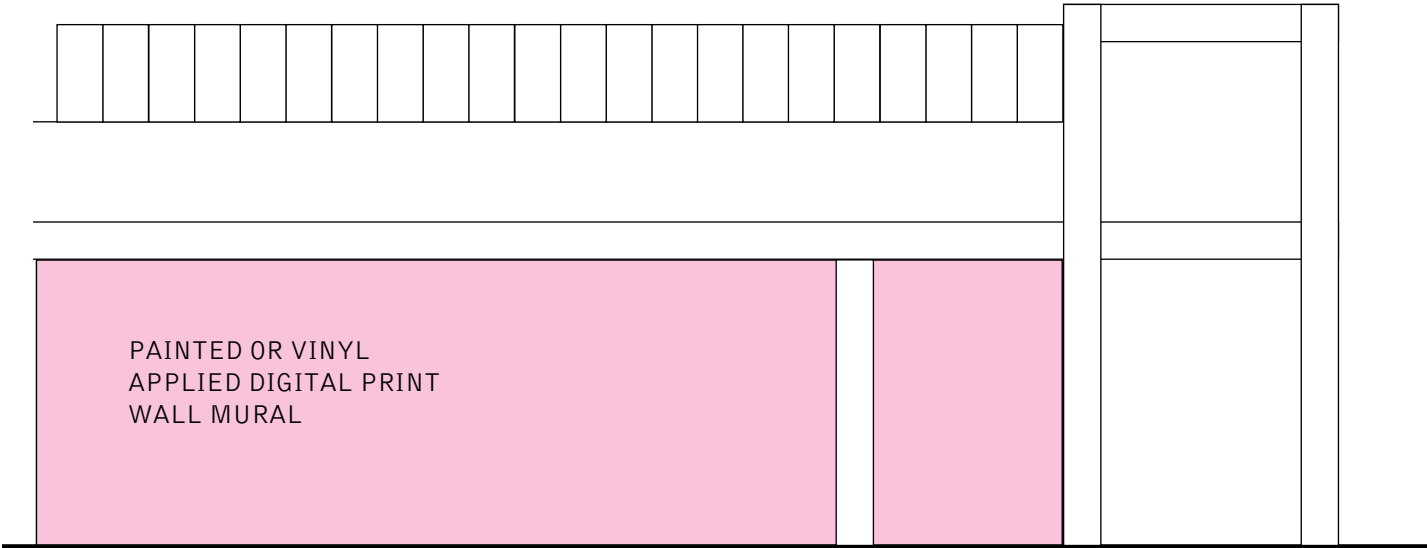
A ELEVATION: FOUNTAIN SIGNAGE
SCALE: 3/8" = 1'-0"



B SIGN: SIDE VIEW
SCALE: 3/8" = 1'-0"



C IMAGE: EXISTING FOUNTAIN (CITYPLACE 2)
NOT TO SCALE



A ELEVATION: WALL MURAL
NOT TO SCALE



B IMAGE: EXISTING MURAL (CITYPLACE RETAIL) artistic feature on campus
NOT TO SCALE

WALL MURAL
LOCATION





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 #13-018 FOR AN AMENDMENT TO THE CITY PLACE MASTER SIGN PLAN TO INCLUDE NEW TENANT SIGNS

FOR THE MEETING OF: November 18, 2013

LOCATION: CityPlace Campus (see attached map). The properties are zoned "CB" Core Business

REQUEST: An application has been submitted to amend the CityPlace Master Sign Plan, to include new tenant signs within the campus. An additional provision is made for a pre-existing mural located on the side of one tenant space.

ADDITIONAL INFORMATION: Section 405.950.6 Master Signage Plans allows for consideration of a comprehensive plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council. The primary expectations for any master sign plan are that it will increase public convenience by providing better direction information and that the signs will do so with a well-designed, coordinated appearance throughout the campus.

APPLICANT: Megan Ridgeway
Arcturis
720 Olive Street Suite 200
St. Louis, MO 63101

PROPERTY OWNER:

CP North I, LLC
6 City Place Drive
Creve Coeur, MO 63141

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Comp. Plan References

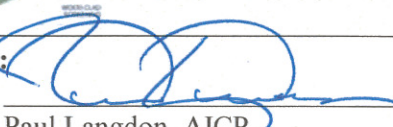
- Central Business District

Zoning Code References

- Section 405.950
Signs in Non-Residential Districts



REPORT PREPARED BY:


Paul Langdon, AICP
Community Development Director

11/15/2013
Date

ATTACHMENTS: Applicants revised materials received November 12, 2013
Draft Ordinance
Ordinance No. 5169

REVISED SIGNS FOR THE FRESH MARKET MASTER SIGN PLAN PROPOSAL

Based upon prior direction from the Planning and Zoning Commission, the Applicant has revised the wall tenant signage for “The Fresh Market” to decrease the size to 76.5 square feet, and included a 41 square foot City Place sign at the corner element on the south and west elevations.



B WEST & SOUTH ELEVATION DETAIL: THE FRESH MARKET SIGNS @ 80 SQUARE FEET
1/4" = 1'-0"



D WEST & SOUTH ELEVATION DETAIL: CITY PLACE CAMPUS IDENTIFICATION
1/4" = 1'-0"



The new design for the ground sign remains largely the same as the prior design, but with a maximum height of six feet.



REVIEW

The new wall signs were designed based upon direction from the Planning Commission, and the City Place campus signs were included at the corner element of the building in an effort to better tie the project into the campus. The tenant signs are internally illuminated and will be the most visual signs, particularly at night. Staff recommends that a conditional of approval be that the campus identification signs should be a more subdued back lit halo illumination that is consistent with the campus identification signage throughout the campus, as well as consistent with the purpose and intent of the Master Signage Plan.

During the prior meeting, the Commission indicated that a modest increase in the tenant wall signs above the generally allowed maximum 50 square feet should be offset by the elimination of signage elsewhere on the property. Further, with the inclusion of the City Place wall signs, the monument sign at the corner would seem to be excessive and inconsistent with the Comprehensive Plan to limit signage along Olive Boulevard. Further, this would represent the fifth ground sign on the north side of Olive Boulevard in a distance that, without the Master Sign Plan provision, would only be allowed two ground monument signs. Therefore, Staff recommends that a condition of approval include that the ground monument sign be deleted, in consideration of the wall signs that are over 50 square feet and the addition of the City Place signs on the building.

ACTION AND MOTION

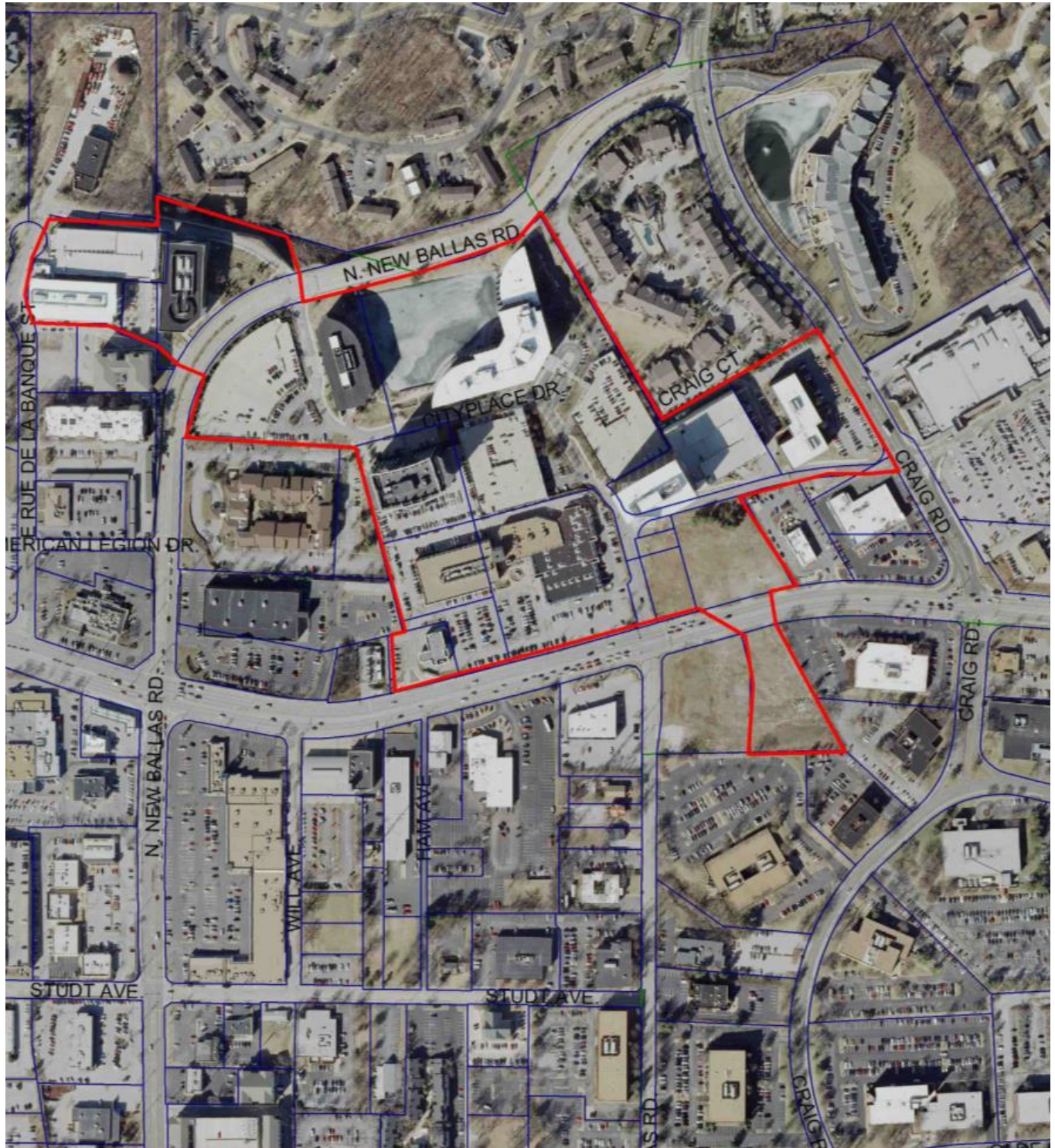
If the Planning Commission members agree with Staff recommendations, the following motion would be appropriate:

“I move to recommend approval of Application #13-018 to amend the City Place Master Sign Plan, subject to the conditions listed in the draft ordinance prepared for the meeting of November 18, 2013.”

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING PEDESTRIAN PLAN AND DESIGN GUIDELINES
Included and attached by reference.

APPENDIX 2: ZONING CODE
Included and attached by reference.

Aerial Photo



CityPlace Campus





CITY PLACE

Amendment to Signage Master Plan

As approved by the
City of Creve Coeur
Month XX, 2013



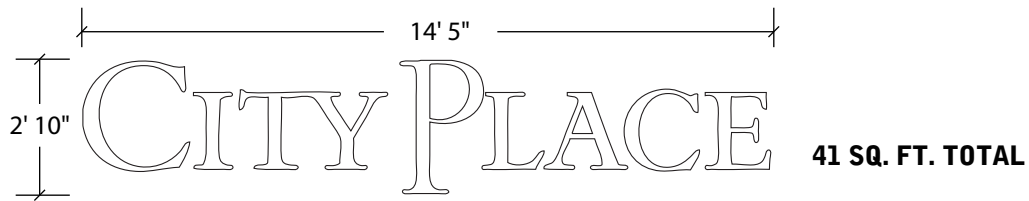
Fresh Market Lot #7 Retail Wall-mounted Fascia Sign



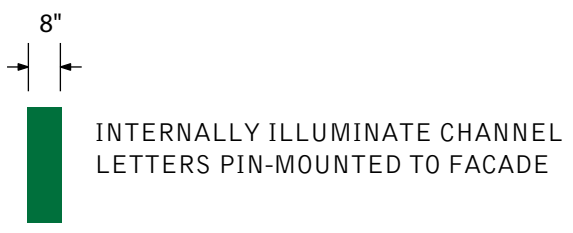
A WEST & SOUTH ELEVATIONS
NOT TO SCALE



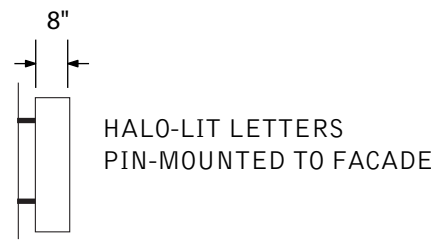
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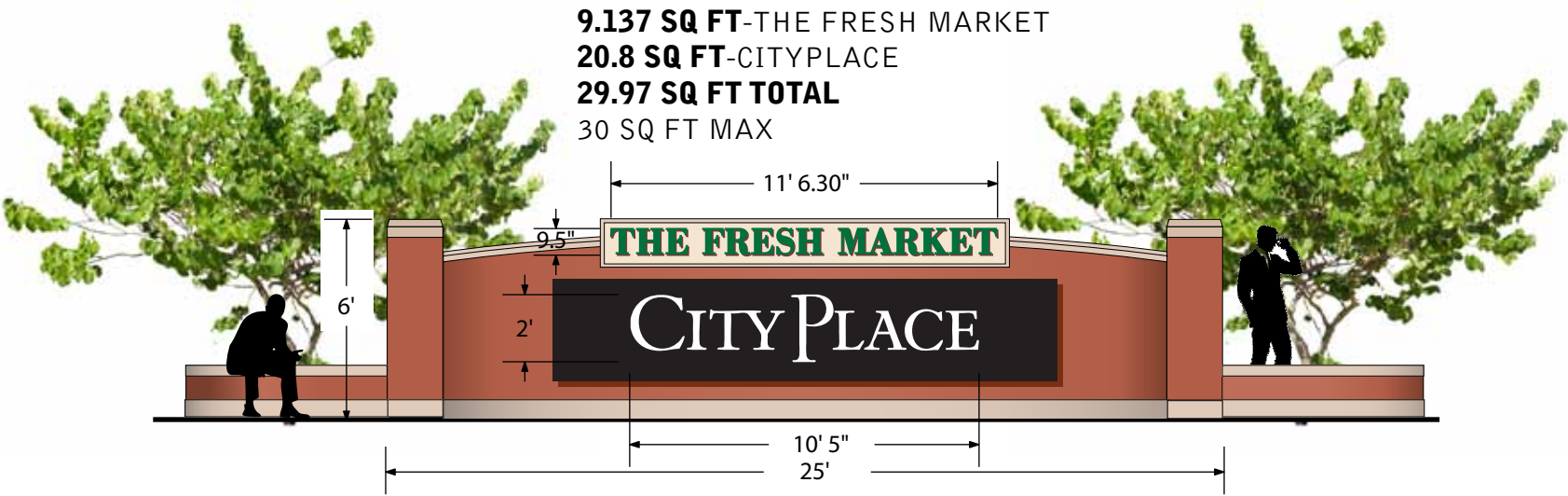


C SIDE VIEW: THE FRESH MARKET
1/4" = 1'-0"



E SIDE VIEW: THE FRESH MARKET: CITY PLACE
1/4" = 1'-0"

Fresh Market Lot #7 Monument Signage



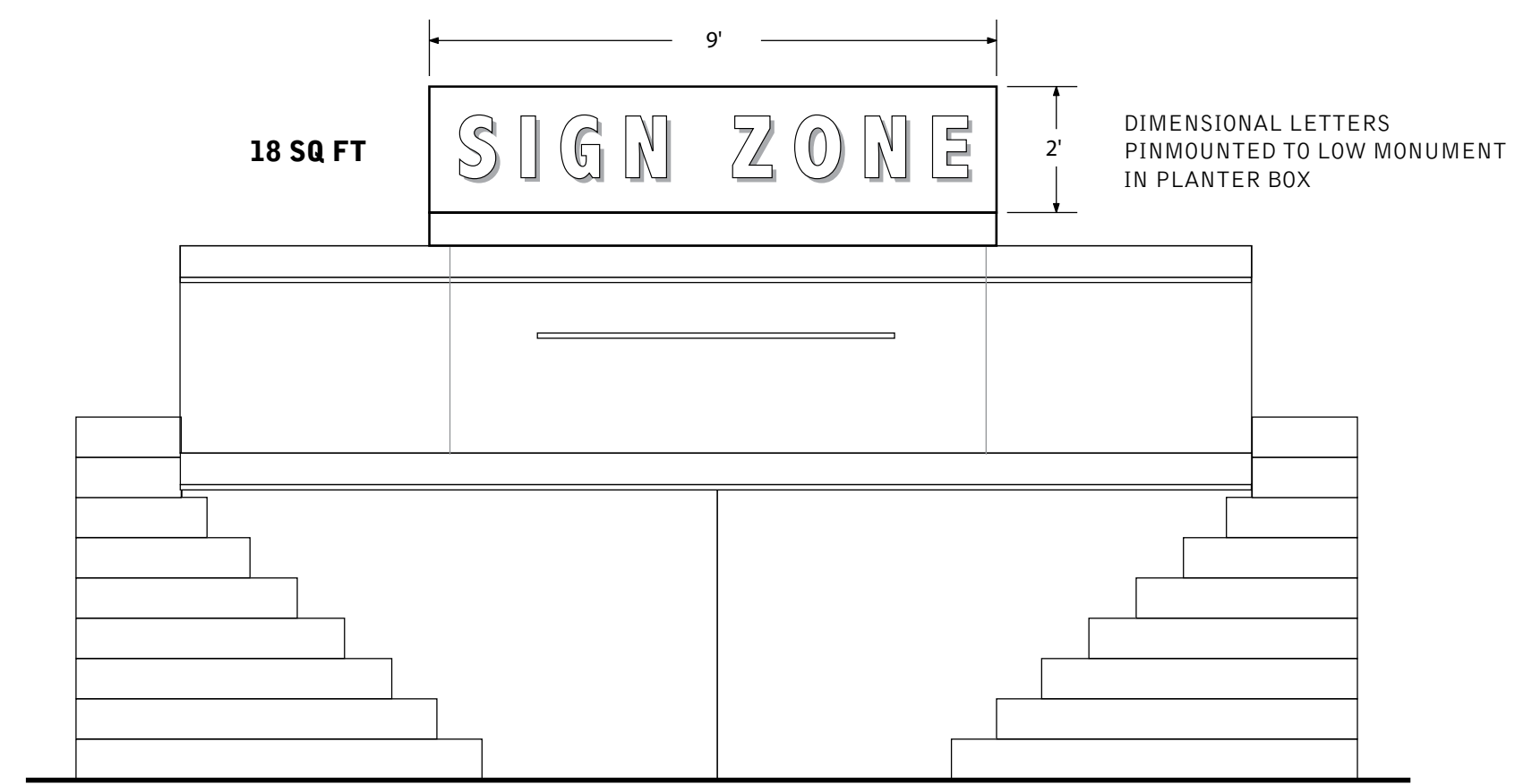
A ELEVATION: MONUMENT SIGN
SCALE: 3/16=1'-0"



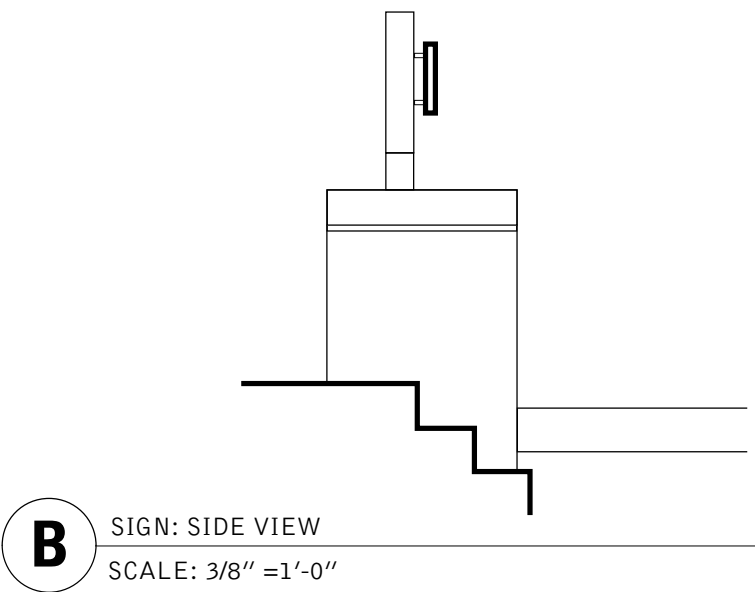
B IMAGE: EXISTING CAMPUS MONUMENT SIGN
SCALE: NOT TO SCALE



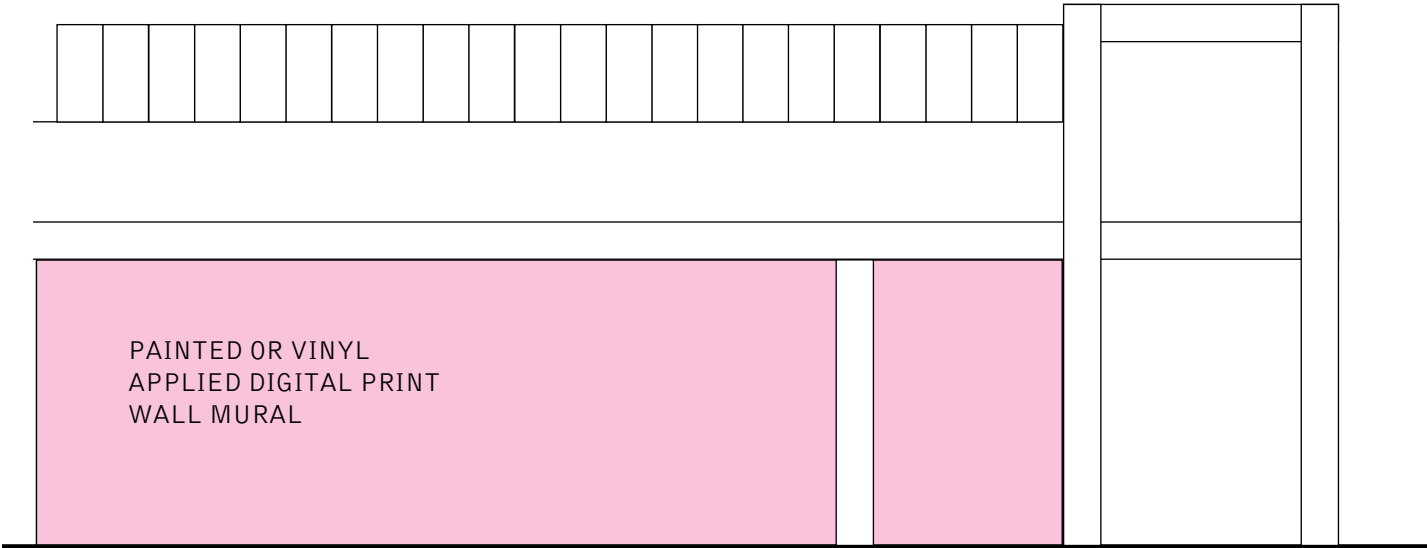
City Place 2 Fountain Signage



A ELEVATION: FOUNTAIN SIGNAGE
SCALE: 3/8" = 1'-0"



C IMAGE: EXISTING FOUNTAIN (CITYPLACE 2)
NOT TO SCALE



A ELEVATION: WALL MURAL
NOT TO SCALE



B IMAGE: EXISTING MURAL (CITYPLACE RETAIL) artistic feature on campus
NOT TO SCALE

WALL MURAL
LOCATION



**AN ORDINANCE REPEALING ORDINANCE NUMBER 2193 AND NUMBER 4059 AND
APPROVING A NEW MASTER SIGN PLAN PURSUANT TO SECTION 405.950.6 OF THE
CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR THE CITYPLACE CAMPUS
LOCATED WITHIN THE "CB" CORE BUSINESS DISTRICT**

WHEREAS, an application was submitted by the Koman Group for an amendment to the previously approved Master Signage Plan for the CityPlace Development, pursuant to Section 405.950.6 of the City of Creve Coeur's Code of Ordinances, to include CityPlace VII Saint Luke's Medical Offices south of Olive Boulevard; and

WHEREAS, the boundaries of the Master Signage Plan will be for CityPlace development including all existing and proposed signage as demonstrated in Exhibit 1; and

WHEREAS, Planning and Zoning Commission reviewed and by a unanimous vote recommended approval of the subject amendments at its meeting on Monday, November 15, 2010; and

WHEREAS, the City Council of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on December 13, 2010, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

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

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

WHEREAS, the City Council being fully informed finds that approving 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.

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

Section 1: Ordinance 2193 and Ordinance 4059 authorizing a Master Sign Plan for City Place Campus located north of Olive Boulevard are hereby repealed.

Section 2: A Master Sign Plan is authorized for the CityPlace Campus Pursuant to Section 405.950.6 in the "CB" Core Business Commercial zoning district whose legal description is as follows:

"Lots 1, 3, 4, 5, 6, 8, 9 and 10 of CityPlace Subdivision as shown on the plat thereof recorded at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri; and also Adjusted Lot 2 of CityPlace Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 313-314 of the Real Property Records for St. Louis County, Missouri; and also, Lot 11A of CityPlace Subdivision Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 33 of the Real Property Records for

St. Louis County, Missouri; and also, Units 1 & 2 of CityPlace Condominium created pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri."

SECTION 3: Such approval of the Master Signage Plan for the CityPlace Development shall be restricted to the following conditions:

1. The applicant shall submit sign permit and/or building permit applications for proposed signs referred to in the Master Sign Plan that currently does not possess a building permit.
2. The applicant shall follow the Master Signage Plan for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
3. The ground monument sign at 11550 Olive Boulevard shall be no larger than 24 square feet per sign face
4. The applicant shall submit a revised landscape plan to integrate the sign with the low landscape wall consistent with the Off-Street Parking and Loading Regulations
5. Signage shall be limited to name and logo only
6. All leasing information signage for the development should be placed on the building. No additional leasing signs shall be permitted.

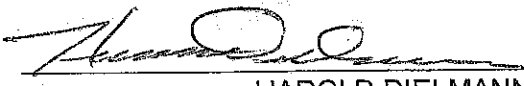
SECTION 3: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1

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

ADOPTED THIS 10 DAY OF January, 2011.


A. JAMES WANG
PRESIDENT OF CITY COUNCIL

APPROVED THIS 10 DAY OF January, 2011.


HAROLD DIELMANN
MAYOR

ATTEST:


DEBORAH RYAN, MRCC
CITY CLERK

CITY PLACE

June 2002

Signage Master Plan

Submitted to the
City of Creve Coeur

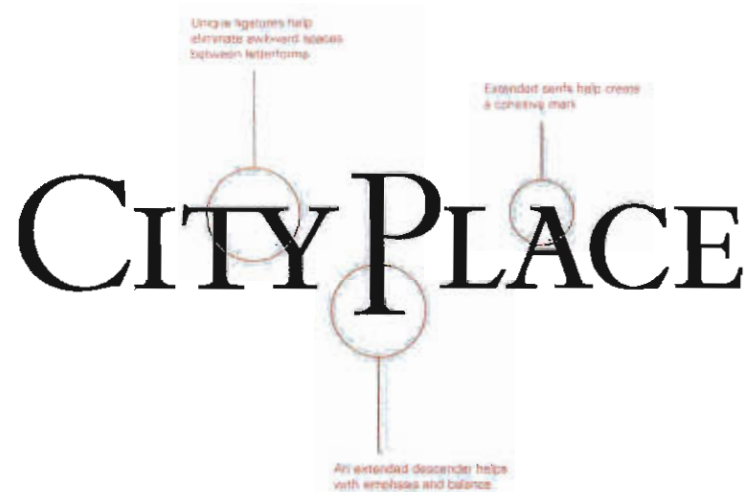
prepared by Kuhlmann Levitt, Inc.
for The Korman Group

Exhibit
1
4/10/11

	Page	
Section 1: Logo Description	1.1	A LOGO IS THE DEFINING VISUAL
	1.2	REFINING THE MARK
	1.3	A NOTE ON THE TYPE
	1.4	INCORRECT USAGE
Section 2: Existing Signs	2.1	EXISTING DISABLED PARKING SIGNS, SIGN TYPE A
	2.2	EXISTING RETAIL, SIGN TYPE B
	2.3	EXISTING STOREFRONT AND BUILDING ADDRESS SIGNS, SIGN TYPE C
	2.4	EXISTING DIRECTIONAL SIGNS, SIGN TYPE E
	2.5	EXISTING BUILDING, RETAIL AND CAMPUS MONUMENT SIGNS, SIGN TYPE F
	2.6	EXISTING TRAFFIC REGULATORY SIGNS, SIGN TYPE G
	2.7 - 2.8	EXISTING PARKING REGULATORY SIGNS, SIGN TYPE H
	2.9	EXISTING PARKING GARAGE REGULATORY, SIGN TYPE J1, J2, J3
	2.10	EXISTING BUILDING REGULATORY SIGNS, SIGN TYPE K
Section 3: Sign Location Plans	3.1	OVERALL SIGN LOCATION PLAN
	3.2 - 3.11	SIGN LOCATION BREAKOUTS
Section 4: Message Schedule	4.1	SIGN TYPE LIST- EXISTING AND NEW SIGNS
	4.2 - 4.4	SIGN MESSAGES OF EXISTING SIGNS
	4.5	SIGN MESSAGES FOR NEW SIGNS
Section 5: Sign Descriptions	5.1 - 5.26	SIGN TYPE DESCRIPTIONS/DRAWINGS FOR ALL NEW AND TRANSITIONAL SIGNS

CITY PLACE

A LOGO IS THE DEFINING VISUAL THAT CREATES AN IDENTIFIER BETWEEN YOU AND YOUR AUDIENCE. Your unique brand separates your company from the others around you. By setting graphic standards and holding to them, you are successfully building a more easily recognizable brand; forming a familiarity of your mark through visual repetition. The following guidelines help secure that your specific logo and branding identity will be used correctly and, therefore, effectively in all applications.



REFINING THE MARK

This updated CityPlace logo refines the existing mark with several small, yet significant changes. Within the mark, letterforms and serifs have been subtly skewed and pulled in order to create a cohesive, purely typographic identifier. For example, the formation of a unique ligature between the "T" and "Y" in *City* minimizes the awkward space normally made by the letterforms and allows the word spacing of both *City* and *Place* to visually work together. Also, the extended descender on the "P" in *Place* gives balance to the mark and reflects the architectural embellishment found on Building 3.



Bembo Expert (Primary Typeface)

A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z
A B C D E F G H I J K L M N O P Q R
S T U V W X Y Z 1 2 3 4 5 6 7 8 9 0

Univers 45 Light (Secondary Typeface)

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z 1 2 3 4 5 6 7 8 9 0

A NOTE ON THE TYPE

CityPlace has both a primary and secondary typeface. The primary typeface, Bembo Expert, is a titling face (only upper case), and is used in main headings. The secondary typeface, Univers 45 Light, creates a non-competing companion to the main type and can be used for setting body copy. Both faces were picked for their square proportions: the clean lines and sharp corners mimicking the building architecture and supporting the theme of the repeating forms throughout the complex.

CITYPLACE

Manipulate or distort

CITY
PLACE

Reposition type

CITYPLACE

Substitute font

CITYPLACE

Add shadow or other 3D effect

INCORRECT USAGE

In order to establish and maintain a professional association with CityPlace and the corporate identity, the rules and regulations set up in the previous pages must be followed without exception. Please keep the integrity of the mark in all applications and allow the brand to work for you. Above are a few examples of ways in which the logo must NOT be altered or changed.













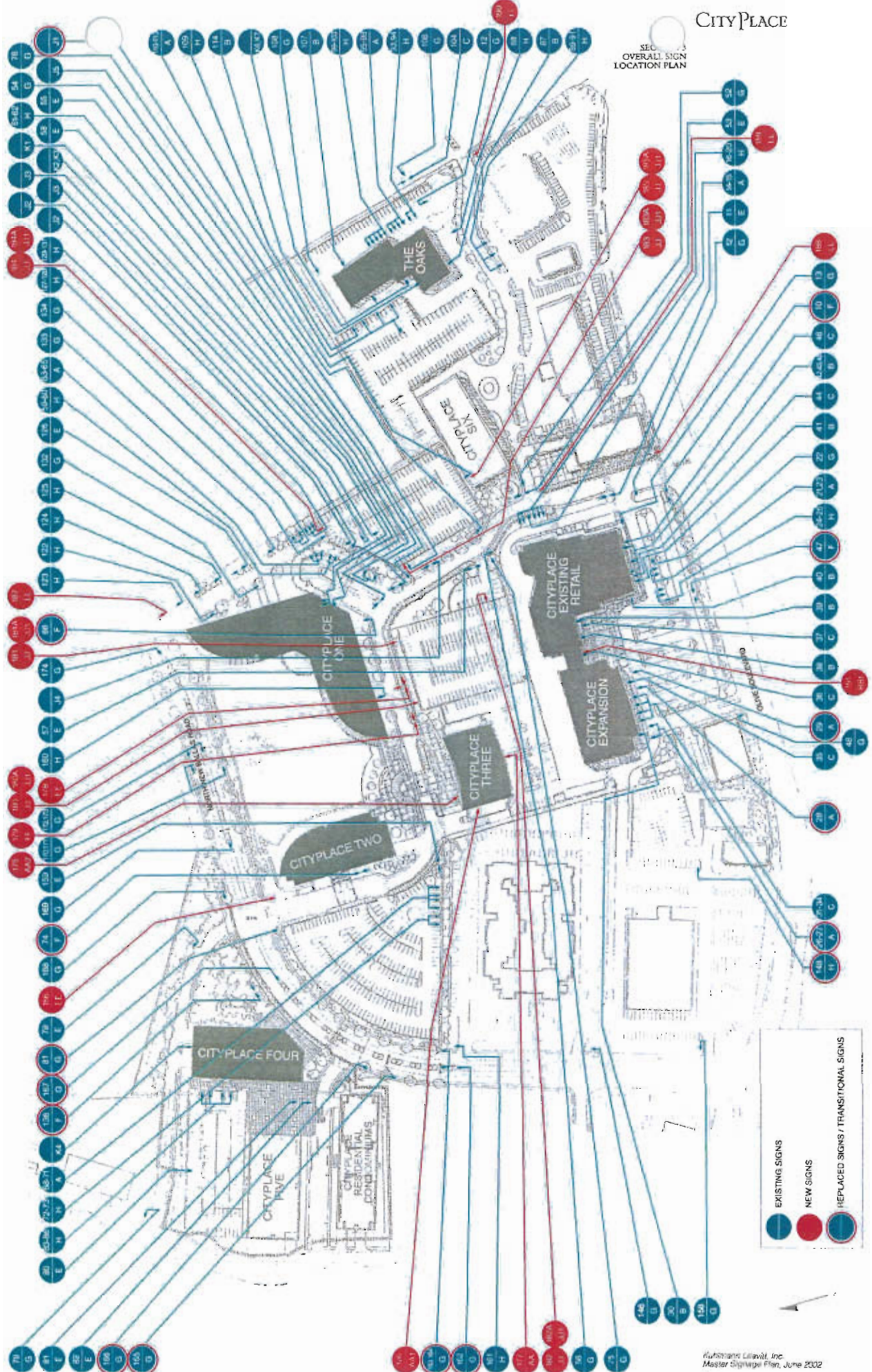






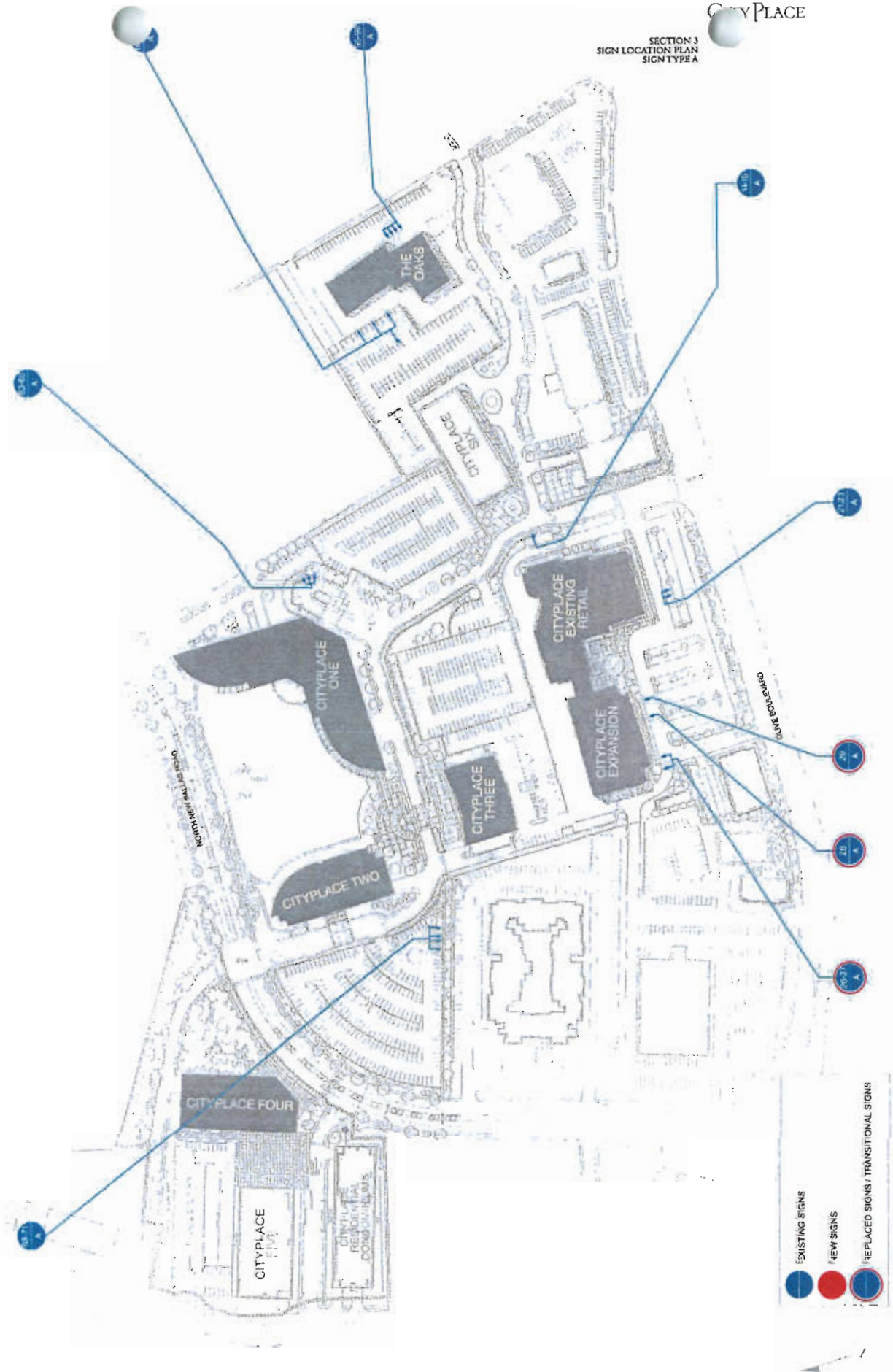


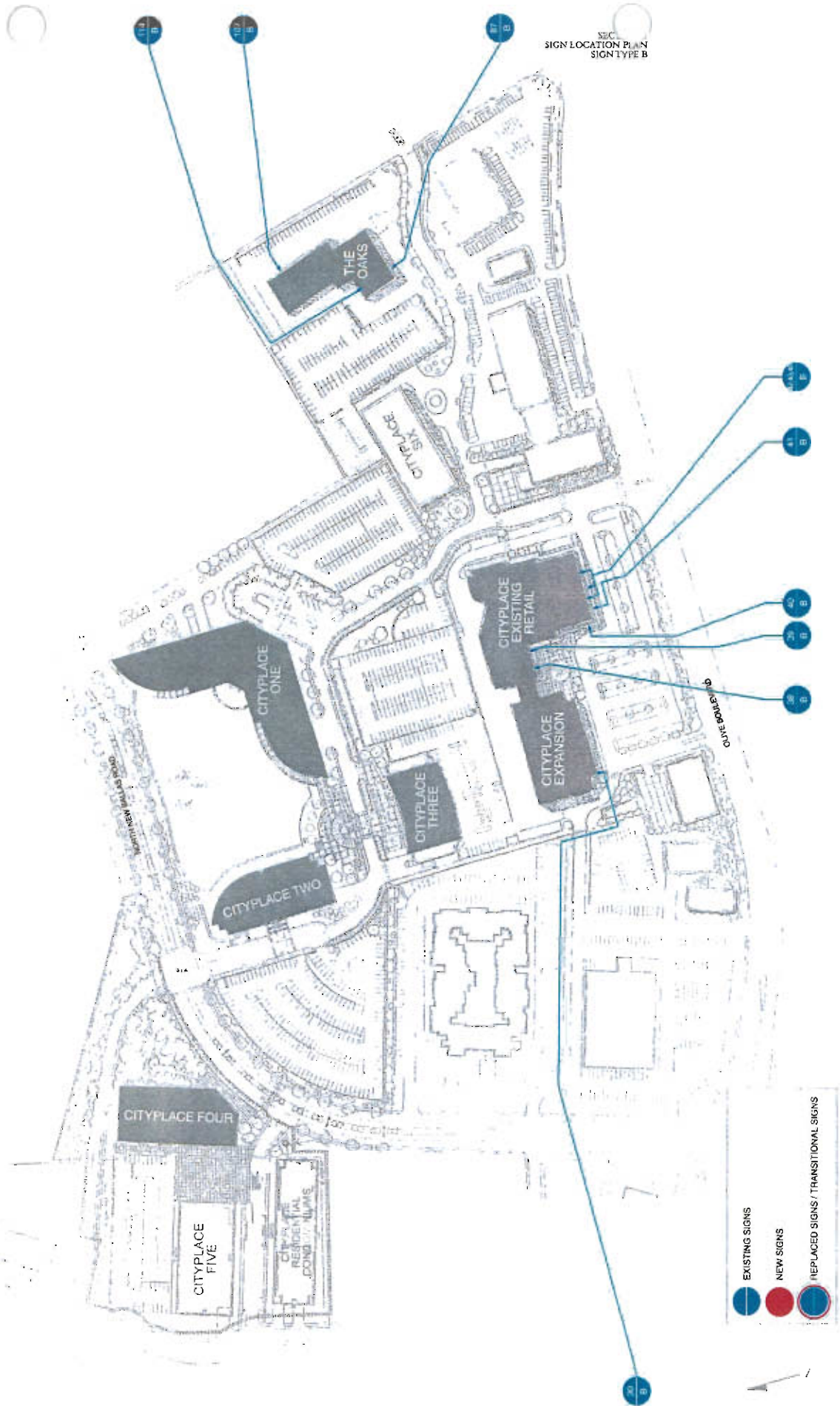
SECTION 3
OVERALL SIGN
LOCATION PLAN



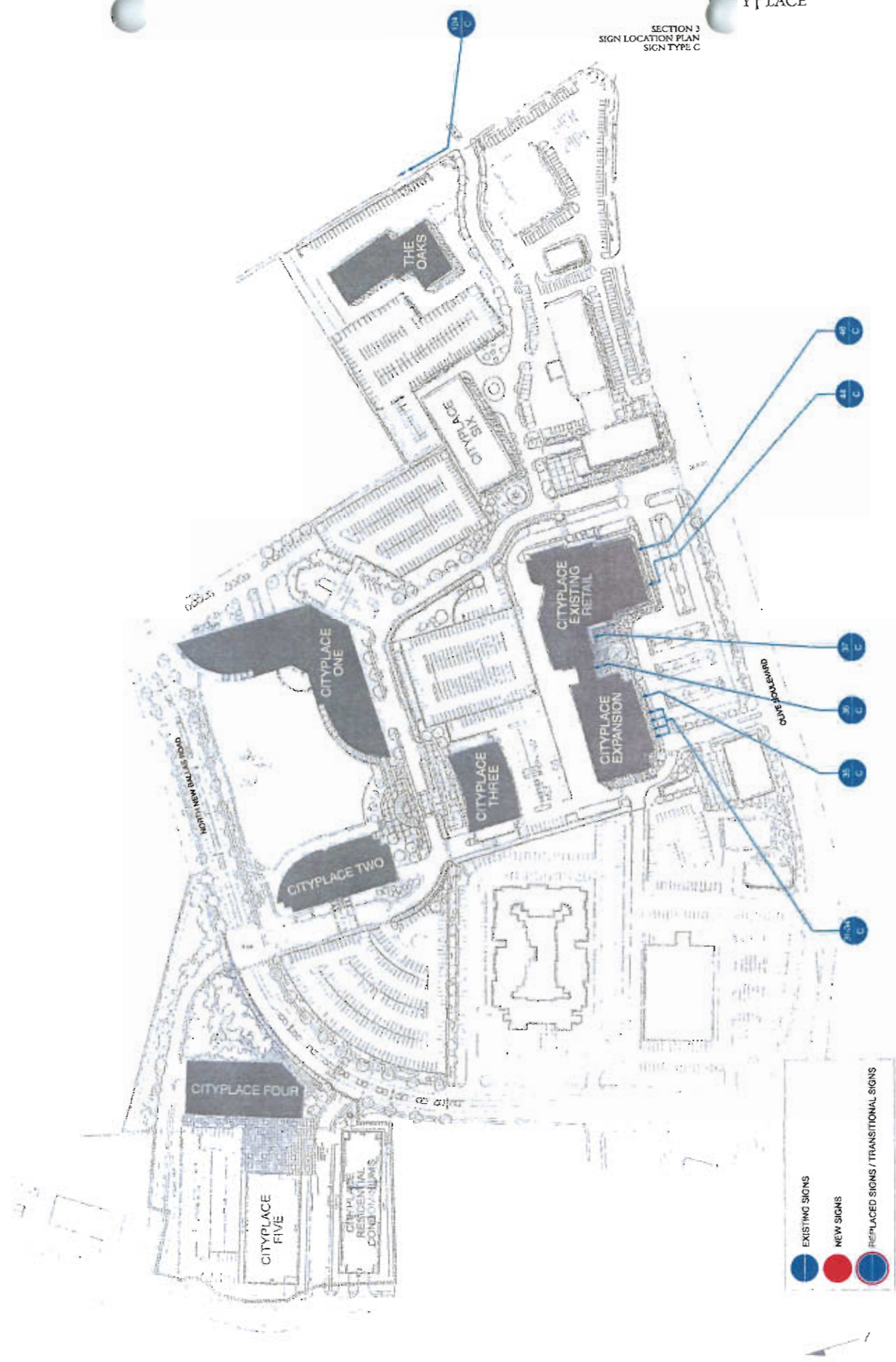
- EXISTING SIGNS
- NEW SIGNS
- REPLACED SIGNS / TRANSITIONAL SIGNS

SECTION 3
SIGN LOCATION PLAN
SIGN TYPE A

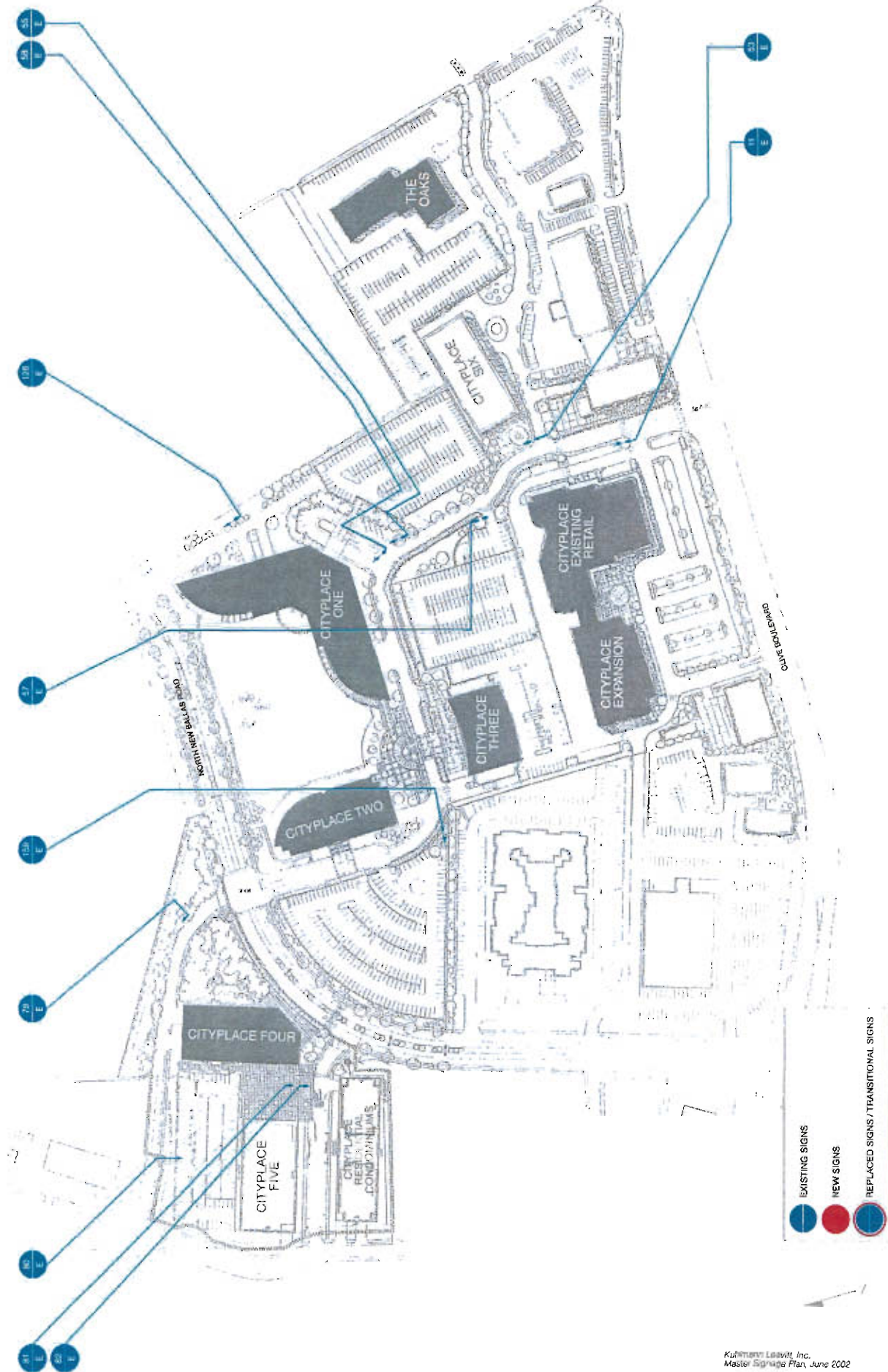


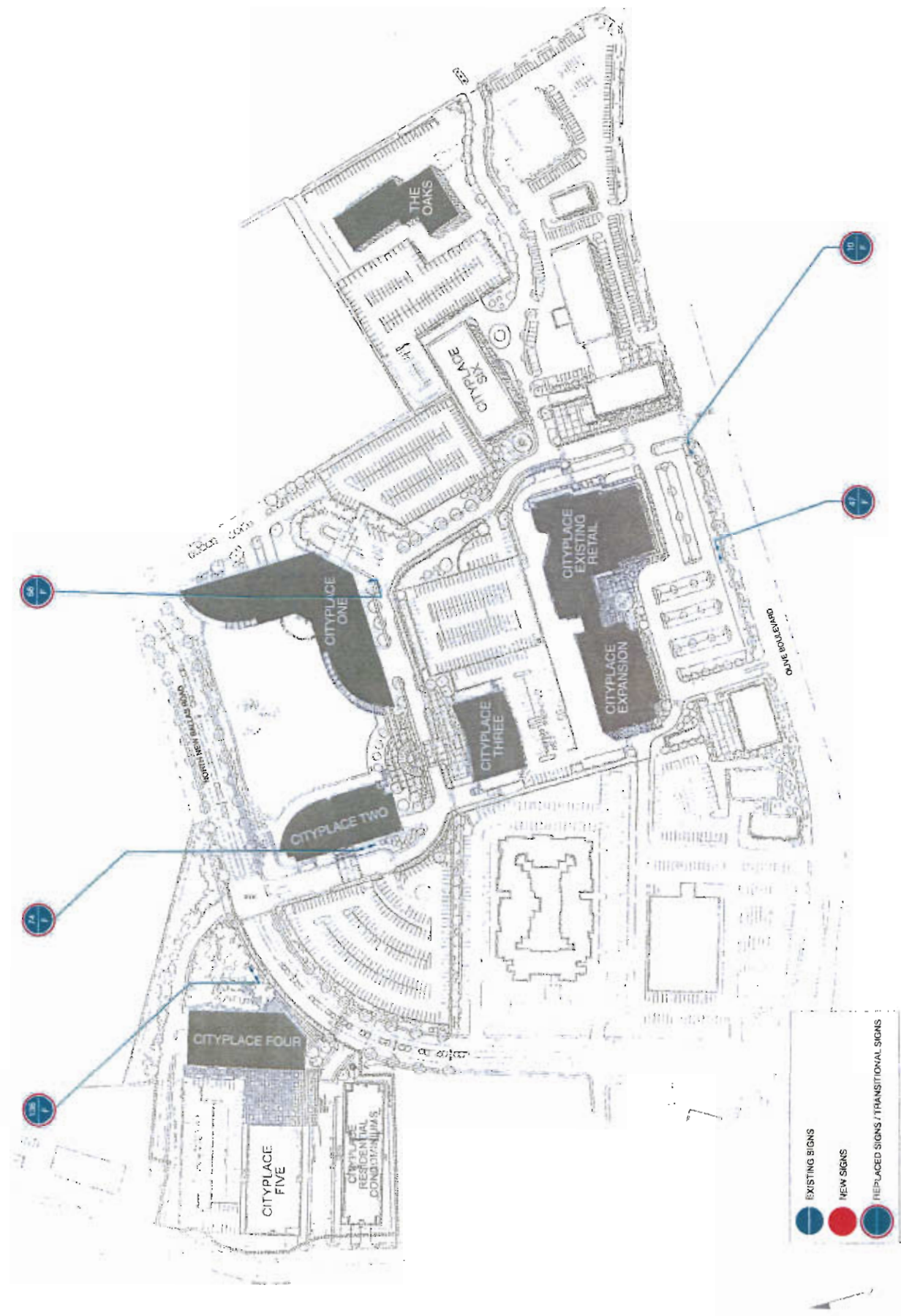


SECTION 3
SIGN LOCATION PLAN
SIGN TYPE C

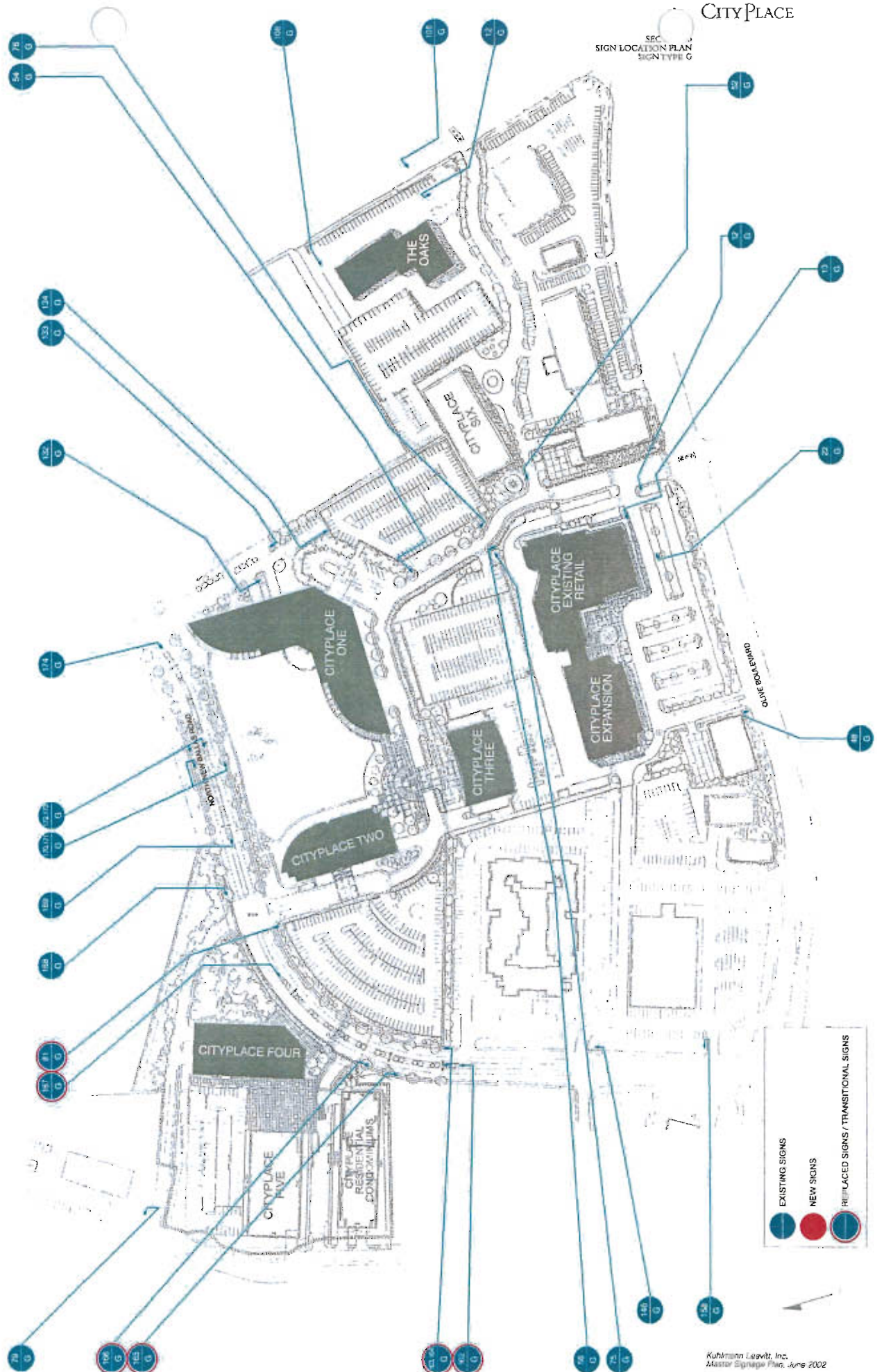


SEC
SIGN LOCATION PLAN
SIGN TYPE E



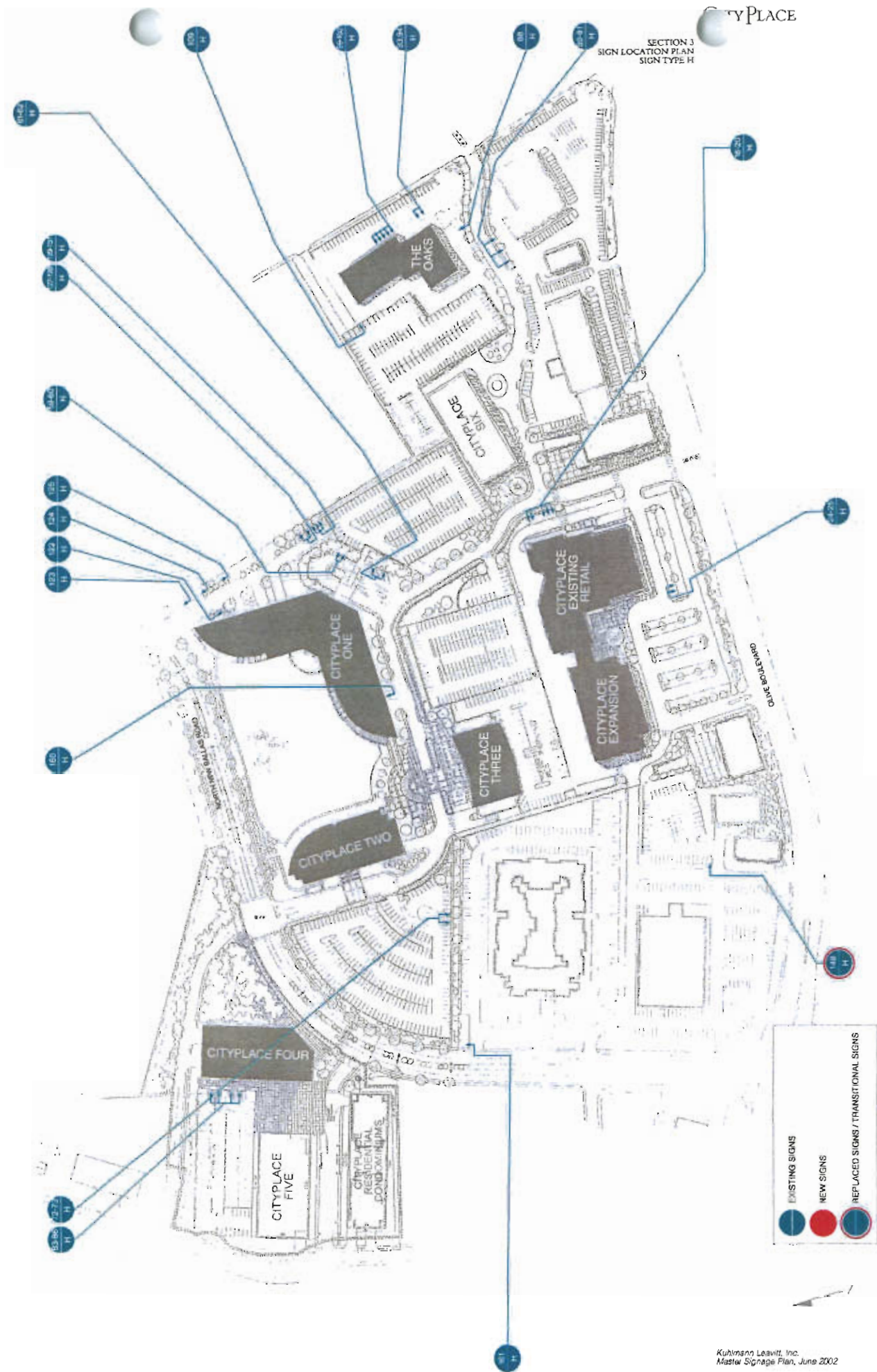


	EXISTING SIGNS
	NEW SIGNS
	REPLACED SIGNS / TRANSITIONAL SIGNS

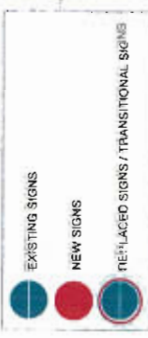
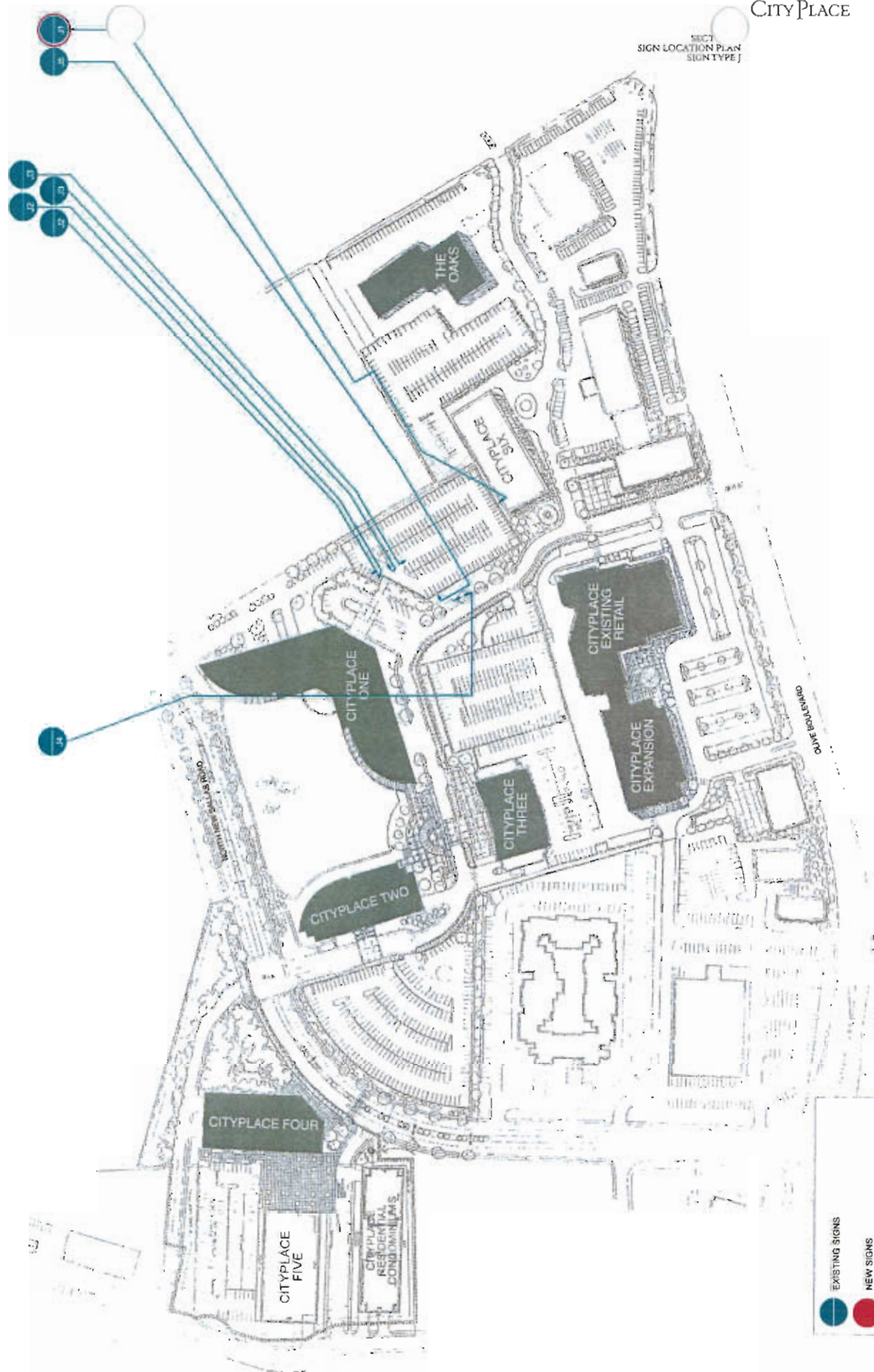


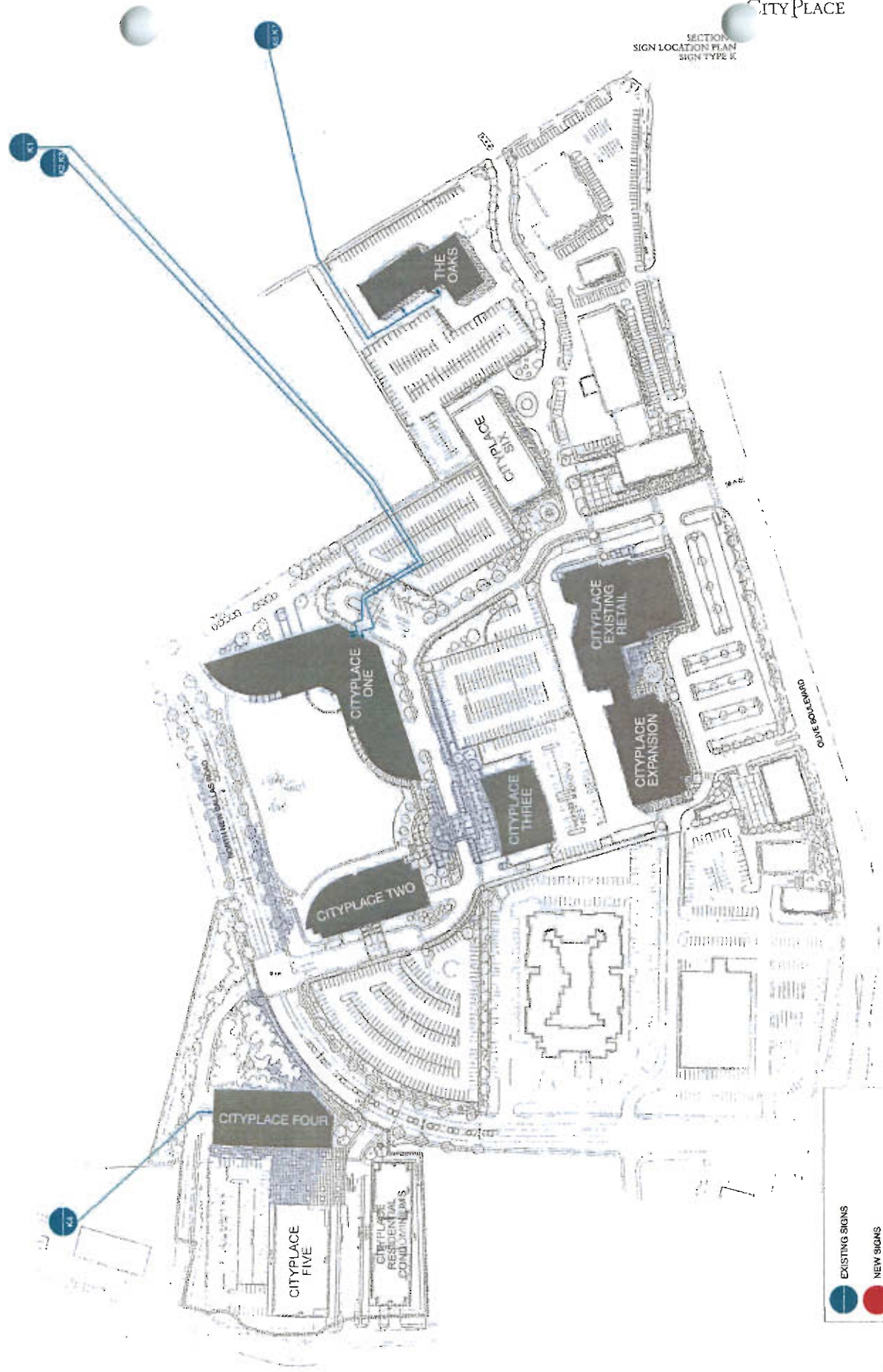
EXISTING SIGNS
NEW SIGNS
REPLACED SIGNS / TRANSITIONAL SIGNS

SECTION 3
SIGN LOCATION PLAN
SIGN TYPE H

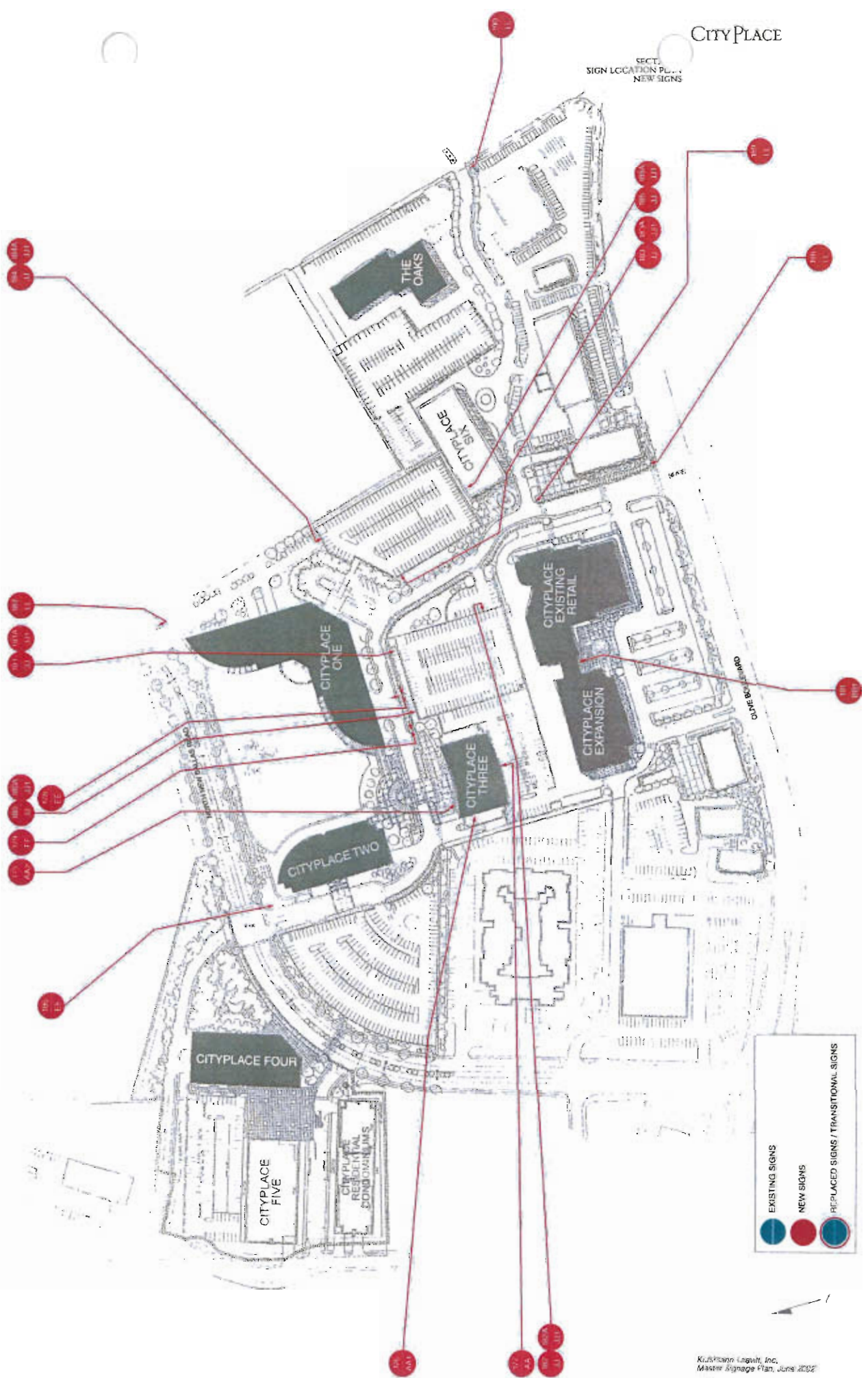


SECT
SIGN LOCATION PLAN
SIGN TYPE J





SECT.
SIGN LOCATION PLAN
NEW SIGNS





sign type

A	HANDICAP
B	RETAIL
C	BUILDING ADDRESS
E	CAMPUS DIRECTIONAL
F	CITYPLACE MONUMENT IDENTITY
G	TRAFFIC REGULATORY
H	PARKING REGULATORY
J	PARKING FACILITIES
X	BUILDING REGULATORY

EXISTING SIGNS

AA	CAMPUS MAIN IDENTITY ON CITY PLACE 3, SOUTH FACE
AA1	TENANT IDENTITY ON CITY PLACE 3, WEST FACE
AA2	TENANT IDENTITY ON CITY PLACE 3, NORTH FACE
BB	RETAIL
BB1	RADIO STATION TENANT RETAIL
EE	CAMPUS DIRECTIONAL
FF	CAMPUS, RETAIL AND BUILDING MONUMENT
GG	TRAFFIC REGULATORY
HH	PARKING REGULATORY
JJ	PARKING FACILITY ENTRY/EXIT IDENTITY
JJ1	PARKING FACILITY CLEARANCE HEIGHT
JJ2	PARKING FACILITY INTERIOR LOCATION IDENTIFIER
JJ3	PARKING FACILITY INTERIOR REGULATORY
KK	BUILDING REGULATORY
LL	STREET NAME IDENTIFICATION
MM	LEASING INFORMATIONAL
NN	CITY PLACE 3 INTERIOR TENANT IDENTIFICATION
NN1	CITY PLACE 3 INTERIOR AMENITIES IDENTIFICATION
NN2	CITY PLACE 3 INTERIOR RESTROOM IDENTIFICATION

PROPOSED NEW SIGNS

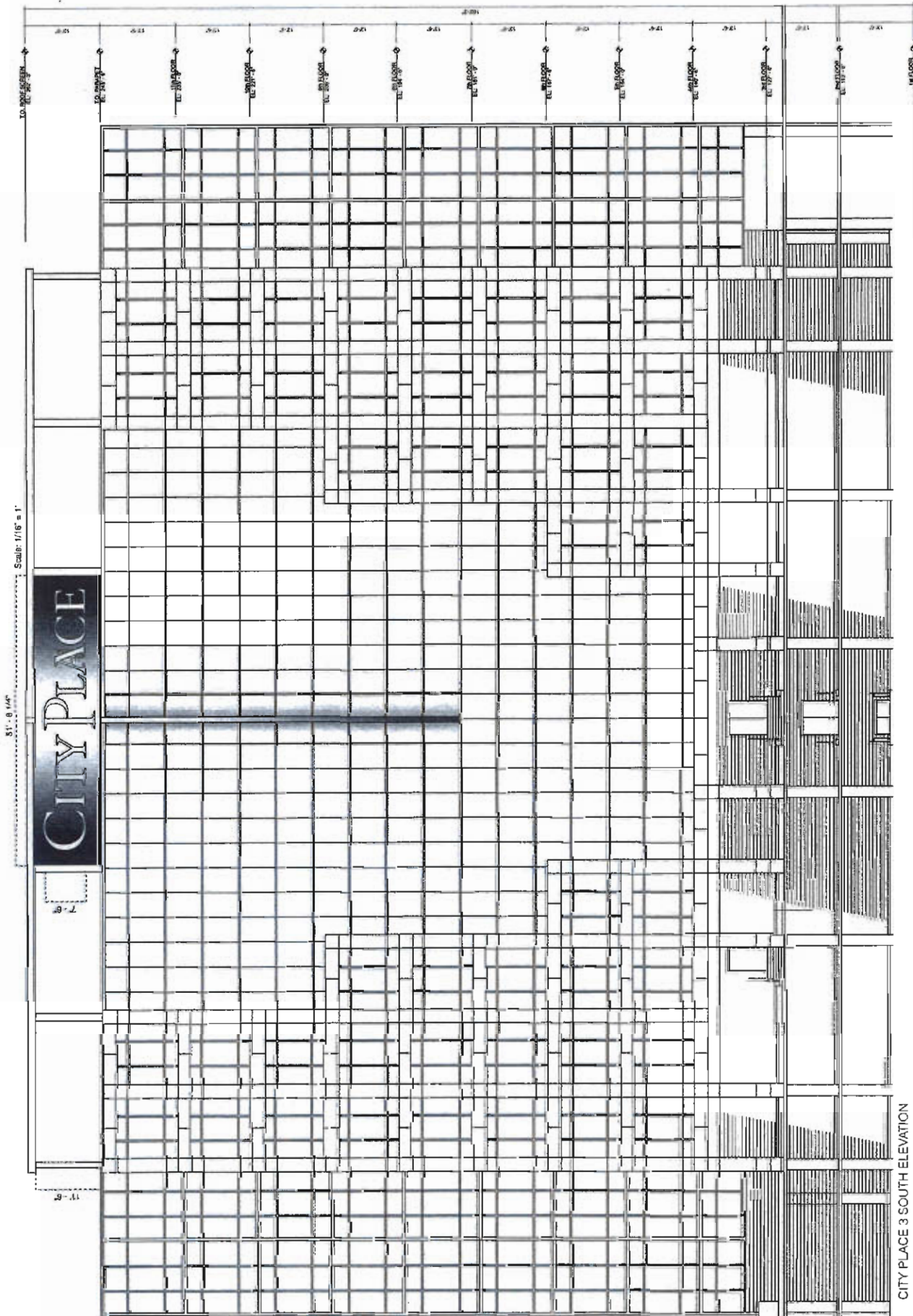
	NUMBER	SIGN TYPE	MESSAGE	DESCRIPTION
EXISTING SIGNS	10	F	CITYPLACE CAMPUS MONUMENT	Black & white granite with silver metal type and logo element, 2 sided
	11	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	12	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters, old
	13	G	TRAFFIC - "Stop for Pedestrian"	White rectangular with red letters
	14	A	HANDICAP	Blue sign, white letters/symbol
	15	A	HANDICAP	White stencil on asphalt
	16	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	17	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	18	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	19	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	20	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	21	A	HANDICAP	Blue sign, white letters/symbol, white stencil on asphalt
	22	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters, old
	23	A	HANDICAP	Stencil on asphalt
	24	H	PARKING - "Creve Coeur parking only"	White rectangular sign blue/black letters/arrow on black pedestal
	25	H	PARKING - "Creve Coeur parking only"	White rectangular sign blue/black letters/arrow on black pedestal
	26	A	HANDICAP	blue stencil on asphalt
	27	A	HANDICAP	blue stencil on asphalt
	29	A	HANDICAP	blue stencil on asphalt
	31	C	ADDRESS	White vinyl numbers (light typeface) on glass
	32	C	ADDRESS	White vinyl numbers (light typeface) on glass
	33	C	ADDRESS	White vinyl numbers (light typeface) on glass
	34	C	ADDRESS	White vinyl numbers (light typeface) on glass
	35	C	ADDRESS	White vinyl numbers (light typeface) on glass
	36	C	ADDRESS	White vinyl numbers (light typeface) on glass
	37	C	ADDRESS	White vinyl numbers (bold typeface) on glass
	38	B	RETAIL - "Kinko's"	White 3D letters on building, internally illuminated
	39	B	RETAIL - "Kinko's"	White 3D letters on building, internally illuminated
	40	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	41	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	42	B	RETAIL - "Creve Coeur Camera"	White 3D letters on building, internally illuminated
	43	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	44	C	ADDRESS	White vinyl numbers (chunky typeface) on glass
	45	B	RETAIL - "Provisions"	White/Red 3D letters on building, internally illuminated
	46	C	ADDRESS	White vinyl numbers (long typeface) on glass
	47	F	CITYPLACE RETAIL MONUMENT	Black & white granite with silver metal type, 2 sided
	48	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters
	52	G	TRAFFIC - "Stop"	Red hexagon sign with white letters
	53	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	54	G	TRAFFIC - "Stop"	Black box panel with red/white, letters/symbol
	55	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	56	G	TRAFFIC - "Stop"	Black box panel with red/white, letters/symbol
	57	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	58	G	DIRECTIONAL - "One way"	White square sign with blue letters/arrow
	59	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	60	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	61	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	62	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	63	A	HANDICAP	Blue sign, white letters/symbol
	64	A	HANDICAP	Blue sign, white letters/symbol
	65	A	HANDICAP	Blue sign, white letters/symbol
	66	F	CITYPLACE ONE BUILDING MONUMENT	Black & white granite with silver metal type - 1-sided
	67	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated

	NUMBER	SIGN TYPE	MESSAGE	DESCRIPTION
PROPOSED NEW SIGNS	175	AA2	LOCKTON (logo)	dimensional letters and suspended logo at 3rd floor level of south face CP3
	176	AA1	Microsoft	Internally illuminated letters on west face of CityPlace 3
	177	AA	CITYPLACE	Curved sign panel at parapet level of north face of CityPlace 3
	178	EE	(west face): Visitor Parking City Place 3 (arrow right) City Place 1 (arrow up) Retail Shops (arrow up) (south face): Visitor Parking City Place 3 (arrow straight) (east face): City Place 1 Loading Dock (arrow right) City Place 3 Visitor Parking (arrow left)	Cube sign, 3 sided messages
	179	FF	CityPlace (logotype) 3 (list of tenants)	Large Cube with logo, large numeral and building tenant list
	180	JJ	City Place 3 Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	180a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	181	JJ	City Place 1 West Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	181a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	182	JJ	Naxtel Visitor Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	182a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	183	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	183a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	184	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	184a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	185	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	185a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	186	EE	(south face all arrow up): City Place 1 City Place 2 City Place 3 (west face): City Place 1 (arrow right) City Place 2 (arrow right) City Place 3 (arrow right) City Place 4 (arrow left) (east face): City Place 1 (arrow left) City Place 2 (arrow left) City Place 3 (arrow left) City Place 4 (arrow right) (north face): City Place 4 (arrow up)	Cube sign, 4 sided messages
	187	GG	STD/P Replaces sign 135	square tube post, standard DOT sign face
	188	LL	City Place Dr. Olive Blvd.	square tube post, blade with street names
	189	LL	City Place Dr. (name of street)	square tube post, blade with street names
	190	LL	(name of street) (name of street)	square tube post, blade with street names
	191	BB1	(Radio Station logos)	aluminum layered radio station logos mounted to substrate

Sign consists of aluminum sign panel with backlit letters; sign fabricator to be responsible for engineering of all structural support and anchorage; sign fabricator to be responsible for engineering of all structural elements as needed to meet windload and weight requirements; all fasteners, electrical wiring transformers to be concealed from view; radius of sign panel to be sufficient to wrap around existing building and to make sufficient contact with rooftop support elements and contain all lamps required for even white illumination; illumination to be "soft" and warm, specific lighting specifications to be determined.

CITYPLACE

SEC 1
SIGN TYPE 4A
CAMPUS MAIN IDENTIFICATION
CITY PLACE 3 SOUTH FACE



CITY PLACE 3 SOUTH ELEVATION

Kulmann Lesvitt Inc.
Signage Master Plan, June 2002

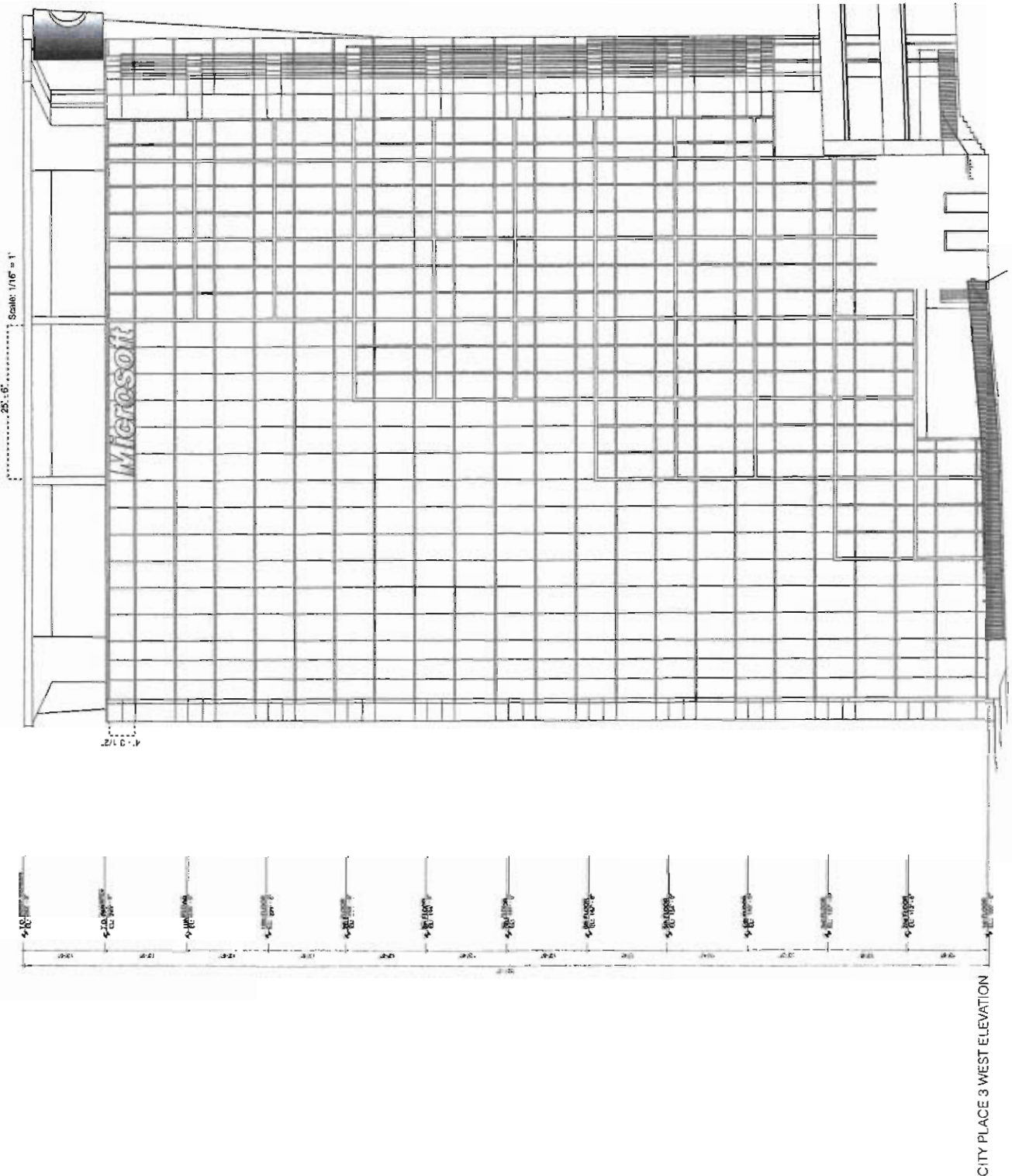


CITY PLACE

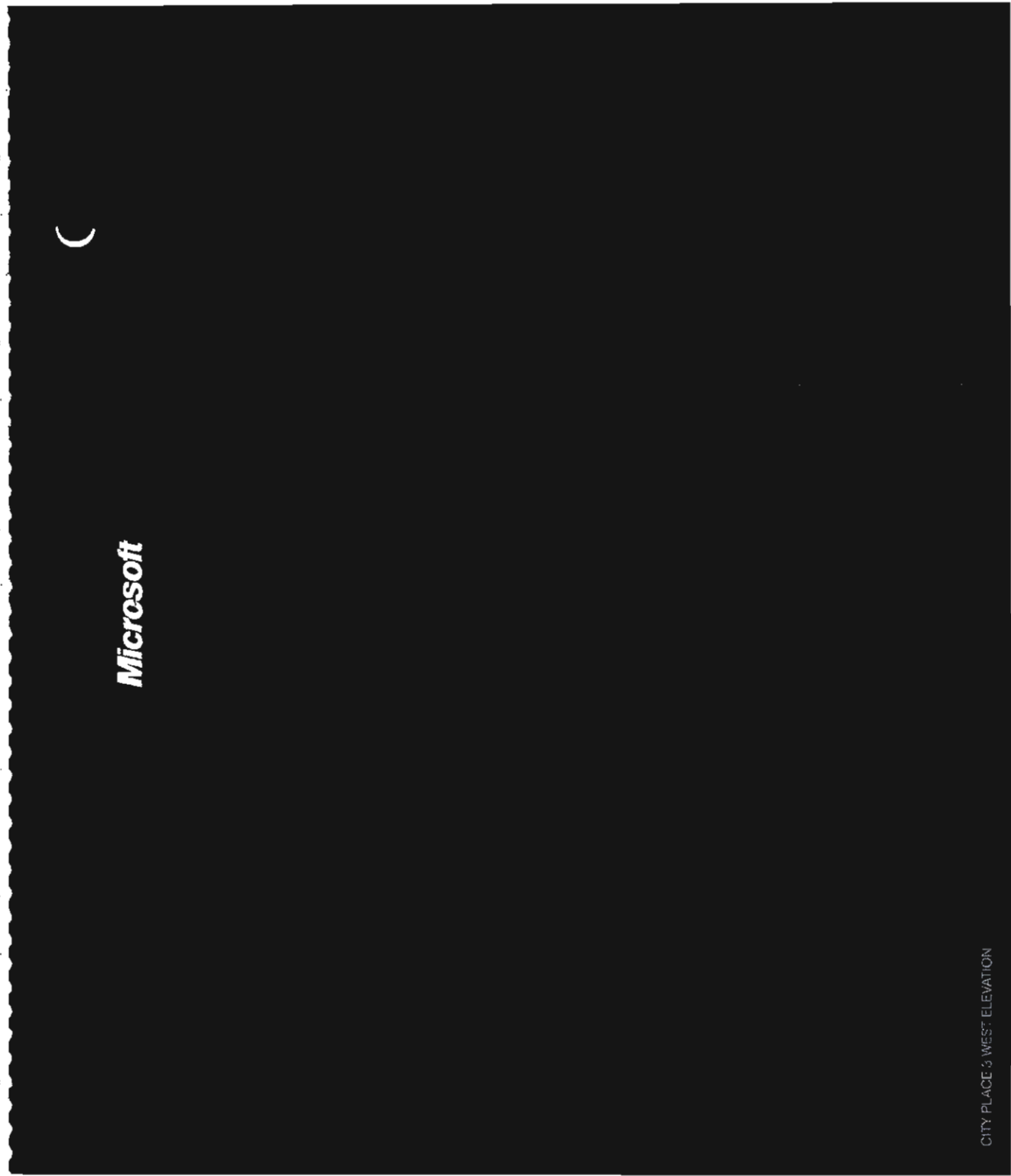
CITY PLACE 3 SOUTH ELEVATION



Sign consists of internal illuminated dimensional letters mounted to building face as shown, letters to be 6" thick. Letters to be faced with incandescent at night; exact specifications for engineering of all structural support and anchoring/filler/adhesive of mounted elements as needed to meet windload and weight requirements; all fasteners to be invisible to viewer;



SECTION
SIGN TYPE BB
SELECT TENANT IDENTIFICATION
CITY PLACE 3 WEST FACE, NIGHTVIEW



CITY PLACE 3 WEST ELEVATION

Sign consists of 1'-9 1/2" ht x 3" depth painted aluminum dimensional letters, color gloss black. Sign also consists of logo spandrel element that suspend between columns at building entry. Logo spandrel support and anchoring/finish adhesive of suspended elements color: sign fabricator to be responsible for engineering of all structural support and anchoring/finish adhesive of suspended elements as needed to meet windload and weight requirements, all fasteners to be rivets to be rivets to view.

SECTION 5
SIGN TYPE A&Z
TENANT IDENTIFICATION
CITY PLACE 3 NORTH FACE

1'-9 1/2" 4'-2 1/8"

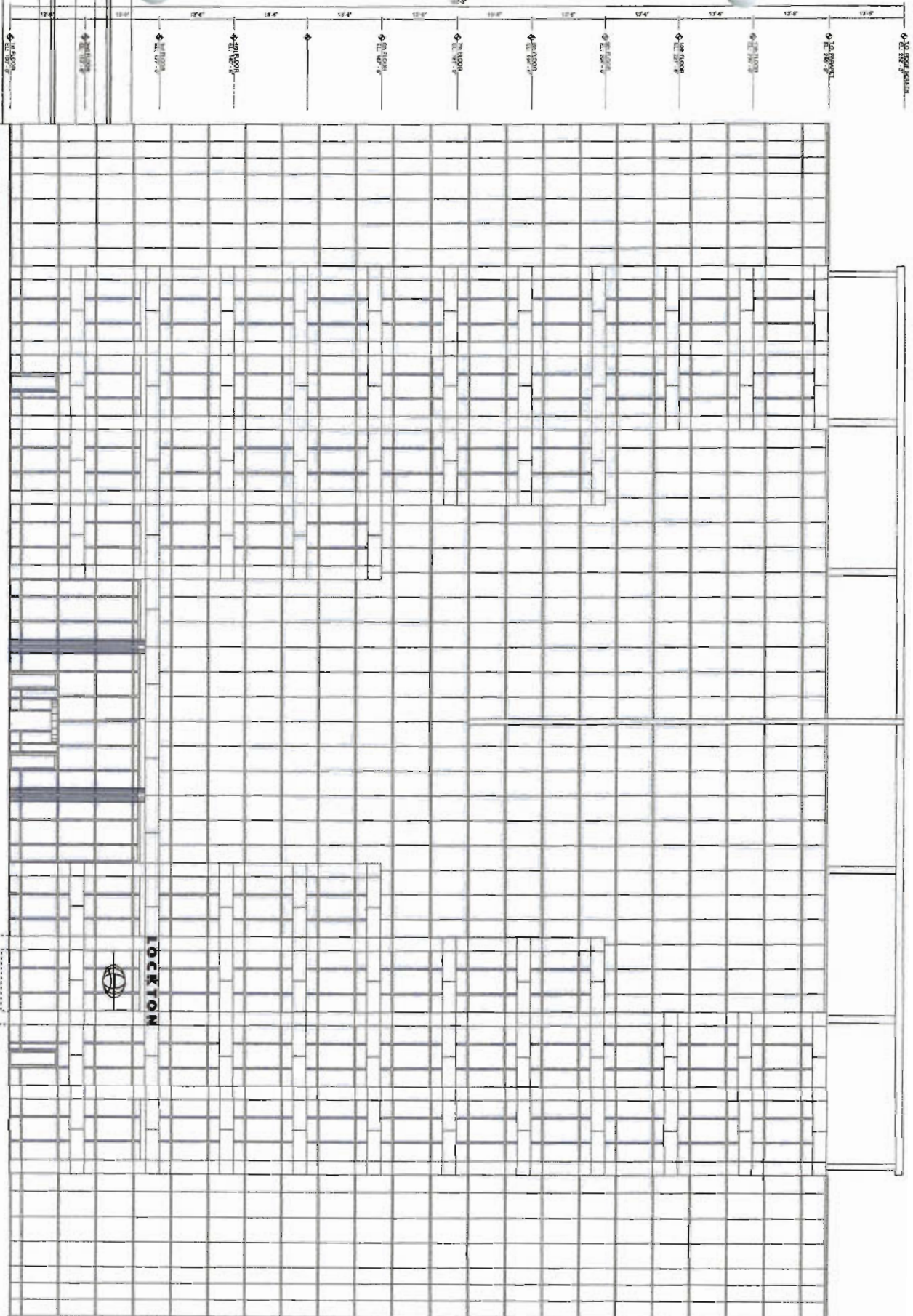
CITY PLACE 3 NORTH ELEVATION

Scale: 1/16" = 1'

10'-10 1/2"

1'-8 1/4"

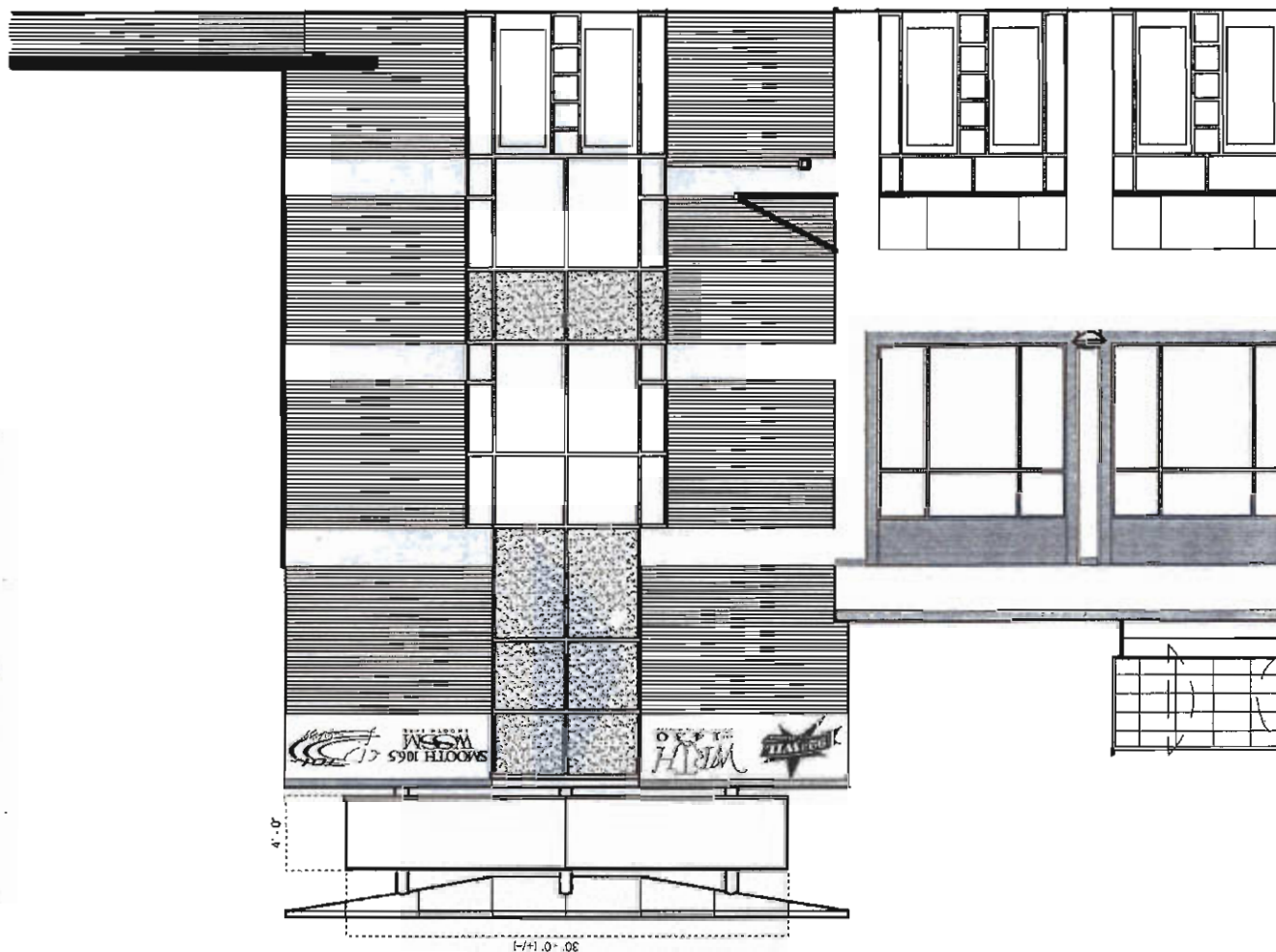
LOCKTON





AKOYVTS

black, layer 1
 silver, layer 2
 white, layer 3 (top layer)
 silver, layer 2



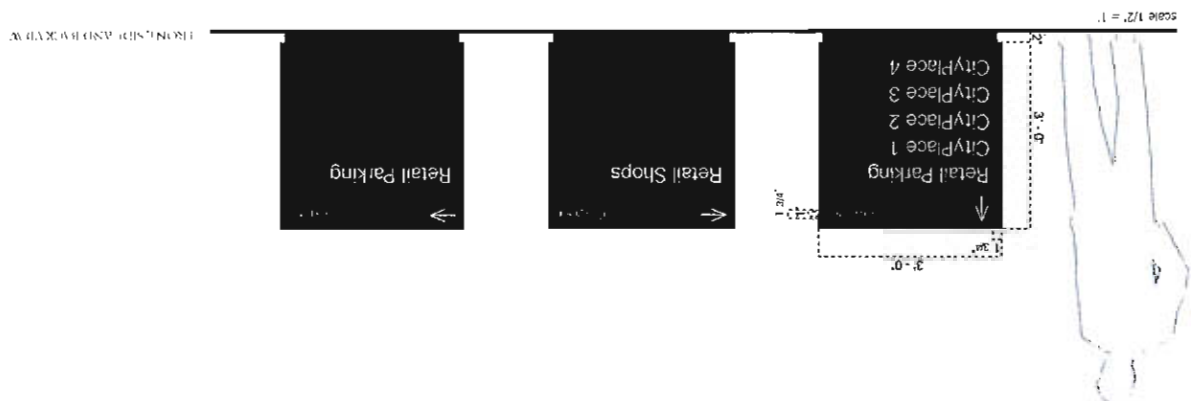
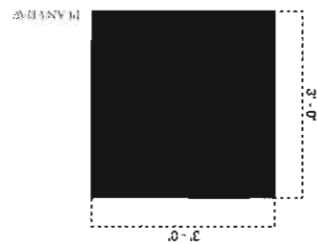
Radio Station signs to be clear enodded
 aluminum layered panels, sign panel height
 vary, sign panels to be metallic silver, black
 and white colors only. Sign panel is to be
 mechanically affixed to a substrate sign and
 that is painted to match architect's sample.
 Sign is to be attached to the structure for all
 structural support and weight are provided
 to meet windload and weight are provided
 support structures may become visible from
 view, as non-corrosive fasteners and all have
 filter as conditions require to be visible to
 views.



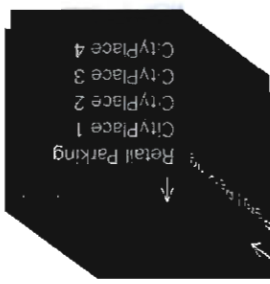
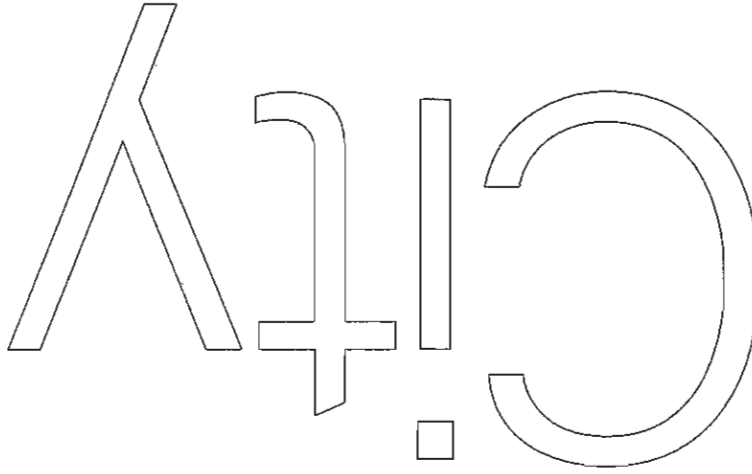
SIGN TYPE BBI
 RADIO STATION TENANT RETAIL IDENTIFICATION

SIGNTYPE IS
NEW SITE DIRECTIONAL
Eventually will replace all Sign Type E directional

NOT IN L.B.N. 18-101

[illegible]

1451 RD 17th NW, AL



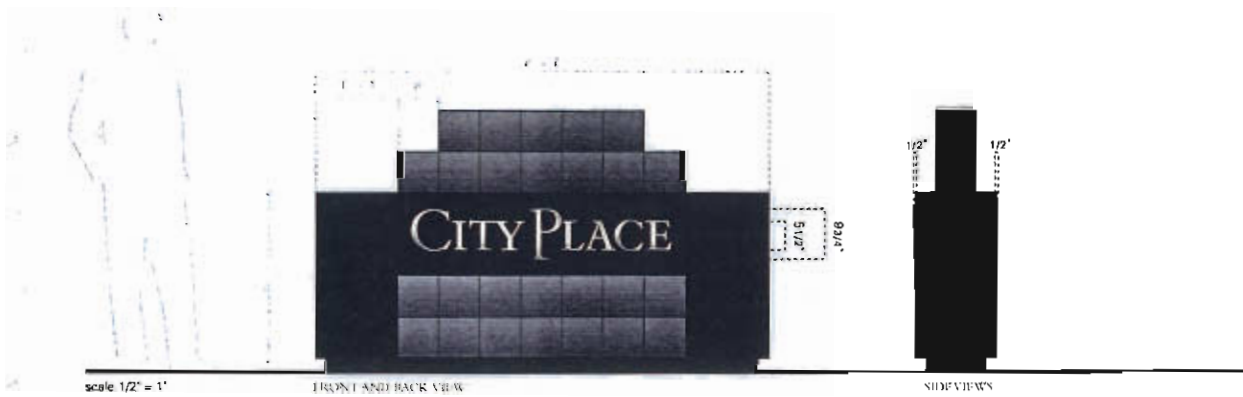
SIGN TYPE F #10
TRANSITIONAL CAMPUS MONUMENT
Eventually will be replaced by Sign Type FF
(see following page of this document)

Existing Campus Monument sign with removed old logo, both sides; replace logo with 9 3/4" ht. x 1/2" thick stainless steel new logotype, both sides; stud mount new logotype flush to monument face; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible

DESCRIPTION



PLAN VIEW

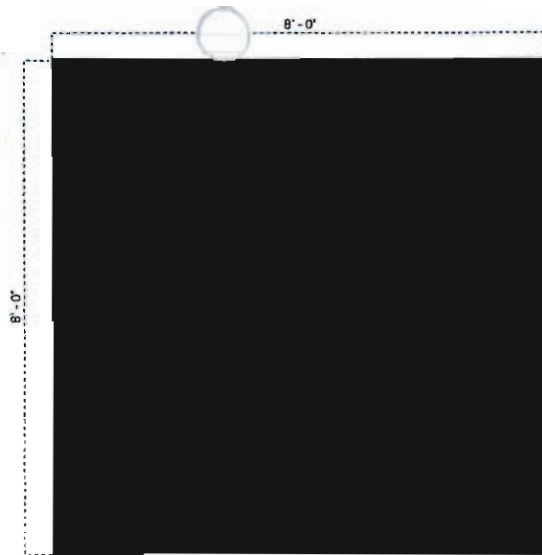


scale 1/2" = 1'

FRONT AND BACK VIEW

SIDE VIEWS



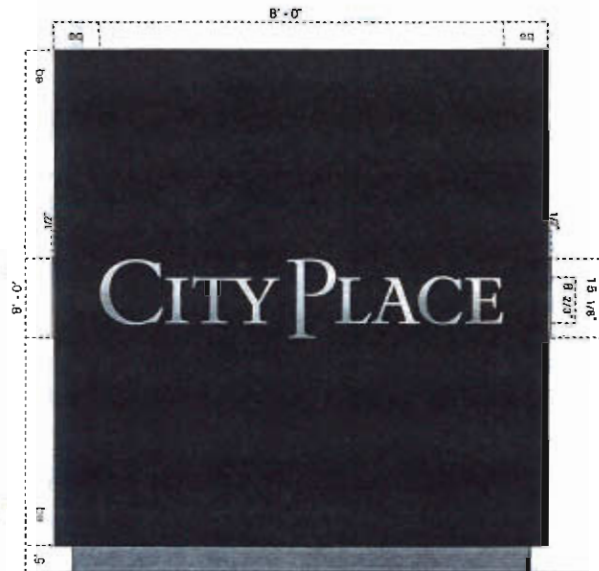


PLAN VIEW

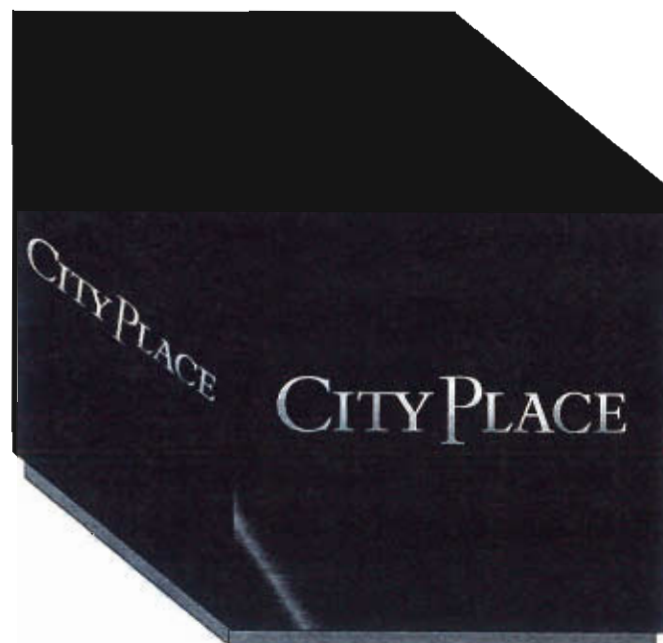
SIGN TYPE F:
NEW CAMPUS MONUMENT
Eventually to replace sign #10 F
(see previous page of this document)

DESCRIPTION

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube, paint color black; top of cube to be other material to be determined; cube mounts onto a recessed 5" ht visible concrete base/footing; sign fabricator to be responsible for all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer; logotype to be silkscreened on back of glass before backpainting; minimal corner and edge treatment to be determined to address vulnerability of those conditions



FRONT, BACK AND SIDE VIEWS



AXON VIEW



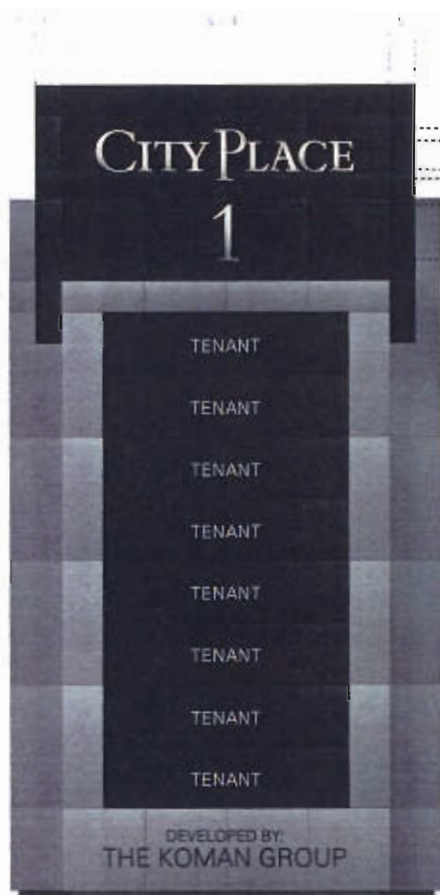
SIGN TYPE F #66 and #74
TRANSITIONAL BUILDING MONUMENT
Eventually to be replaced by Sign Type PF2
(see following page of this document)



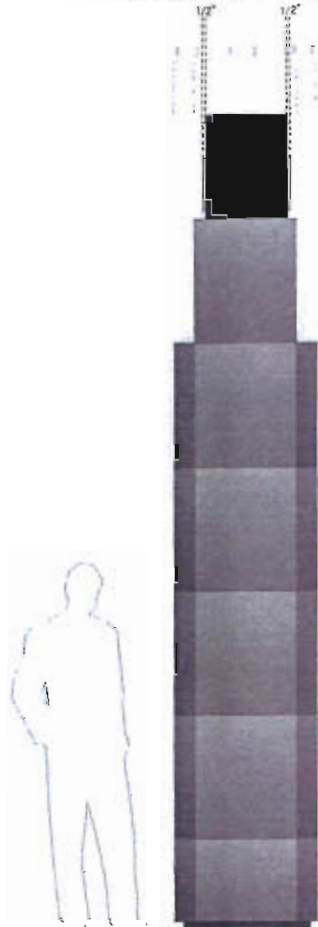
PLAN VIEW

Existing building monument signs; remove CityPlace one, two and four existing lettering; replace with new logotype and numerals 1, 2 and 4; logotype to be 1/2" thick x 9'-3/4" ht. numerals to be 1/2" thick x 10'-0" ht. stainless steel, #4 brushed finish; stud mount logotype and numeral flush to monument face as shown below; use adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible;

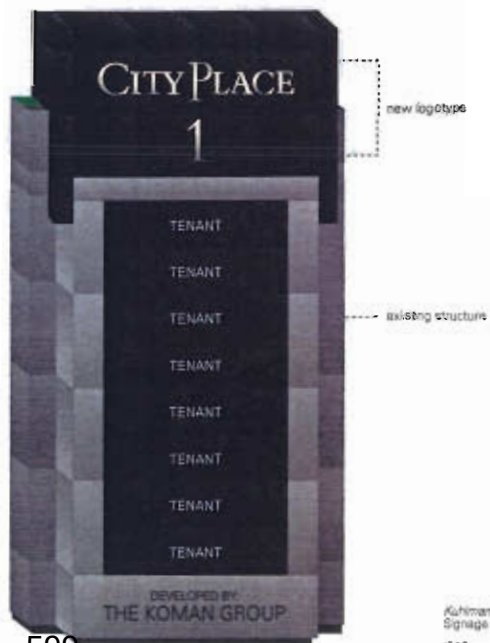
TRANSITION



scale 1/2" = 1' FRONT AND REAR VIEW

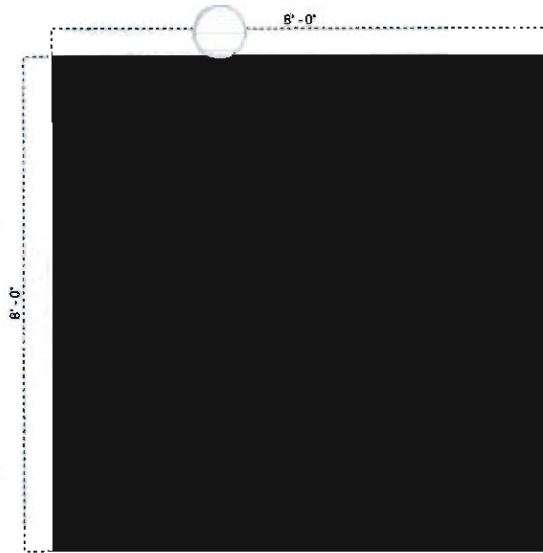


SIDE VIEW DETAIL



Kuhlmant Design Inc.
Signage Master Plan, June 2002
S12

SIGN TYPE #2 A
 NEW BUILDING MONUMENT
 Eventually will replace Building Monument
 for CityPlace 1, 2 and 4
 (see previous page of this document)



PLAN VIEW

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube; paint color black; top of cube to be other material to be determined; cube mounts onto a 5" ht visible concrete base/footing; sign fabricator to be responsible for all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view, all fasteners to be invisible to viewer; Sign front and back graphics silkscreened on back of glass before backpainting; Tenant graphics to be computer cut adhesive backed vinyl occur on outside of glass, 2 sides; minimal corner and edge treatment to be designed to address vulnerability of those conditions

DESCRIPTION



scale 1/2" = 1'

FRONT AND BACK VIEW



SIDE VIEW DETAIL



ISOMETRIC VIEW

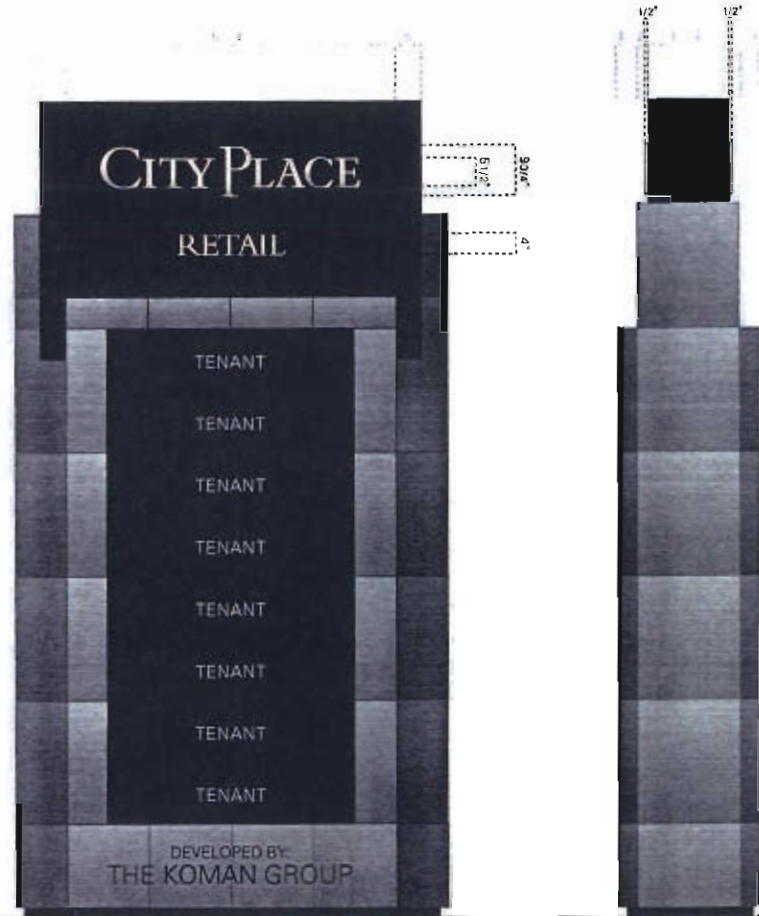
SIGN TYPE F-647
TRANSITIONAL RETAIL MONUMENT
Eventually will be replaced by Sign Type FF
(see following page of this document)



PLAN VIEW

Existing Retail Monument sign with removed old logo; replace old logo with 9 3/4" h. x 1/2" thick stainless steel new logotype; stud mount new logotype flush to monument face; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible

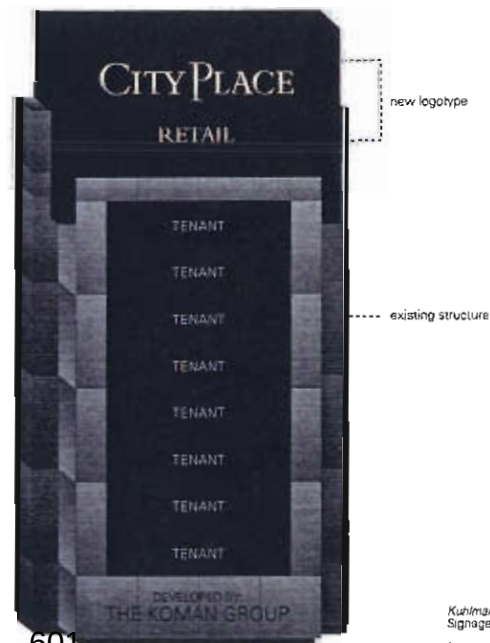
DESCRIPTION



scale 1/2" = 1'

FRONT AND BACK VIEW

SPRINT VIEW (OPTIONAL)



new logotype

existing structure

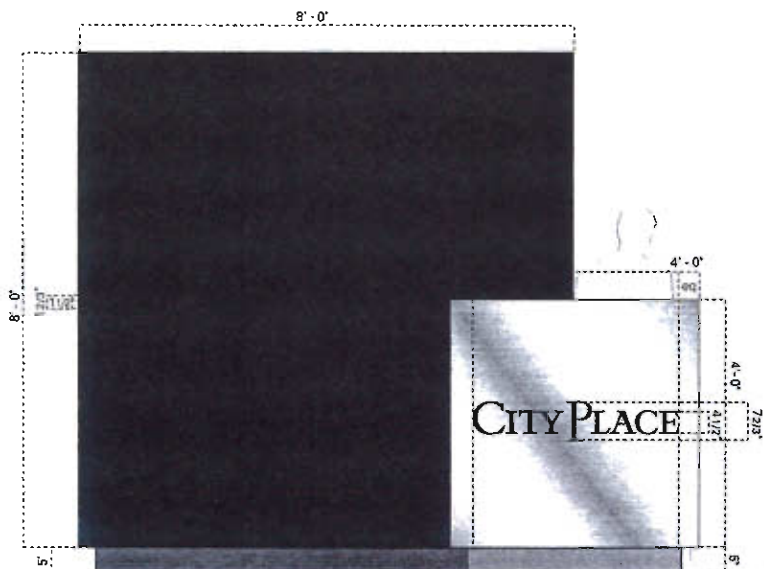
SIGN TYPE F
NEW RETAIL MONUMENT
Eventually will be replaced by Sign Type F
(see previous page of this document)

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube; paint color black; top of cube to be other material to be determined; cube mounts onto a 5" ht visible concrete base/footing. Sign back graphics silkscreened on back of glass before backpainting; Tenant graphics to be computer cut adhesive backed vinyl occur on outside of glass, 2 sides; minimal corner and edge treatment to be designed to address vulnerability of those conditions; sign fabricator to be responsible for all engineering of all elements including internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer;

DESCRIPTION

Sign also consists of an adjoining 4' x 4' x 4' cube fabricated out of 1/4" thick aluco-bond type material; mounted to a 5" ht. concrete base; letters to be 1/2" thick aluminum painted black; letters mechanically mounted to cube face with concealed fasteners; sign fabricator to be responsible for all engineering of all elements including internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer;

PLAN VIEW



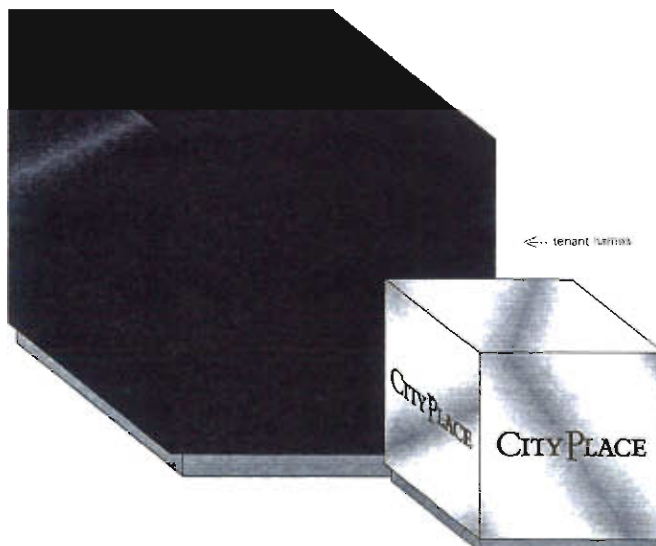
scale 1/2" = 1'

FRONT AND SIDE VIEW

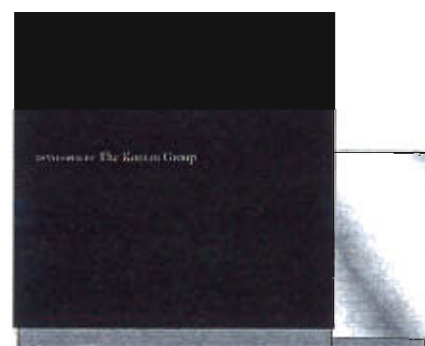


SIDE VIEW (RIGHT)

tenant names →



← tenant names

BACK VIEW
(PARALLEL TO SIDE)

← Logotype on 3 sides

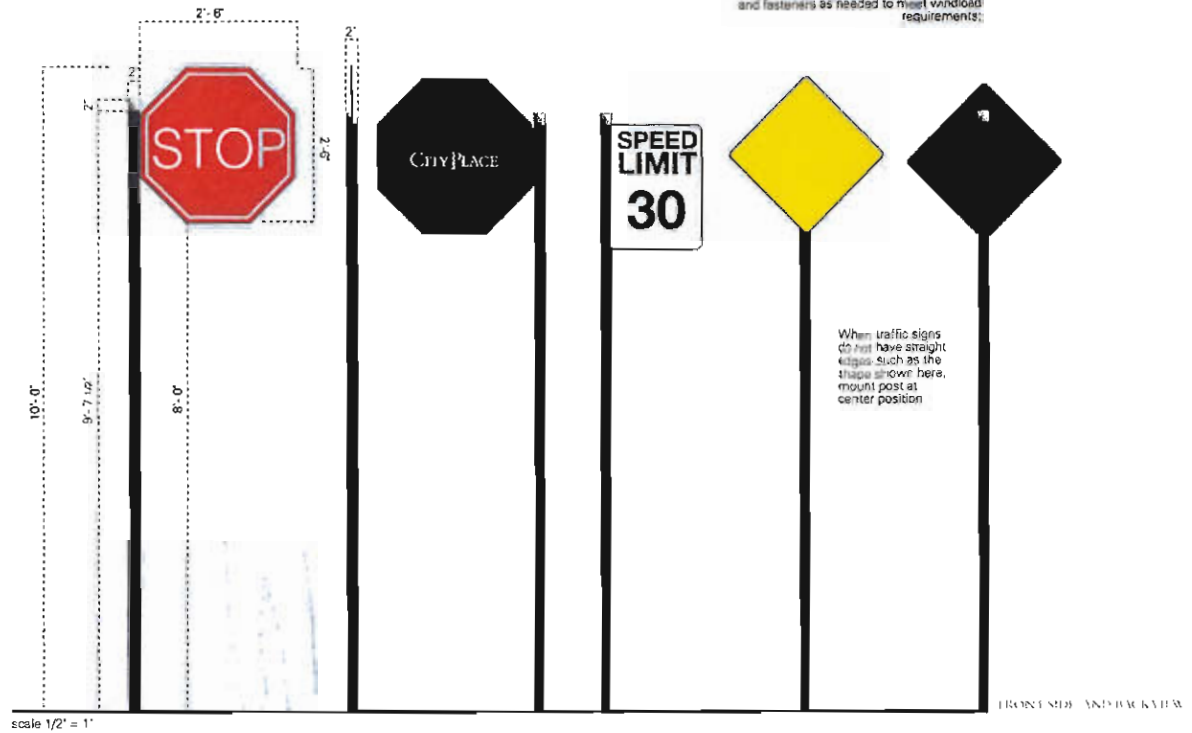
ADJACENT
CUBE VIEW (SIDE)



PLAN VIEW

Sign consisting of: standard DOT traffic message panels; backs of message panels to be painted black with computer cut adhesive backed vinyl logo, color white; post to be 2" square aluminum tube, painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as needed to meet windload and weight requirements; sign fabricator to be responsible for engineering all structural support, footing and fasteners as needed to meet windload requirements;

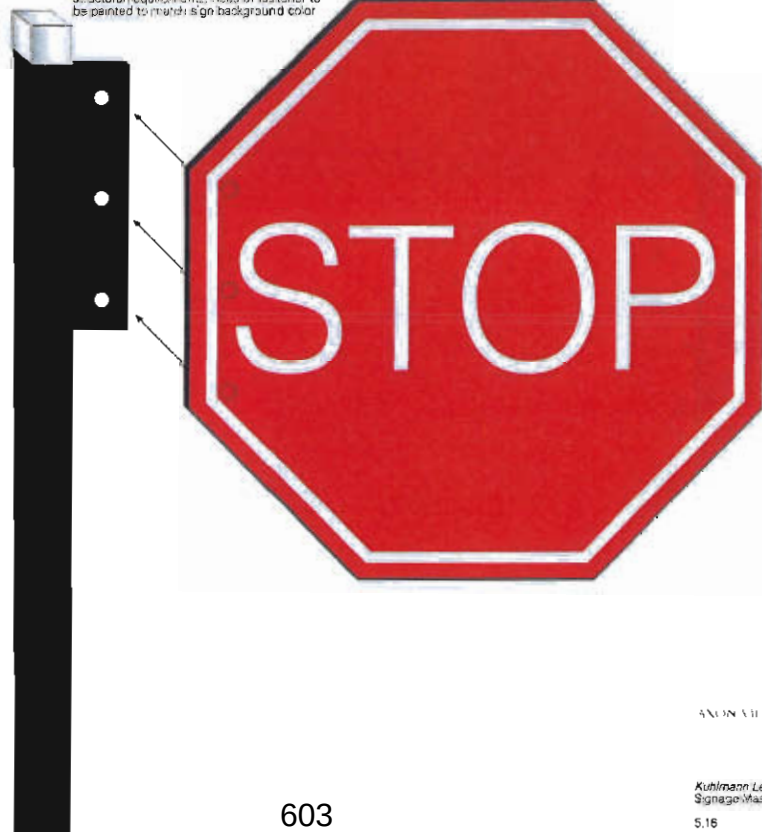
DESCRIPTION



scale 1/2" = 1'

FRONT SIDE AND BACK VIEW

tab welded to post center, top of tab aligned with bottom of "final" portion of post; standard DOT sign panels affix to tab with non-combustive fasteners, as minimal as possible, yet still meeting windload stress requirements; sign fabricator is responsible for engineering of all elements to meet structural requirements; heads of fasteners to be painted to match sign background color



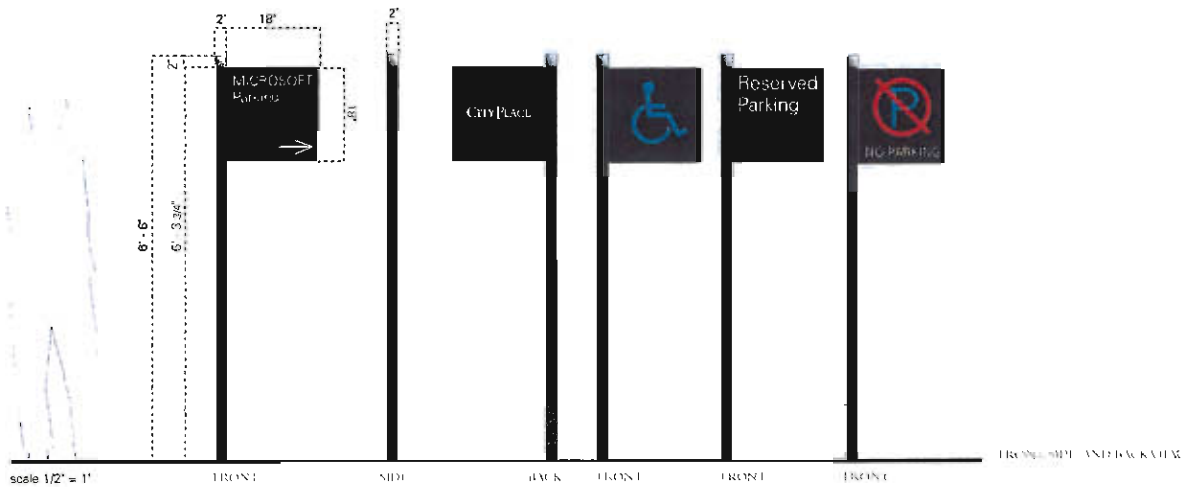
FRONT VIEW

SIGN TYPE
PARKING REGULATORY
Eventually will replace all Parking Regulatory

Sign consisting of 18" x 18" x 1/8" painted aluminum message panel; background color black; letters to be computer cut adhesive backed vinyl, one two or three colors to be determined; backs of message panels to be painted black with computer cut adhesive backed vinyl logo, color to be white; post to be 2" square aluminum tube, painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as required; sign fabricator to be responsible for engineering all structural support, loading and fasteners as needed to meet windload requirements.

DESCRIPTION

PLAN VIEW



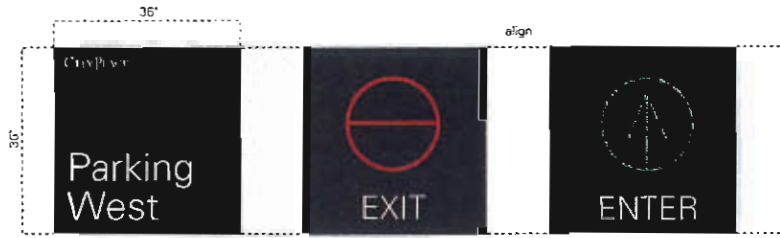
Par

W/ 1/2" SIZE OF 1/2"

ANYONE

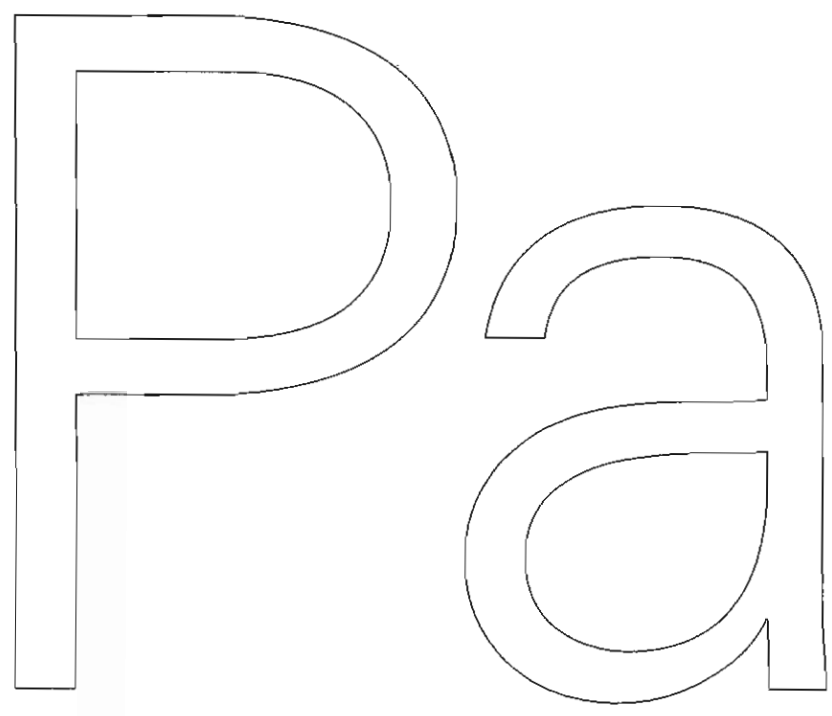


Plaque signs to be 18" x 36" x 36"
aluminum panels painted black; lettering/arrows
to be computer cut adhesive backed vinyl;
colors - white, red, green as shown; plaque
signs mount to exterior of parking facility
above the ingress/egress on fascia; said
mount plaques to garage wall fascia; sign
fabricator responsible for engineering of all
elements including stud length and diameter;
adhesive filers and or any support elements
necessary to meet windload and weight
requirements; all anchors, fasteners to be
concealed from viewer



scale 1/2" = 1'

FRONT VIEW



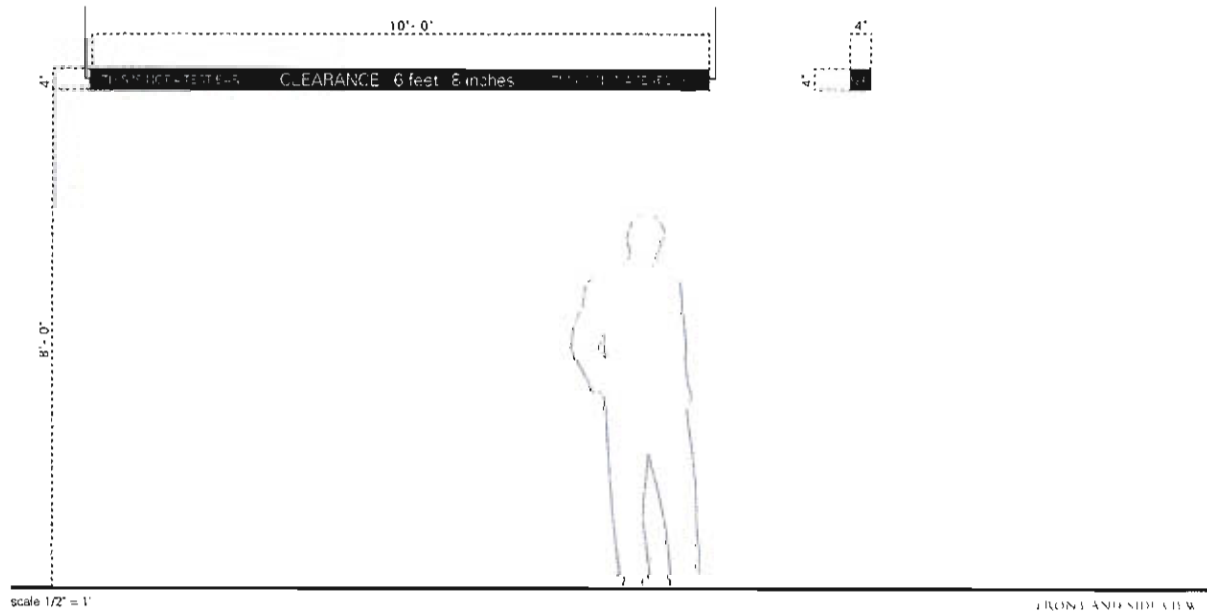
ALUMINUM SIGN

SIGN TYPE
PARKING FACILITY HEIGHT CLEARANCE

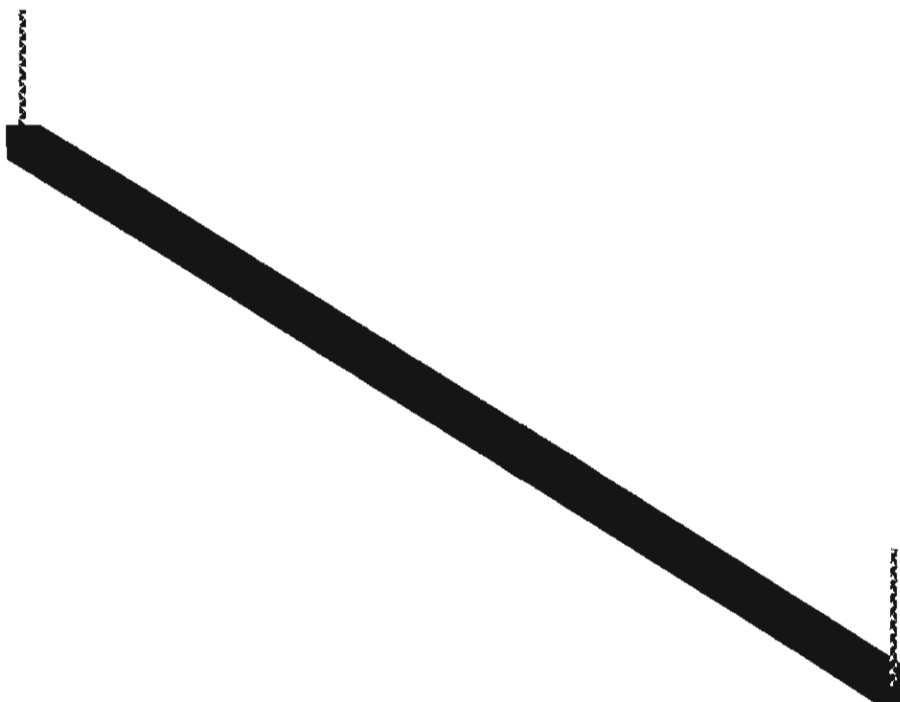
Sign consists of 4" square PVC tube 10' in length; tube to have endcaps; tube to be painted black; tube mounts horizontally to garage entry soffit with black PVC coated chain and appropriate mounting/hanging hardware for weight and length of tube and soffit conditions; letters to be computer cut adhesive backed vinyl, colors white and sunflower yellow; sign fabricator is responsible for engineering of all elements including anchors, fasteners and filler adhesives as required for weight and wind load conditions and condition of entry soffit

THANKS TO THE CITY

PLAN VIEW

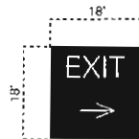


ANCON VIEW



Column sign consists of painted Sintra panels that are positioned to "wrap around" garage columns; sides of columns vary; sign fabricator to field measure all column conditions prior to submitting shop drawings; each panel ht. should equal column width; letters/numbers to be computer cut adhesive backed vinyl, color white

Plaque signs to be 1/4" x 18" x 18" Sintra (black) panels painted black; letters to be computer cut adhesive backed vinyl; plaque signs mount to garage walls or columns; sign fabricator to be responsible for engineering of all fastening elements; fasteners to be invisible to viewer;



scale 1/2" = 1'

© 2002 CityPlace, Inc.

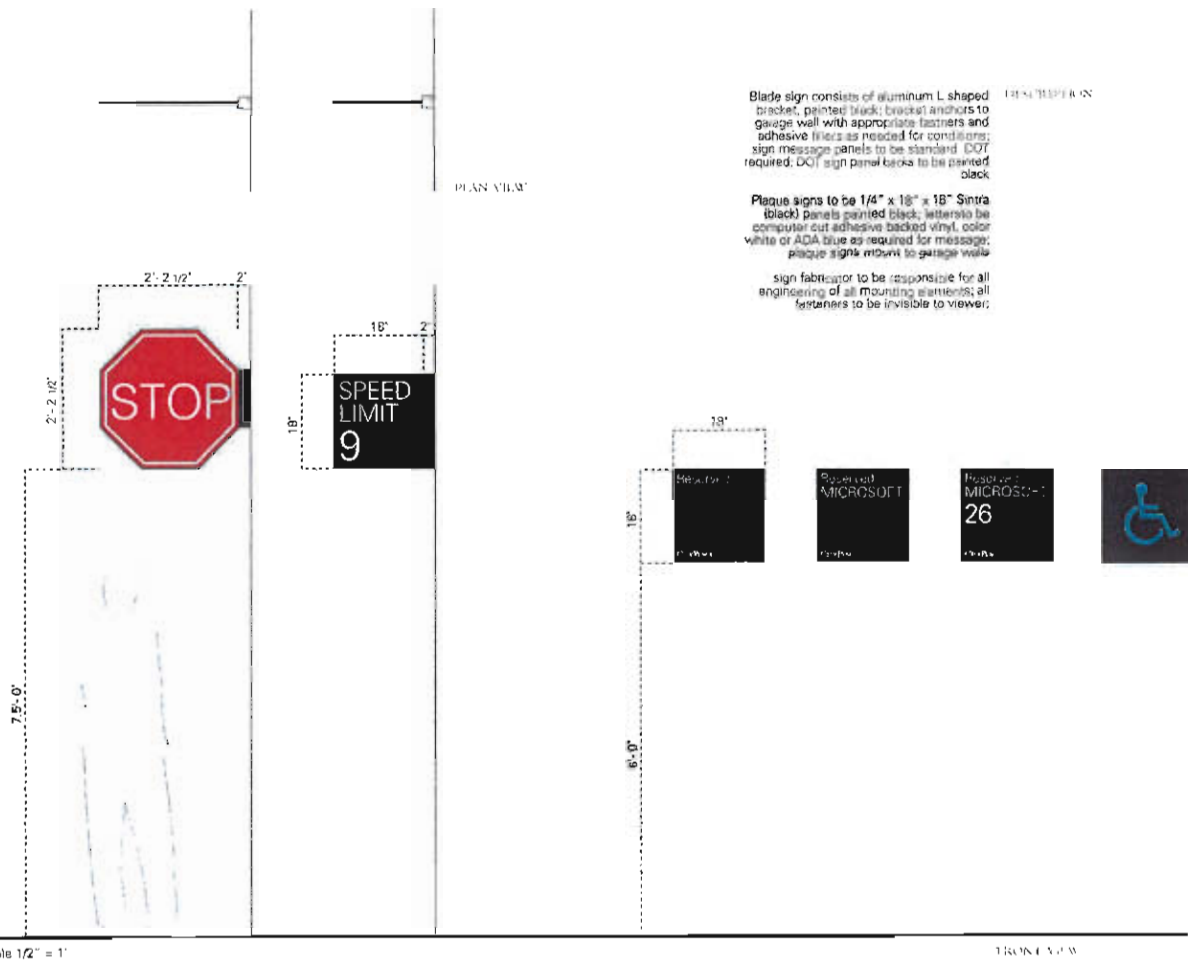


607

ARCHITECT

Rohmann Leavitt Inc.
Signage Master Plan, June 2002
5.20

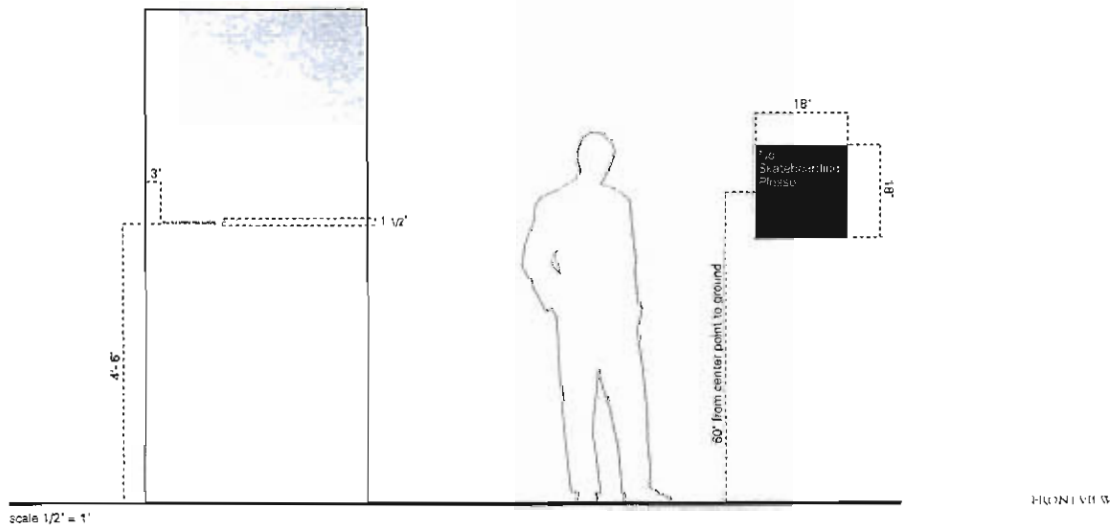
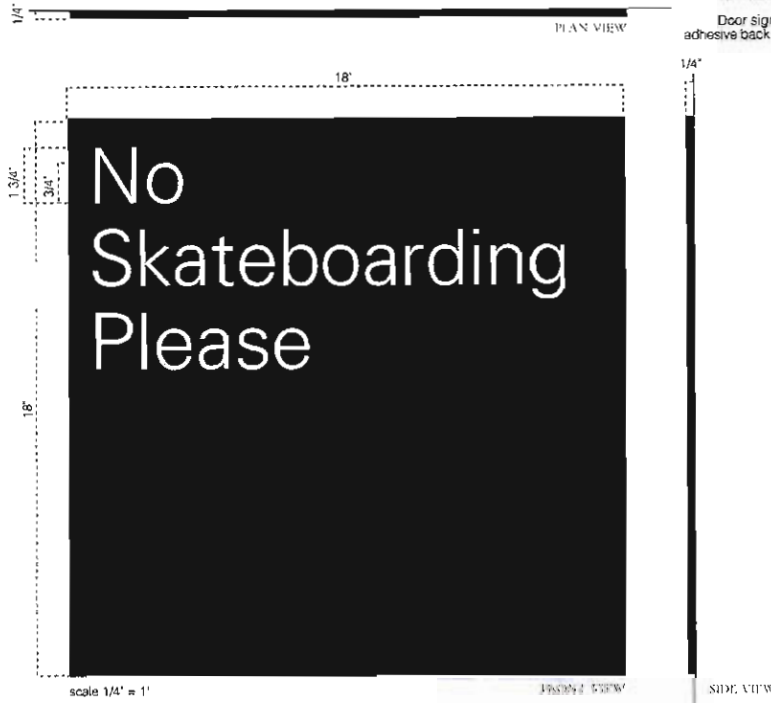
SIGN F.V.1
PARKING FACILITY REGULATORY
Eventually will replace all Parking Facility signs



Plaque sign consists of 1/8" thick x 18" x 18" painted aluminum panel, color black; letters to be computer cut adhesive back vinyl, color white; sign fabricator to be responsible for engineering of all elements; all fasteners to be invisible to viewer;

DESCRIPTION

Door sign consists of computer cut adhesive back vinyl letters outside on face of glass, color white



This is a smoke free

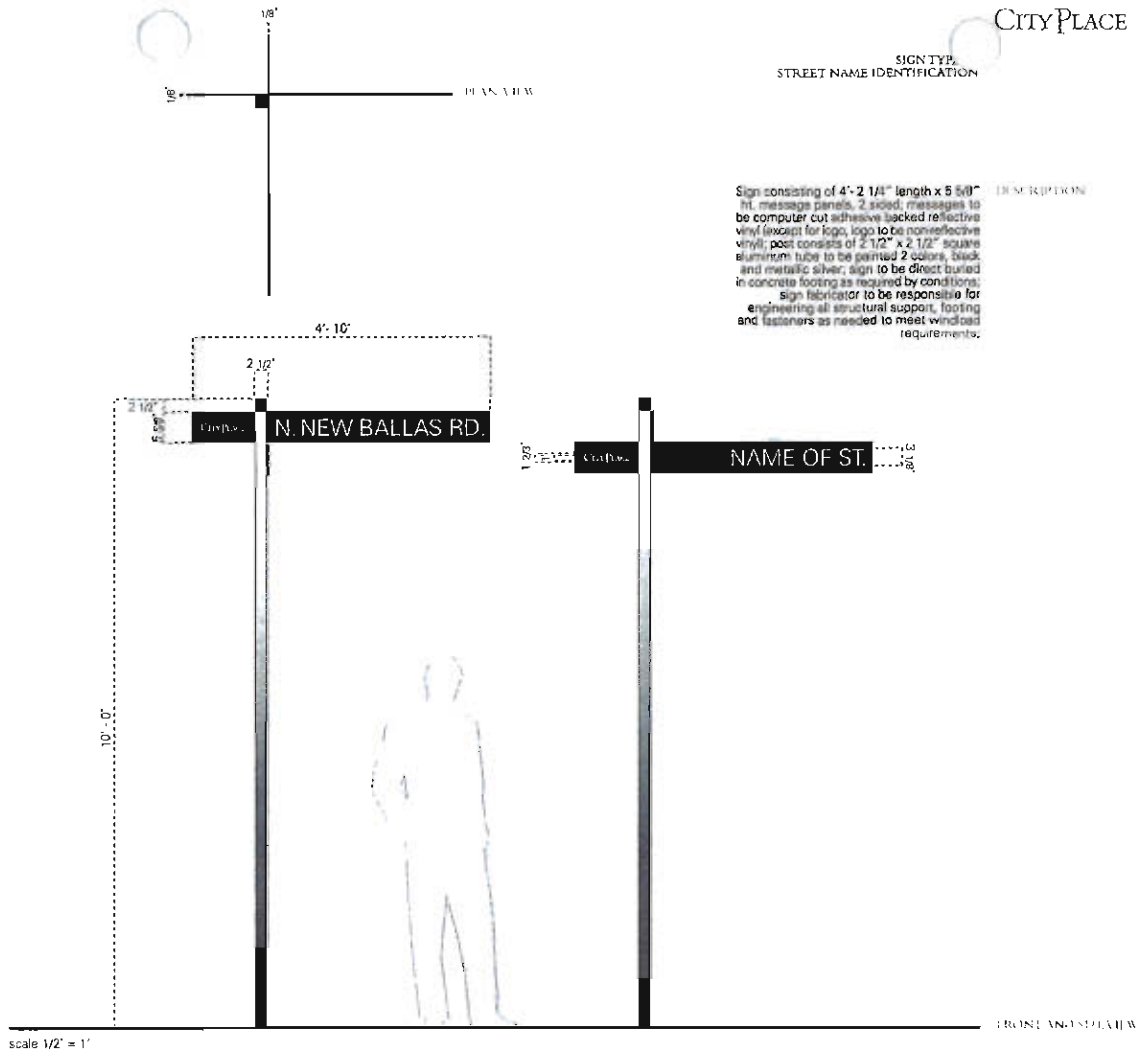
ACTUAL SIZE OF TYPE



SIGN TYPE
STREET NAME IDENTIFICATION

Sign consisting of 4'-2 1/4" length x 5 5/8" ht. message panels, 2 sided, messages to be computer cut adhesive backed reflective vinyl (except for logo, logo to be nonreflective vinyl); post consists of 2 1/2" x 2 1/2" square aluminum tube to be painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as required by conditions; sign fabricator to be responsible for engineering all structural support, footing and fasteners as needed to meet windload requirements.

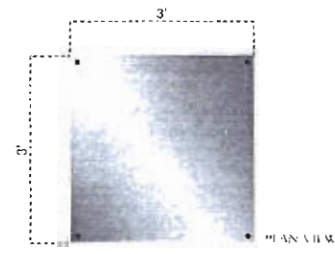
DESCRIPTION





Sign consists of 3'-0" x 3'-0" x 3'-0" cube, fabricated with 1/8" thk. aluminum; cube mounts onto a 2" visible int. concrete base/footing; sign fabricator to be responsible for all internal structural support; substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer; Sign front and back graphics to be silk-screened, color black; cube insert graphics to be large format digitally out-put posters that slide between a Sintra backing substrate material and 1/4" thick tempered clear glass front

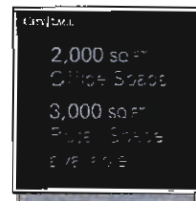
DESCRIPTION



PLAN VIEW

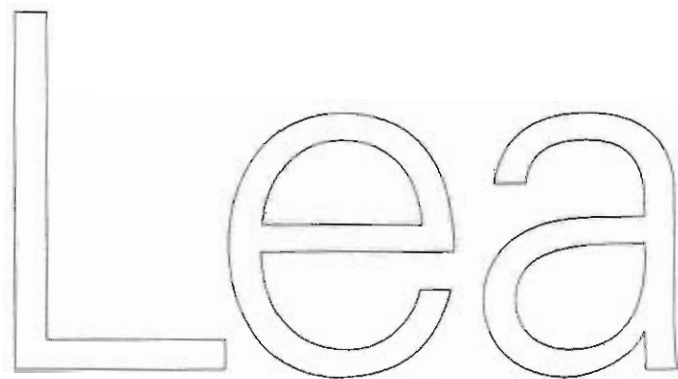


FRONT AND BACK VIEW

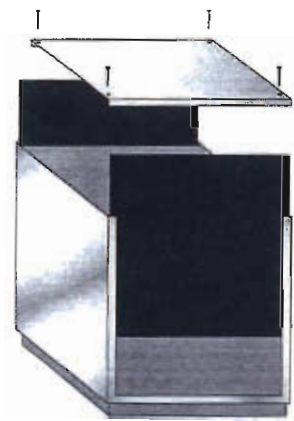
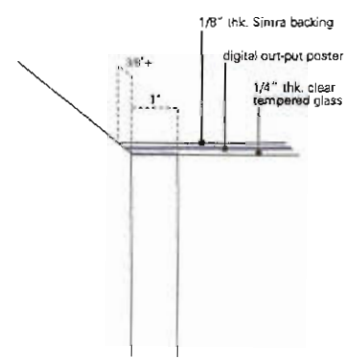


SIDE VIEW (RIGHT)

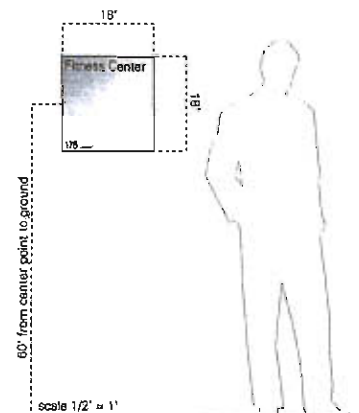
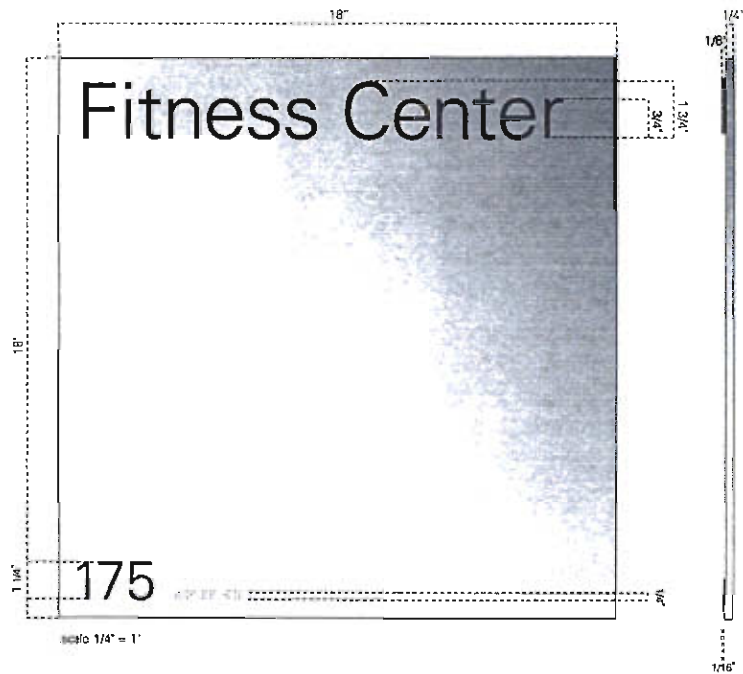
scale 1/2" = 1'



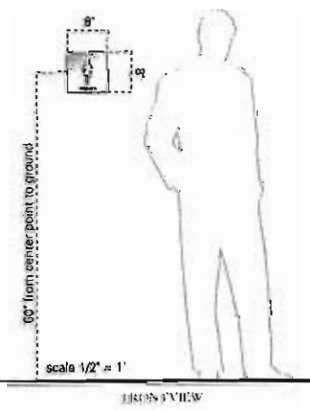
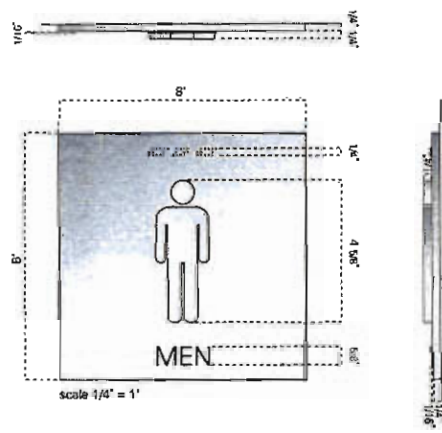
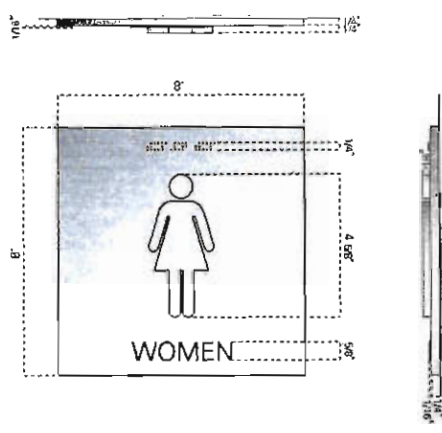
ACTUAL SIZE OF LOGO



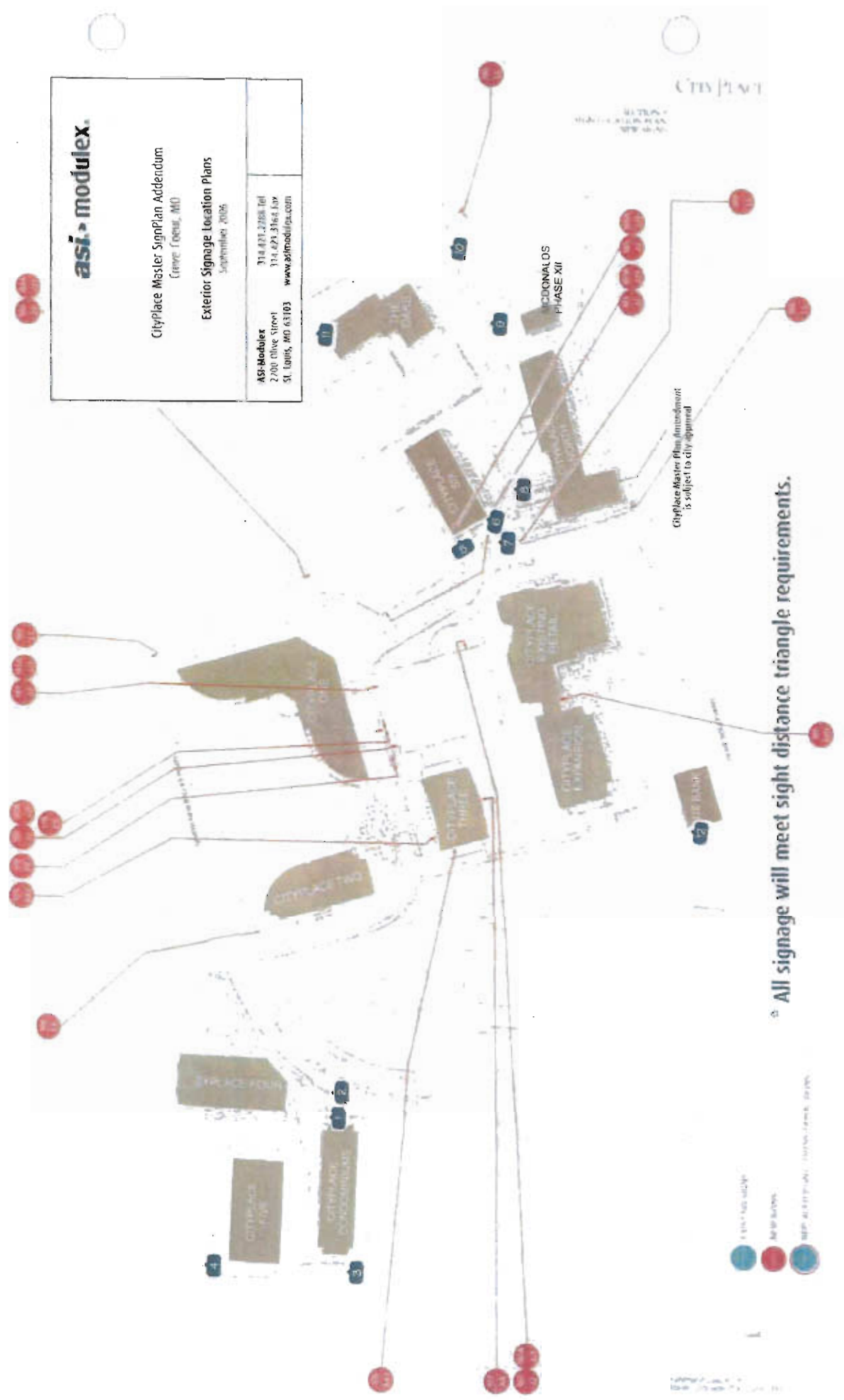
AXON VIEW



FRONT VIEW



CROSS VIEW



ASI-Modulex
 2700 Olive Street
 St. Louis, MO 63103
 314.871.2288 Tel
 314.871.3164 Fax
 www.asimodular.com

CityPlace Master SignPlan Addendum
 Creve Coeur, MO
 Exterior Signage Location Plans
 September 2005



Complete Sign & Lighting

PIRO SIGNS
INCORPORATED

1111 NW 10
MIAMI, FL 33133
PH: 531-454-0200
FAX: 531-454-9999
WWW.PIROSSIGNS.COM
SIGNING & FABRICATION

PROJECT CHANNEL LETTER WALL SIGN
CUSTOMER TKS / SMURFIT STONE
JOB LOCATION CITY PLACE 6

CONTACT JULIE PANAGIOTIS
PH PERMETER / BRAND
DRAWN BY S WYNN
DATE 19 OCT 01

SAVED AS SMURFIT
SCALE NOTED
PAGES 2 OF 2
REVISION 23 OCT 01

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☐ APPROVED AS IS
☐ APPROVED AS NOTED
☐ REVISE & RESUBMIT



42'-5.5"

SMURFIT-STONE

Channel Letter Wall Sign

SCALE: 1/4"=1'

ONE SET STANDARD CONSTRUCTION SELF CONTAINED NEON ILLUMINATED INDIVIDUAL CHANNEL LETTER SIGN FLUSH MOUNTED TO BRICK FASCIA.

OPTION 1:

FACES ARE .187" WHITE ACRYLIC.

COPY COVERED W/ PERFORATED BLACK VINYL TO ILLUMINATE WHITE AT NIGHT.

OPTION 2:

WHITE FACES / NO VINYL DECORATION.

TRIM CAP IS METALLIC SILVER.

RETURNS ARE METALLIC SILVER.

TRANSFORMERS WILL BE MOUNTED INSIDE LETTERS.

SIGN WILL BE UL LISTED.

Complete Sign & Lighting

PIROSSIGNS
INCORPORATED

1000 W. 10th St.
Bismarck, ND 58101
PH: 701-755-4200
FAX: 701-755-4200
WWW.PIROSSIGNS.COM
CRAFTED WITH PRIDE IN THE USA

PROJECT: CHANNEL LETTER WALL SIGN
CUSTOMER: TKG / SMURFIT-STONE
JOB LOCATION: CITYPLACE 6

CONTACT: JULE PANGLOS
PM: RIMMER / BRAND
DRAWN BY: S WYNN
DATE: 10/01/09

SHEET AS: SMURFIT
SCALE: NOTED
PAGES: 1 OF 2
REVISION: 230CT06

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☐ REVISE & RESUBMIT

Proposed Smurfit Stone Signage - Sign Type 5



Proposed CityPlace 6 Signage - Sign Type 6

- Sign Type 5**
Building ID Letters
- Fabricated face-lit Letters
 - internally illuminated
 - signage area not to exceed 600 sq.ft.

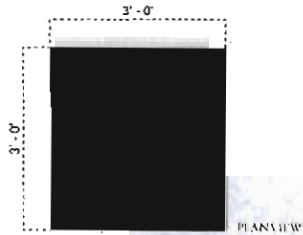
- Sign Type 6**
Building ID Letters
- Fabricated Letters
 - non-illuminated
 - signage area not to exceed 300 sq.ft.

Client	The Koman Group
Project	CityPlace 6
Date	9/25/06
Revised	
Drawn By	mjc

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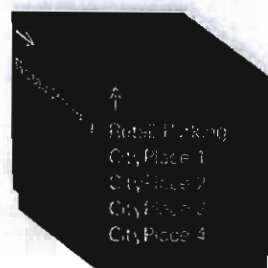
SIGN TYPE EE
NEW SITE DIRECTIONAL
Eventually will replace all Sign Type E directional

DESCRIPTION
Sign consisting of 3' - 0" x 3' - 0" x 3' - 0" cube fabricated from 1/8" thk. aluminum; cube to be painted, color black; messages (arrows and letters) to be computer cut adhesive backed reflective vinyl, color white; logo to be non-reflective vinyl; cube to be mounted to concrete base; sign fabricator to be responsible for engineering of all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view, all fasteners to be invisible to viewer



City

ACTUAL SIZE OF TYPE



AXON VIEW

Kubizansky Leavitt Inc.
Signage Master Plan, June 2002
59

Sign Type 3 Primary Site Directional

- no illumination
- match existing signage materials & Construction
- signage not to exceed 10 sq.ft. per side
- monolithic



Client: The Koman Group
 Project: CityPlace 6
 Date: 9/25/06
 Revised:
 Scale:
 Drawn by: mjc

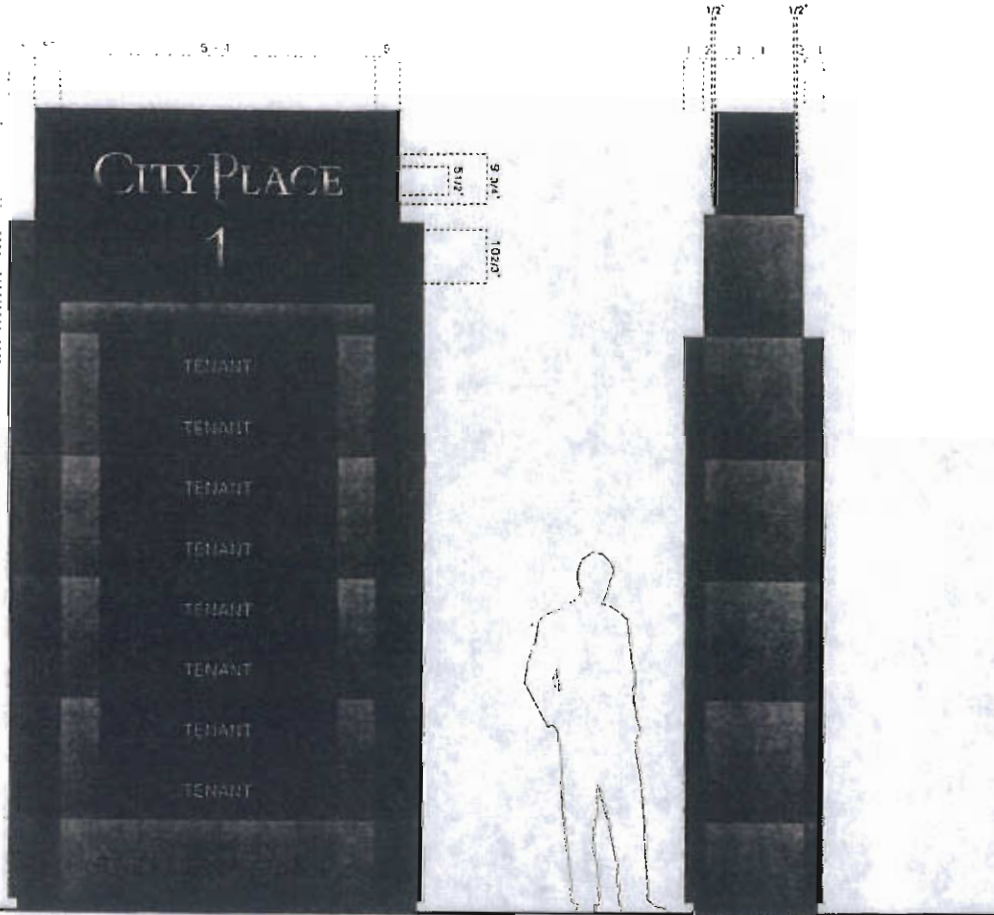
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SIGN TYPE F #166 and #74
TRANSITIONAL BUILDING MONUMENT
Eventually to be replaced by Sign Type FF2
(see following page of this document)



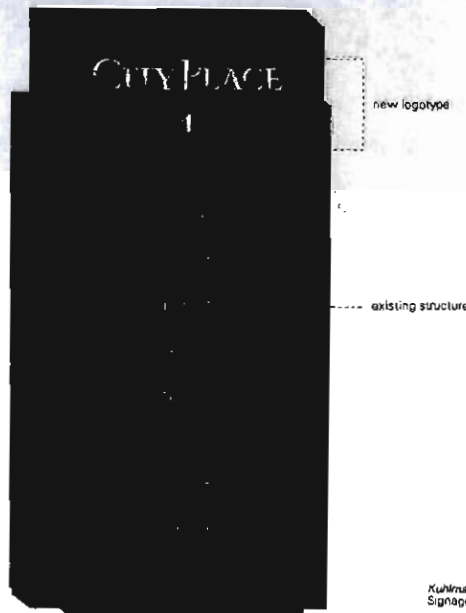
Existing building monument signs, remove CityPlace one, two and four existing lettering; replace with new logotype and numerals 1, 2 and 4; logotype to be 1/2" thick x 9 3/4" ht, numerals to be 1/2" thick x 10 2/3" ht, stainless steel, #4 brushed finish, stud mount logotype and numeral flush to monument face as shown below; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible;

DESCRIPTION



scale 1/2" = 1' FRONT AND BACK VIEW

SIDE VIEW PROFILE



Brad Sandler | Consultant

brad.sandler@asimodules.com 314-437-2333 x1
2700 Olive Street 314-421-3164 ext
Suite 1000, MD 63103 www.asimodules.com

Sign Type 2 Secondary Site ID

- internal illumination
- match existing signage layout & construction
- Materials to match building's brick exterior (granite will not be used)
- signage not to exceed 100 square feet per side
- monolithic

Client: The Koman Group

Project: CityPlace 6

Date: 9/25/06

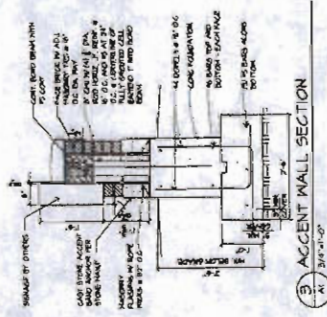
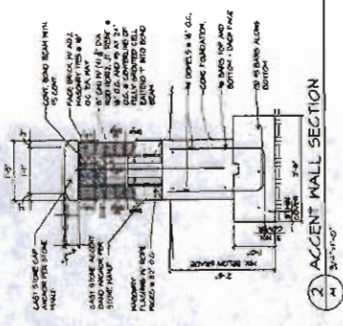
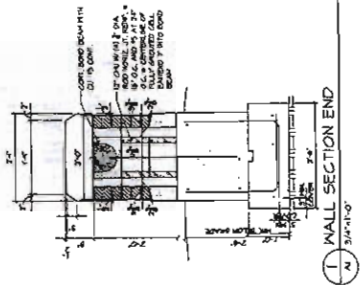
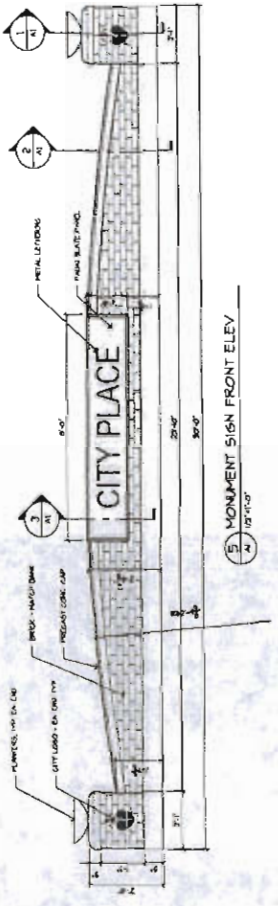
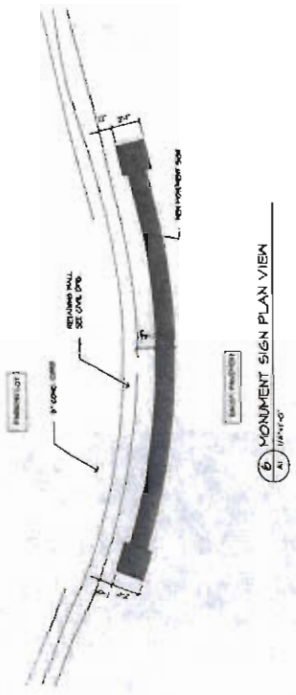
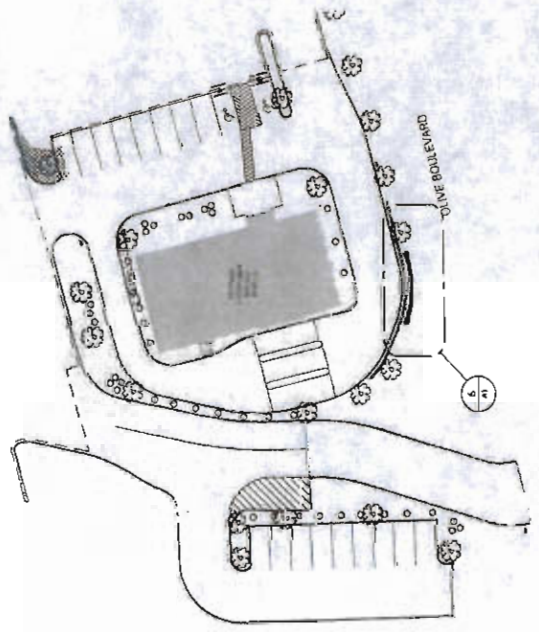
Reviewed:

Tracie

Designed by: mjc

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Monument Sign

SCALE 1"=1'

DOUBLE SIDED INTERNALLY ILLUMINATED MONUMENT

CABINET IS CONSTRUCTED FROM ALUMINUM, PAINTED DARK BRONZE AND ILLUMINATED BY FLUORESCENT TUBES.

FACES ARE EMBOSSED ACRYLIC STANDARD MCDONALD'S RED AND YELLOW COLORS.

PROPOSED BRICK BASE BY OTHERS.

SIGN BOLTED TO BASE BY FOUR STUDS SET IN BASE.

FOOTING PER ENGINEER SPECS.

SIGN IS U.L. LISTED.

Piros Signs
 SIGNAGE & GRAPHICS
 638-464-0200 FAX 404-9990

PROJECT: MONUMENT SIGN
 CLIENT: MCDONALD'S
 JOB LOCATION: ZUMBEHL

DESIGNER: JOE PHILLIPS
 DRAWN BY: S. WYNN

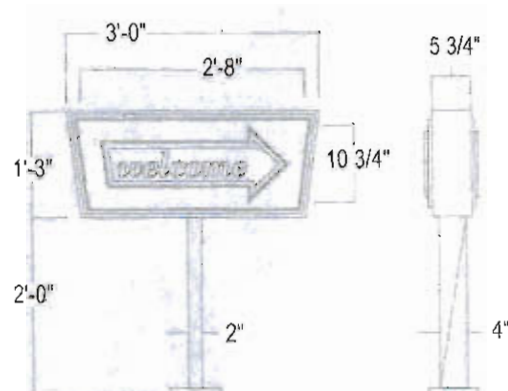
DATE: 3-04-04

MCDONALD'S
 11"=1'

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CUSTOMER APPROVAL: _____
 LANDLORD APPROVAL: _____
 DATE: _____





SPECIFICATIONS:

LAMPING: (2) F30T12/CW/HO
 BALLAST: (1) Magnetek 256-243-600
 LOAD: .83 Amps
 CIRCUIT: (1) 20 Amp
 SQ. FT.: ACTUAL (3.52)
 BOXED (3.75)

• Custom copy also available



90-5 DIRECTIONAL SIGN

ImagePoint

CityPlace Master Plan Addendum

Exterior Signage Message Schedule

asi - modulex

ASI-Modulex
2200 Olive Street
Saint Louis, MO 63103

314-421-2288 Tel
314-421-3164 Fax
www.asimodulx.com

PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			1	1	CityPlace Condominiums		Primary Site ID Monument integrated into Fountain Materials to match building's brick exterior(granite will not be used)
			2	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			3	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			4	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

CityPlace 6 Addendum

Exterior Signage Message Schedule

asi > modulex

ASI-Modulex
2200 Olive Street
Saint Louis, MO 63103

314-421-2288 Tel
314-421-3164 Fax
www.asimodulx.com

PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			5	5	SMURFIT STONE		Primary Building ID Illuminated Manufactured Channel Letters 4' 3 1/2" Letters mounted to west side of building between 9th & 10th floor
			6	6	CityPlace 6		Secondary Building ID Cut metal Letters, non-illuminated
			7	2	CityPlace 6		Secondary Site ID Internally Illuminated Materials to match building's brick exterior(granite will not be used)
			8	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

CityPlace 6 Addendum

Exterior Signage Message Schedule

asi > modulex

ASI-Modulex
2200 Olive Street
Saint Louis, MO 63103

314-421-2288 Tel
314-421-3164 Fax
www.asimodullex.com

PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			9	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			10	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			11	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

CityPlace 6 Addendum

Exterior Signage Message Schedule

asi > modulex

ASI-Modulex
2200 Olive Street
Saint Louis, MO 63103

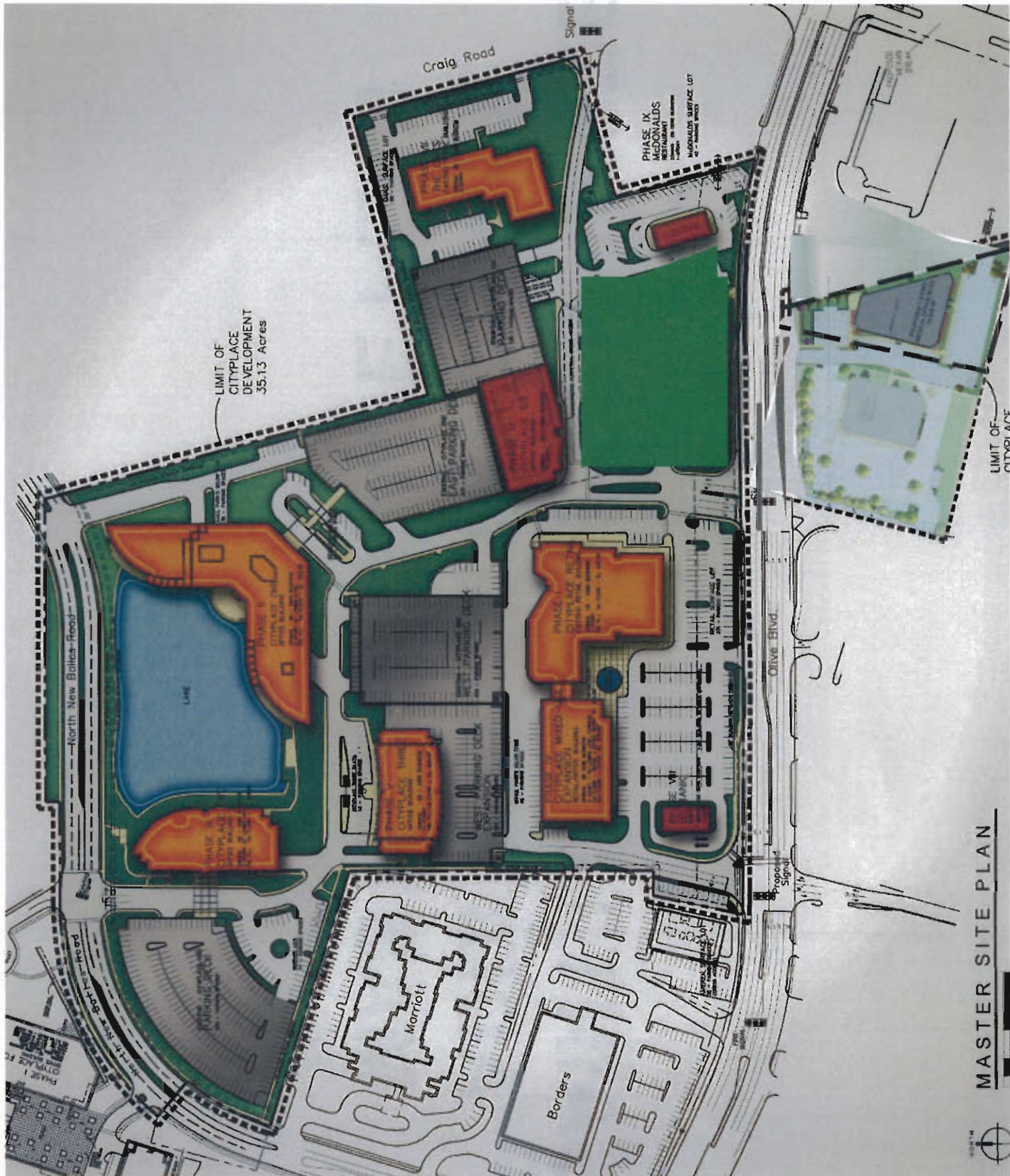
314-421-2288 Tel
314-421-3164 Fax
www.asimodulex.com

PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			12	2	US Bank		Secondary Site Directional & Campus ID Internally Illuminated Materials to match building's brick exterior(granite wil not be used)
			13		Building signage for US Bank, CityPlace North, and CityPlace 7 will follow Section 26-104.2 of the city's sign regulations. ----- CityPlace North and CityPlace 7 will be provided a Secondary Site ID - Sign Type 2.		

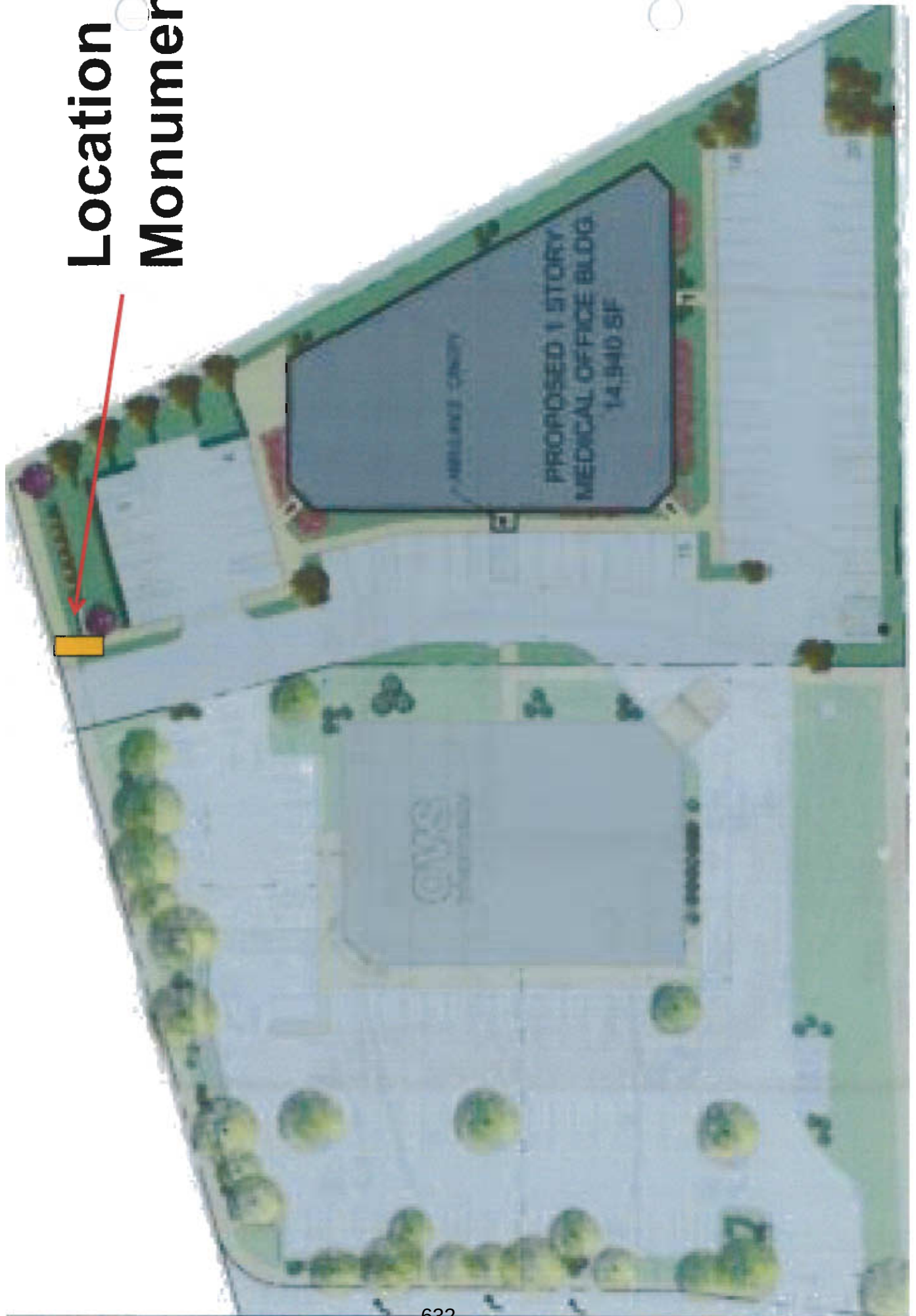
SAINT LUKE'S URGENT CARE ADDITION TO CITYPLACE MASTER SIGNAGE PLAN

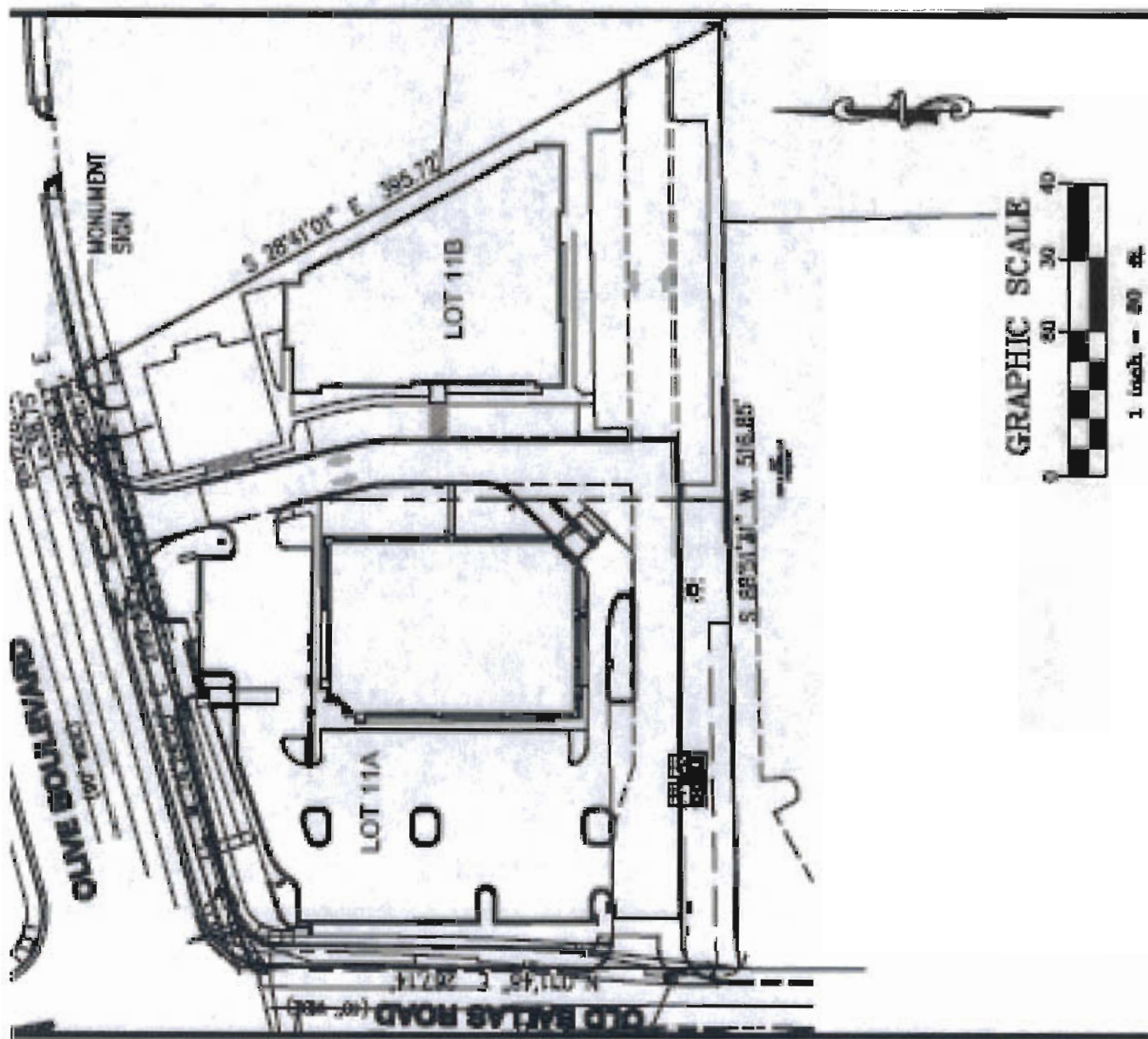
CITYPLACE MASTER SITE PLAN



MASTER SITE PLAN

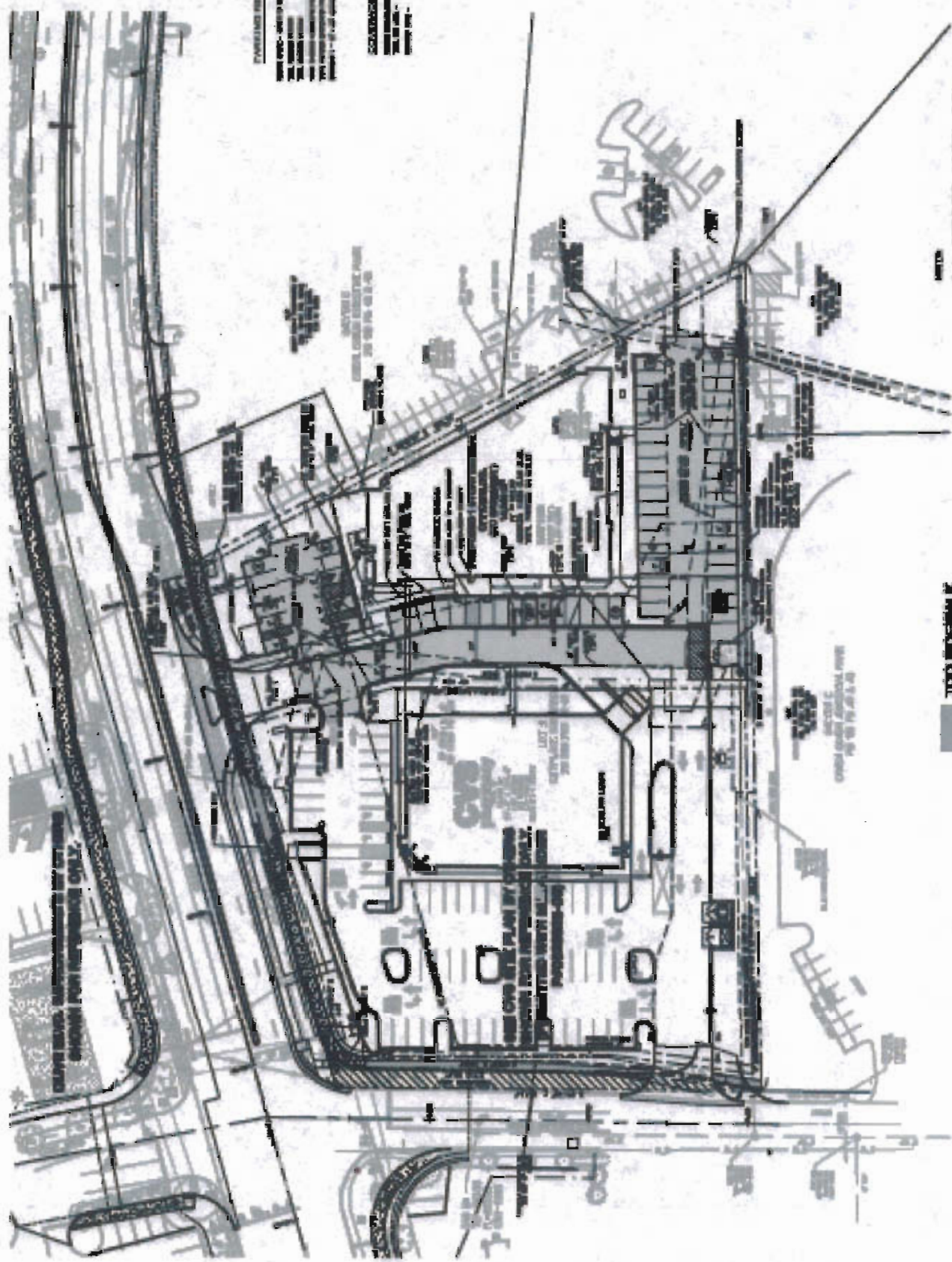
Location of
Monument





LOT 11A & 11B OF CITYPLACE SUBDIVISION, BEING PART OF
SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST,
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI.

SIGN LOCATION



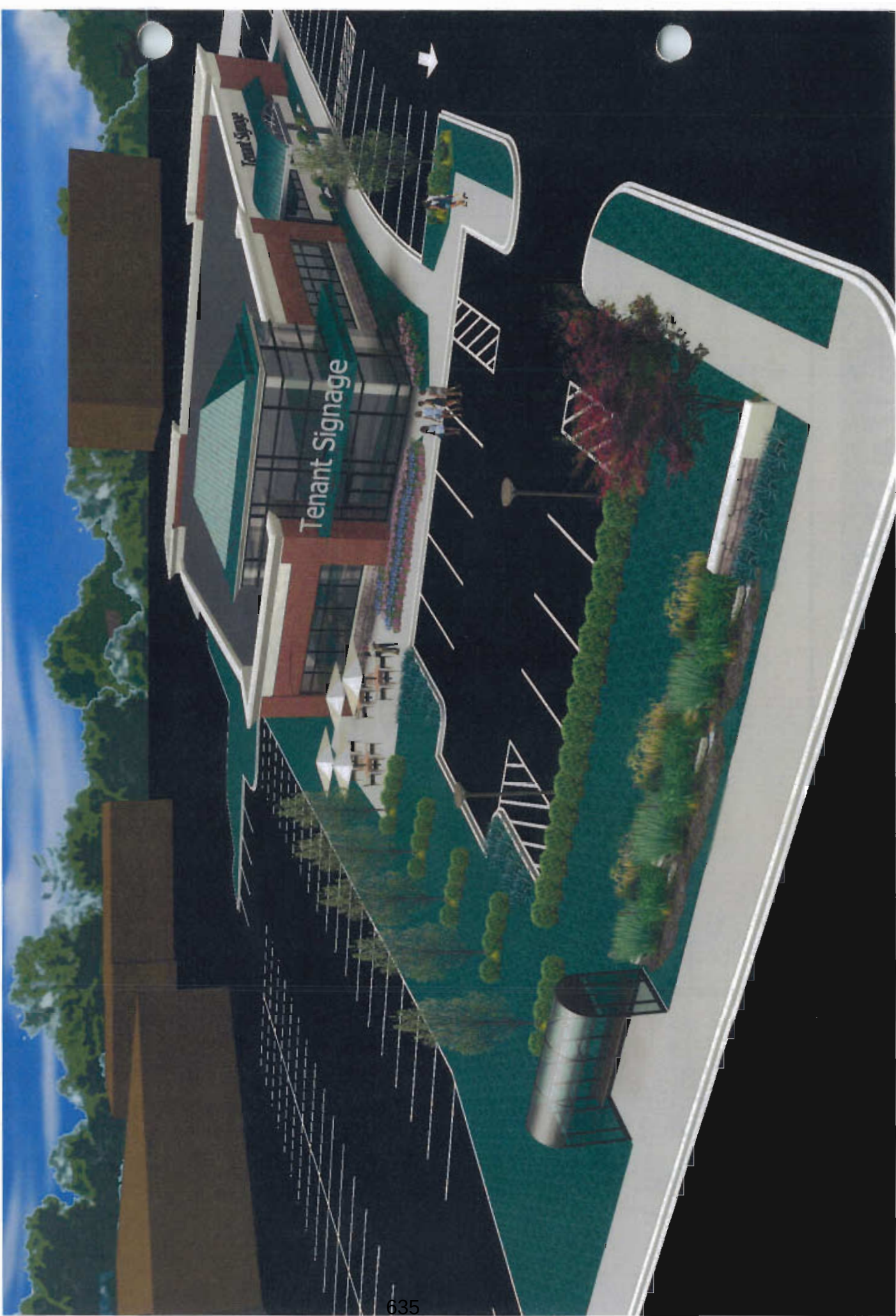
EXISTING SIDEWALK

PROPOSED ASPHALT PAVEMENT

NOTES:

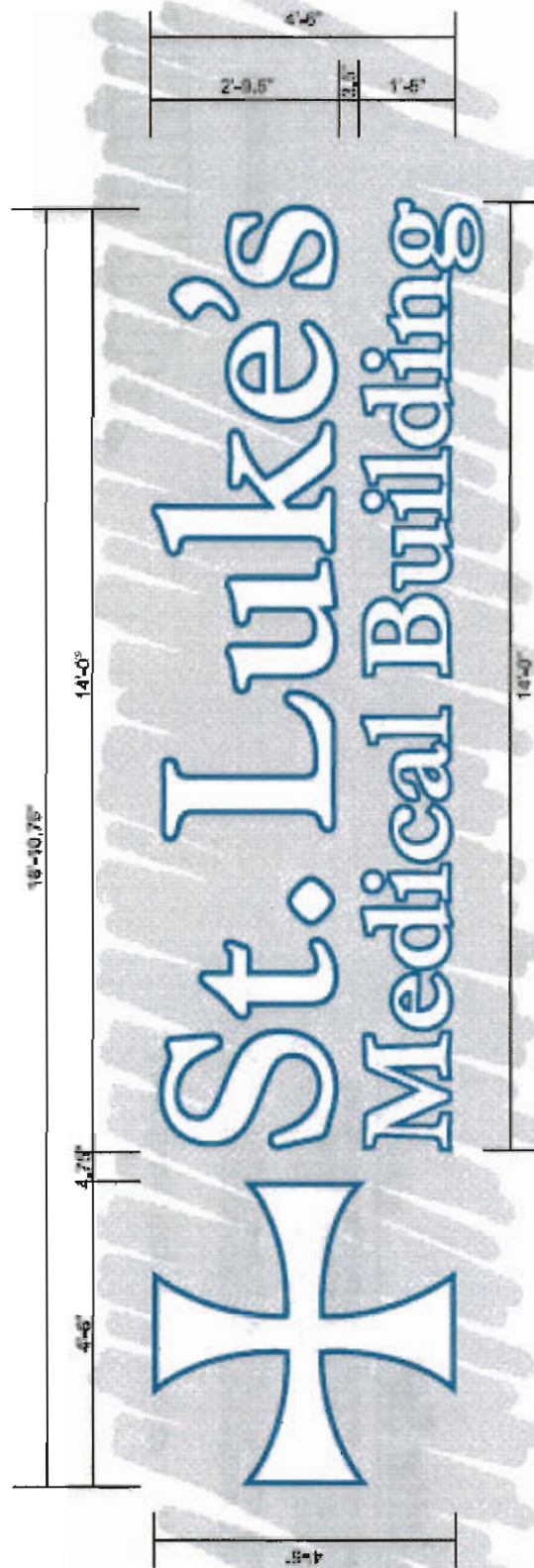
- ALL SHOWN INCLUDING A SURVEYOR'S PLAN.
- A 1/4\"/>

P & Z KENDLERING









Channel Letter Sign

SCALE: 1/2"=1'

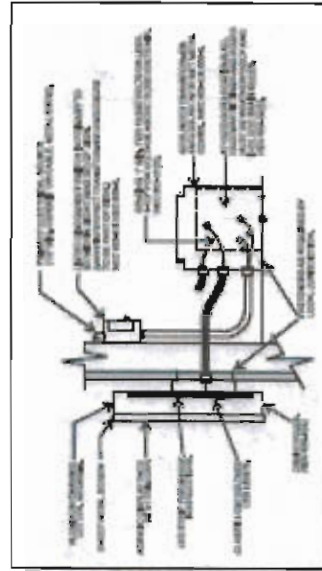
ONE SET STANDARD ALUM. CONSTRUCTION INDIVIDUALLY FORMED LED ILLUMINATED FLUSH MOUNT CHANNEL LETTERS.

ALL FACES ARE .187" WHITE ACRYLIC W/ 288C BLUE TRANSLUCENT VINYL OVERLAY CREATING 1" OUTLINE. ALL FACES HAVE 1" BLUE TRIM CAP.

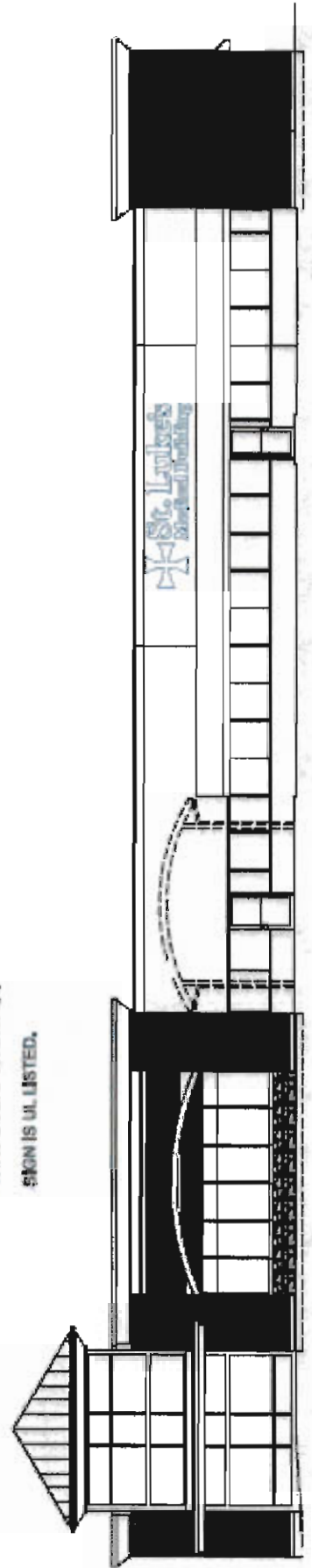
ILLUMINATION BY LOW VOLTAGE WHITE LED'S WITH REMOTE TRANSFORMERS.

ANCHOR TO BUILDING FASCIA BEST WAY PER CODE VIA FIELD SURVEY. EXPANDABLE ANCHORS IN BRICK OR THRU BOLTS ON DRYMT.

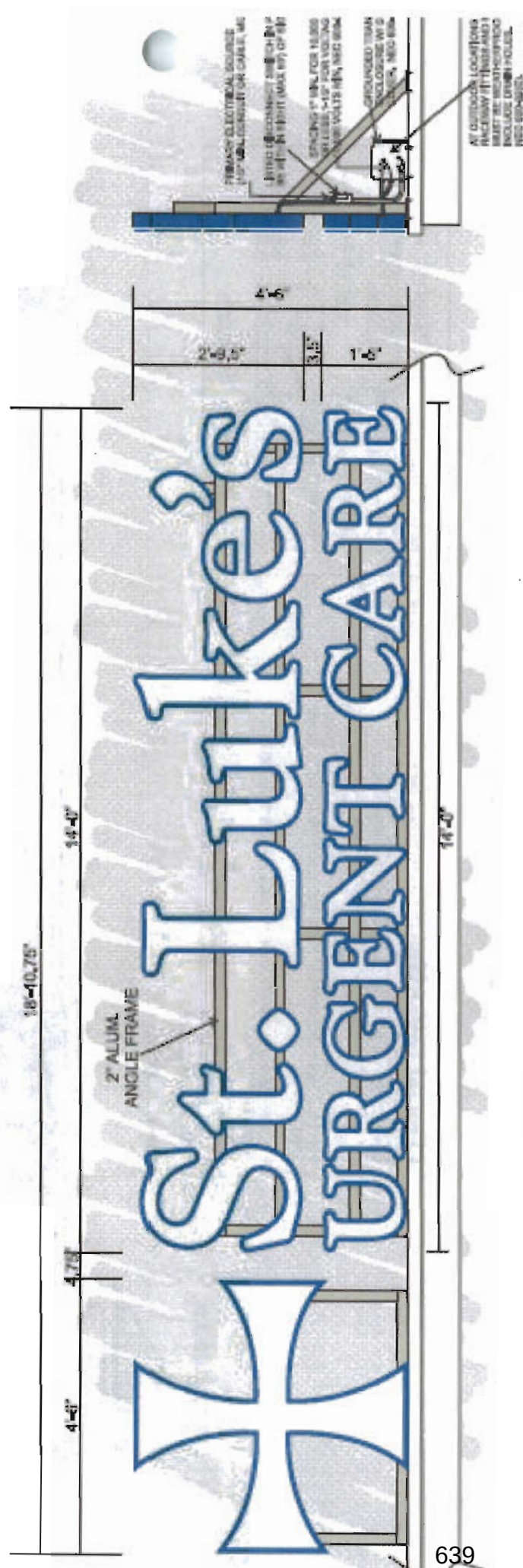
SIGN IS UL LISTED.



WEST ELEVATION



WORK ELEVATION



Channel Letter Sign

SCALE: 1/2"=1'

ONE SET STANDARD ALUMINUM CONSTRUCTION CHANNEL
LETTERS MOUNTED ON TO 2" ALUMINUM ANGLE FRAME.
FRAME PAINTED TO BLEND WITH BACKGROUND (COLOR TBD).

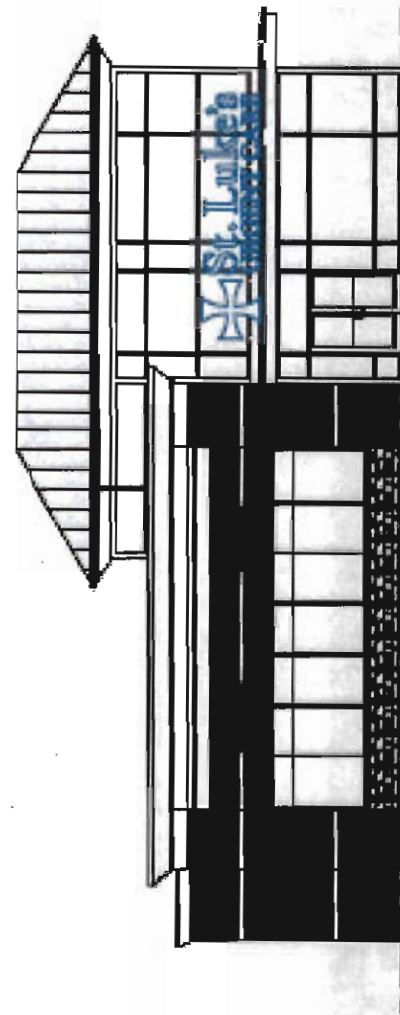
ALL FACES ARE .18" WHITE ACRYLIC W/ 288C BLUE TRANSLUCENT VINYL OVERLAY CREATING 1" OUTLINE. ALL FACES HAVE 1" BLUE TRIM CAP.

ILLUMINATION BY LOW VOLTAGE WHITE LED'S WITH REMOTE TRANSFORMERS.

INSIDE OF LETTERS PAINTED WHITE.

ALL RETURNS OF LETTERS PAINTED TO MATCH PM5 288C.

5164 IS UNLISTED.









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

November 21, 2013

Mr. Garrick Hamilton
The Koman Group, LLC
2 CityPlace Drive, Suite 460
Creve Coeur, MO 63141

Re: Application #13-018: CityPlace Master Sign Plan Amendment

Mr. Hamilton:

The Planning and Zoning Commission, at its meeting of November 18, 2013, reviewed your request for approval to amend the CityPlace Master Sign Plan.

By unanimous vote, the Planning Commission recommends approval of amending the Master Sign Plan 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, November 25th, 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, NOVEMBER 18, 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, November 18, 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. Tim Carney
 Mr. James Faron
 Mr. Ken Howard
 Mr. Gene Rovak

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

5. UNFINISHED BUSINESS

B. Application #13-018: Request for approval of an amendment to the City Place Master Sign Plan to include new tenant signs.

Applicant/Agent: David Wolf
 Arcturis
 720 Olive Street, Suite 200
 St. Louis, MO 63101

Property Owner: CP North I, LLC
 6 CityPlace Drive
 Creve Coeur, MO 63141

Mr. Garrick Hamilton, 2 CityPlace Drive, showed illustrations of the entire campus and said there were minor changes made to the draft ordinance, mainly for clarification. Mr. Hamilton said they do want to preserve the right for a multi-tenant real estate information sign and a new provision for that had been added to the draft ordinance for the Commission's review.

Mr. Langdon explained a Master Sign Plan regulates all signage within the effective area. Mr. Langdon said the signs being requested are the Cityplace signs on the tower element, the Fresh Market signs on the faces of the building, and the multi-tenant real estate sign. Mr. Langdon said window signs and temporary signs are all covered under the Master Sign Plan, which for this site is not included. Mr. Hamilton asked for a provision to allow for temporary signage in the ordinance. Chair Madden clarified the temporary signage was while the building was under construction, Mr. Hamilton said yes, or for grand opening purposes.

Mr. Faron motioned to recommend approval of Application #13-018 to amend the CityPlace Master Sign Plan, subject to the conditions listed in the draft ordinance prepared for the meeting of November 18, 2013, including the provision to allow temporary signage. Mr. Carney seconded the motion with the resultant vote as follows:

Mr. Rovak – aye
Mr. Carney – aye

Mr. Faron – aye
Chair - aye

Mr. Howard – aye

9. 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 9:51 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

APPLICATION TO PLANNING AND ZONING COMMISSION #13-018 FOR AN AMENDMENT TO THE CITY PLACE MASTER SIGN PLAN TO INCLUDE NEW TENANT SIGNS

FOR THE MEETING OF: Monday, November 4, 2013, 7:00 PM

LOCATION: CityPlace Campus (see attached map). The properties are zoned "CB" Core Business

REQUEST: An application has been submitted to amend the CityPlace Master Sign Plan, to include guidelines for greater flexibility in the design and location of certain tenant signs within the campus. An additional provision is made for a pre-existing mural located on the side of one tenant space.

ADDITIONAL INFORMATION: Section 405.950.6 Master Signage Plans allows for consideration of a comprehensive plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council. The primary expectations for any master sign plan are that it will increase public convenience by providing better direction information and that the signs will do so with a well-designed, coordinated appearance throughout the campus.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Comp. Plan References

- Central Business District

Zoning Code References

- Section 405.950 Signs in Non-Residential Districts

APPLICANT: Megan Ridgeway
Arcturis
720 Olive Street Suite 200
St. Louis, MO 63101

PROPERTY OWNER:

CP North I, LLC
6 City Place Drive
Creve Coeur, MO 63141



REPORT PREPARED BY:

Paul Langdon, AICP
Community Development Director

Date

11/1/2013

ATTACHMENTS: Applicants Materials, received October 28, 2013
Ordinance No. 5169

BACKGROUND AND MASTER SIGN PLAN PROPOSAL

The current CityPlace campus received approval for a Master Sign Plan in 2002 that was amended in November 2006 to include CityPlace 6 and the McDonald's Restaurant signage on the campus north of Olive Boulevard. The entire plan was then repealed and replaced by Ordinance #5169 that was approved in January 2011. The document was largely the same as the former except that it included the signs applied to the St. Luke's Urgent Care facility on the south side of Olive Boulevard.

The originally proposed amendment with this application would have allowed one wall sign of up to 80 square-feet for the proposed CityPlace VII site ("Fresh Market" is the currently proposed tenant), allowed an 18 square-foot low monument sign in front of CityPlace II, documented the existing mural at CityPlace Retail and allowed a new 30 square-foot multi-tenant monument sign at the northeast corner of CityPlace Drive and Olive Boulevard.

The Planning and Zoning Commission reviewed that proposal on August 19th and echoed the staff concerns with amount of signs on the monument sign. There was also concern that anticipated changes in the building would lead to changes in the proposed wall signs. As a result, the application was continued for further revisions. There were no concerns expressed over the Cityplace Retail mural or the Cityplace II monument sign. The Applicant has modified the request in response to the concerns and their proposed changes to the Fresh Market building design. The monument sign is the same size, except that only two entities are displayed, instead of the previous six. The one, 80 square-foot wall sign has been replaced with two, 108 square-foot signs. Each of the proposed signs is shown in the attached illustrations from the applicant.

The following is an updated version of the prior staff report based upon the revised proposal. Note also that, although the site development plan for the City Place VII site is currently under review as well (see Application #13-019), the master sign plan can be amended by separate action and the sign standards will apply, regardless of the tenant occupying the future building.

COMPREHENSIVE PLAN REVIEW

The Comprehensive Plan does not provide much direction in sign review, except recommend that they City ensure that non-residential development is compatible with adjacent residential development (page 23) and:

"Tighten sign controls to reduce size of allowable signs along Olive Boulevard and limit types of materials and colors to ensure more muted signage that projects a better quality image for the corridor." (p.53, 62)

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

The small monument sign in front of CityPlace II utilizes a slab design with pin-mounted letters for a simple, modern appearance that is appropriate in scale and material for the proposed

location. It does not interfere with pedestrian movement and does not compete with other signage.

The larger monument sign by the CityPlace VII site is intended to be a tenant sign and an entrance monument for the entire campus. The design approximates the campus monument sign adjacent to the US Bank location at the west edge of the campus. That sign, however, does not include tenant signage (only the word “CityPlace”) and is much lower. As discussed in the staff report on the site development plan for CityPlace VII, this location is appropriate for a monument befitting the entrance to the campus. The monument has been revised to contain fewer signs in number and is encircled by the sidewalk and landscape. It is also built with a brick that matches the proposed building. However, backing a tall wall against the sidewalk is not pedestrian friendly and can create a hiding area (a security concern). The design still lacks creativity and attempts to be a campus entry feature through large font size alone.



Figure 1. The two dimensional image of the CityPlace VII monument sign, above, appears to show a large and imposing sign until it is viewed in context within the proposed Concept Site Plan, at right, where it is revealed as a minor element relative to the scale of the space. Staff suggest that this is a lot opportunity for various reasons beyond space for sign panels.



Proposed monument sign.

As a simple, channel-letter sign, the tenant wall sign for the CityPlace VII site is compatible with a contemporary commercial structure. There are other issues, however, discussed in the Zoning Review below.

The mural already exists and was used to provide interest on a wall that was being painted anyway. It does not contain any specific tenant information but, as an applied image, it generally constitutes a sign, hence its inclusion here. There do not appear to be any concerns vis-à-vis the Design Guidelines.

ZONING CODE REVIEW

All signs within the City are regulated under Article VIII of the Zoning Ordinance. The purpose of the Sign Regulations are to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic appearance of the City and to facilitate and improve pedestrian and vehicular traffic safety, and to lessen confusion and visual clutter caused by a proliferation of signs competing for attention.

The Master Signage Plan allows for deviation from the sign regulations on large campuses in order to provide for a more consistent program as to ensure convenience to the visitor, user or

occupant of the development while not adding to street clutter or otherwise detracting from the planned unit nature of the development. All signs are to be in scale and harmonious with the development and provide an overall design theme throughout the campus in a comprehensive manner.

As discussed above, the proposed CityPlace II monument sign is modest in size and appropriately set within the context of the office building entrance. The CityPlace VII wall sign, on the other hand, does not show any particular relationship with the building although its placement is appropriate. It should be noted that there are now two signs and each sign is now 101% larger than it would otherwise be permitted on a freestanding tenant site if it were not within the master signage plan. The applicant has stated that they believe the signs are sized in scale with the building. This is a highly subjective criterion by which to judge the merits of the requested size. As pointed out in the prior report, the signs at the top of the office towers do occupy distinctive and significant locations that set the identity for the campus whereas the CityPlace VII site is a typical retail site. Making the tenant signs larger conveys upon the tenant an advantage that other retailers do not have access to and is not consistent with the Comprehensive Plan or the Design Guidelines that call for less signage. As before, staff believe the equitable approach is for the building to be provided a typical retail sign area, limited to 50 square-feet each.

With the reduction in the number of messages on the monument sign, it appears to address most of the Zoning Code issues raised in the previous report. The adjacent tenant is not being granted an unusual increase in sign area and there is no confusion created by the messages that are present.

The pre-existing mural on the CityPlace Retail west façade is certainly larger than any sign that could be permitted within the city normally and is even larger than the office tower identification signs. Nonetheless, the mural is decorative in nature and, prior to concerns regarding sign content, was not even considered a sign. So, despite its size, it has become a fixture on the building and does not create any visual clutter or confusion for motorist. As such, it is not in conflict with the purposes of the Sign Regulations.

CONCLUSION

The mural and the CityPlace II monument sign appear to be consistent with the Design Guidelines for signs as well as the purposes of the Sign Regulations. The CityPlace VII wall signs and monument sign are less successful and staff suggest that the Commission should discuss modifications with the applicant. Specifically, the wall signs should be reduced to 50 square feet and the monument sign should be redesigned as a true entrance monument that integrates with the landscape and complements the adjacent buildings.

Given that the CityPlace VII monument sign is a factor in the unresolved site development plan for that site and appears to need further refinement for this application, the Planning and Zoning Commission should not forward a recommendation to the City Council at this time in favor of allowing the applicant to keep the processes in tandem and the sign program evolving in parallel with the site development plan.

ACTION AND MOTION

If the Planning Commission members agree with Staff that the applicant's proposal requires time for further refinement in concert with the associated site development plan review, the following motion for a continuance would be appropriate:

"I move to continue the discussion on Application #13-018 until November 18, 2013, to allow the applicant time to modify their request to better address the Design Guidelines and the purposes of the Zoning Code."

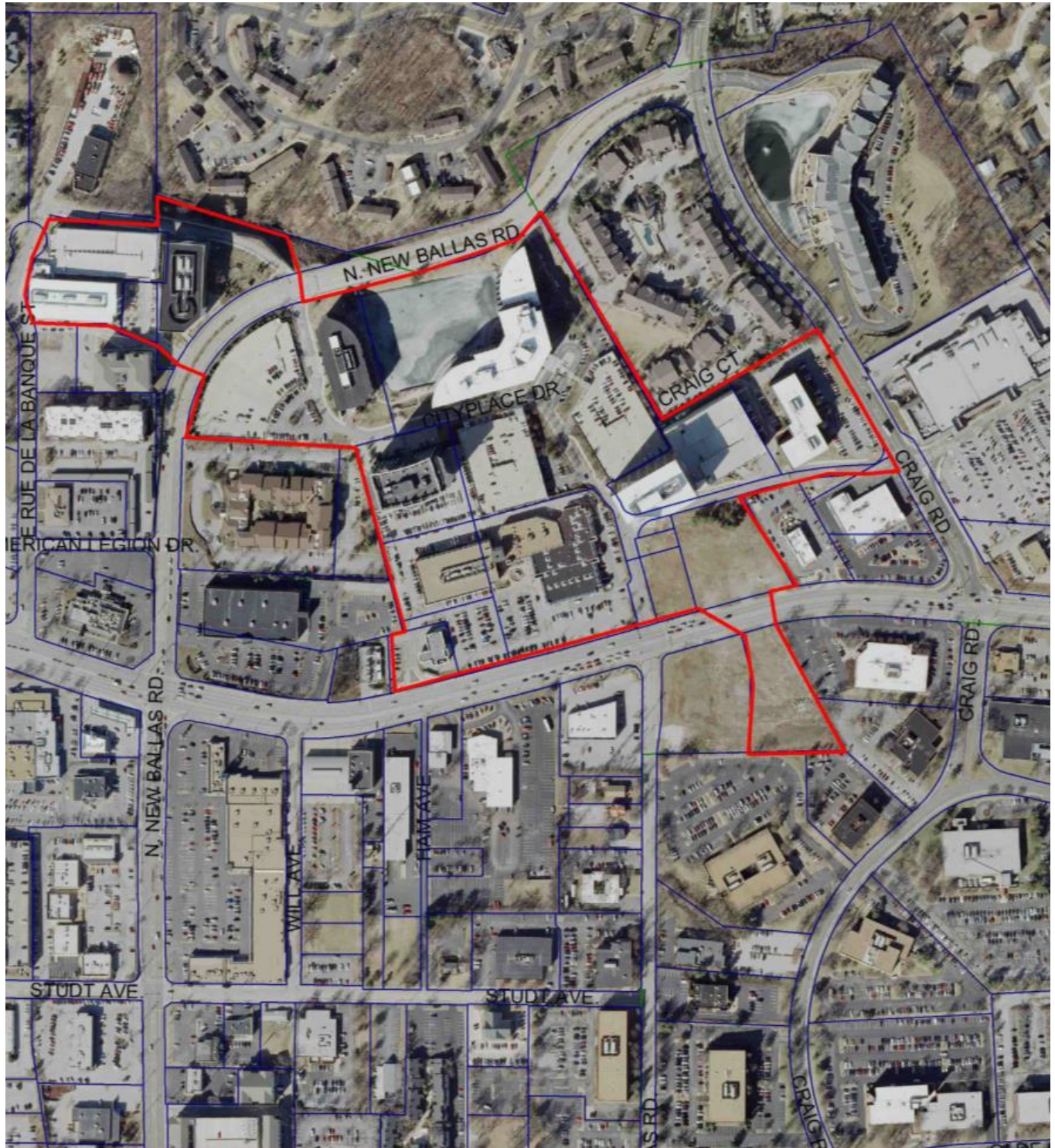
APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING PEDESTRIAN PLAN AND DESIGN GUIDELINES

Included and attached by reference.

APPENDIX 2: ZONING CODE

Included and attached by reference.

Aerial Photo



CityPlace Campus





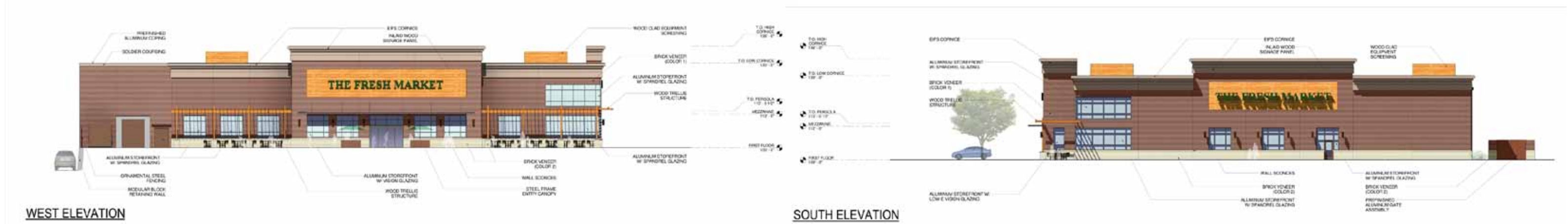
CITY PLACE

Amendment to Signage Master Plan

As approved by the
City of Creve Coeur
Month XX, 2013



Fresh Market Lot #7 Retail Wall-mounted Fascia Sign



A WEST & SOUTH ELEVATIONS
NOT TO SCALE

108 SQ FT EACH

40'-10"



2' 8"

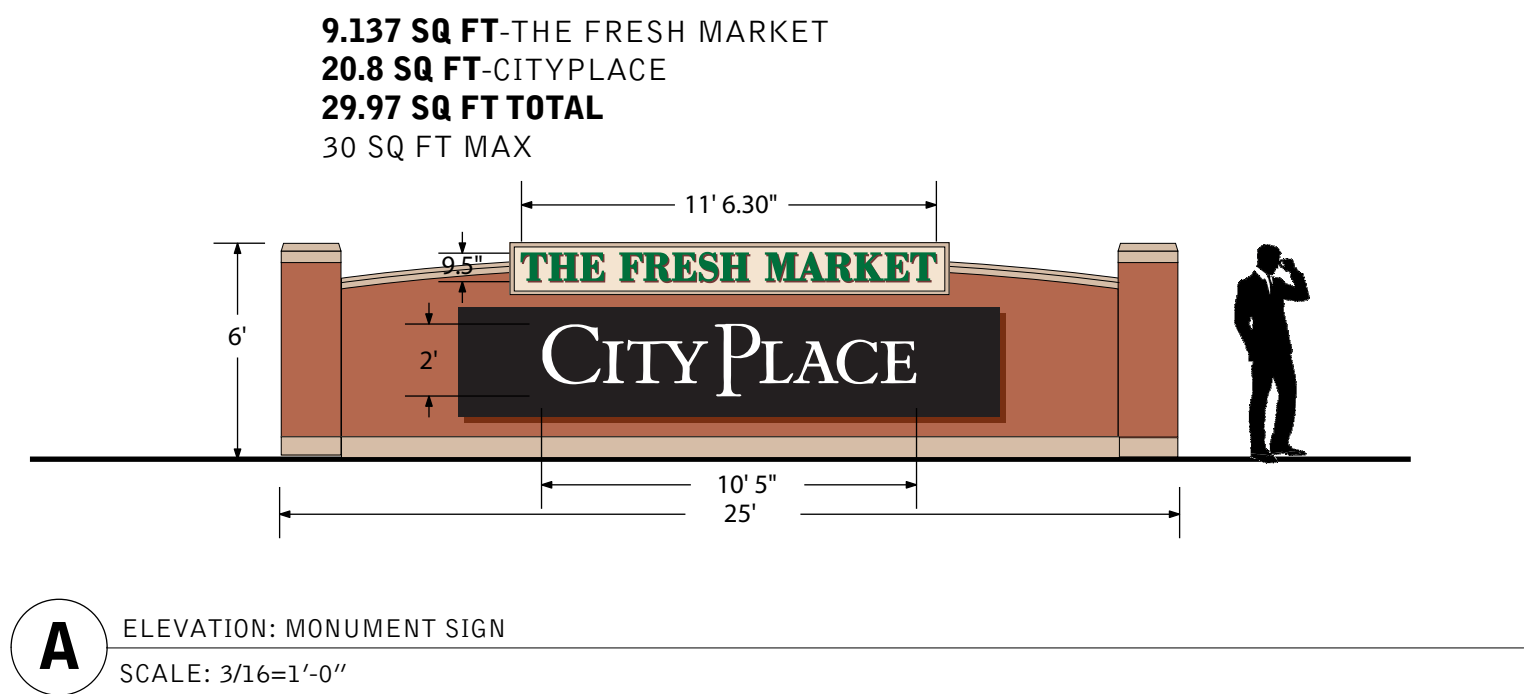
THE FRESH MARKET

B WEST & SOUTH ELEVATION DETAIL: THE FRESH MARKET SIGNS
1/4" = 1'-0"

INTERNALLY ILLUMINATE CHANNEL
LETTERS PIN-MOUNTED TO FACADE

C SIDE VIEW: THE FRESH MARKET
1/4" = 1'-0"

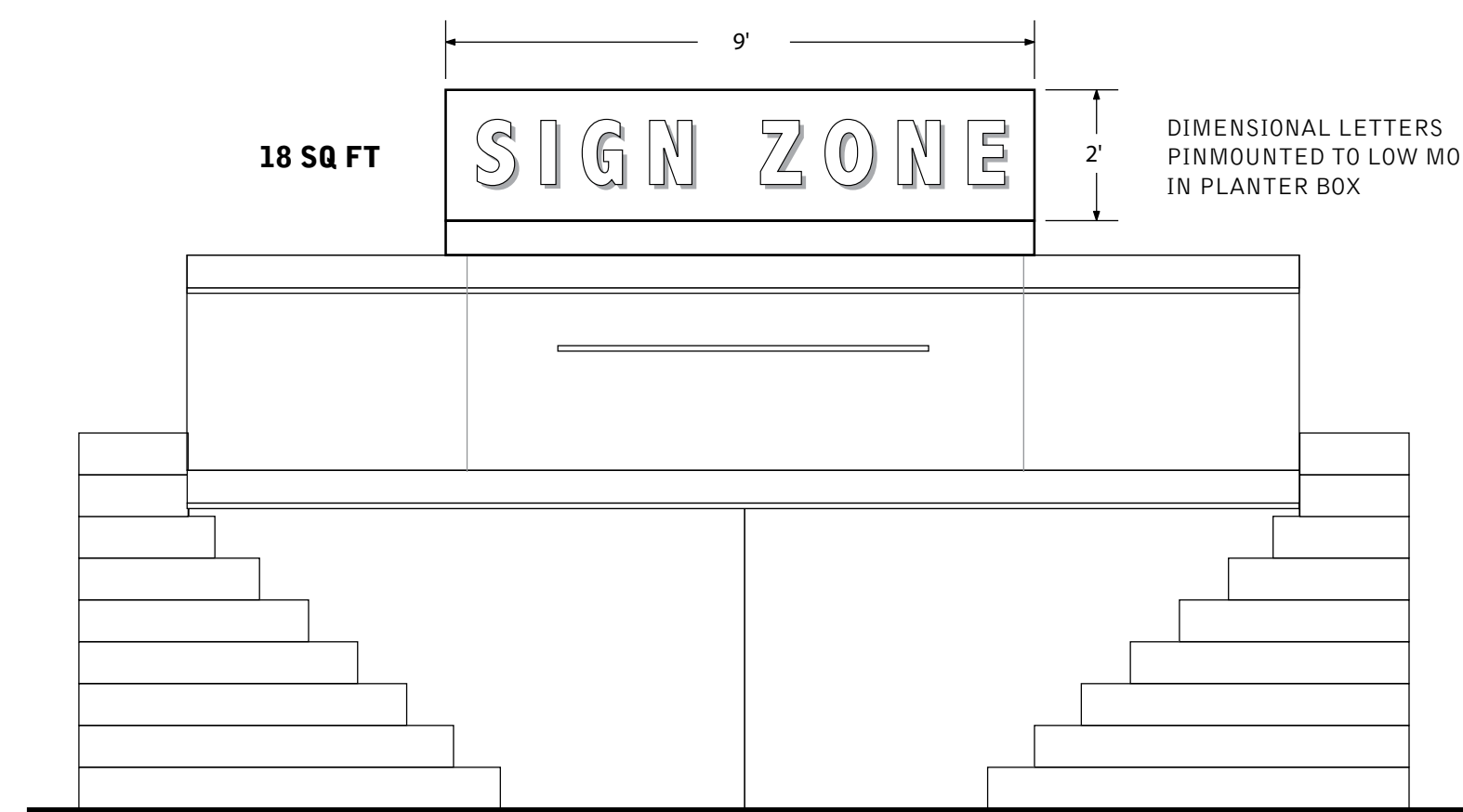
Fresh Market Lot #7 Monument Signage



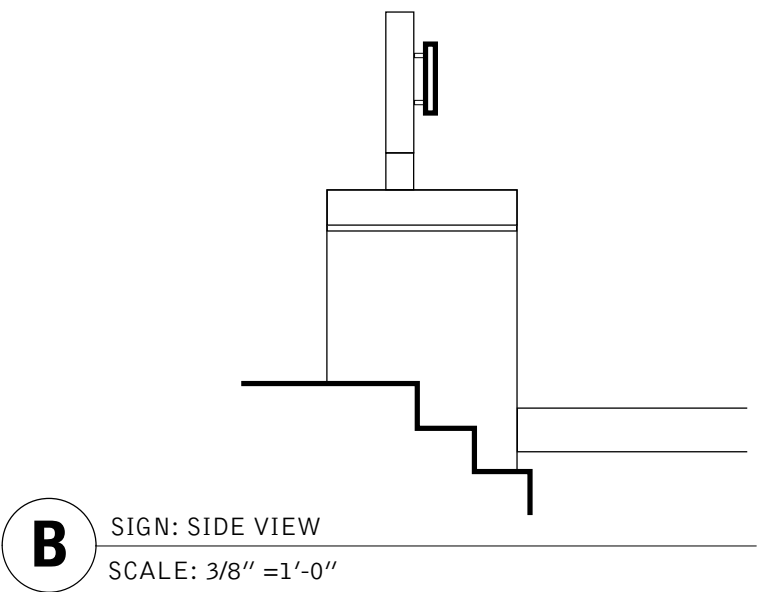
B IMAGE: EXISTING CAMPUS MONUMENT SIGN
SCALE: NOT TO SCALE



City Place 2 Fountain Signage



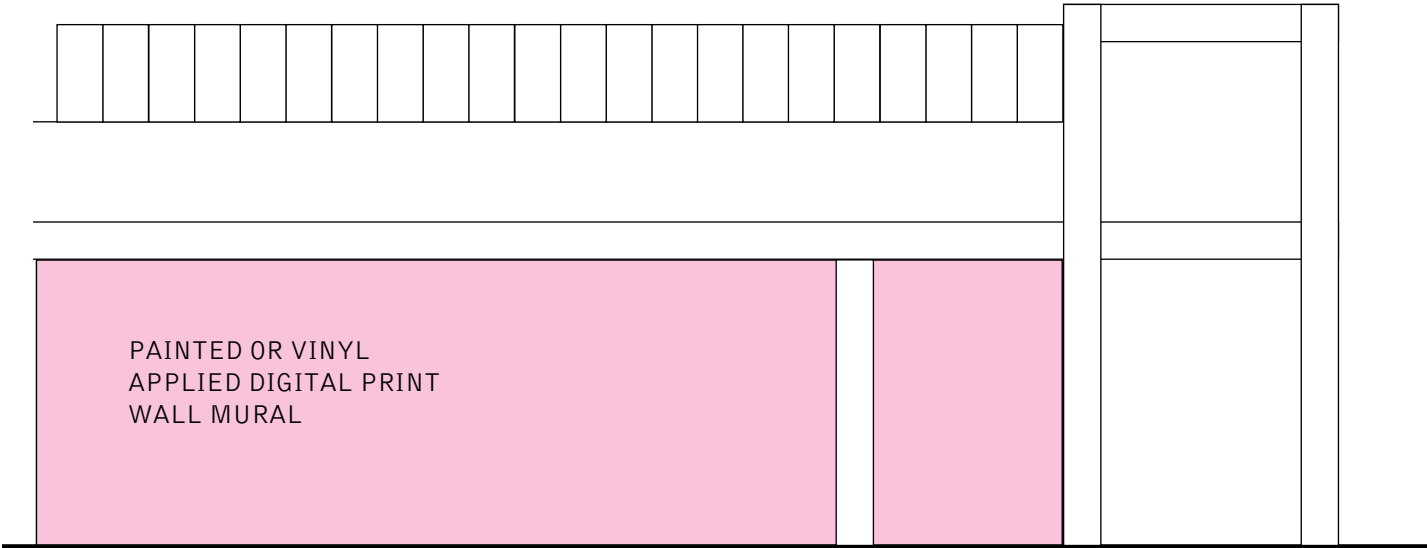
A ELEVATION: FOUNTAIN SIGNAGE
SCALE: 3/8" = 1'-0"



B SIGN: SIDE VIEW
SCALE: 3/8" = 1'-0"



C IMAGE: EXISTING FOUNTAIN (CITYPLACE 2)
NOT TO SCALE



A ELEVATION: WALL MURAL
NOT TO SCALE



B IMAGE: EXISTING MURAL (CITYPLACE RETAIL) artistic feature on campus
NOT TO SCALE





**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, NOVEMBER 4, 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, November 4, 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. Tim Carney
 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. UNFINISHED BUSINESS

A. CONTINUATION OF PUBLIC HEARING

Application #13-018: Request for approval of an amendment to the City Place Master Sign Plan to include new tenant signs.

Applicant/Agent: David Wolf
 Arcturis
 720 Olive Street, Suite 200
 St. Louis, MO 63101

Property Owner: CP North I, LLC
 6 CityPlace Drive
 Creve Coeur, MO 63141

Mr. Garrick Hamilton, 2 CityPlace Drive, said there are two aspects of the project. One is the addition of a monument sign to the front of CityPlace 2 and mural signage on the west wall. Mr. Hamilton stated he will bring the whole sign package back to the next meeting and regarding the monument sign, they are going to relocate it from the forward area of the sidewalk to the rear and add a seating element to it. Mr. Hamilton said what is proposed is signage for The Fresh Market on west and south façades. Mr. Hamilton said the proposal shows a square footage of 101 square feet which is a significant departure than what the sign code allows for. Mr. Hamilton said if the sign is confined to a 50 square feet setting it does not serve as identification for the building or tenant. They have proposed a median which is

80 square feet, they believe everything is in taste with the overall building and do not believe it is an obscene departure from the guidelines of the sign code.

Mr. Langdon said the sign is an important element of any business location and this is not entirely an aesthetics question though. Mr. Langdon said one of the sign codes key purposes is to promote a degree of equity between properties, so that there is consistency from one opportunity to another, as far as advertising goes. Mr. Langdon said he recognizes the Master Sign Plan opens certain opportunities that other locations do not have, but that opportunity is supposed to be based on a coordination of signs with a theme or belonging in a package, something creating an overall campus system of signage. Mr. Langdon thinks the present façade with the wood background to the sign can be rescaled and shapes can be changed and then the sign does not look so small when brought to 50 square feet. Mr. Langdon said if the Commission agrees with the applicant that 80 square feet is the right number than he requests some guidance in that regard.

Dr. Barton asked if there was a way to stipulate window signage. City Attorney, Carl Lumley, said there are limits on window signs but the Master Sign Plan supposed to include all signage.

Mr. Faron asked if changes could be made and brought back to the next meeting. Mr. Hamilton asked what the changes they were looking for and said that The Fresh Market logo is a corporate logo. Mr. Faron clarified asking the proposal to show if the sign is illuminated or if it could be bumped out. Mr. Hamilton said the sign is bumped out and is back lit.

Mr. Hamilton asked for as much guidance as the Commission can give and they would like the next meeting appearance to be successful and as administrative as possible.

Mr. Langdon spoke to what is allowed per the sign code. Mr. Langdon also said the objective is to look at this as a sign in and on an important location, but a sign size that goes beyond this tenant because it will stay with the site.

Mr. Hamilton said due to the tenant taking less space on the entrance feature monument sign they would like more prominence on the building signage.

There being no further comments, the public hearing was closed.

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

Mr. Pullium motioned to continue the discussion on Application #13-018 until November 18, 2013, to allow the applicant time to modify their request to better address the Design Guidelines and the purpose of the Zoning Code. Mr. Faron seconded the motion with the resultant vote as follows:

Mr. Carney – aye
Mr. Faron – aye
Chair - aye

Mr. Howard – aye
Mr. Rovak – aye

Dr. Barton – aye
Mr. Pullium – 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 8:57 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, NOVEMBER 4, 2013

7:00 P.M.

APPLICATION NO. 13-019

APPLICATION NO. 13-018

THOSE IN ATTENDANCE:

Mr. Tim Madden, Chair

Mr. Michael Barton

Mr. Tim Carney

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

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: And that'll move us to B,
2 Continuation of Public Hearing, Application No. 13-018:
3 Request for Approval of an Amendment to the City Place
4 Master Sign Plan Including New Tenant Signs.

5 Anybody that, once again, going to be involved
6 in this, needs to come up and be sworn in for this one
7 too.

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

10 CHAIRMAN MADDEN: I know this is going to sound
11 funny, but since it -- state your name and address again,
12 please.

13 MR. GARRICK HAMILTON: Thank you, Chairman.

14 Garrick Hamilton with the Komen Group, Two City
15 Place Drive, Creve Coeur, Missouri.

16 I won't belabor this point, cause it is kind of
17 the tail on the dog, quite frankly, as far as we're
18 concerned.

19 I believe this Commission previously considered,
20 and it did not advance to the Council, if I'm not
21 mistaken, still here, two aspects that I won't -- I
22 certainly won't -- cause I think staff agrees with the
23 presentation, and that's for the addition of a monument
24 sign to the front of City Place Two and in locations that
25 you'll have in your packets, as well as mural signage on

1 the west wall, which is the wall that Creve Coeur Camera
2 has extended to the -- extended to the north behind its --
3 it's glass facade. I believe City are on for approval of
4 those.

5 Where I believe your consideration, and probably
6 your deliberation will occur is in connection with the
7 signage package for Fresh Market itself.

8 I believe we have a proposal. I know that staff
9 will want to see it. Obviously, we'll have to come back
10 with it at our next meeting, we plan to do that.

11 Regarding the monument sign, as we pointed out,
12 we're going to relocate the monument sign, as it's
13 currently shown in your proposal, from the forward area of
14 the sidewalk to the -- to the rear, and add a seating
15 element to it.

16 Hopefully, that will add, you know, the
17 pedestrian interaction that they're looking for.

18 We're also happy to work with landscaping how
19 that feed into that -- those aspects.

20 Where I'd like to draw your attention, if I
21 could, for purposes of this evening, and, again, not to
22 belabor what we've already discussed, is the signage
23 package.

24 What has been provided to you and proposed to
25 you is the signage for Fresh Market on both its front --

1 excuse me -- its west and south facades.

2 The proposal is in front of you shows, I
3 believe, the square footage at 101 square feet, which is
4 upward -- significant upward departure from the existing
5 Sign Code allowance for that sign.

6 And what, I guess, what we'd like to show and
7 illustrate is why we have proposed that. And we
8 understand it's a significant departure. We are dealing
9 with a tenant with a unusually long name and a loosely
10 long sign. I wish they just had TFM or something along
11 those lines, but they don't. And if I confine it to
12 750-foot setting.

13 Is there a way to focus any better?

14 MR. LANGDON: Zoom it in, it clears it up a
15 little bit.

16 MR. GARRICK HAMILTON: Go ahead. That's as good
17 as it gets.

18 What you see here is -- is the signage of -- for
19 that location at the 50-square foot level or -- and we --
20 we really feel that it does not serve the identification
21 requirements of -- of a sign on a facade. Similar, by
22 contrast, going from that to in between what we've
23 proposed, which is an 80-square foot signage above
24 locations, this is the contrast of the building to the
25 sign itself.

1 We both -- we believe everything is in -- is in
2 taste with the overall building. We do not believe it's
3 something that is, you know, an obscene departure from the
4 guidelines of the Code, the Sign Code. We feel like it
5 fits with this building. It does -- it provides a way
6 finding mechanism, it doesn't overly clutter, and it is,
7 you know, conducive to the remainder of the area.

8 So that's -- that is -- that is -- that's the
9 reason why we have the proposal, and we'd ask for your
10 consideration of at least this 80-square foot departure
11 from -- from -- from the -- from the 50-foot -- square
12 foot, which is, unfortunately, just dwarfed by the
13 building.

14 CHAIRMAN MADDEN: Any questions? Okay. Thank
15 you.

16 MR. GARRICK HAMILTON: Thank you.

17 CHAIRMAN MADDEN: Is there anybody in the
18 audience that wants to comment on this question? No.

19 Okay. That'll close -- after --

20 MR. LANGDON: Mr. Chair, if I could make a
21 comment, please.

22 CHAIRMAN MADDEN: Pardon me?

23 MR. LANGDON: If I could make a comment --

24 CHAIRMAN MADDEN: Sure.

25 MR. LANGDON: -- before you close the hearing.

1 I think that, you know, the sign is an important
2 element of any business location, and we certainly
3 appreciate that.

4 I think this is not entirely an esthetics
5 question though. That Sign Code, one of its key purposes
6 is to promote a degree of equity between properties, so
7 that there's consistency from one opportunity to the
8 other, as far as the advertising goes or the opportunity
9 to put up the sign.

10 I recognize that the Master Sign Plan opens
11 certain opportunities that other simpler locations don't
12 have. But that opportunity is supposed to be based on a
13 coordination of signs, a package, a theme, a need to
14 create an overall campus system of signage.

15 And, in my view, this site has nothing to do
16 with the overall campus sign package, and -- on that level
17 alone.

18 This is a key property for the campus, and we
19 certainly want it to be properly signed. But I don't want
20 this to turn into a discussion of simply the esthetics.

21 I think the present facade with the -- the wood
22 background to the sign can be rescaled. You can change
23 those shapes, and all of a sudden the sign doesn't look so
24 puny when you take it down to 50 square feet.

25 So, if you agree that with the applicant that --

1 that 80 is the right number, that 108 is too much or is
2 okay, then I would request some guidance from the
3 Commission in that regard.

4 But in providing that guidance, please remember
5 there's more to this than just how does the sign look on
6 the facade.

7 CHAIRMAN MADDEN: Yes, Dr. Barton.

8 MR. BARTON: Can we -- is there a way to
9 stipulate or provide verbiage that they would not put
10 signage in the windows?

11 I mean I would much rather see them have a
12 simple sign like this than something like Walgreens where
13 they have limited signage, but then they put these huge
14 signs up behind the glass, which I think are almost, you
15 know, certainly trying to, you know, work around and have
16 advertising in their own -- you know, I mean it's clearly
17 a work around -- around our restriction of signage. See
18 where I'm going, I guess.

19 MR. LANGDON: I have to look to the City
20 Attorney on that. I don't know if we can eliminate
21 something they're entitled to under the Sign Code.

22 MR. BARTON: Okay.

23 MR. LUMLEY: I mean we have limits on window
24 signs --

25 MR. LANGDON: Right.

1 MR. LUMLEY: Is it 25 percent?

2 CHAIRMAN MADDEN: 20.

3 MR. LUMLEY: 20 percent.

4 MR. LANGDON: Yeah, 20 percent, but can we take
5 away that opportunity entirely through an approval
6 condition?

7 MR. LUMLEY: I mean the Master Sign Plan is
8 supposed to have everything in it, right?

9 MR. LANGDON: That's true. So in that review
10 then that becomes part of the equation, yes.

11 CHAIRMAN MADDEN: My question is are we opening
12 a can of worms if we give them a bigger one and
13 everybody's going to start wanting a bigger one?

14 MR. LANGDON: Well, this is my concern about
15 basing it purely on esthetics, because every merchant
16 thinks their store would look better with a bigger sign.

17 MR. GARRICK HAMILTON: But there are -- I mean
18 this sign, if you look at the retail that is along this
19 drive, it's certainly not out of whack, even if the 80 --
20 or even the 100 square foot, in our opinion.

21 As Paul has rightly pointed out, a lot
22 of process -- or a lot of locations that want to have the
23 sign, the Dierbergs sign, especially their monument sign,
24 which is enormous, they had to go through a variance
25 process.

1 This Master Sign Plan allows us to go through
2 what would otherwise be through a variance process through
3 you and through the City Council. It allows the decision
4 to be made at this level, and that's why we would ask that
5 it be made here at this level as opposed to the variance
6 process.

7 MR. FARON: I mean this is --

8 CHAIRMAN MADDEN: Any discussion before we close
9 the --

10 MR. FARON: This is probably going to be a
11 continuance, I guess, along with the other agenda item. I
12 mean is there a way to kind of see what can be tweaked and
13 present again at our next meeting?

14 MR. GARRICK HAMILTON: Forgive me.

15 MR. FARON: For that --

16 MR. GARRICK HAMILTON: Where's the tweak that
17 you're looking for on the sign specifically?

18 MR. FARON: Well, I mean is there a way to --

19 MR. GARRICK HAMILTON: This is, obviously, a
20 corporate logo, that Fresh Market block letter is a
21 corporate logo --

22 MR. FARON: Oh, yeah, not that. I mean --

23 MR. GARRICK HAMILTON: You're respectful of
24 that?

25 MR. FARON: Yeah, definitely.

1 But with bumping out, maybe illuminating it, I
2 mean backlighting.

3 I don't know if there's options to minimize it
4 slightly. I mean maybe 50's not the right number, maybe
5 70 -- 70, I don't know, but I think you'll be back in
6 front of us again, and maybe there's an opportunity to --

7 MR. GARRICK HAMILTON: We will --

8 MR. FARON: -- make a stab at it and -- and see
9 if it maybe --

10 MR. GARRICK HAMILTON: For the record, this is
11 bumped out. It has backlighting --

12 MR. FARON: Okay.

13 MR. GARRICK HAMILTON: -- it's not material
14 illuminated; it's not boxed or anything along those lines.

15 MR. FARON: Okay. I'm seeing the green -- yeah,
16 I saw the green example and a few others, but, yeah, okay.

17 MR. HOWARD: Given the great variance between
18 the Sign Code as it exists and what you're proposing,
19 might be little more palatable if there were other changes
20 to the building.

21 I'd hate to suggest horsetrading, but this might
22 be a little more palatability if there were some other
23 things that made the building more appealing.

24 MR. GARRICK HAMILTON: Correct.

25 MR. FARON: I was going to mention that too. We

1 could tie together. Can we tie those together?

2 I was going to mention something similar to
3 that, but I didn't know if we can piggyback --

4 MR. HOWARD: I didn't say that.

5 MR. FARON: Want to jump on, but, yeah, it's in
6 a way --

7 MR. HOWARD: That's exactly what I did not say.

8 MR. GARRICK HAMILTON: What we are looking for
9 though as much guidance as you can. I appreciate that
10 guidance.

11 We would like to make the next appearance as we
12 have both this and the overall site plan is, quote,
13 unquote, administrative as possible, such that we can get
14 something in front of you that we know you guys are going
15 to be okay with. That's kind of our goal, at least with
16 this meeting, so if there's any further guidance that we
17 can have, we'd appreciate it.

18 MR. FARON: Have we ever -- what's a good
19 example of granting a variance for this, and when we've
20 done that, what sizes are we -- have we contemplated?

21 MR. LANGDON: The only specific variance I'm
22 aware of for a sign is the Dierbergs wall sign, which is,
23 I believe, about 300 square feet.

24 MR. FARON: At West Oak, right?

25 MR. LANGDON: At West Oak.

1 Otherwise, they have a common sign plan, which
2 is a process not even available anymore.

3 And then we have Master Sign Plans in the case
4 of City Place, obviously, there's the tower signs that are
5 much larger than 50 square feet, but certainly in scale
6 with the building. And really an identifier to the
7 campus, so that's where, I think, in fact, it's the one on
8 the front of the Master Sign Plan.

9 I mean it's what the Master Sign Plan is about.

10 Mercy Hospital is similar. The largest signs
11 are the ones that set the campus character, and then after
12 that everything is -- is fairly small.

13 So I think that's -- that's really -- the
14 objective here is to look at this as -- as a sign on an
15 important spot, an important location, but it's the sign
16 size that goes beyond this tenant, because it will stay
17 with the site, and has to be still in keeping with the --
18 the overall goals of the Sign Code, so what I think -- I'm
19 sorry, go ahead.

20 MR. PULLIUM: I didn't mean to cut you off. I
21 thought you were finished.

22 MR. LANGDON: I was just going to say what I
23 think I hear you saying is the 108 may be too much, but
24 not necessarily going all the way back to 50.

25 MR. PULLIUM: You mentioned equity earlier among

1 other signs of people --

2 MR. LANGDON: Yes.

3 MR. PULLIUM: -- businesses and merchants. This
4 property, this grocery store, is between two other stores,
5 Trader Joe's and Aldi's, is it not? Do those signs have
6 variances?

7 MR. LANGDON: No, sir.

8 MR. PULLIUM: They are up to code or within
9 code?

10 MR. LANGDON: Certainly Aldi's because it was
11 just done.

12 Trader Joe's was in before my tenure, so I can't
13 swear that -- or I would assume that it meets -- it was
14 approved per the Sign Code at the time.

15 MR. PULLIUM: I'll just be blunt, I've not heard
16 sufficient justification to grant any sort of variance
17 outside of what's called for.

18 MR. GARRICK HAMILTON: We would, obviously,
19 suggest that this signage, at least at the -- certainly at
20 the 80-foot level, is within the scale of the building, as
21 Mr. Langdon brought up in terms of the rest of campus, the
22 master sign and the scale of the building, which it
23 surrounds.

24 But then whether it's by horsetrading or
25 otherwise, we are being asked to turn the monument sign

1 that we have at the entrance to this campus, that is
2 something by right allowed under your Sign Code, to go
3 from a 30-square foot signage for our tenant at that
4 location down to what they'll have there is 9 -- about
5 9.6 square feet and forego 20 square feet to the City
6 Place itself.

7 I agree it's for the campus, but it is also part
8 of this gateway feature that the City is -- is looking
9 for, so our tenant is taking less out there. We would
10 like to be able to have them have a little bit more
11 prominence to the rear. So --

12 MR. FARON: Yeah.

13 MR. HOWARD: I think, as we've asked them to
14 reorient the building, that the way the building's falling
15 on the lot now, it almost has two fronts, and so I think
16 that you might want to think about it in terms similar to
17 that.

18 Insofar as you want to justify having some
19 additional signage, square footage.

20 It -- as you come down Olive, where this
21 building -- how this building will sit will have two
22 fronts.

23 MR. PULLIUM: Sure.

24 MR. HOWARD: And that's part of my concern with
25 having the truck bays covered because you'll be able to

1 see back there, and -- but before you see back there,
2 you'll see another front, and that's the front that has
3 the sidewalk coming out, I guess what is the --

4 MR. GARRICK HAMILTON: To be fair, I don't think
5 staff is asking for -- I think they're allowing us the
6 full -- the full signage square footage along each facade.
7 Because it is a corner lot, so it is permitted to have two
8 signs on the lot, so to be fair to staff, I don't believe
9 that that is the issue.

10 I think it's definitely trying to identify if it
11 fits into the campus, fits into the scalability.

12 MR. LANGDON: Yeah, the thing to remember
13 with -- with the signs, in this case, are that the ground
14 sign is -- would be permitted by right, if it were
15 stand-alone project, as would the two wall signs.

16 The issue is really about how large they are
17 and -- and then, you know, all those equity issues we
18 talked about, and remembering also, and I'll -- I said it
19 before, I'll say it again. This is not about the content
20 of the sign. This isn't necessarily permitting a whatever
21 square foot Fresh Market sign, because we can't regulate
22 the content of the sign. Could say Fresh Market today or
23 Bob's Supermarket tomorrow or New Balance Shoes. I mean
24 you don't really know. Same thing with the ground sign.
25 While they're investing a lot and creating a monument for

1 the campus, that name, City Place name, and the smaller
2 Fresh Market could be reversed in the future, because we
3 can't regulate the content, or it could say something
4 entirely different.

5 MR. FARON: Just a clarification.

6 On the Dierbergs sign, was that just -- the
7 reasoning behind that variance, was distance from Olive
8 probably? I mean just the setback was extensive, so
9 roughly I don't --

10 MR. GARRICK HAMILTON: I can set the building
11 back further if you want.

12 MR. FARON: I figured that's what --

13 MR. LANGDON: It's been some time since I --
14 it's been some time since I read the record of that
15 variance, I believe that was the primary reason, yes.

16 MR. FARON: Something like that. Okay. Thanks.

17 MR. GARRICK HAMILTON: We would ask for that
18 equity, you know, in consideration for this. I mean they
19 are a competitor of Dierbergs.

20 CHAIRMAN MADDEN: Okay. Well, first, want to
21 enter your exhibits?

22 MR. LUMLEY: We did that last time.

23 CHAIRMAN MADDEN: Last time.

24 Okay. That'll close the public hearing.

25 (The Public Hearing was closed.)

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



city of CREVE COEUR

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NOTICE OF PUBLIC HEARING

**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-018 FOR AN AMENDMENT TO THE CITY PLACE MASTER SIGN PLAN TO
INCLUDE NEW TENANT SIGNS**

FOR THE MEETING OF: Monday, August 19, 2013, 7:00 PM

LOCATION: CityPlace Campus (see attached map). The properties are zoned "CB" Core Business

REQUEST: An application has been submitted to amend the CityPlace Master Sign Plan, to include guidelines for greater flexibility in the design and location of certain tenant signs within the campus. An additional provision is made for a pre-existing mural located on the side of one tenant space.

ADDITIONAL INFORMATION: Section 405.950.6 Master Signage Plans allows for consideration of a comprehensive plan of signage subject to the recommendation of the Planning and Zoning Commission and approval of the City Council. The primary expectations for any master sign plan are that it will increase public convenience by providing better direction information and that the signs will do so with a well-designed, coordinated appearance throughout the campus.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?

Comp. Plan References

- Central Business District

Zoning Code References

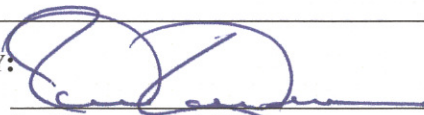
- Section 405.950 Signs in Non-Residential Districts

APPLICANT: Megan Ridgeway
Arcturis
720 Olive Street Suite 200
St. Louis, MO 63101

PROPERTY OWNER: CP North I, LLC
6 City Place Drive
Creve Coeur, MO 63141



REPORT PREPARED BY:


Paul Langdon, AICP
Community Development Director


Date

ATTACHMENTS: Applicants Materials, received August 10, 2013
Ordinance No. 5169

BACKGROUND AND MASTER SIGN PLAN PROPOSAL

The current CityPlace campus received approval for a Master Sign Plan in 2002, that was amended in November 2006 to include CityPlace 6 and the McDonald's Restaurant signage on the campus north of Olive Boulevard. The entire plan was then repealed and replaced by Ordinance #5169 that was approved in January 2011. The document was largely the same as the former except that it included the signs applied to the St. Luke's Urgent Care facility on the south side of Olive Boulevard.

The proposed amendment with this application will allow up to an 80 square-foot wall sign for the proposed CityPlace VII site ("Fresh Market" is the currently proposed tenant), allow an 18 square-foot low monument sign in front of CityPlace II, document the existing mural at CityPlace Retail and allow a new 30 square-foot multi-tenant monument sign at the northeast corner of CityPlace Drive and Olive Boulevard. Each of the proposed signs is shown in the attached illustrations from the applicant.

Note that although the site development plan for the City Place VII site is currently under review as well (see Application #13-019), the master sign plan can be amended by separate action and the sign standards will apply, regardless of the tenant occupying the future building.

COMPREHENSIVE PLAN REVIEW

The Comprehensive Plan does not provide much direction in sign review, except recommend that they City ensure that non-residential development is compatible with adjacent residential development (page 23).

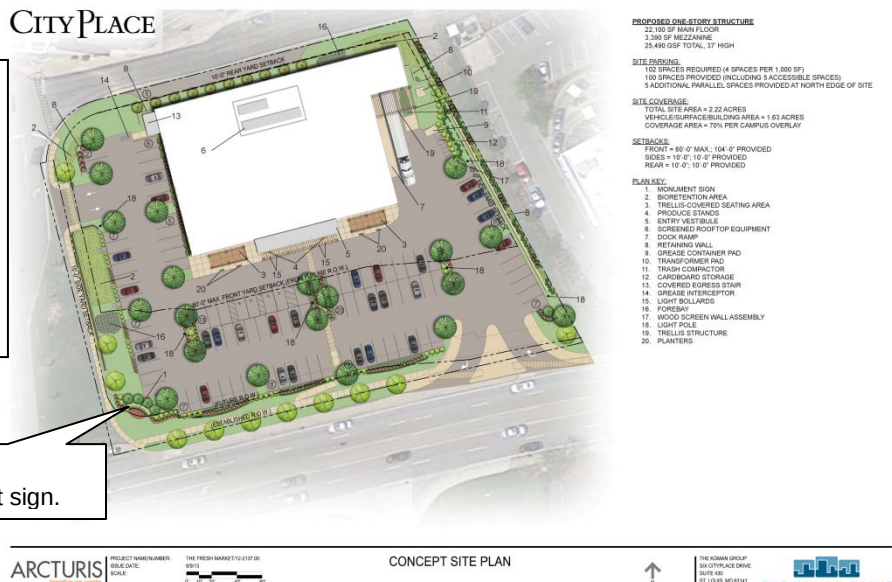
The Design Guidelines offer further direction in reviewing signs, by recommending that sign plans include a consistency of materials, siting, and design. Specifically, all signs are to be architecturally integrated and complement their surroundings in terms of size, shape, color, texture and lighting.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

The small monument sign in front of CityPlace II utilizes a slab design with pin-mounted letters for a simple, modern appearance that is appropriate in scale and material for the proposed location. It does not interfere with pedestrian movement and does compete with other signage.

The larger monument sign by the CityPlace VII site is intended to be a multi-tenant sign and an entrance monument for the entire campus. The design approximates the campus monument sign adjacent to the US Bank location at the west edge of the campus. That sign, however, does not include tenant signage (only the word "CityPlace") and is much lower. As discussed in the staff report on the site development plan for CityPlace VII, this location is appropriate for a monument befitting the entrance to the campus. However, the proposed design is dominated by the CityPlace VII tenant sign, and then complicated by four secondary tenant signs. In the end, the "CityPlace" moniker is almost insignificant. This does not complement the main entrance to the campus and does not integrate with the surroundings. Staff suggest that it should contain fewer signs in number and should be redesigned to represent not only an entrance to the campus, but also to complement the CityPlace VII site. This can be done through integration with the sidewalk space, or use of common materials and design motifs, or use as a framing device that

Diagram illustrating the dimensions and layout of a 25' wide sign structure. The structure is 25' wide and 6' high. It features a central 'FRESH MARKET' sign (9' wide) and two 'SECONDARY SIGN' areas (each 4'10" wide). The sign is mounted on a structure with a 3'3" height for the secondary sign area. A person is shown standing next to the sign for scale, indicating a height of 11'.

CITY PLACE



The mural already exists and was used to provide interest on a wall that was being painted anyway. It does not contain any specific tenant information but, as an applied image, it generally constitutes a sign, hence its inclusion here. There do not appear to be any concerns vis-à-vis the Design Guidelines.

The Master Signage Plan allows for deviation from the sign regulations on large campuses in order to provide for a more consistent program as to ensure convenience to the visitor, user or occupant of the development while not adding to street clutter or otherwise detracting from the planned unit nature of the development. All signs are to be in scale and harmonious with the

development and provide an overall design theme throughout the campus in a comprehensive manner.

As discussed above, the proposed CityPlace II monument sign is modest in size and appropriately set within the context of the office building entrance. The CityPlace VII wall sign, on the other hand, does not show any particular relationship with the building although its placement is appropriate. It should be noted that the sign is 50% larger than it would otherwise be permitted as a freestanding tenant site if it were not within the master signage plan. Staff believe this is significant since the overall site design does not visually or functionally represent a significant property in the campus, so it is not clear why it should be favored with a particularly large sign; this would seem to be contrary to one of the purposes of the sign regulations that is to promote consistency of opportunity among signs within the city. The signs at the top of the office towers do occupy distinctive and significant locations that set the standard for the campus; the CityPlace VII site is, frankly, a typical retail site and should only be provided a typical retail sign, limited to 50-square feet. If the applicant ultimately reworks this site into the visually significant place that it can be, the proposed wall sign might seem more appropriate.

The CityPlace VII monument sign, as discussed above, does not really integrate with any other signs and, by virtue of the six individual messages on the monument, may actually add to the visual clutter of the Cityplace Drive and Olive Boulevard intersection. Given that its location is proposed for a single-tenant only, it seems that it must also contain off-site signs. In the absence of a meaningful wayfinding sign program for the campus, this sign could also increase motorist confusion since the advertised businesses will not be immediately visible. Adding directional information to the sign will only worsen the visual clutter concern. Again, Staff suggest that the number of signs should be reduced to the adjacent tenant and the CityPlace name and the monument redesigned to provide an architectural connection to its site.

The pre-existing mural on the CityPlace Retail west façade is certainly larger than any sign that could be permitted within the city normally and is even larger than the office tower identification signs. None the less, the mural is decorative in nature and, prior to concerns regarding sign content, was not even considered a sign. So, despite its size, it has become a fixture on the building and does not create any visual clutter or confusion for motorist. As such, it is not in conflict with the purposes of the Sign Regulations.

CONCLUSION

The mural and the CityPlace II monument sign appear to be consistent with the Design Guidelines for signs as well as the purposes of the Sign Regulations. The CityPlace VII wall sign and monument sign are less successful and staff suggest that the Commission should discuss modifications with the applicant. Specifically, the wall sign should be reduced to 50 square feet and the monument sign should be redesigned as a true entrance monument that presents only two signs: the campus name and the adjacent tenant name.

Given that the CityPlace VII monument sign is a factor in the unresolved site development plan for that site and appears to need further refinement for this application, the Planning and Zoning Commission should not forward a recommendation to the City Council at this time in favor of allowing the applicant to keep the processes in tandem and the sign program evolving in parallel with the site development plan.

ACTION

If the Planning Commission members agree with Staff that the applicant's proposal requires time for further refinement, the following motion for a continuance would be appropriate:

"I move to continue the discussion on Application #13-018 until September 3, 2013, to allow the applicant time to modify their request to better address the Design Guidelines and the purposes of the Zoning Code."

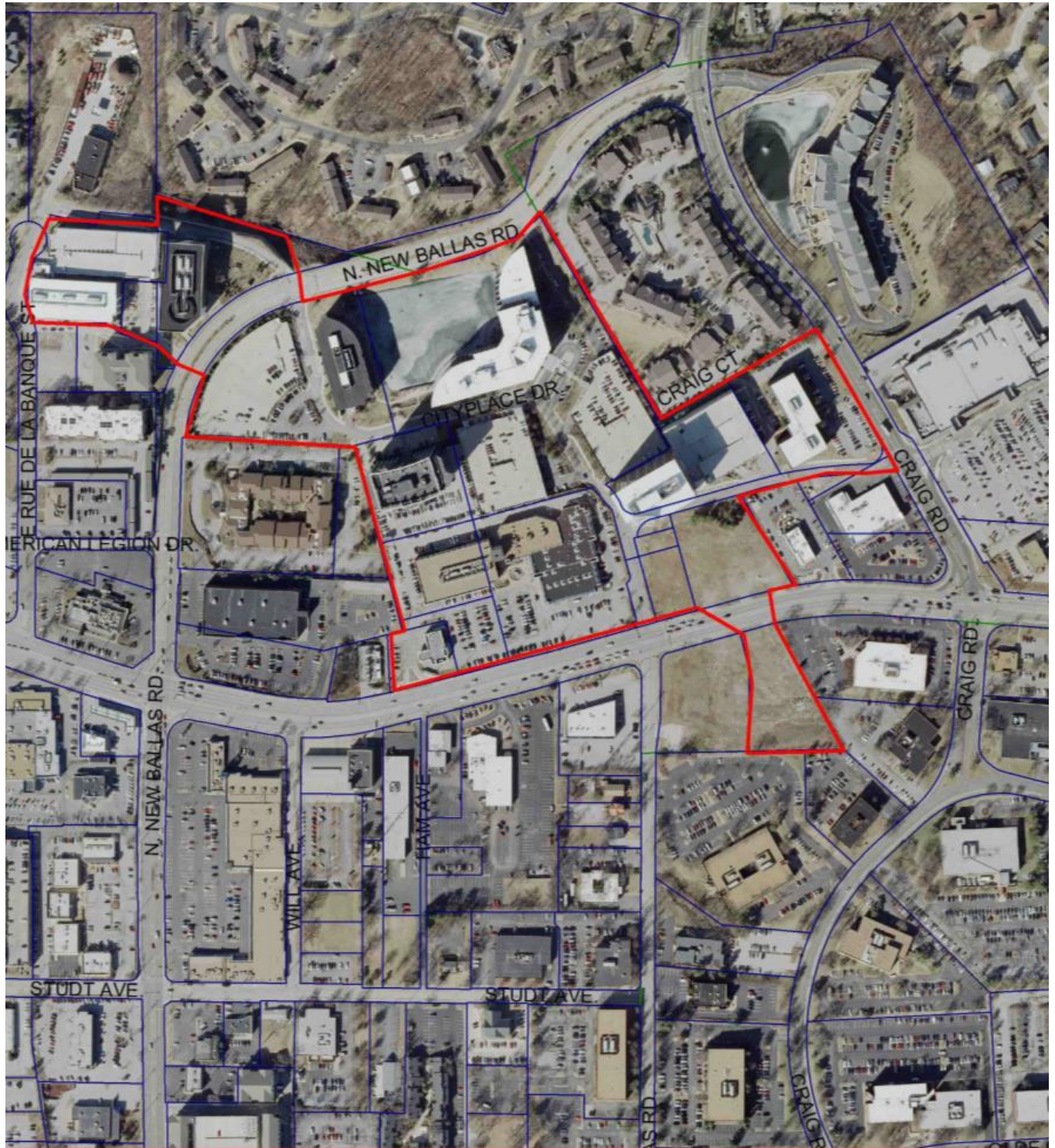
If the Commission members wish to accept the proposed signs, they should vote on a motion to recommend approval of the proposed signs, subject to any modifying conditions supported by a separate motion and vote. In that event, Staff will prepare an ordinance for the City Council reflecting the actions of the Commission. An appropriate motion for this purpose is:

"I move to recommend approval of the amendment to the Master Sign Plan for City Place campus to include the signs submitted with Application #13-018, subject to the conditions approved by the Planning Commission at the meeting of August 19, 2013." (conditions must be added by separate prior motion).

APPENDIX 1: COMPREHENSIVE PLAN, INCLUDING PEDESTRIAN PLAN AND DESIGN GUIDELINES
Included and attached by reference.

APPENDIX 2: ZONING CODE
Included and attached by reference.

Aerial Photo



CityPlace Campus





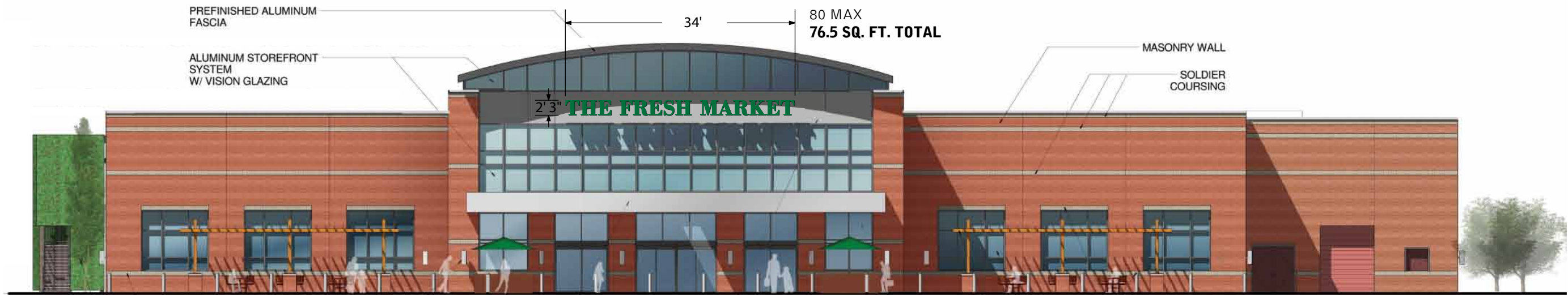
CITY PLACE

Amendment to Signage Master Plan

As approved by the
City of Creve Coeur
Month XX, 2013



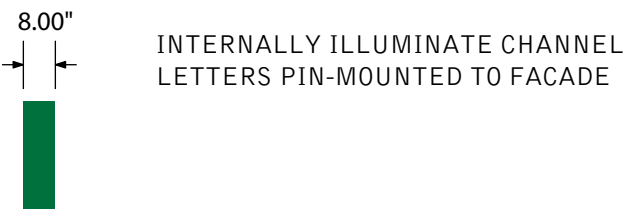
Fresh Market Lot #7 Retail Wall-mounted Fascia Sign



A SOUTH ELEVATION: THE FRESH MARKET
1/16" = 1'-0"

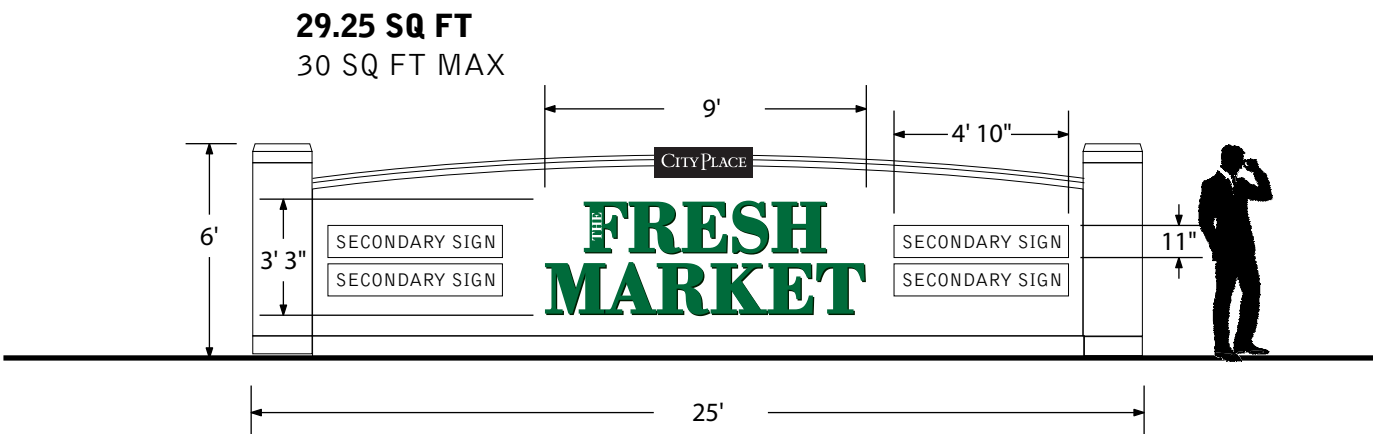


B SOUTH ELEVATION: THE FRESH MARKET
1/4" = 1'-0"



C SIDE VIEW: THE FRESH MARKET
1/4" = 1'-0"

Fresh Market Lot #7 Monument Signage



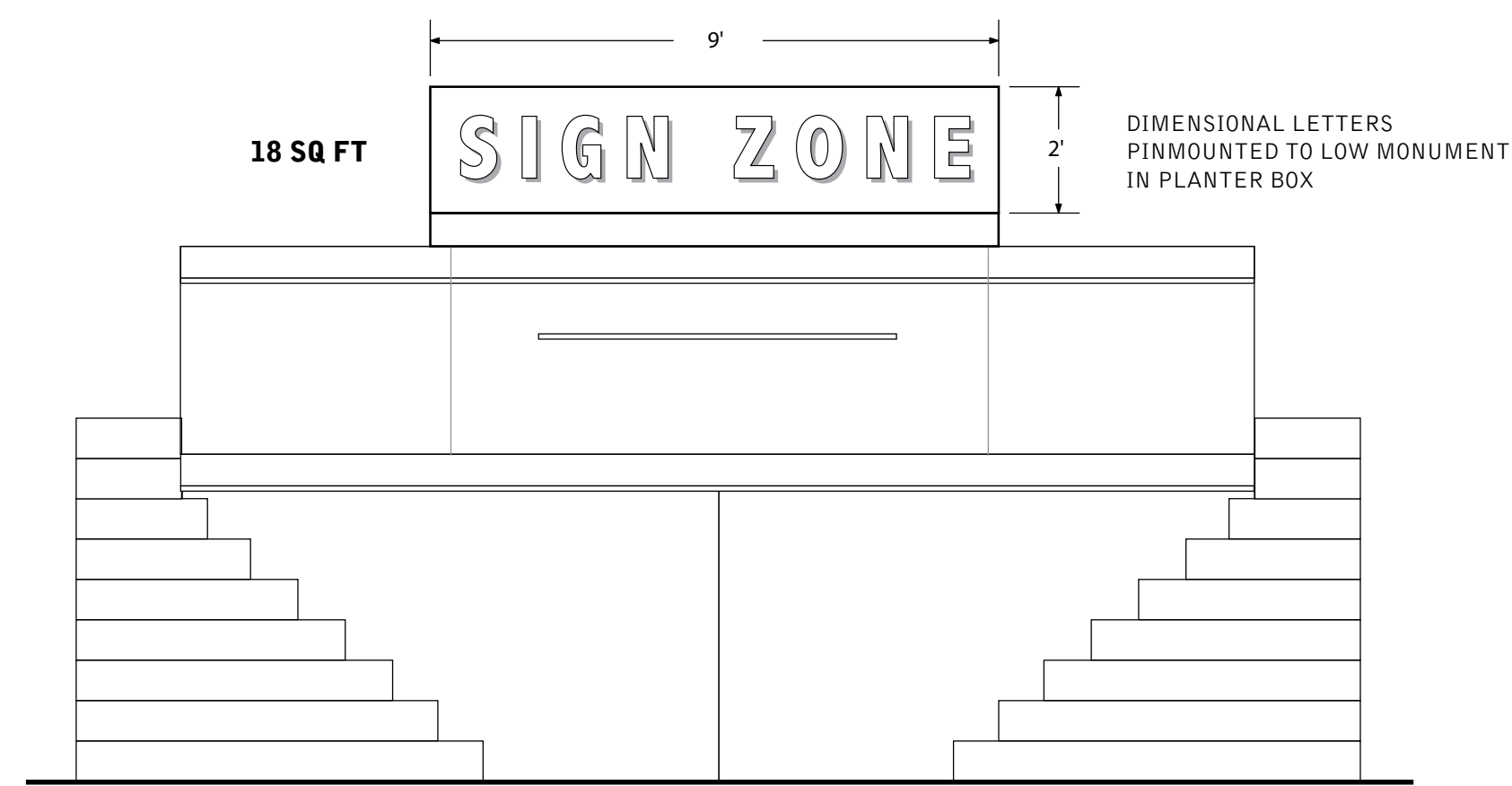
A ELEVATION: MONUMENT SIGN
SCALE: 3/16" = 1'-0"



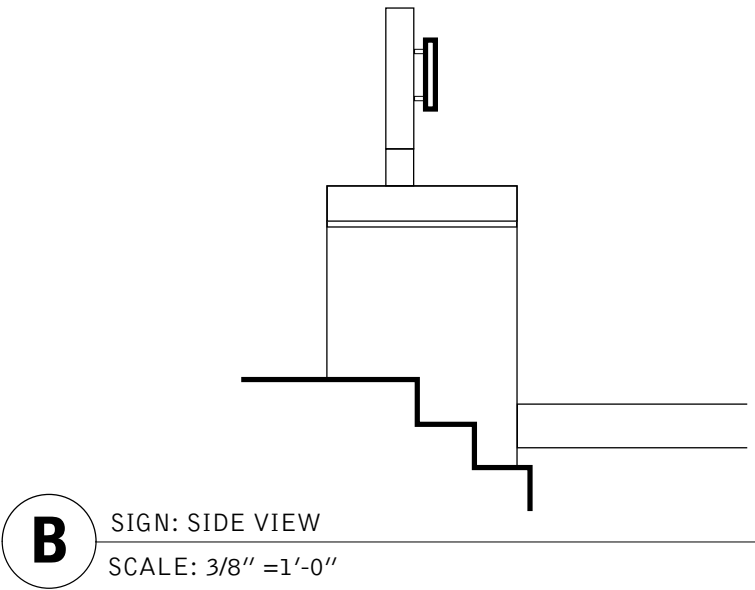
B IMAGE: EXISTING CAMPUS MONUMENT SIGN
SCALE: NOT TO SCALE



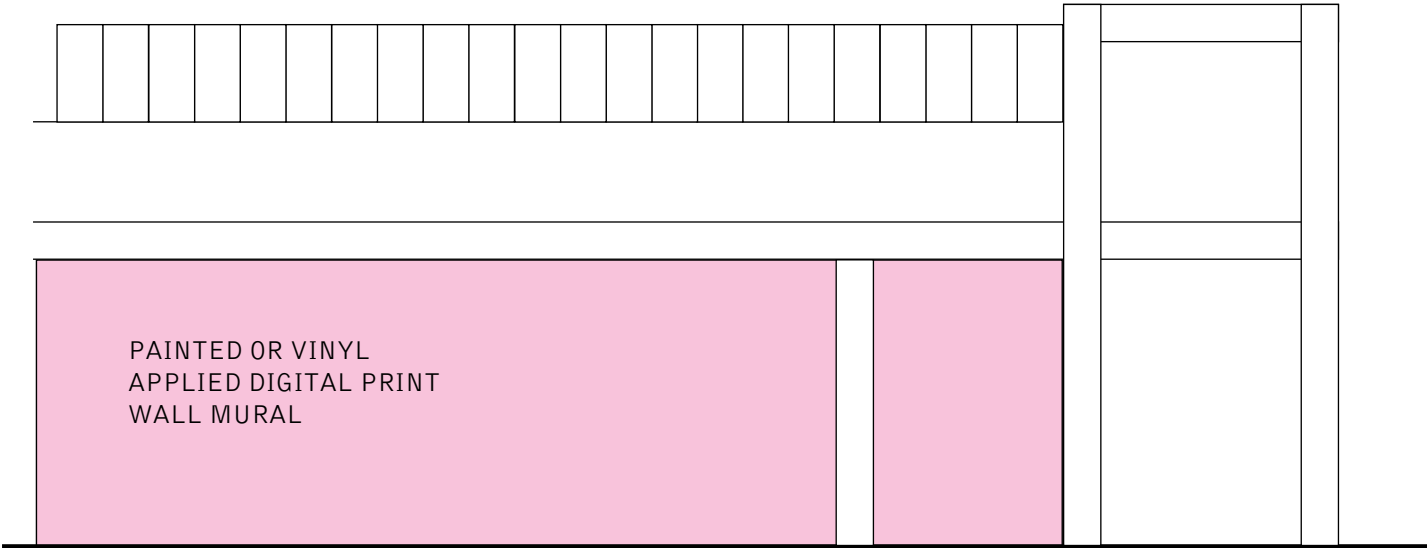
City Place 2 Fountain Signage



A ELEVATION: FOUNTAIN SIGNAGE
SCALE: 3/8" = 1'-0"



C IMAGE: EXISTING FOUNTAIN (CITYPLACE 2)
NOT TO SCALE



A ELEVATION: WALL MURAL
NOT TO SCALE



B IMAGE: EXISTING MURAL (CITYPLACE RETAIL) artistic feature on campus
NOT TO SCALE

WALL MURAL
LOCATION



**AN ORDINANCE REPEALING ORDINANCE NUMBER 2193 AND NUMBER 4059 AND
APPROVING A NEW MASTER SIGN PLAN PURSUANT TO SECTION 405.950.6 OF THE
CITY OF CREVE COEUR'S CODE OF ORDINANCES FOR THE CITYPLACE CAMPUS
LOCATED WITHIN THE "CB" CORE BUSINESS DISTRICT**

WHEREAS, an application was submitted by the Koman Group for an amendment to the previously approved Master Signage Plan for the CityPlace Development, pursuant to Section 405.950.6 of the City of Creve Coeur's Code of Ordinances, to include CityPlace VII Saint Luke's Medical Offices south of Olive Boulevard; and

WHEREAS, the boundaries of the Master Signage Plan will be for CityPlace development including all existing and proposed signage as demonstrated in Exhibit 1; and

WHEREAS, Planning and Zoning Commission reviewed and by a unanimous vote recommended approval of the subject amendments at its meeting on Monday, November 15, 2010; and

WHEREAS, the City Council of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on December 13, 2010, beginning at 7:00 p.m., or immediately following the close of the previous public hearing; and

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

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

WHEREAS, the City Council being fully informed finds that approving 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.

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

Section 1: Ordinance 2193 and Ordinance 4059 authorizing a Master Sign Plan for City Place Campus located north of Olive Boulevard are hereby repealed.

Section 2: A Master Sign Plan is authorized for the CityPlace Campus Pursuant to Section 405.950.6 in the "CB" Core Business Commercial zoning district whose legal description is as follows:

"Lots 1, 3, 4, 5, 6, 8, 9 and 10 of CityPlace Subdivision as shown on the plat thereof recorded at Plat Book 355, Pages 43-46 of the Real Property Records for St. Louis County, Missouri; and also Adjusted Lot 2 of CityPlace Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 313-314 of the Real Property Records for St. Louis County, Missouri; and also, Lot 11A of CityPlace Subdivision Plat Two as shown on the plat thereof recorded at Plat Book 358, Page 33 of the Real Property Records for

St. Louis County, Missouri; and also, Units 1 & 2 of CityPlace Condominium created pursuant to that certain Declaration of Condominium dated April 14, 1988 and recorded at Book 8297, Page 734 of the Real Property Records for St. Louis County, Missouri."

SECTION 3: Such approval of the Master Signage Plan for the CityPlace Development shall be restricted to the following conditions:

1. The applicant shall submit sign permit and/or building permit applications for proposed signs referred to in the Master Sign Plan that currently does not possess a building permit.
2. The applicant shall follow the Master Signage Plan for all new or altered signage on the campus, as approved by the City of Creve Coeur. The location, size, shape, color, type, and design of each sign shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur.
3. The ground monument sign at 11550 Olive Boulevard shall be no larger than 24 square feet per sign face
4. The applicant shall submit a revised landscape plan to integrate the sign with the low landscape wall consistent with the Off-Street Parking and Loading Regulations
5. Signage shall be limited to name and logo only
6. All leasing information signage for the development should be placed on the building. No additional leasing signs shall be permitted.

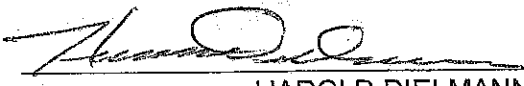
SECTION 3: The Master Signage Plan, and all components thereof, shall be demonstrated as the attached Exhibit 1

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

ADOPTED THIS 10 DAY OF January, 2011.


A. JAMES WANG
PRESIDENT OF CITY COUNCIL

APPROVED THIS 10 DAY OF January, 2011.


HAROLD DIELMANN
MAYOR

ATTEST:


DEBORAH RYAN, MRCC
CITY CLERK

CITY PLACE

June 2002

Signage Master Plan

Submitted to the
City of Creve Coeur

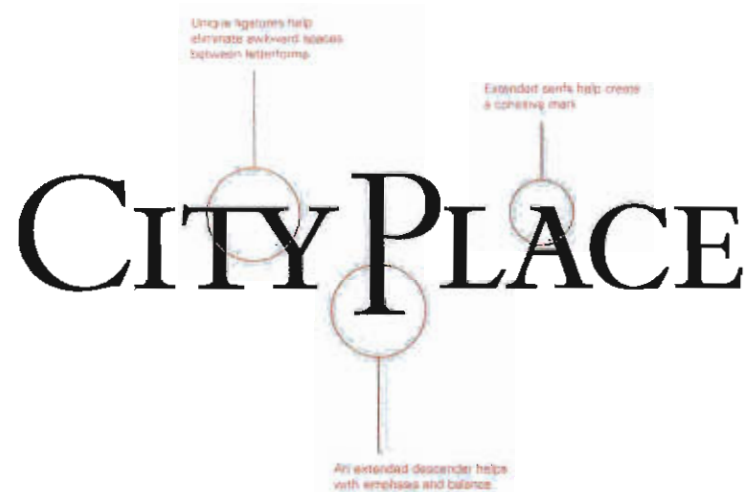
prepared by Kuhlmann Levitt, Inc.
for The Korman Group

Exhibit
1
4/10/11

	Page	
Section 1: Logo Description	1.1	A LOGO IS THE DEFINING VISUAL
	1.2	REFINING THE MARK
	1.3	A NOTE ON THE TYPE
	1.4	INCORRECT USAGE
Section 2: Existing Signs	2.1	EXISTING DISABLED PARKING SIGNS, SIGN TYPE A
	2.2	EXISTING RETAIL, SIGN TYPE B
	2.3	EXISTING STOREFRONT AND BUILDING ADDRESS SIGNS, SIGN TYPE C
	2.4	EXISTING DIRECTIONAL SIGNS, SIGN TYPE E
	2.5	EXISTING BUILDING, RETAIL AND CAMPUS MONUMENT SIGNS, SIGN TYPE F
	2.6	EXISTING TRAFFIC REGULATORY SIGNS, SIGN TYPE G
	2.7 - 2.8	EXISTING PARKING REGULATORY SIGNS, SIGN TYPE H
	2.9	EXISTING PARKING GARAGE REGULATORY, SIGN TYPE J1, J2, J3
	2.10	EXISTING BUILDING REGULATORY SIGNS, SIGN TYPE K
Section 3: Sign Location Plans	3.1	OVERALL SIGN LOCATION PLAN
	3.2 - 3.11	SIGN LOCATION BREAKOUTS
Section 4: Message Schedule	4.1	SIGN TYPE LIST- EXISTING AND NEW SIGNS
	4.2 - 4.4	SIGN MESSAGES OF EXISTING SIGNS
	4.5	SIGN MESSAGES FOR NEW SIGNS
Section 5: Sign Descriptions	5.1 - 5.26	SIGN TYPE DESCRIPTIONS/DRAWINGS FOR ALL NEW AND TRANSITIONAL SIGNS

CITY PLACE

A LOGO IS THE DEFINING VISUAL THAT CREATES AN IDENTIFIER BETWEEN YOU AND YOUR AUDIENCE. Your unique brand separates your company from the others around you. By setting graphic standards and holding to them, you are successfully building a more easily recognizable brand; forming a familiarity of your mark through visual repetition. The following guidelines help secure that your specific logo and branding identity will be used correctly and, therefore, effectively in all applications.



REFINING THE MARK

This updated CityPlace logo refines the existing mark with several small, yet significant changes. Within the mark, letterforms and serifs have been subtly skewed and pulled in order to create a cohesive, purely typographic identifier. For example, the formation of a unique ligature between the "T" and "Y" in *City* minimizes the awkward space normally made by the letterforms and allows the word spacing of both *City* and *Place* to visually work together. Also, the extended descender on the "P" in *Place* gives balance to the mark and reflects the architectural embellishment found on Building 3.



Bembo Expert (Primary Typeface)

A B C D E F G H I J K L M N
O P Q R S T U V W X Y Z
A B C D E F G H I J K L M N O P Q R
S T U V W X Y Z 1 2 3 4 5 6 7 8 9 0

Univers 45 Light (Secondary Typeface)

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
a b c d e f g h i j k l m n o p q r s t u v w x y z 1 2 3 4 5 6 7 8 9 0

A NOTE ON THE TYPE

CityPlace has both a primary and secondary typeface. The primary typeface, Bembo Expert, is a titling face (only upper case), and is used in main headings. The secondary typeface, Univers 45 Light, creates a non-competing companion to the main type and can be used for setting body copy. Both faces were picked for their square proportions: the clean lines and sharp corners mimicking the building architecture and supporting the theme of the repeating forms throughout the complex.

CITYPLACE

Manipulate or distort

CITY
PLACE

Reposition type

CITYPLACE

Substitute font

CITYPLACE

Add shadow or other 3D effect

INCORRECT USAGE

In order to establish and maintain a professional association with CityPlace and the corporate identity, the rules and regulations set up in the previous pages must be followed without exception. Please keep the integrity of the mark in all applications and allow the brand to work for you. Above are a few examples of ways in which the logo must NOT be altered or changed.













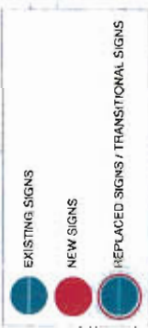
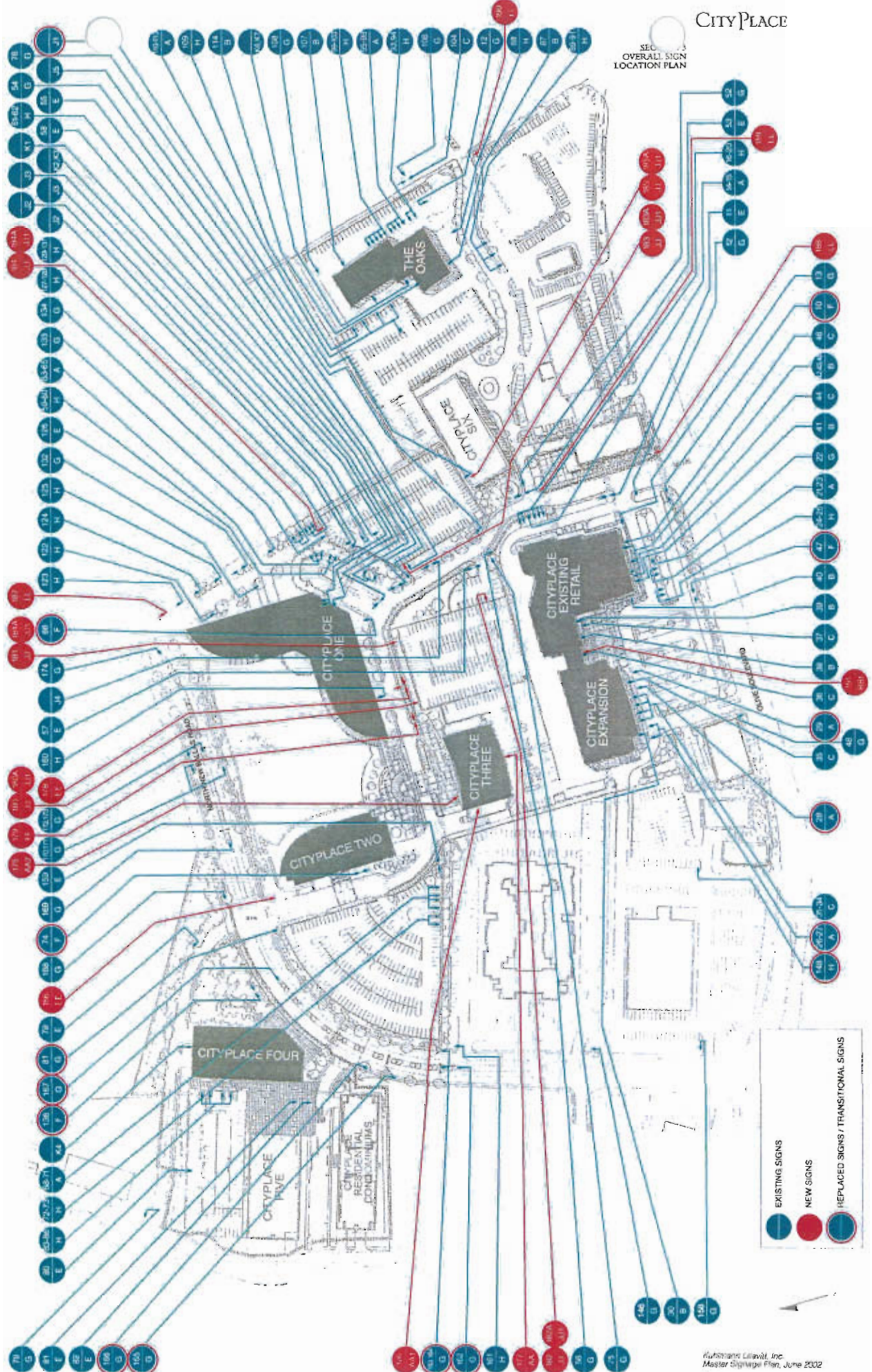




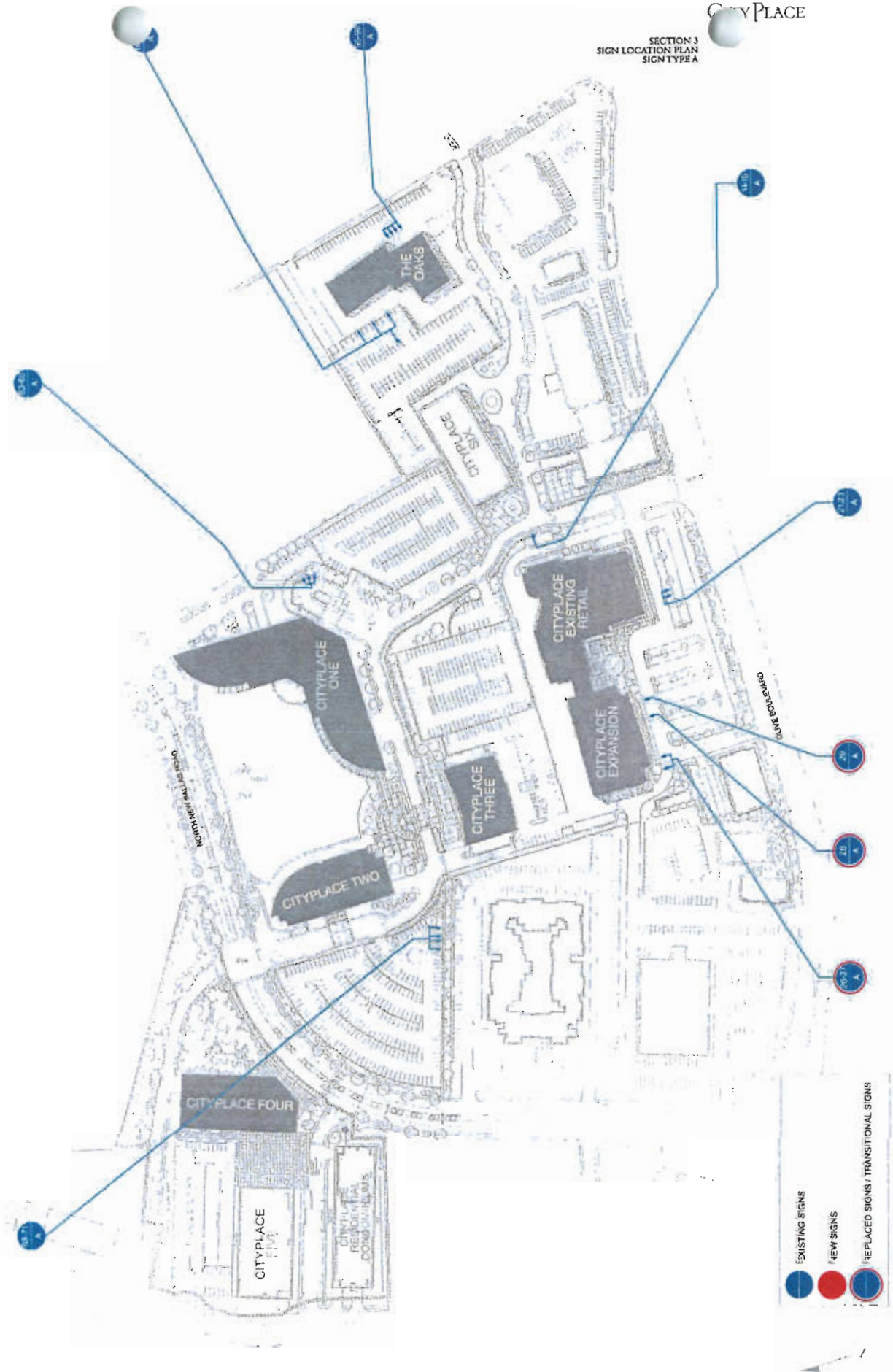


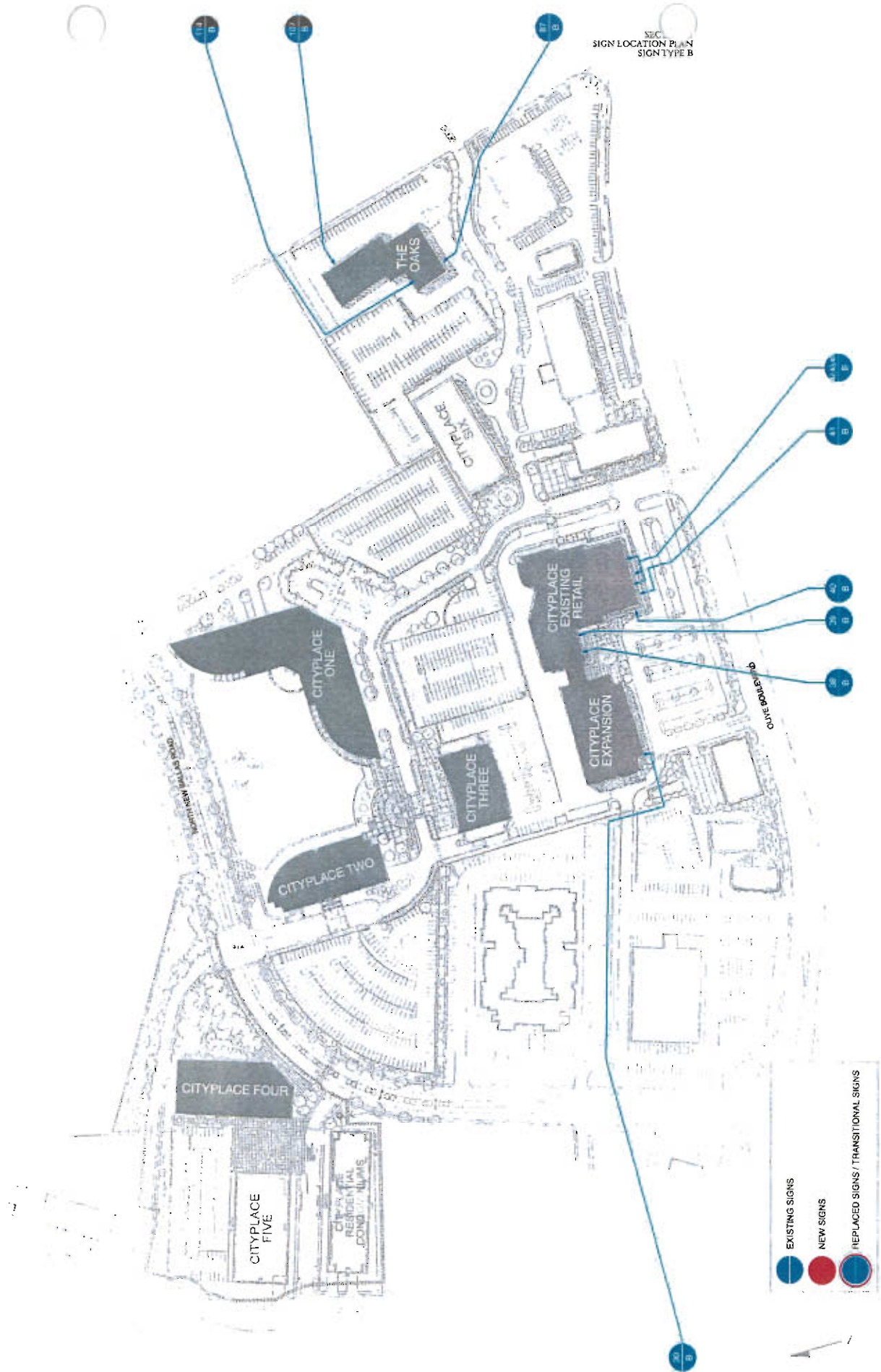


SECTION 3
OVERALL SIGN
LOCATION PLAN

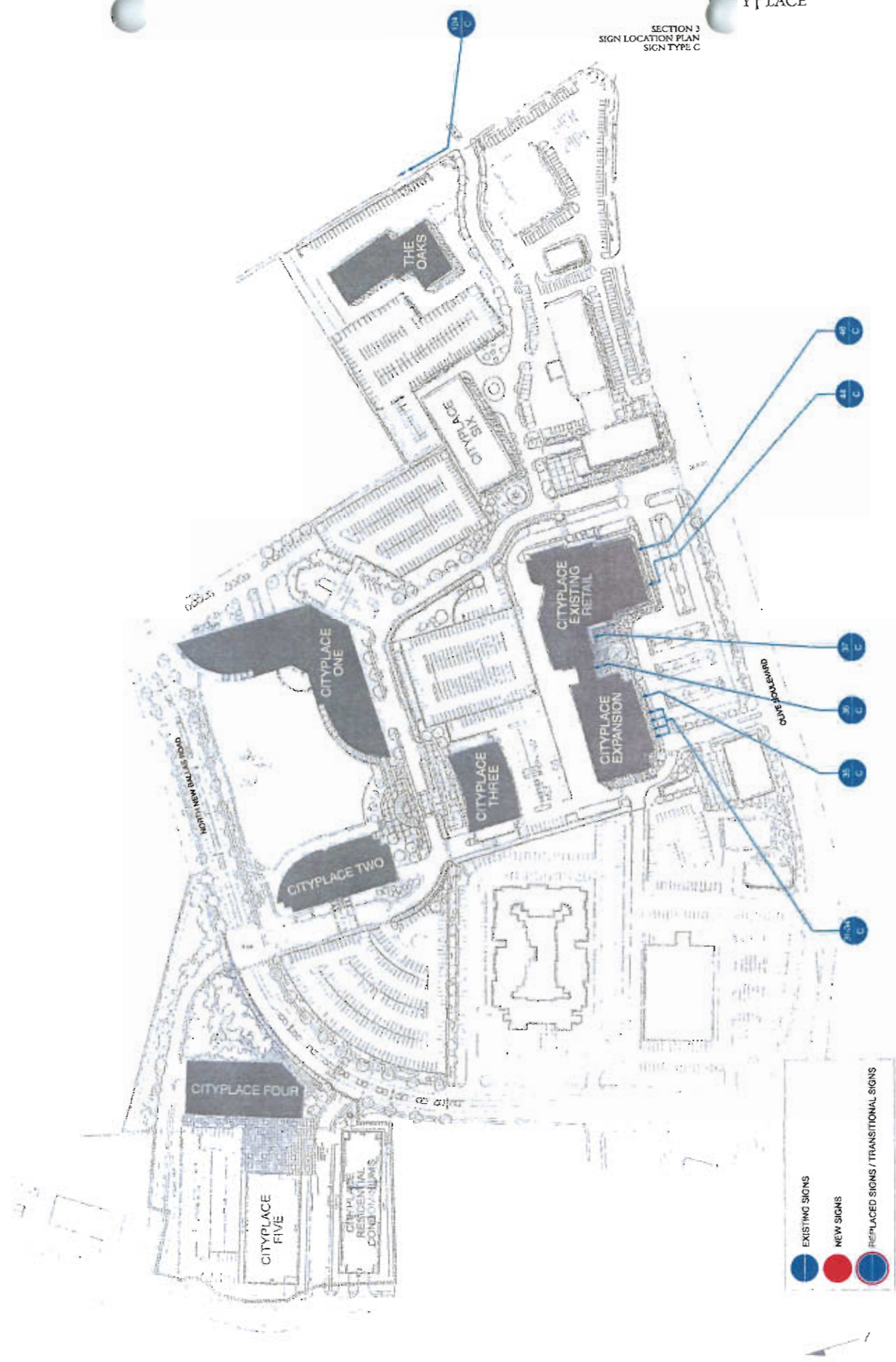


SECTION 3
SIGN LOCATION PLAN
SIGN TYPE A

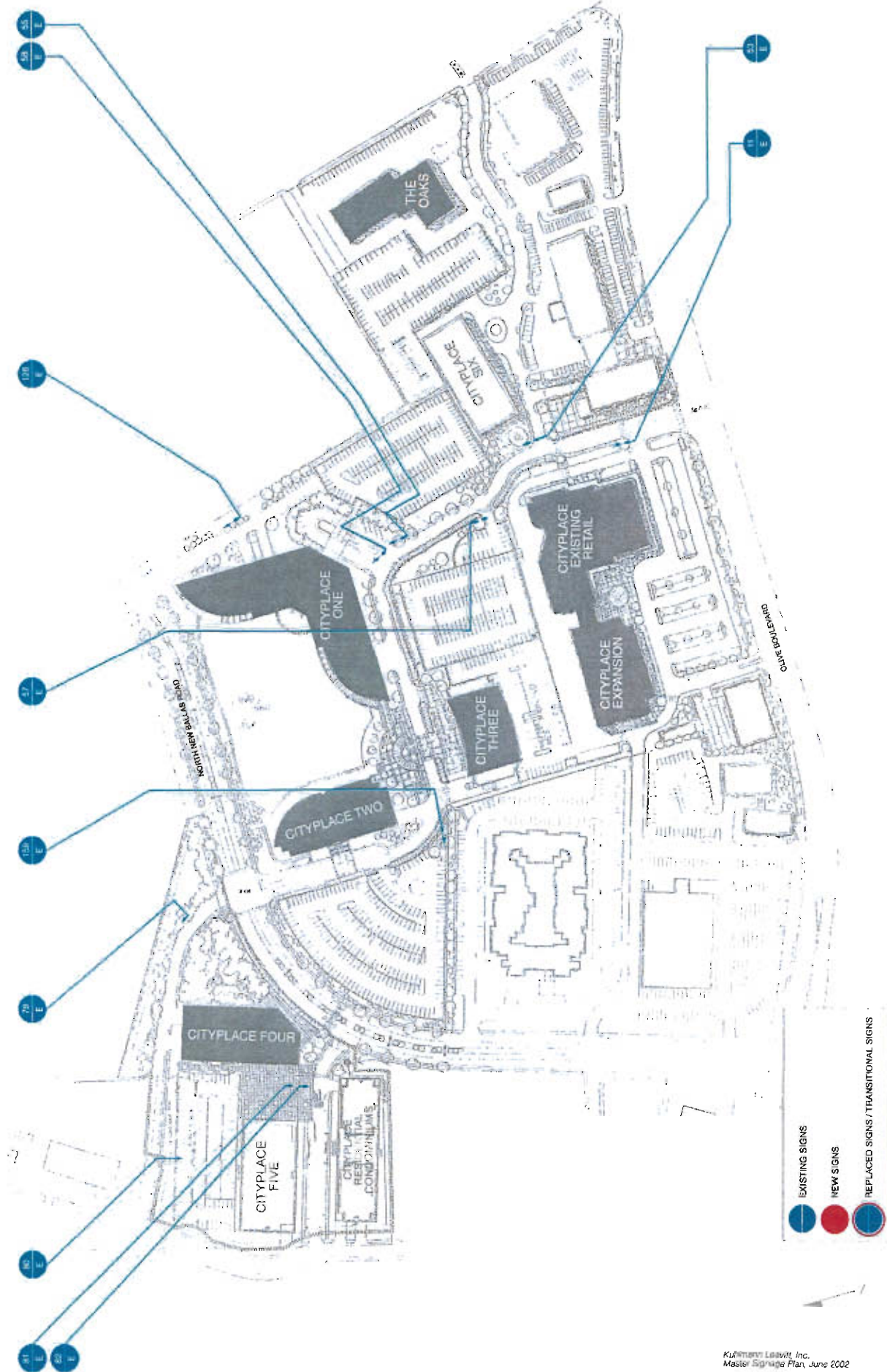


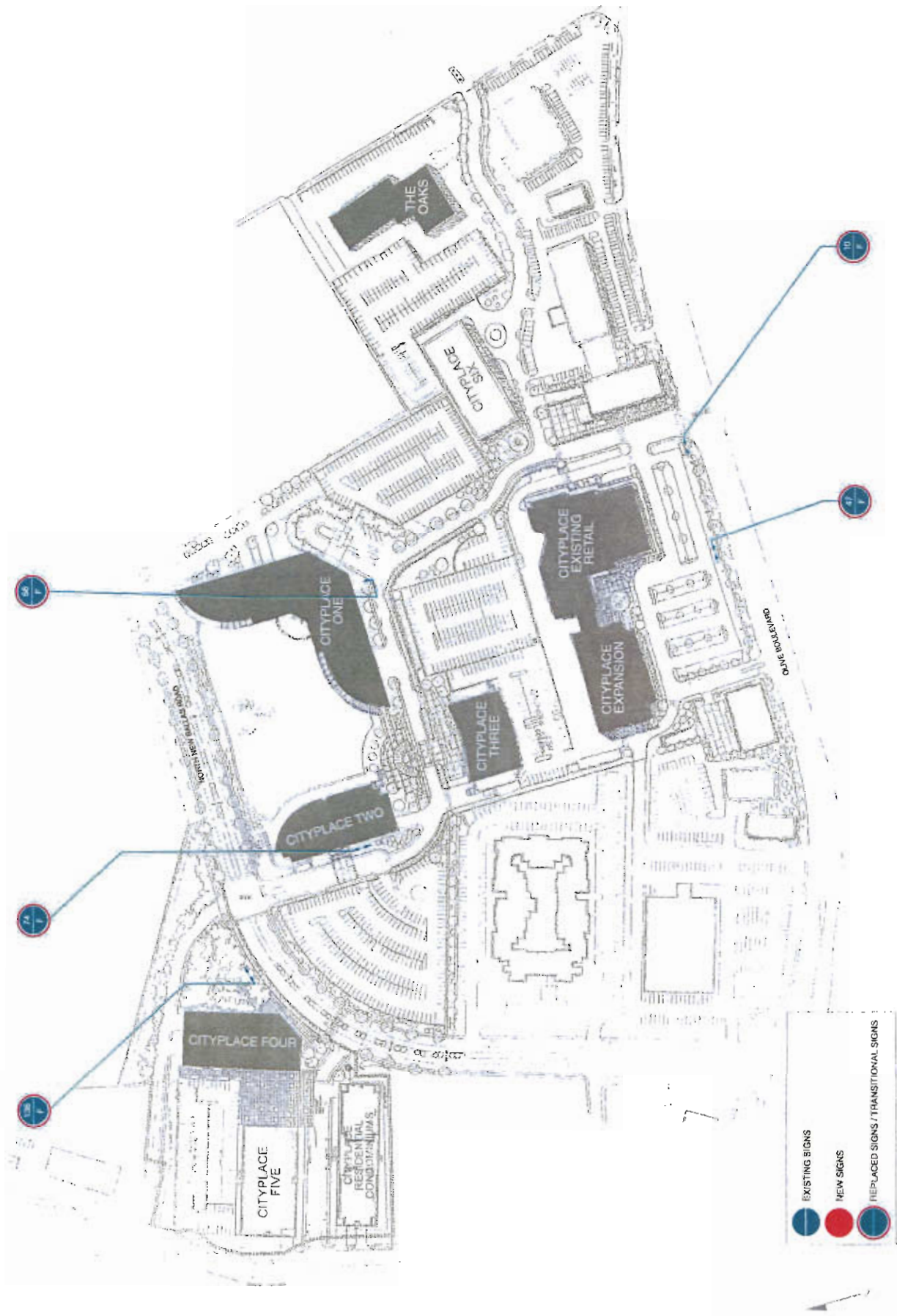


SECTION 3
SIGN LOCATION PLAN
SIGN TYPE C

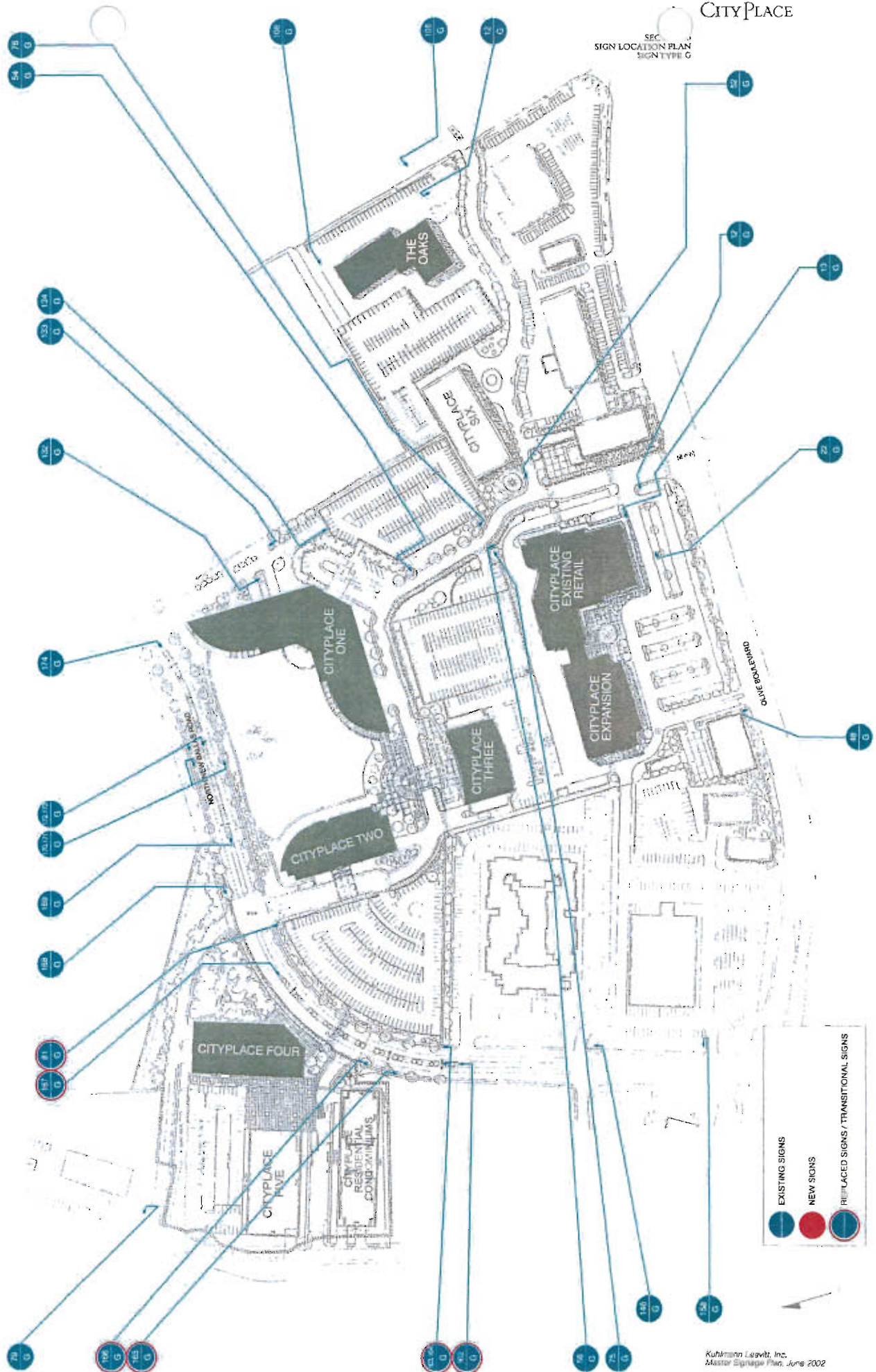


SEC
SIGN LOCATION PLAN
SIGN TYPE E



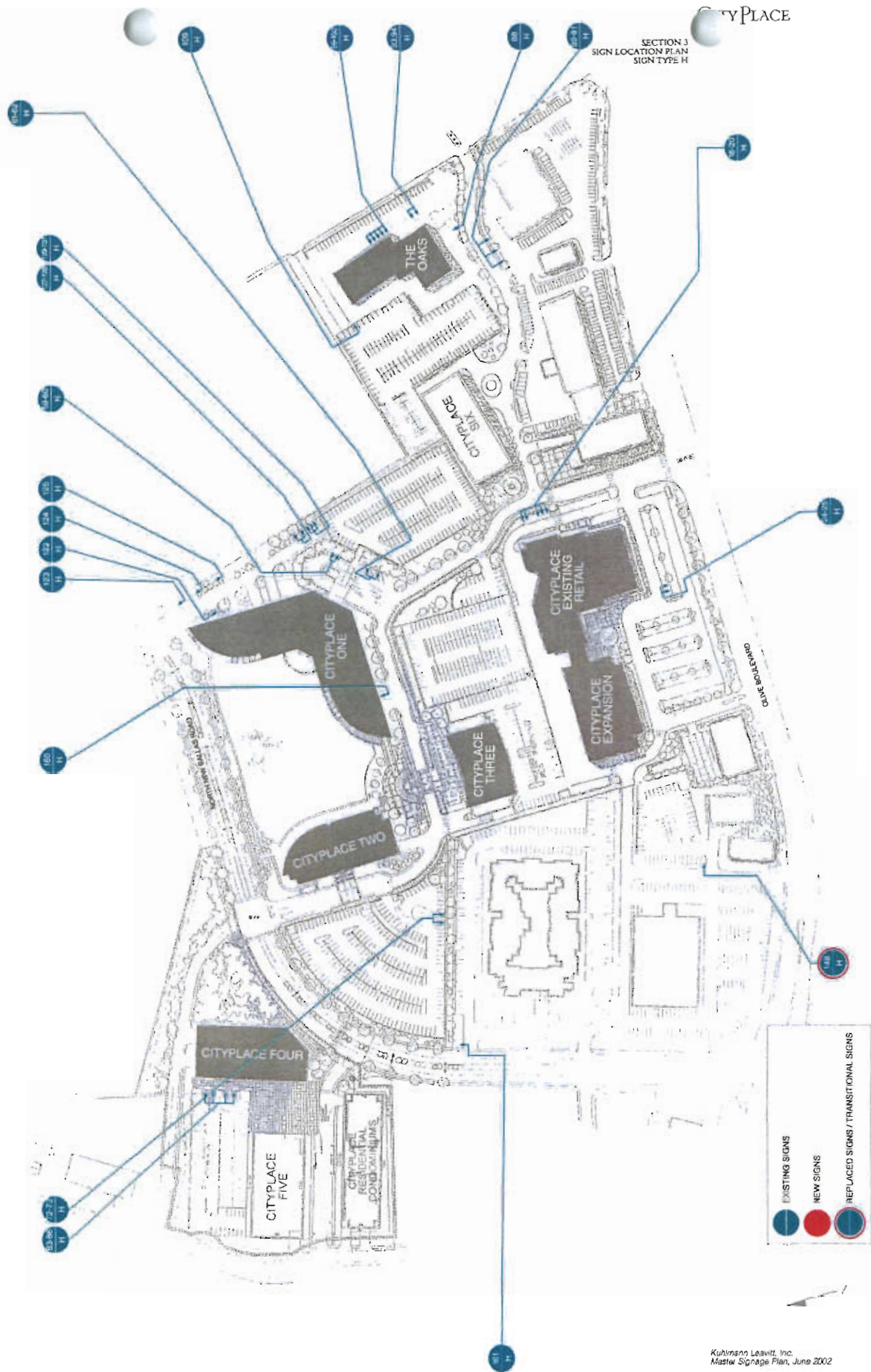


SEC.
SIGN LOCATION PLAN
SIGN TYPE G

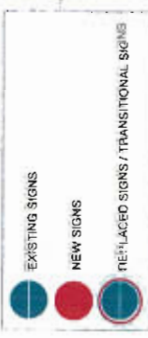
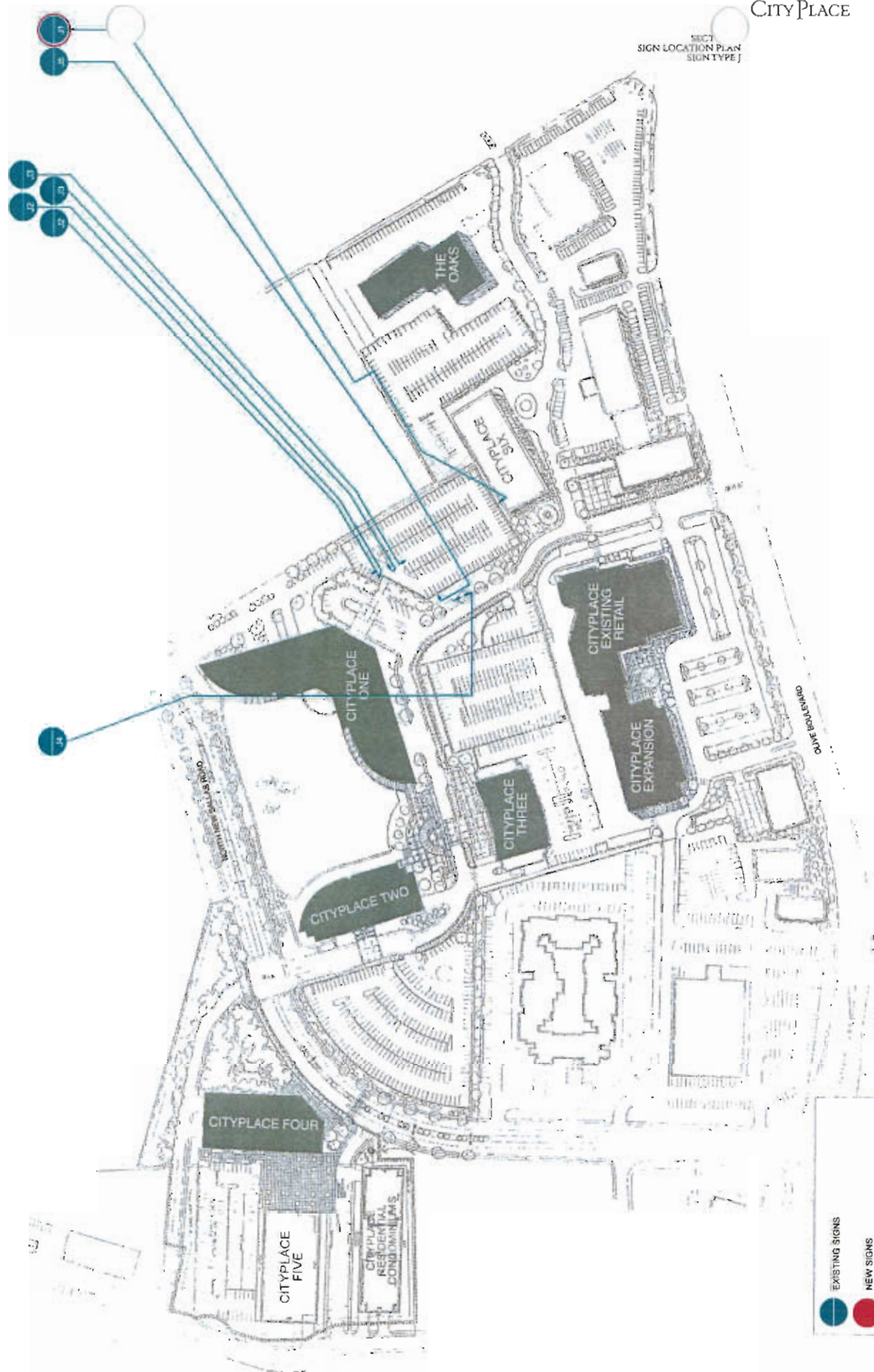


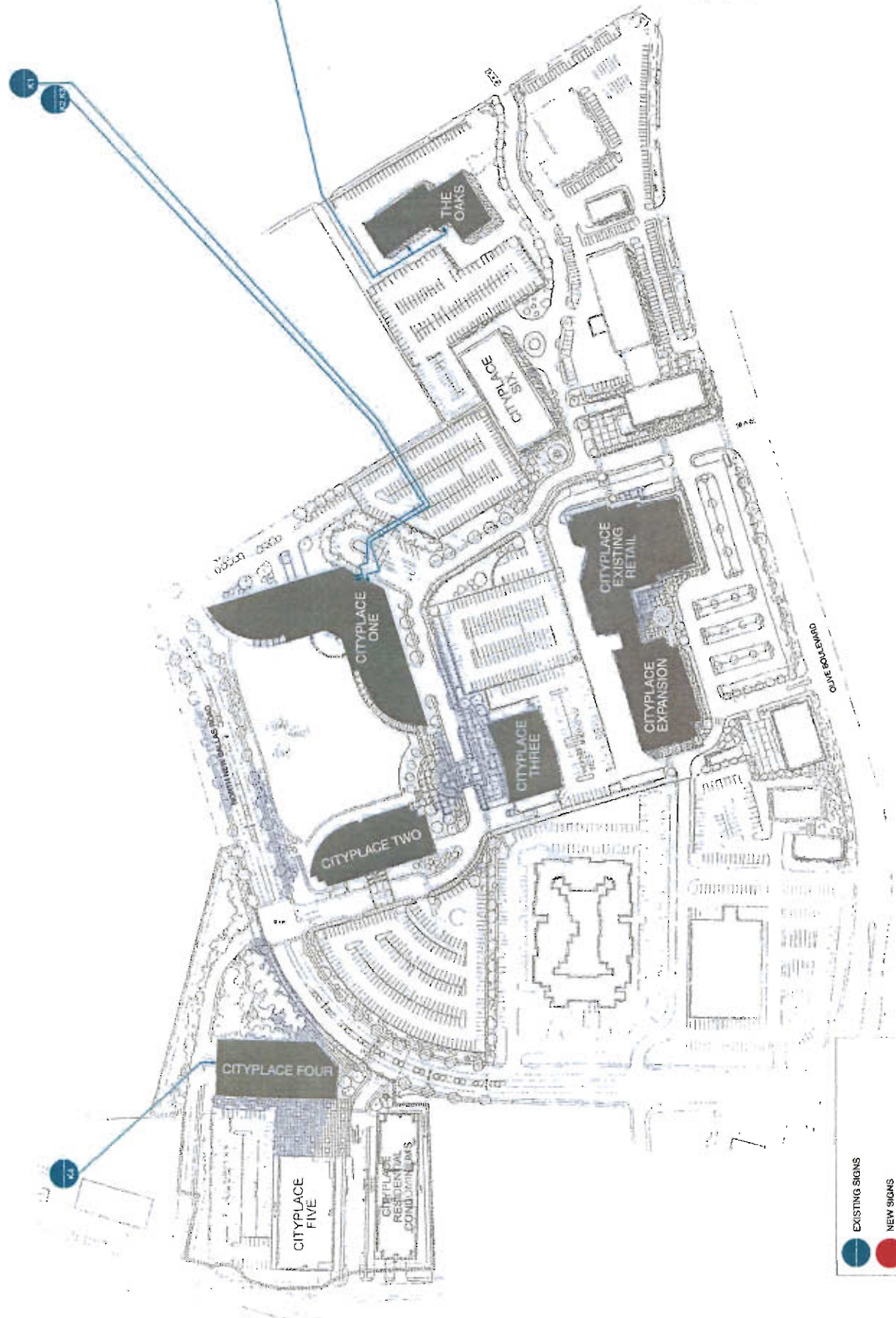
EXISTING SIGNS
NEW SIGNS
REPLACED SIGNS / TRANSITIONAL SIGNS

SECTION 3
SIGN LOCATION PLAN
SIGN TYPE H

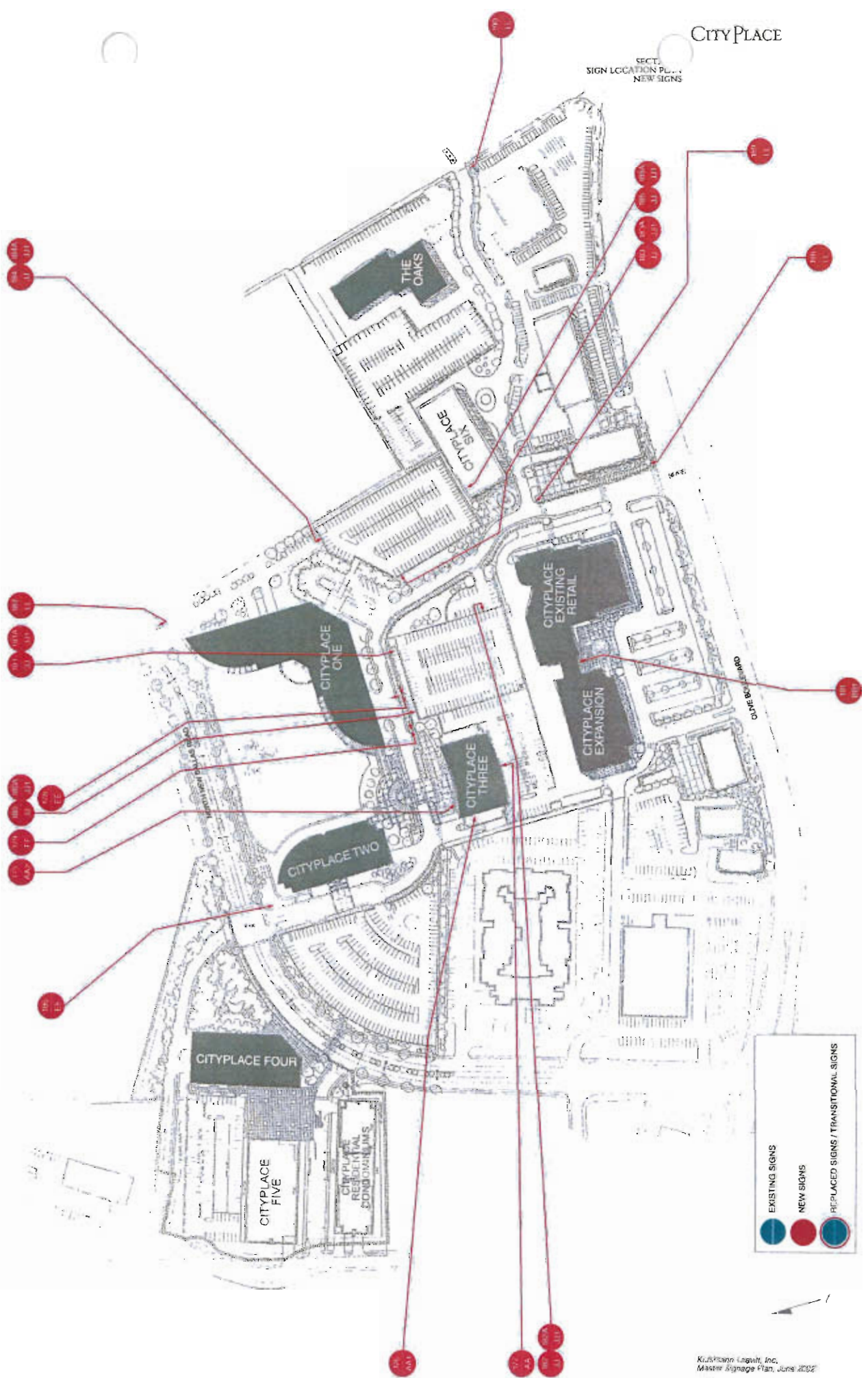


SECT
SIGN LOCATION PLAN
SIGN TYPE J





SECT.
SIGN LOCATION PLAN
NEW SIGNS





sign type

A	HANDICAP
B	RETAIL
C	BUILDING ADDRESS
E	CAMPUS DIRECTIONAL
F	CITYPLACE MONUMENT IDENTITY
G	TRAFFIC REGULATORY
H	PARKING REGULATORY
J	PARKING FACILITIES
X	BUILDING REGULATORY

EXISTING SIGNS

AA	CAMPUS MAIN IDENTITY ON CITY PLACE 3, SOUTH FACE
AA1	TENANT IDENTITY ON CITY PLACE 3, WEST FACE
AA2	TENANT IDENTITY ON CITY PLACE 3, NORTH FACE
BB	RETAIL
BB1	RADIO STATION TENANT RETAIL
EE	CAMPUS DIRECTIONAL
FF	CAMPUS, RETAIL AND BUILDING MONUMENT
GG	TRAFFIC REGULATORY
HH	PARKING REGULATORY
JJ	PARKING FACILITY ENTRY/EXIT IDENTITY
JJ1	PARKING FACILITY CLEARANCE HEIGHT
JJ2	PARKING FACILITY INTERIOR LOCATION IDENTIFIER
JJ3	PARKING FACILITY INTERIOR REGULATORY
KK	BUILDING REGULATORY
LL	STREET NAME IDENTIFICATION
MM	LEASING INFORMATIONAL
NN	CITY PLACE 3 INTERIOR TENANT IDENTIFICATION
NN1	CITY PLACE 3 INTERIOR AMENITIES IDENTIFICATION
NN2	CITY PLACE 3 INTERIOR RESTROOM IDENTIFICATION

PROPOSED NEW SIGNS

	NUMBER	SIGN TYPE	MESSAGE	DESCRIPTION
EXISTING SIGNS	10	F	CITYPLACE CAMPUS MONUMENT	Black & white granite with silver metal type and logo element, 2 sided
	11	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	12	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters, old
	13	G	TRAFFIC - "Stop for Pedestrian"	White rectangular with red letters
	14	A	HANDICAP	Blue sign, white letters/symbol
	15	A	HANDICAP	White stencil on asphalt
	16	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	17	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	18	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	19	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	20	H	PARKING - "Metro Imaging parking only"	White sign with black letters corresponding stencil on asphalt
	21	A	HANDICAP	Blue sign, white letters/symbol, white stencil on asphalt
	22	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters, old
	23	A	HANDICAP	Stencil on asphalt
	24	H	PARKING - "Creve Coeur parking only"	White rectangular sign blue/black letters/arrow on black pedestal
	25	H	PARKING - "Creve Coeur parking only"	White rectangular sign blue/black letters/arrow on black pedestal
	26	A	HANDICAP	blue stencil on asphalt
	27	A	HANDICAP	blue stencil on asphalt
	29	A	HANDICAP	blue stencil on asphalt
	31	C	ADDRESS	White vinyl numbers (light typeface) on glass
	32	C	ADDRESS	White vinyl numbers (light typeface) on glass
	33	C	ADDRESS	White vinyl numbers (light typeface) on glass
	34	C	ADDRESS	White vinyl numbers (light typeface) on glass
	35	C	ADDRESS	White vinyl numbers (light typeface) on glass
	36	C	ADDRESS	White vinyl numbers (light typeface) on glass
	37	C	ADDRESS	White vinyl numbers (bold typeface) on glass
	38	B	RETAIL - "Kinko's"	White 3D letters on building, internally illuminated
	39	B	RETAIL - "Kinko's"	White 3D letters on building, internally illuminated
	40	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	41	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	42	B	RETAIL - "Creve Coeur Camera"	White 3D letters on building, internally illuminated
	43	B	RETAIL - "Creve Coeur Camera"	Red vinyl letters on glass
	44	C	ADDRESS	White vinyl numbers (chunky typeface) on glass
	45	B	RETAIL - "Provisions"	White/Red 3D letters on building, internally illuminated
	46	C	ADDRESS	White vinyl numbers (long typeface) on glass
	47	F	CITYPLACE RETAIL MONUMENT	Black & white granite with silver metal type, 2 sided
	48	G	TRAFFIC - "Stop"	Red hexagon sign with white embossed letters
	52	G	TRAFFIC - "Stop"	Red hexagon sign with white letters
	53	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	54	G	TRAFFIC - "Stop"	Black box panel with red/white, letters/symbol
	55	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	56	G	TRAFFIC - "Stop"	Black box panel with red/white, letters/symbol
	57	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated
	58	G	DIRECTIONAL - "One way"	White square sign with blue letters/arrow
	59	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	60	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	61	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	62	H	PARKING - "Visitor One Hour Max"	White rectangular sign with black letters
	63	A	HANDICAP	Blue sign, white letters/symbol
	64	A	HANDICAP	Blue sign, white letters/symbol
	65	A	HANDICAP	Blue sign, white letters/symbol
	66	F	CITYPLACE ONE BUILDING MONUMENT	Black & white granite with silver metal type - 1-sided
	67	E	DIRECTIONAL	Black box with white letters and arrows, 2-sided, internally illuminated

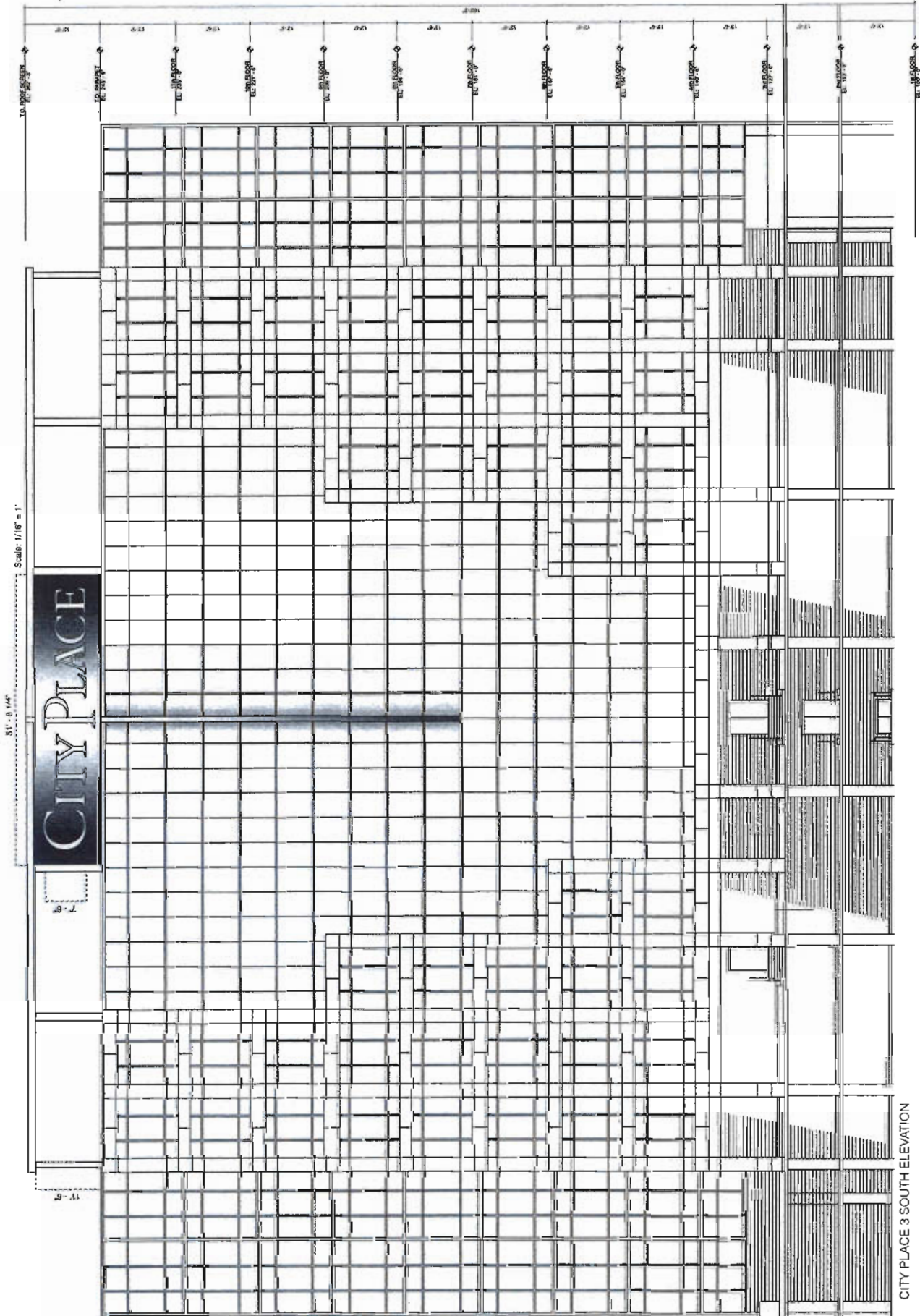
	NUMBER	SIGN TYPE	MESSAGE	DESCRIPTION
PROPOSED NEW SIGNS	175	AA2	LOCKTON (logo)	dimensional letters and suspended logo at 3rd floor level of south face CP3
	176	AA1	Microsoft	Internally illuminated letters on west face of CityPlace 3
	177	AA	CITYPLACE	Curved sign panel at parapet level of north face of CityPlace 3
	178	EE	(west face): Visitor Parking City Place 3 (arrow right) City Place 1 (arrow up) Retail Shops (arrow up) (south face): Visitor Parking City Place 3 (arrow straight) (east face): City Place 1 Loading Dock (arrow right) City Place 3 Visitor Parking (arrow left)	Cube sign, 3 sided messages
	179	FF	CityPlace (logotype) 3 (list of tenants)	Large Cube with logo, large numeral and building tenant list
	180	JJ	City Place 3 Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	180a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	181	JJ	City Place 1 West Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	181a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	182	JJ	Nextel Visitor Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	182a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	183	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	183a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	184	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	184a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	185	JJ	City Place 1 East Parking Exit (symbol) Enter (symbol)	Plaque signs mounted to fascia above garage entry
	185a	JJ1	CLEARANCE (dimensions) this is not a test bar	Headache bar at garage entry
	186	EE	(south face all arrow up): City Place 1 City Place 2 City Place 3 (west face): City Place 1 (arrow right) City Place 2 (arrow right) City Place 3 (arrow right) City Place 4 (arrow left) (east face): City Place 1 (arrow left) City Place 2 (arrow left) City Place 3 (arrow left) City Place 4 (arrow right) (north face): City Place 4 (arrow up)	Cube sign, 4 sided messages
	187	GG	STD/P Replaces sign 135	square tube post, standard DOT sign face
	188	LL	City Place Dr. Olive Blvd.	square tube post, blade with street names
	189	LL	City Place Dr. (name of street)	square tube post, blade with street names
	190	LL	(name of street) (name of street)	square tube post, blade with street names
	191	BB1	(Radio Station logos)	aluminum layered radio station logos mounted to substrate

Sign consists of support and mounting hardware, building "fin" etc.

aluminum sign panel with backlit letters; sign fabricator to be responsible for engineering of all structural elements; adhesive of all elements as needed to meet windload and weight requirements; all fasteners, electrical wiring transformers to be concealed from view; radius of sign panel to be sufficient to wrap around existing building and to make sufficient contact with rooftop support elements and contain all lamps required for even white illumination; illumination to be "soft" and warm, specific lighting specifications to be determined.

CITYPLACE

SEC 1
SIGN TYPE 4A
CAMPUS MAIN IDENTIFICATION
CITY PLACE 3 SOUTH FACE



Kulmann Lesvitt Inc.
Signage Master Plan, June 2002



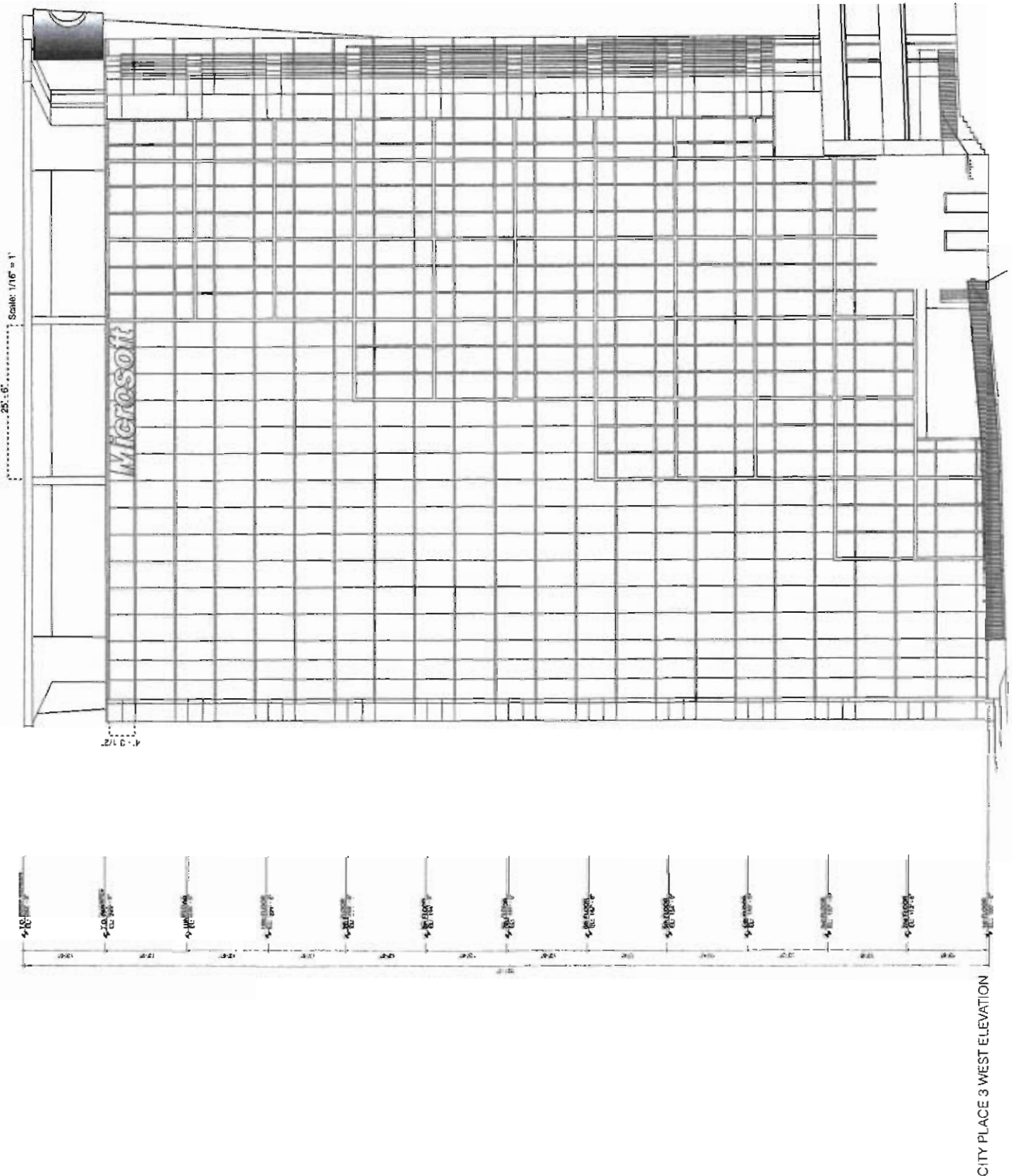
CITY PLACE

CITY PLACE 3 SOUTH ELEVATION

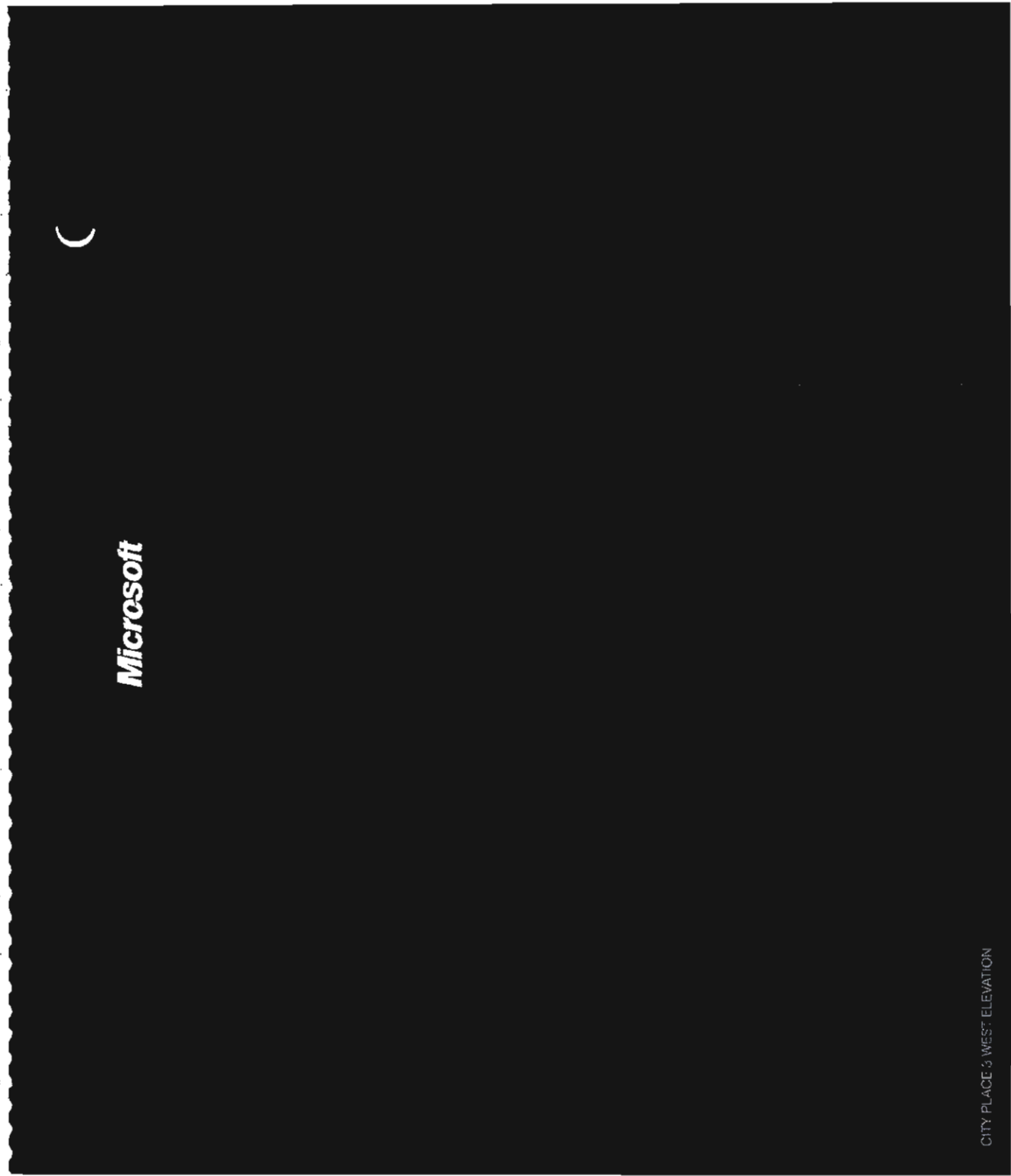


Sign consists of internal illuminated dimensional letters mounted to building face as shown, letters to be 6" thick. Letters to be faced with incandescent at night; exact specifications for engineering of all structural support and anchoring/filler/adhesive of mounted elements as needed to meet windload and weight requirements; all fasteners to be invisible to viewer;

SECTION 3
SIGN TYPE AA2
TENANT IDENTIFICATION
CITY PLACE 3 WEST FACE



SECTION
SIGN TYPE BB
SELECT TENANT IDENTIFICATION
CITY PLACE 3 WEST FACE, NIGHTVIEW



Sign consists of 1'-9 1/2" ht x 3" depth painted aluminum dimensional letters, color glass back sign also consist of logo spandrel element that suspend between columns at building entry. Logo spandrel support and anchoring/adhesive of suspended elements color: sign fabricator to be responsible for engineering of all structure support and anchoring/adhesive of suspended elements as needed to meet windload and weight requirements, all fasteners to be rivets to view.

SECTION 5
SIGN TYPE A2
TENANT IDENTIFICATION
CITY PLACE 3 NORTH FACE

1'-9 1/2" 4'-2 1/8"

Scale: 1/16" = 1'

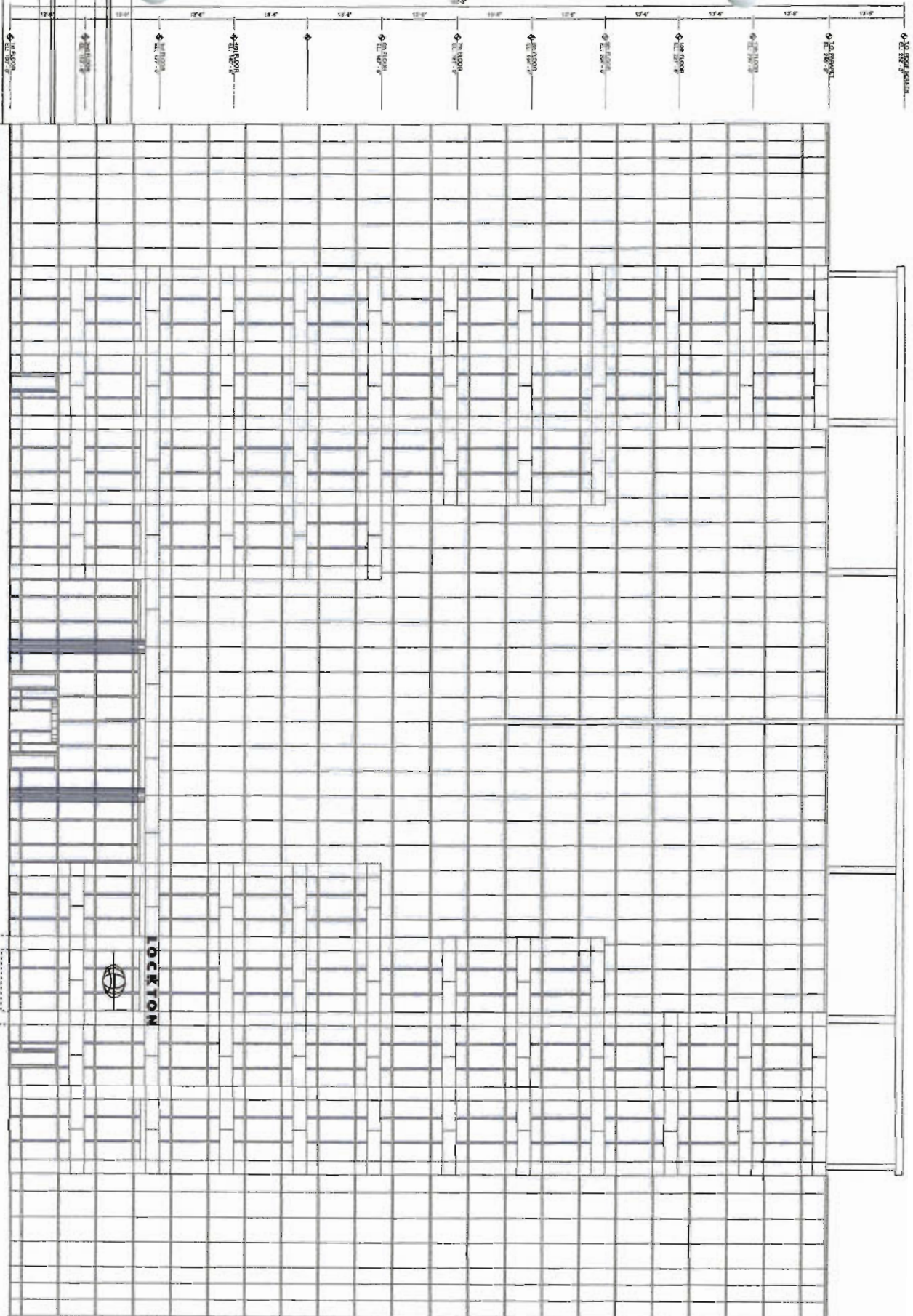
10'-10 1/2"

1'-8"

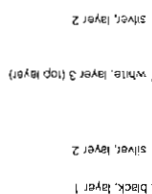
LOCKTON



CITY PLACE 3 NORTH ELEVATION





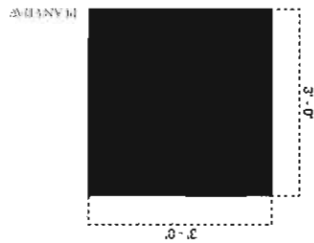
[illegible]

SIGN TYPE BBI
RADIO STATION TENANT RETAIL IDENTIFICATION

SIGNTYPE IS
NEW SITE DIRECTIONAL
Eventually will replace all Sign Type B directional

NOT IN L.B.N. 18-101

Sign consisting of 3' x 6' x 3' cube to be painted color black; messages fabricated from this aluminum

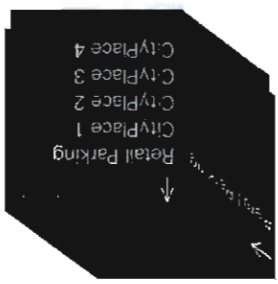


ANAL. Calcd for $C_{10}H_{12}N_2O_2$: C, 66.67%; H, 6.67%; N, 16.67%. Found: C, 66.5%; H, 6.5%; N, 16.5%.

scale 1/2' = 1'



1451 RD 17th NW, AL



ANON 1116

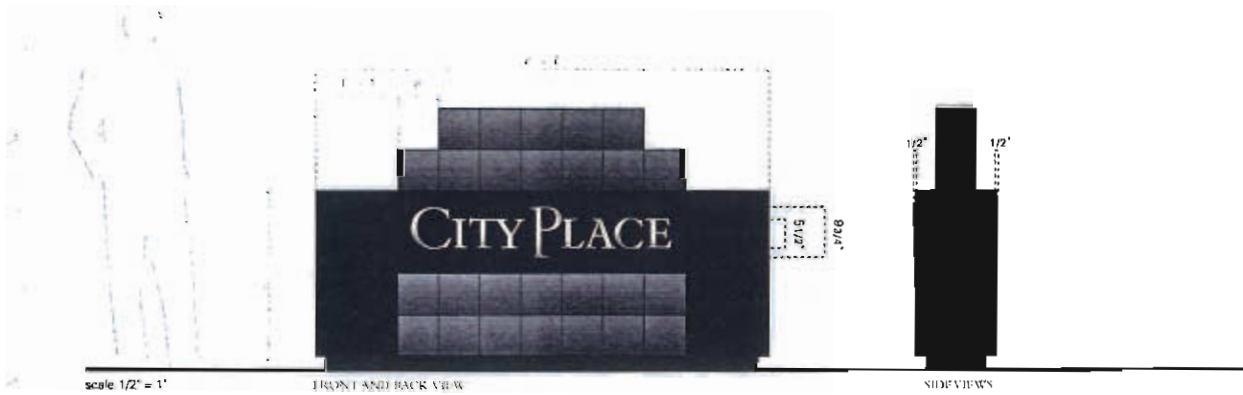
SIGN TYPE F #10
TRANSITIONAL CAMPUS MONUMENT
Eventually will be replaced by Sign Type FF
(see following page of this document)

Existing Campus Monument sign with removed old logo, both sides; replace logo with 9 3/4" ht. x 1/2" thick stainless steel new logotype, both sides; stud mount new logotype flush to monument face; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible

DESCRIPTION



PLAN VIEW



scale 1/2" = 1'

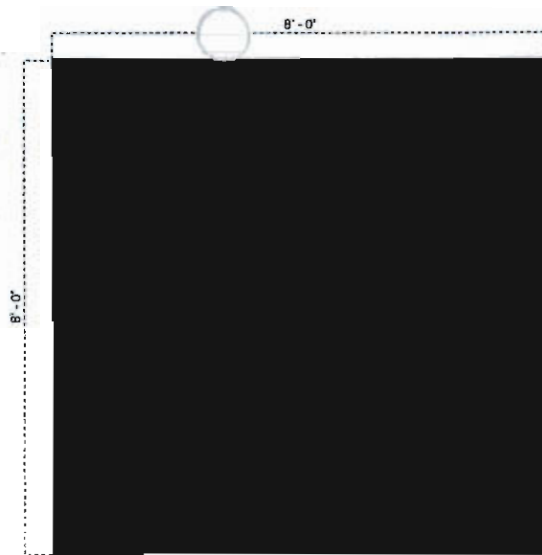
FRONT AND BACK VIEW

SIDE VIEWS



new logotype

existing structure

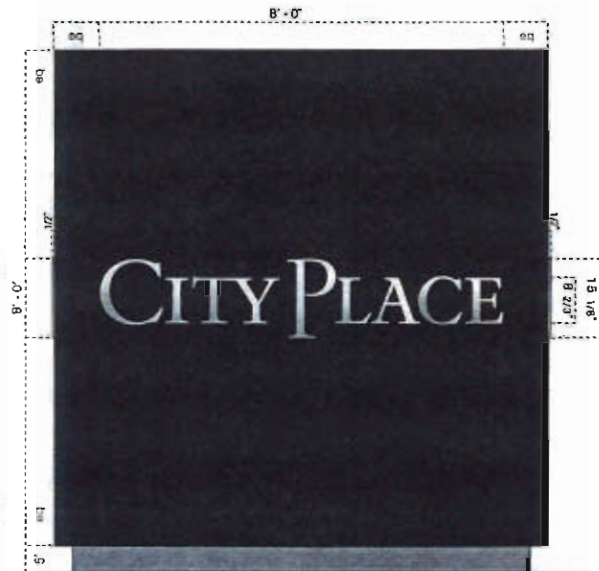


PLAN VIEW

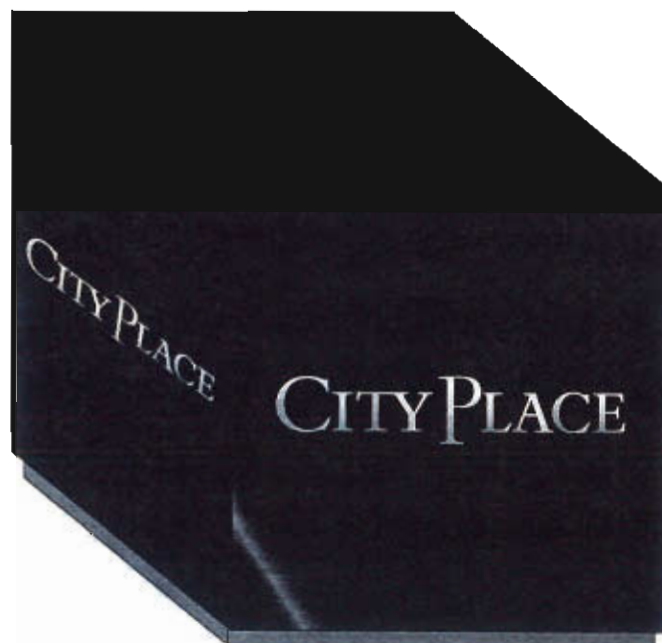
SIGN TYPE 1:
NEW CAMPUS MONUMENT
Eventually to replace sign #10 F
(see previous page of this document)

DESCRIPTION

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube, paint color black; top of cube to be other material to be determined; cube mounts onto a recessed 5" ht visible concrete base/footing; sign fabricator to be responsible for all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer; logotype to be silkscreened on back of glass before backpainting; minimal corner and edge treatment to be determined to address vulnerability of those conditions



FRONT, BACK AND SIDE VIEWS



AXON VIEW



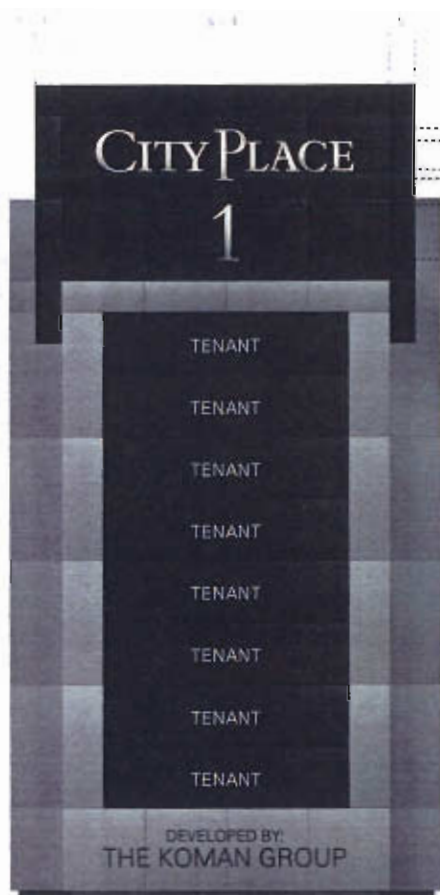
SIGN TYPE F #66 and #74
TRANSITIONAL BUILDING MONUMENT
Eventually to be replaced by Sign Type PF2
(see following page of this document)



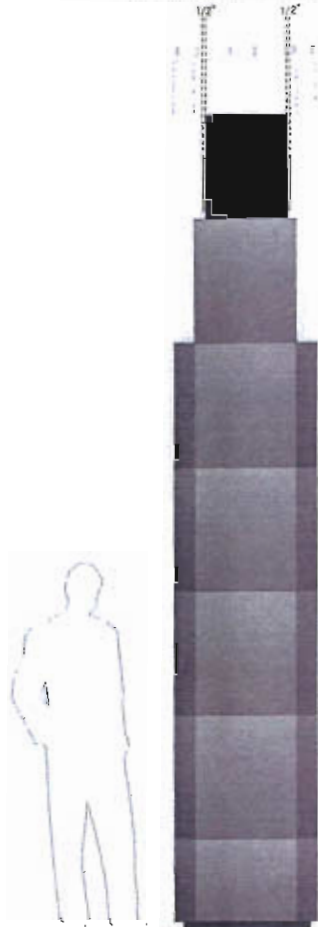
PLAN VIEW

Existing building monument signs; remove CityPlace one, two and four existing lettering; replace with new logotype and numerals 1, 2 and 4; logotype to be 1/2" thick x 9 3/4" ht. numerals to be 1/2" thick x 10 5/8" ht. stainless steel, #4 brushed finish; stud mount logotype and numeral flush to monument face as shown below; use adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible;

DESCRIPTION

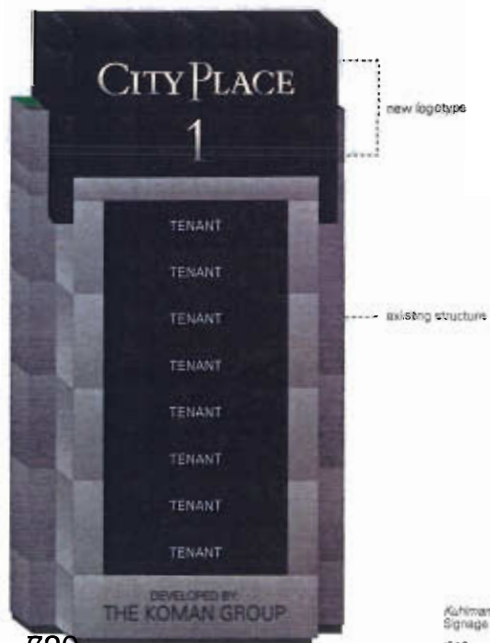


FRONT AND SIDE VIEW



SIDE VIEW DETAIL

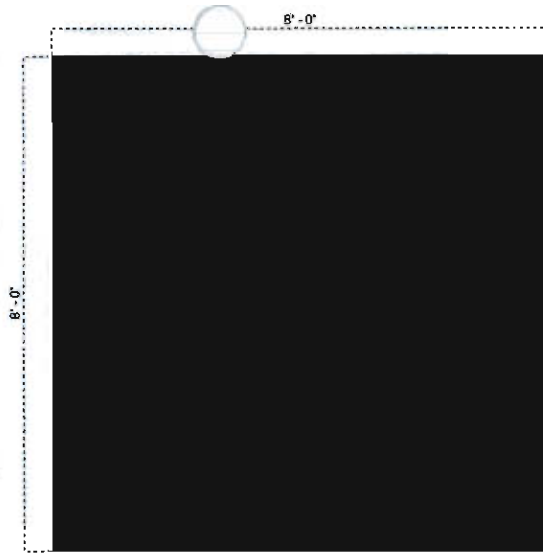
scale 1/2" = 1'



new logotype

existing structure

SIGNTYPE #2 A
NEW BUILDING MONUMENT
Eventually will replace Building Monument
for CityPlace 1, 2 and 4
(see previous page of this document)



PLAN VIEW

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube; paint color black; top of cube to be other material to be determined; cube mounts onto a 5" ht visible concrete base/footing; sign fabricator to be responsible for all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer; Sign front and back graphics silkscreened on back of glass before backpainting; Tenant graphics to be computer cut adhesive backed vinyl occur on outside of glass, 2 sides; minimal corner and edge treatment to be designed to address vulnerability of those conditions

DESCRIPTION



scale 1/2" = 1'

FRONT AND BACK VIEW



SIDE VIEW DETAIL



ISOMETRIC VIEW

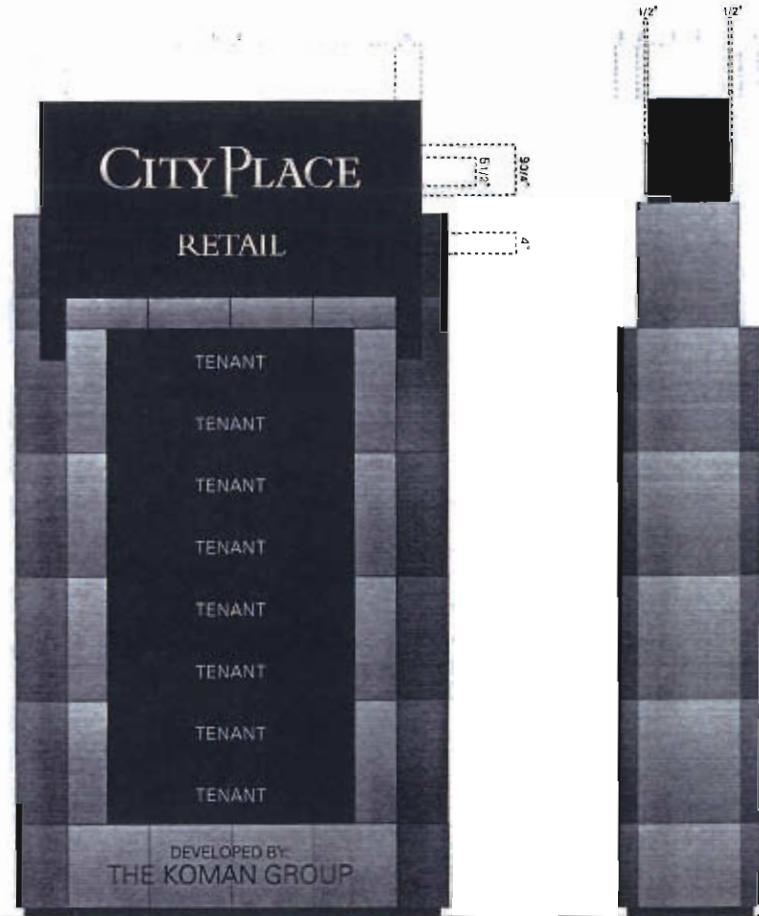
SIGN TYPE F-647
TRANSITIONAL RETAIL MONUMENT
Eventually will be replaced by Sign Type FF
(see following page of this document)



PLAN VIEW

Existing Retail Monument sign with removed old logo; replace old logo with 9 3/4" ht. x 1/2" thick stainless steel new logotype; stud mount new logotype flush to monument face; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible

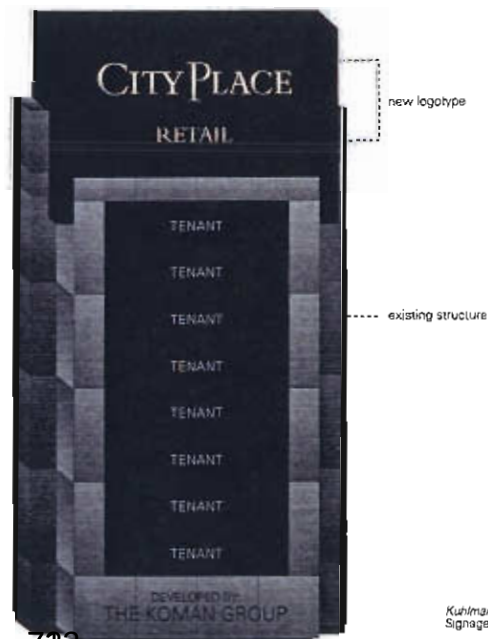
EXISTING RETAIL



scale 1/2" = 1'

ELEVATION AND BACK VIEW

BACK VIEW (REVERSE)



new logotype

existing structure

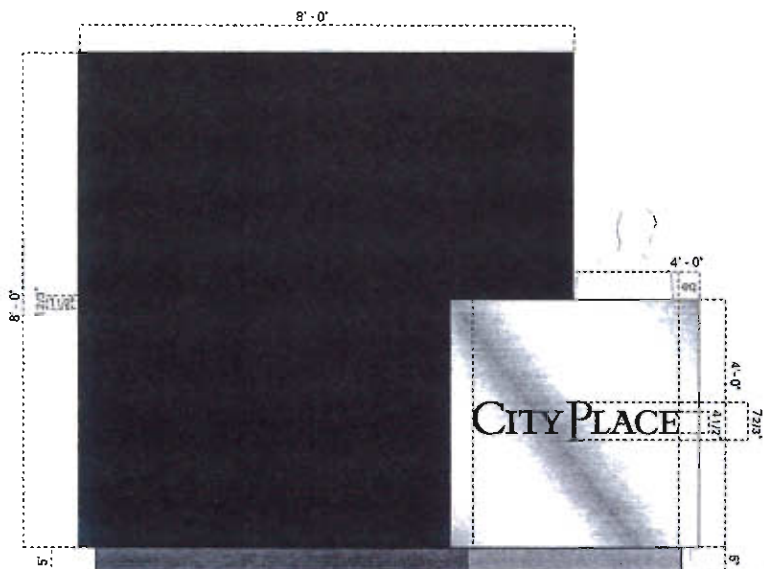
SIGN TYPE F
NEW RETAIL MONUMENT
Eventually will be replaced by Sign Type F
(see previous page of this document)

Sign consists of 8'-0" x 8'-0" x 8'-0" backpainted tempered glass cube; paint color black; top of cube to be other material to be determined; cube mounts onto a 5" ht visible concrete base/footing. Sign back graphics silkscreened on back of glass before backpainting; Tenant graphics to be computer cut adhesive backed vinyl occur on outside of glass, 2 sides; minimal corner and edge treatment to be designed to address vulnerability of those conditions; sign fabricator to be responsible for all engineering of all elements including internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer;

DESCRIPTION

Sign also consists of an adjoining 4' x 4' x 4' cube fabricated out of 1/4" thick aluco-bond type material; mounted to a 5" ht. concrete base; letters to be 1/2" thick aluminum painted black; letters mechanically mounted to cube face with concealed fasteners; sign fabricator to be responsible for all engineering of all elements including internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer;

PLAN VIEW



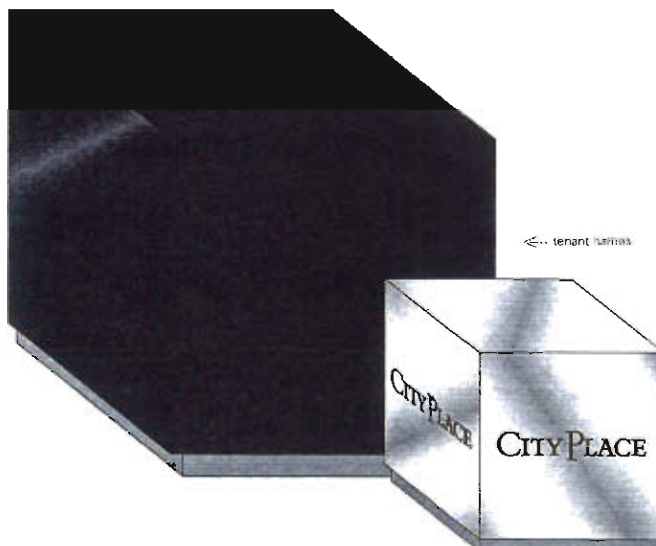
scale 1/2" = 1'

FRONT AND SIDE VIEW

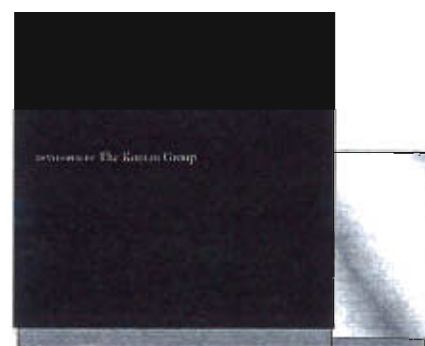


SIDE VIEW (RIGHT)

tenant names →



← tenant names

BACK VIEW
(PARALLEL TO SIDE)

← Logotype on 3 sides

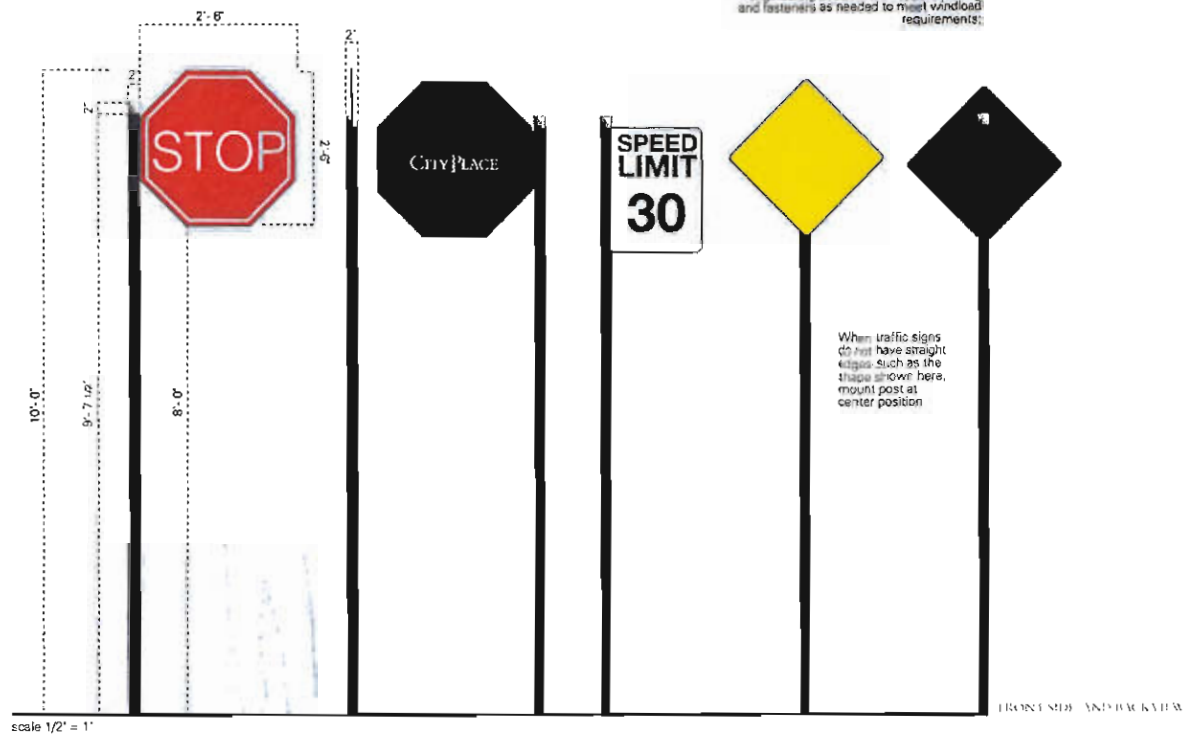
ADJOINING
CUBES (SIDE VIEW)



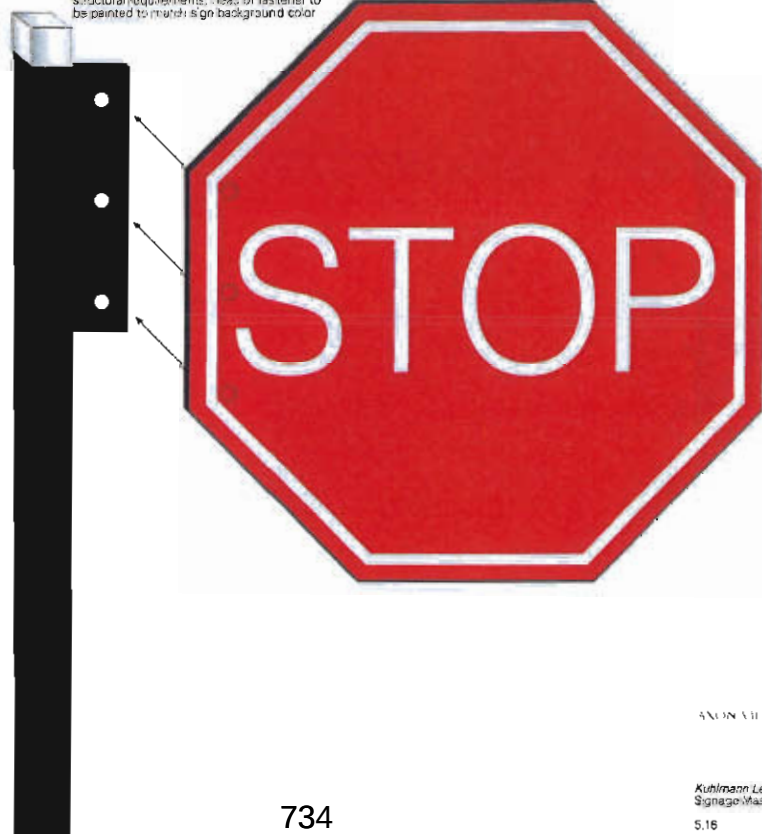
PLAN VIEW

Sign consisting of: standard DOT traffic message panels; backs of message panels to be painted black with computer cut adhesive backed vinyl logo, color white; post to be 2" square aluminum tube, painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as needed to meet windload and weight requirements; sign fabricator to be responsible for engineering all structural support, footing and fasteners as needed to meet windload requirements;

DESCRIPTION



tab welded to post center, top of tab aligned with bottom of "final" portion of post; standard DOT sign panels affix to tab with non-combustible fasteners, as minimal as possible, yet still meeting windload stress requirements; sign fabricator is responsible for engineering of all elements to meet structural requirements; nuts of fastener to be painted to match sign background color.



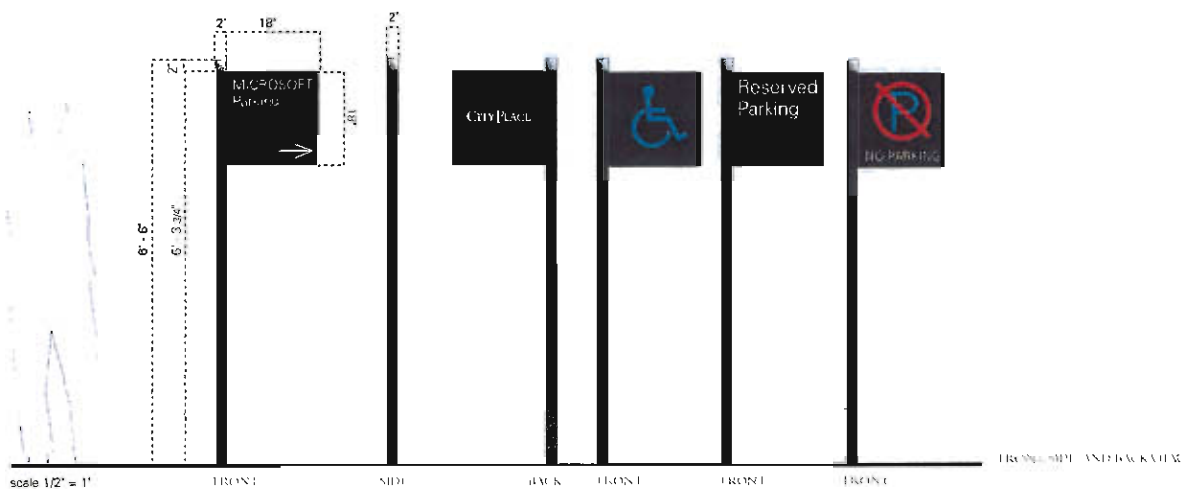
FRONT VIEW

SIGN TYPE
PARKING REGULATORY
Eventually will replace all Parking Regulatory

Sign consisting of 18" x 18" x 1/8" painted aluminum message panel; background color black; letters to be computer cut adhesive backed vinyl, one two or three colors to be determined; backs of message panels to be painted black with computer cut adhesive backed vinyl logo, color to be white; post to be 2" square aluminum tube, painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as required; sign fabricator to be responsible for engineering all structural support, loading and fasteners as needed to meet windload requirements;

DESCRIPTION

PLAN VIEW



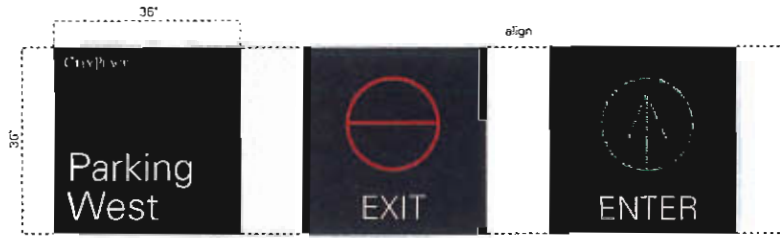
Par

W/ 1/2" SIZE OF 1/4"

ANYONE TO BE

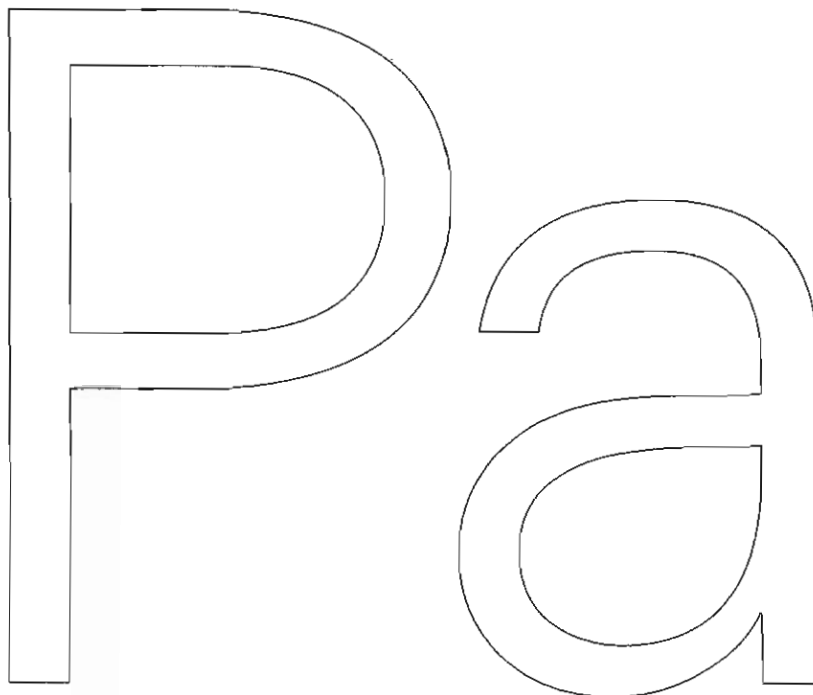


Plaque signs to be 18" x 36" x 36" aluminum panels painted black; lettering/arrows to be computer cut adhesive backed vinyl; colors - white, red, green as shown; plaque signs mount to exterior of parking facility above the ingress/egress on fascia; said mount plaques to garage wall fascia; sign fabricator responsible for engineering of all elements including stud length and diameter; adhesive filers and or any support elements necessary to meet windload and weight requirements; all anchors, fasteners to be concealed from viewer



scale 1/2" = 1'

FRONT VIEW



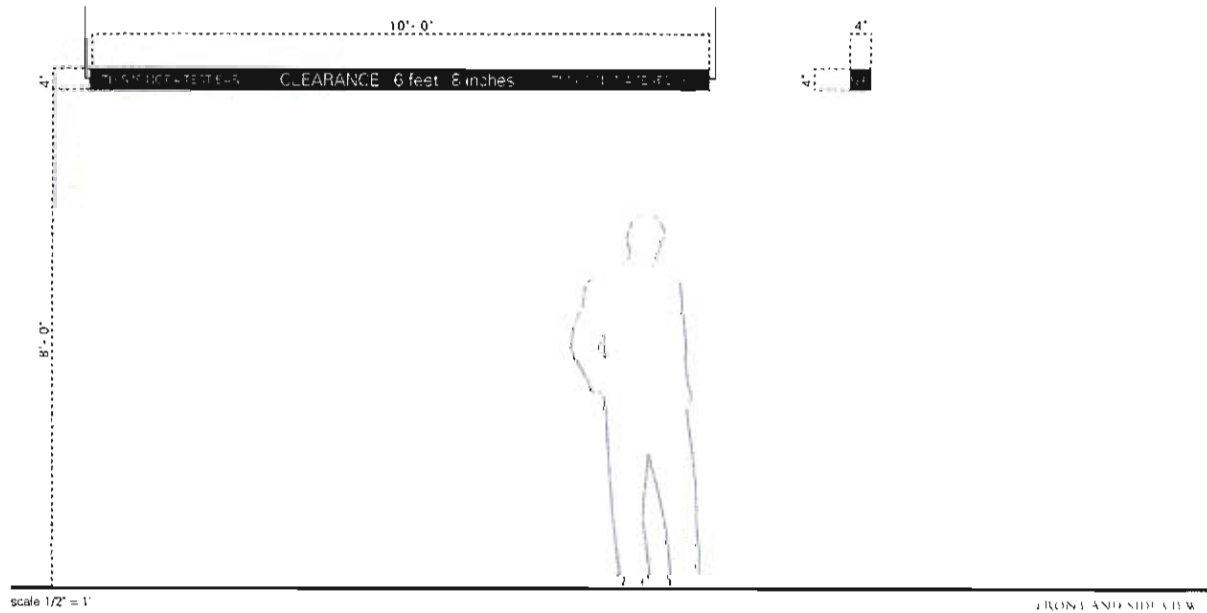
ALUMINUM SIGN 18\"/>

SIGN TYPE:
PARKING FACILITY HEIGHT CLEARANCE

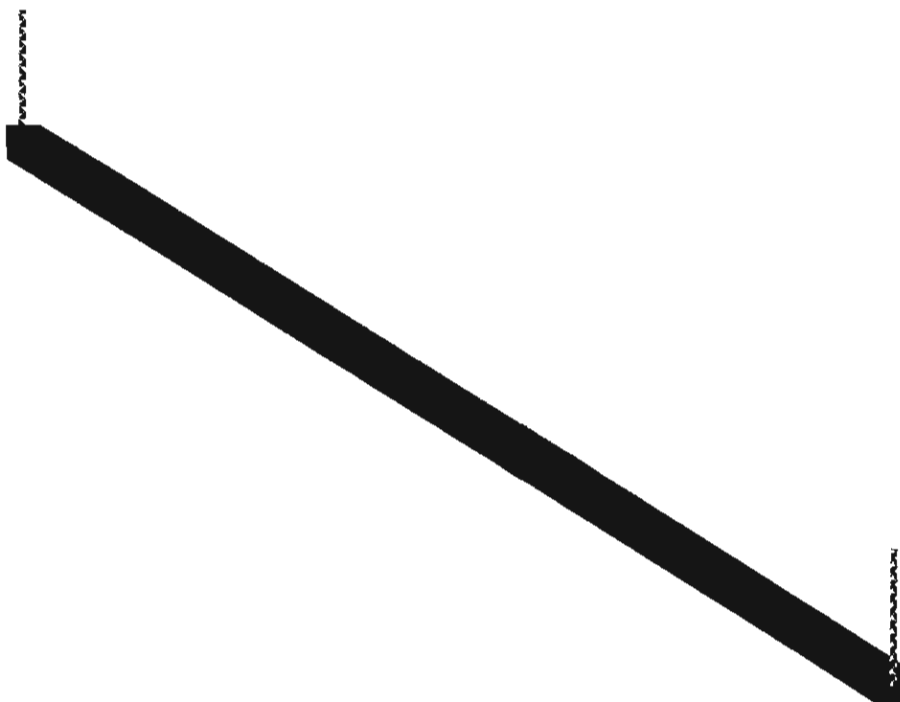
Sign consists of 4" square PVC tube 10' in length; tube to have endcaps; tube to be painted black; tube mounts horizontally to garage entry soffit with black PVC coated chain and appropriate mounting/hanging hardware for weight and length of tube and soffit conditions; letters to be computer cut adhesive backed vinyl, colors white and sunflower yellow; sign fabricator is responsible for engineering of all elements including anchors, fasteners and filler adhesives as required for weight and wind load conditions and condition of entry soffit

THANKS TO P. 10.156

PLAN VIEW

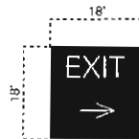


ANCON VIEW



Column sign consists of painted Sintex panels that are positioned to "wrap around" garage columns; sides of columns vary; sign fabricator to field measure all column conditions prior to submitting shop drawings; each panel ht. should equal column width; letters/numbers to be computer cut adhesive backed vinyl, color white

Plaque signs to be 1/4" x 18" x 18" Sintex (black) panels painted black; letters to be computer cut adhesive backed vinyl; plaque signs mount to garage walls or columns; sign fabricator to be responsible for engineering of all fastening elements; fasteners to be invisible to viewer;



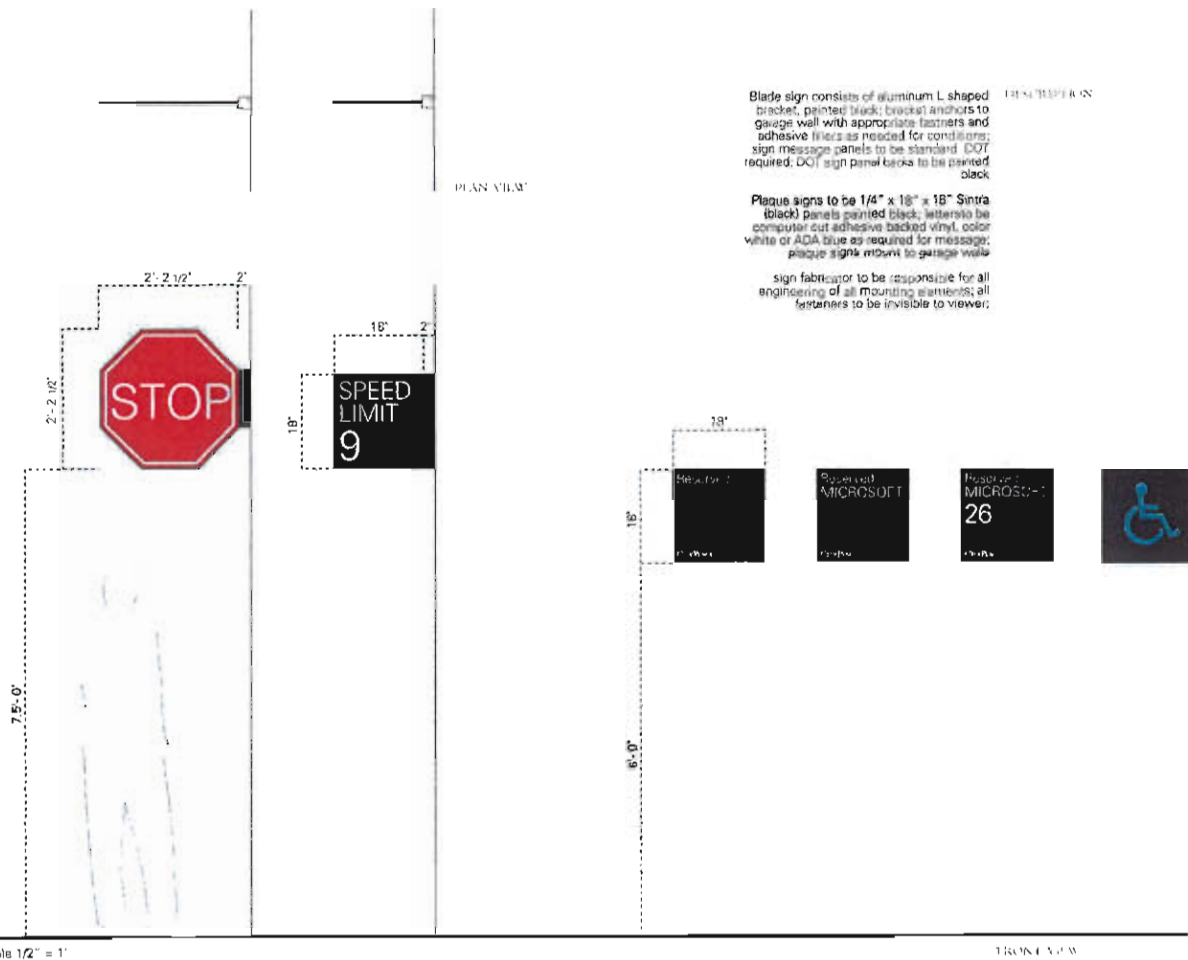
scale 1/2" = 1'

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CITYPLACE

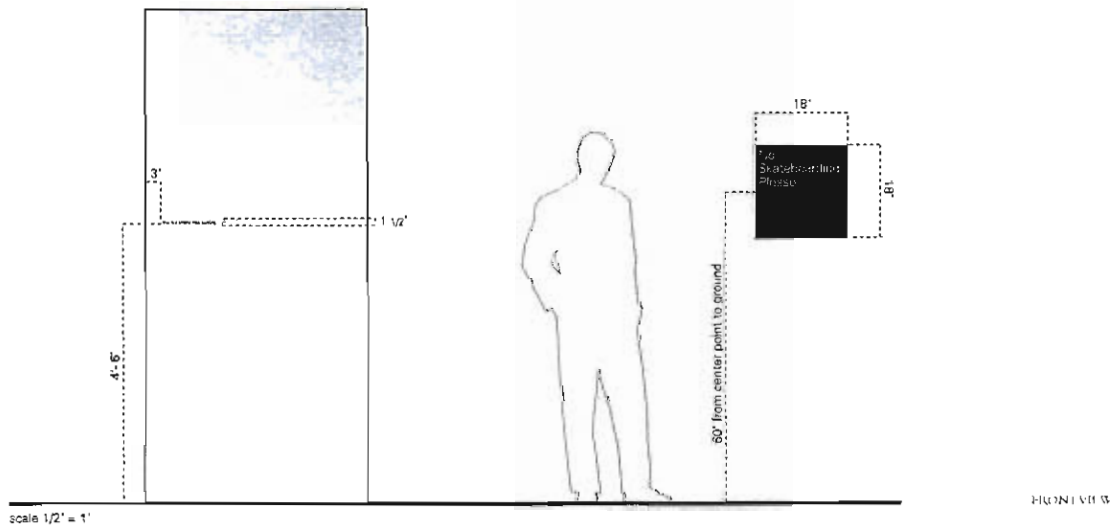
SIGN F.V.1
PARKING FACILITY REGULATORY
Eventually will replace all Parking Facility signs



Plaque sign consists of 1/8" thick x 18" x 16" painted aluminum panel, color black; letters to be computer cut adhesive back vinyl, color white; sign fabricator to be responsible for engineering of all elements; all fasteners to be invisible to viewer;

DESCRIPTION

Door sign consists of computer cut adhesive back vinyl letters outside on face of glass, color white



This is a smoke free

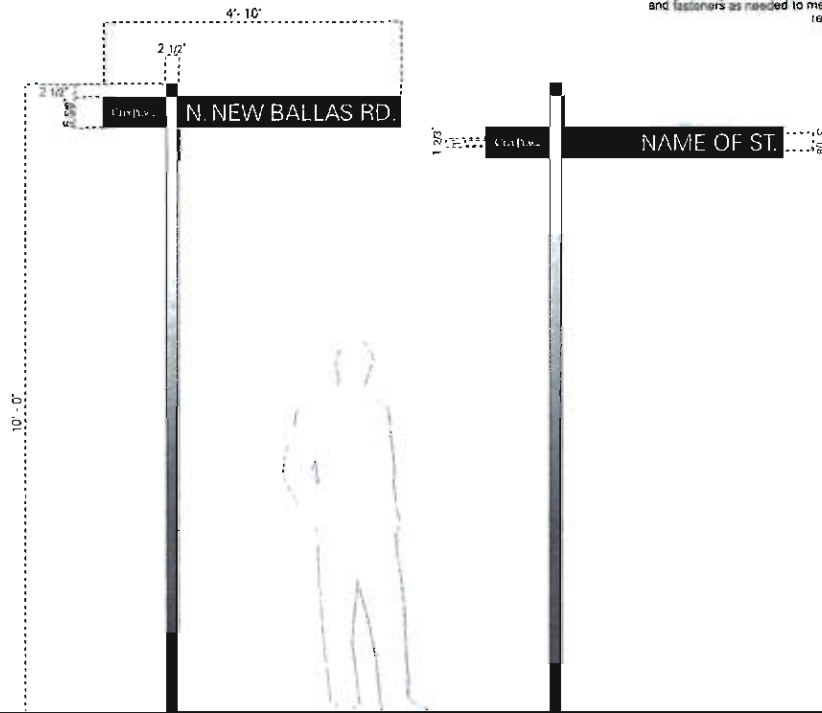
ACTUAL SIZE OF TYPE



14 3 1 1 1

Sign consisting of 4'-2 1/4" length x 5 5/8" ht. message panels, 2 sided; messages to be computer cut adhesive backed reflective vinyl (except for logo, logo to be nonreflective vinyl); post consists of 2 1/2" x 2 1/2" square aluminum tube to be painted 2 colors, black and metallic silver; sign to be direct buried in concrete footing as required by conditions; sign fabricator to be responsible for engineering all structural support, footing and fasteners as needed to meet windload requirements.

DESCRIPTION



scale 1/2" = 1'

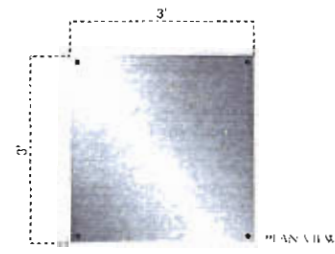
$$: \mathbb{R} \times \mathbb{N}_0 \rightarrow \mathbb{N}_0, (t, j) \mapsto |x(t, j)| \in \mathbb{N}$$


ACKNOWLEDGMENTS



Sign consists of 3'-0" x 3'-0" x 3'-0" cube, fabricated with 1/8" thk. aluminum; cube mounts onto a 2" visible int. concrete base/footing; sign fabricator to be responsible for all internal structural support; substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view; all fasteners to be invisible to viewer; Sign front and back graphics to be silk-screened, color black; cube insert graphics to be large format digitally out-put posters that slide between a Sintra backing substrate material and 1/4" thick tempered clear glass front

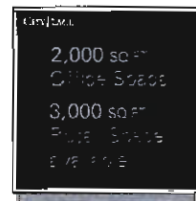
DESCRIPTION



PLAN VIEW

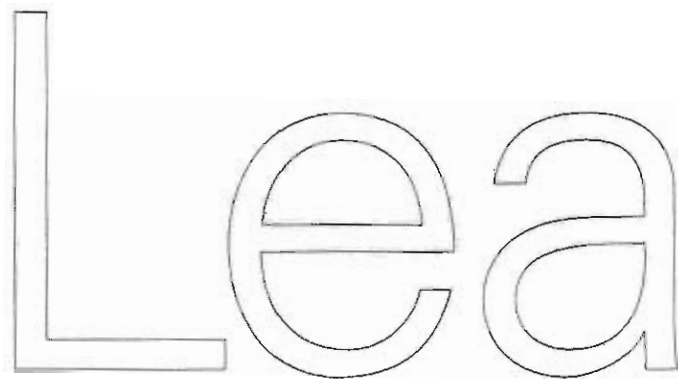


FRONT AND BACK VIEW

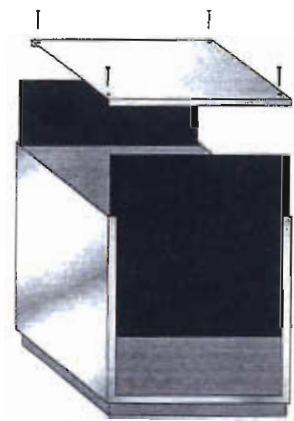
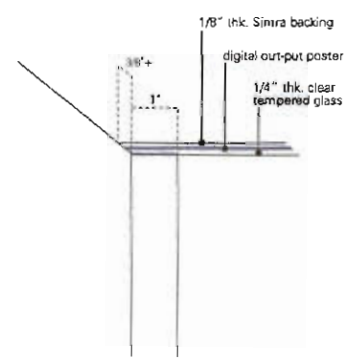


SIDE VIEW (RIGHT)

scale 1/2" = 1'

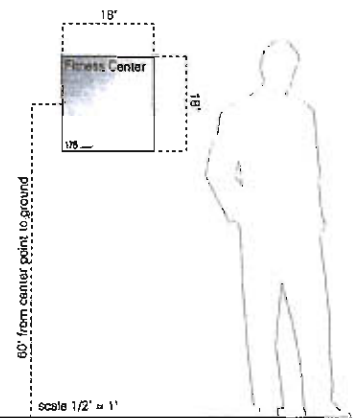
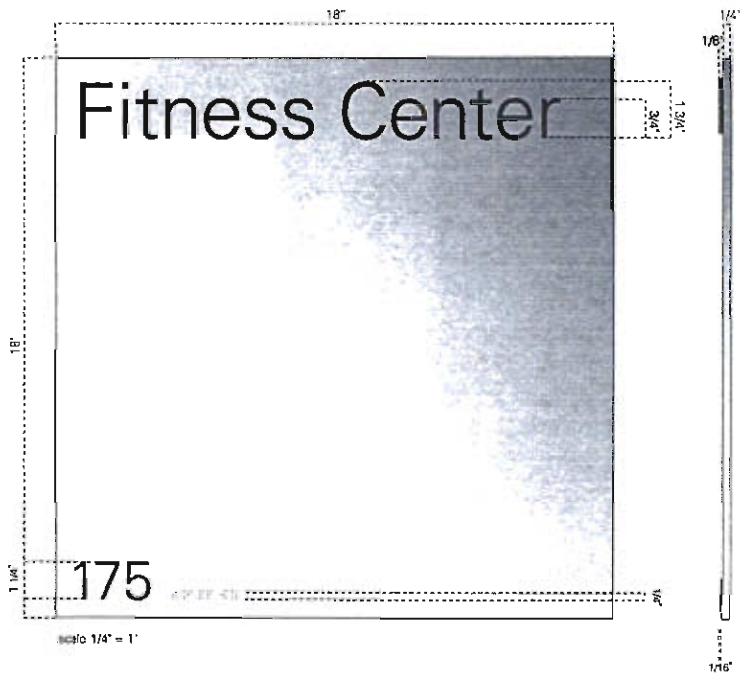
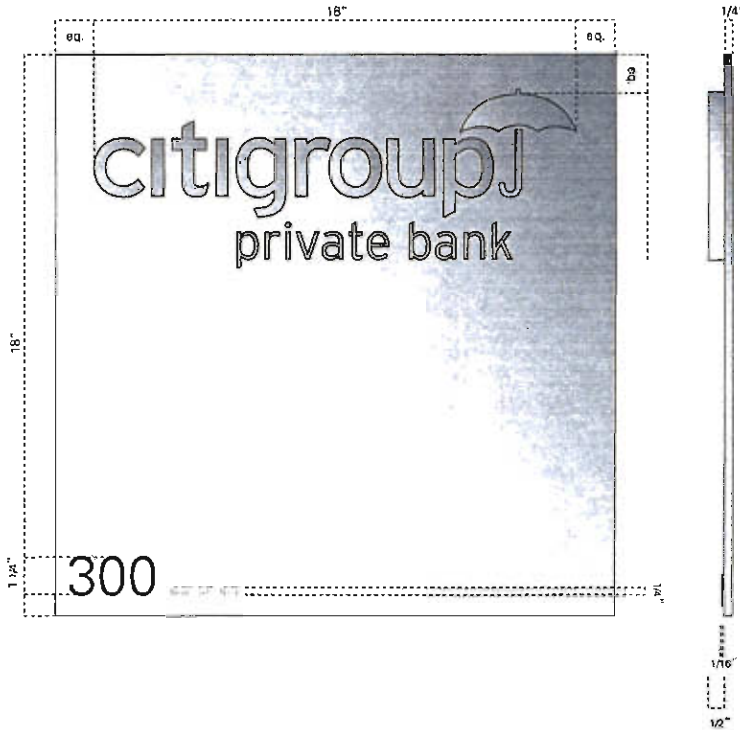


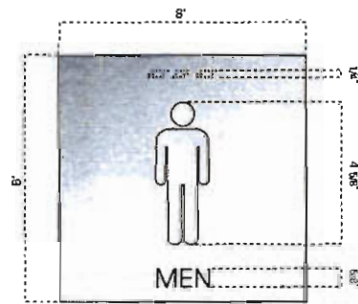
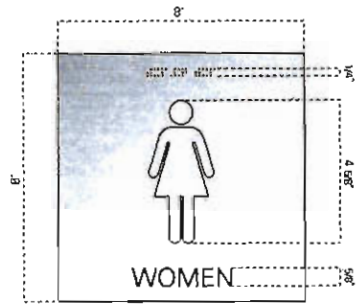
ACTUAL SIZE OF LOGO



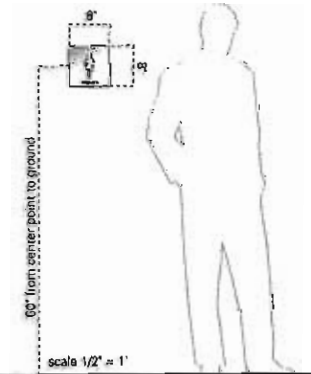
AXON VIEW

DESCRIPTION

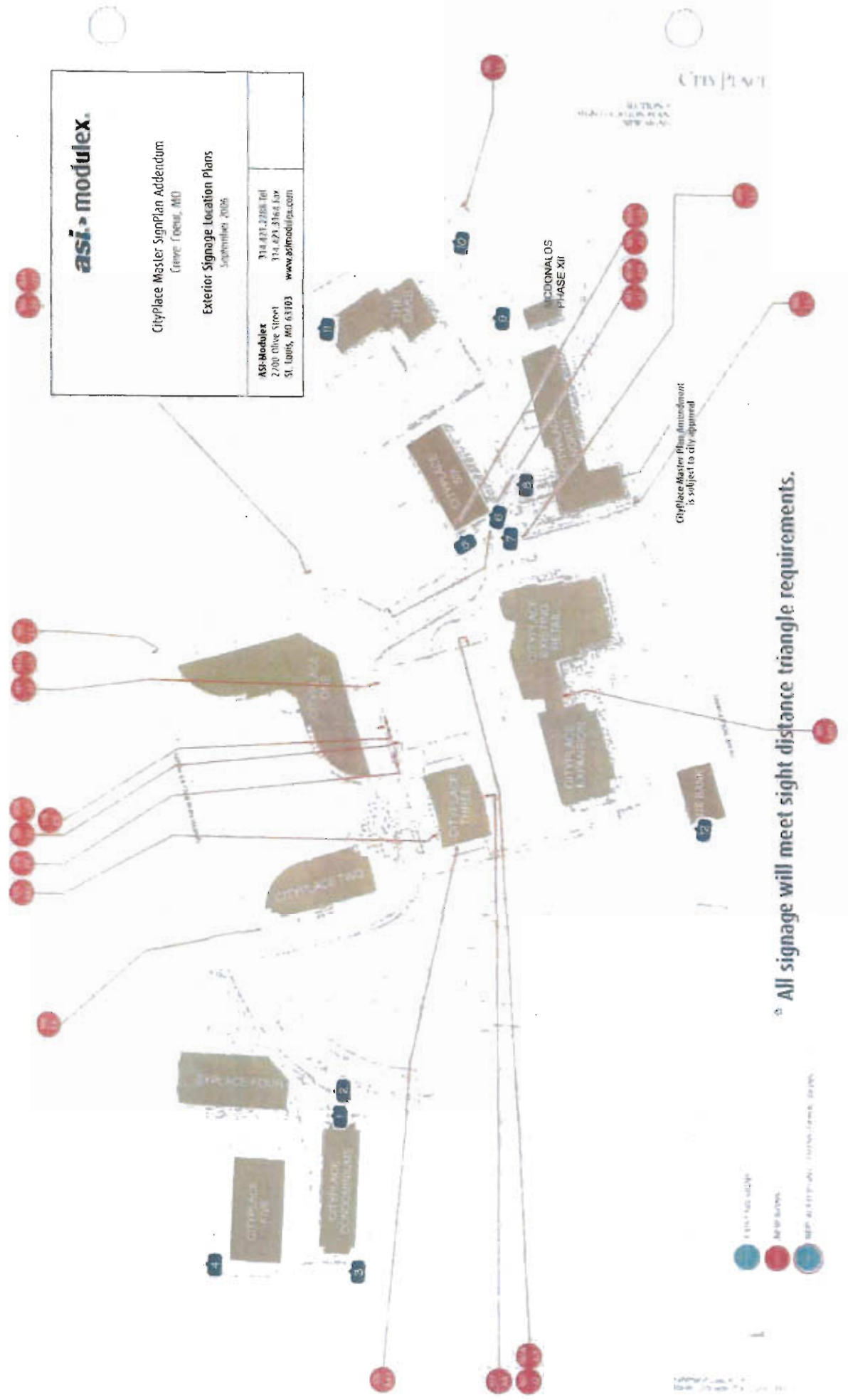




scale 1/4" = 1'



scale 1/2" = 1'



asi modulex
 CityPlace Master SignPlan Addendum
 Chevy Chase, MD
 Exterior Signage Location Plans
 September 2005

ASI-Modulex
 2700 Olive Street
 St. Louis, MO 63103
 314.871.2288 Tel
 314.871.3164 Fax
 www.asimodules.com



Complete Sign & Lighting

PIROSSIGNS
INCORPORATED

1001 W. 10th St.
Los Angeles, CA 90057
PH: 323-464-0200
FAX: 323-464-9999
WWW.PIROSSIGNS.COM
SIGNAGE, LIGHTING & VIDEO

PROJECT CHANNEL LETTER WALL SIGN
CUSTOMER TKS / SMURFIT STONE
JOB LOCATION CITYPLACE 6

CONTACT PH
DESIGNED BY S WYNN
DATE 19 OCT 01

JULIE PANAGIOTIS
PREPARED BY BRAND

SAVED AS SMURFIT
SCALE NOTED
PAGES 2 OF 2
REVISION 23 OCT 01

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☐ APPROVED AS IS
☐ APPROVED AS NOTED
☐ REVISE & RESUBMIT



42'-5.5"

SMURFIT-STONE

Channel Letter Wall Sign

SCALE: 1/4"=1'

ONE SET STANDARD CONSTRUCTION SELF CONTAINED NEON ILLUMINATED INDIVIDUAL CHANNEL LETTER SIGN FLUSH MOUNTED TO BRICK FASCIA.

OPTION 1:
FACES ARE .187" WHITE ACRYLIC.
COPY COVERED W/ PERFORATED BLACK VINYL TO ILLUMINATE WHITE AT NIGHT.

OPTION 2:
WHITE FACES / NO VINYL DECORATION.

TRIM CAP IS METALLIC SILVER.
RETURNS ARE METALLIC SILVER.

TRANSFORMERS WILL BE MOUNTED INSIDE LETTERS.

SIGN WILL BE UL LISTED.

Complete Sign & Lighting

PIROSSIGNS
INCORPORATED

1000 W. 10th St.
Bismarck, ND 58101
PH: 701-784-4200
FAX: 701-784-4200
WWW.PIROSSIGNS.COM
CRAFTED IN THE USA

PROJECT: CHANNEL LETTER WALL SIGN
CUSTOMER: TKG / SMURFIT-STONE
JOB LOCATION: CITYPLACE 6

CONTACT: JILL PANGLOS
PM: RIMMER / BRAND
DRAWN BY: S WYNN
DATE: 10/01/09

SHEET AS: SMURFIT
SCALE: NOTED
PAGES: 1 OF 2
REVISION: 230CT06

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☐ APPROVED AS NOTED
☐ REVISE & RESUBMIT

Proposed Smurfit Stone Signage - Sign Type 5



Proposed CityPlace 6 Signage - Sign Type 6

- Sign Type 5**
Building ID Letters
- Fabricated face-lit Letters
 - internally illuminated
 - signage area not to exceed 600 sq.ft.

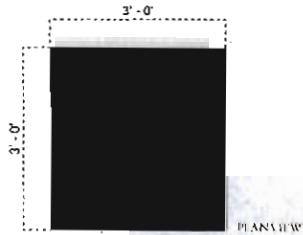
- Sign Type 6**
Building ID Letters
- Fabricated Letters
 - non-illuminated
 - signage area not to exceed 300 sq.ft.

Client	The Koman Group
Project	CityPlace 6
Date	9/25/06
Revised	
Drawn by	mjc

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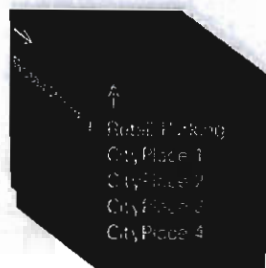
SIGN TYPE EE
NEW SITE DIRECTIONAL
Eventually will replace all Sign Type E directional

DESCRIPTION
Sign consisting of 3' - 0" x 3' - 0" x 3' - 0" cube fabricated from 1/8" thk. aluminum; cube to be painted, color black; messages (arrows and letters) to be computer cut adhesive backed reflective vinyl, color white; logo to be non-reflective vinyl; cube to be mounted to concrete base; sign fabricator to be responsible for engineering of all internal structural support, substrate and footing as needed to meet windload and weight requirements; internal support must be concealed from view, all fasteners to be invisible to viewer



City

ACTUAL SIZE OF TYPE



AXON VIEW

Sign Type 3 Primary Site Directional

- no illumination
- match existing signage materials & Construction
- signage not to exceed 10 sq.ft. per side
- monolithic



Client: The Koman Group
Project: CityPlace 6
Date: 9/25/06
Revised:
Scale:
Drawn by: mjc

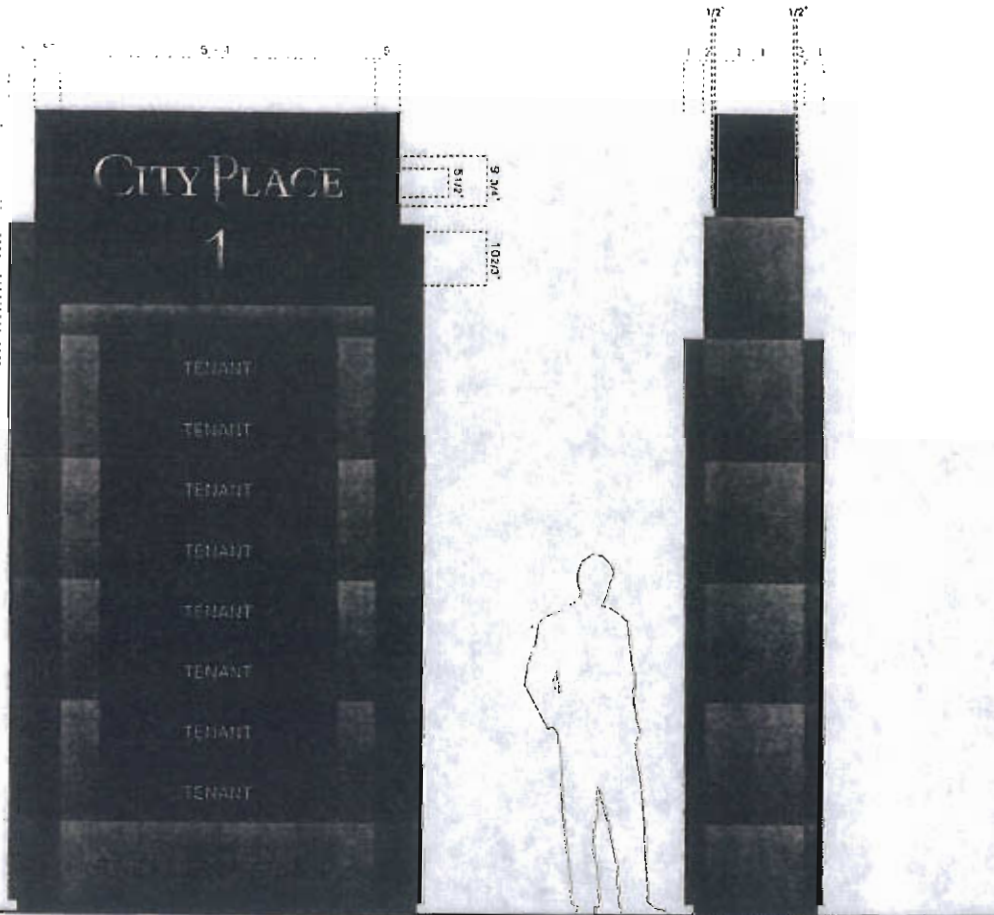
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SIGN TYPE F #166 and #74
TRANSITIONAL BUILDING MONUMENT
Eventually to be replaced by Sign Type FF2
(see following page of this document)



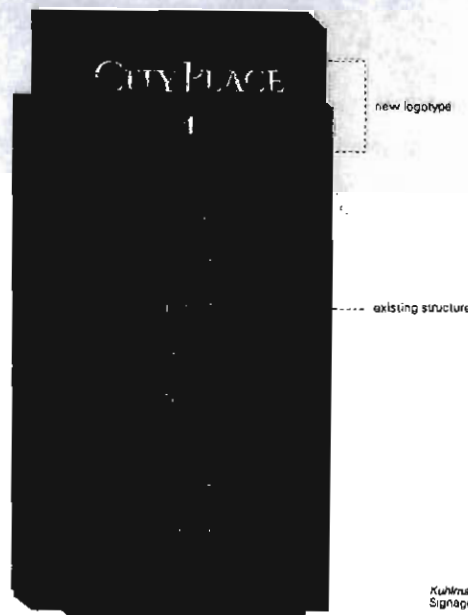
Existing building monument signs, remove CityPlace one, two and four existing lettering; replace with new logotype and numerals 1, 2 and 4; logotype to be 1/2" thick x 9 3/4" ht, numerals to be 1/2" thick x 10 2/3" ht, stainless steel, #4 brushed finish, stud mount logotype and numeral flush to monument face as shown below; filler/adhesive as required by conditions; no fasteners visible on face of letters; sign fabricator responsible for engineering of all elements including stud diameter, length and quantity to sufficiently attach letters to monument surface and to be as vandal proof as possible;

DESCRIPTION



scale 1/2" = 1' FRONT AND BACK VIEW

SIDE VIEW PROFILE



Brad Sandler | Consultant

brad.sandler@asimodules.com 314-421-2283 x1
2700 Willow Street 314-421-3164 ext
Sunnyvale, MD 21158 www.asimodules.com

Sign Type 2 Secondary Site ID

- internal illumination
- match existing signage layout & construction
- Materials to match building's brick exterior (granite will not be used)
- signage not to exceed 100 square feet per side
- monolithic

Client: The Koman Group

Project: CityPlace 6

Date: 9/25/06

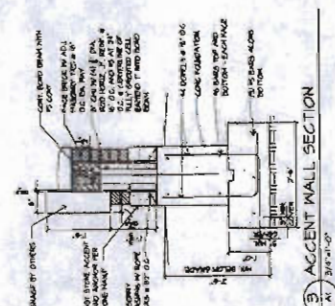
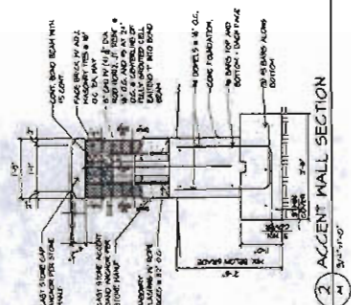
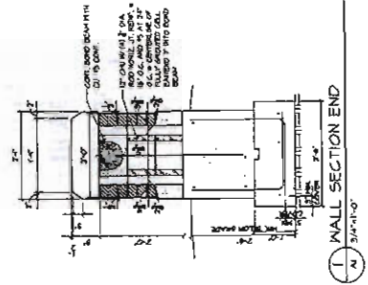
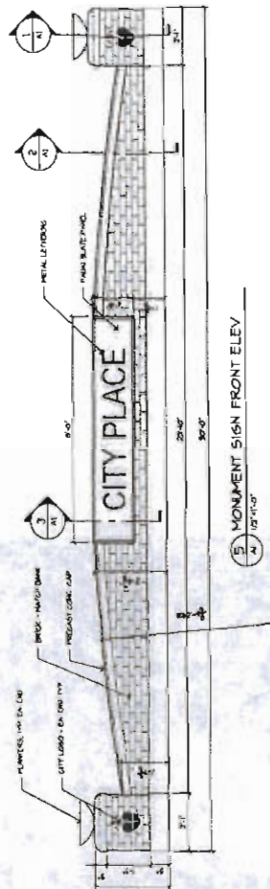
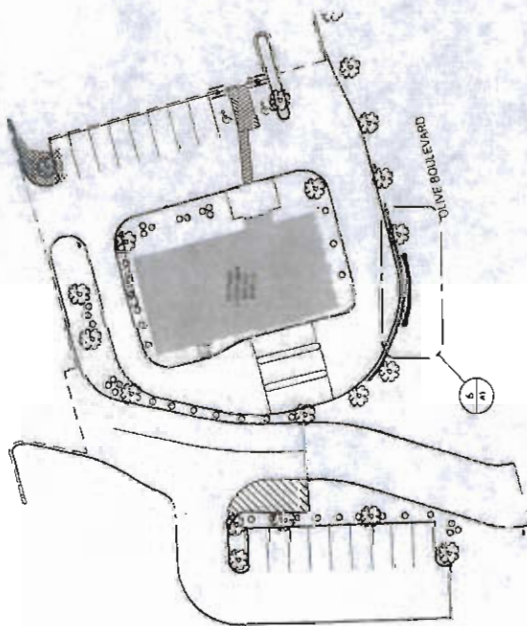
Reviewed:

Tracie

Designed by: mjc

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Monument Sign

SCALE 1/2"

DOUBLE SIDED INTERNALLY ILLUMINATED MONUMENT

CABINET IS CONSTRUCTED FROM ALUMINUM, PAINTED DARK BRONZE AND ILLUMINATED BY FLUORESCENT TUBES.

FACES ARE EMBOSSED ACRYLIC STANDARD MCDONALD'S RED AND YELLOW COLORS.

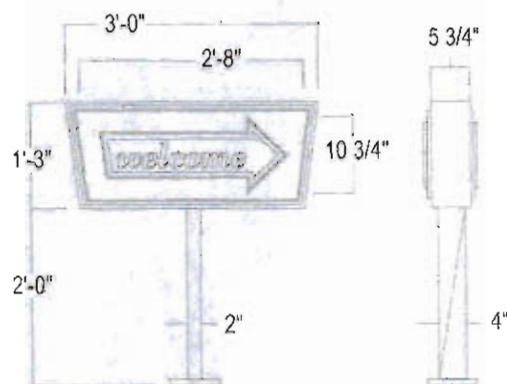
PROPOSED BRICK BASE BY OTHERS.

SIGN BOLTED TO BASE BY FOUR STUDS SET IN BASE.

FOOTING PER ENGINEER SPECS.

SIGN IS U.L. LISTED.

		PROJECT MONUMENT SIGN		OWNER MCDONALD'S		DESIGNER JOE PHILLIPS		DATE 3-04-04		CUSTOMER APPROVAL DATE:	
THIS PROOF IS APPROVED AS IS. NO WORK SHALL BE DONE UNTIL PROOF RECEIVES A SIGNED COPY. ANY CHANGES MAY RESULT IN A CHANGE IN THE PRICE QUOTED.		DESIGNER JOE PHILLIPS		DATE 3-04-04		OWNER APPROVAL DATE:		DESIGNER APPROVAL DATE:		LANDLORD APPROVAL DATE:	



SPECIFICATIONS:

LAMPING: (2) F30T12/CW/HO
 BALLAST: (1) Magnetek 256-243-600
 LOAD: .83 Amps
 CIRCUIT: (1) 20 Amp
 SQ. FT.: ACTUAL (3.52)
 BOXED (3.75)

• Custom copy also available



90-5 DIRECTIONAL SIGN

ImagePoint

CityPlace Master Plan Addendum

Exterior Signage Message Schedule

asi - modulex

ASI-Modulex
2200 Olive Street
Saint Louis, MO 63103

314-421-2288 Tel
314-421-3164 Fax
www.asimodulx.com

PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			1	1	CityPlace Condominiums		Primary Site ID Monument integrated into Fountain Materials to match building's brick exterior(granite will not be used)
			2	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			3	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			4	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

CityPlace 6 Addendum

Exterior Signage Message Schedule

asi > modulex

ASI-Modulex
2200 Olive Street
Saint Louis, MO 63103

314-421-2288 Tel
314-421-3164 Fax
www.asimodulx.com

PRINTED Nov 2, 2006

PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			5	5	SMURFIT STONE		Primary Building ID Illuminated Manufactured Channel Letters 4' 3 1/2" Letters mounted to west side of building between 9th & 10th floor
			6	6	CityPlace 6		Secondary Building ID Cut metal Letters, non-illuminated
			7	2	CityPlace 6		Secondary Site ID Internally Illuminated Materials to match building's brick exterior(granite will not be used)
			8	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

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PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			9	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			10	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel
			11	3	Messages to be determined and will match existing standards		Primary Site Directionals Double-Faced Double Post & Panel

CityPlace 6 Addendum

Exterior Signage Message Schedule

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2200 Olive Street
Saint Louis, MO 63103

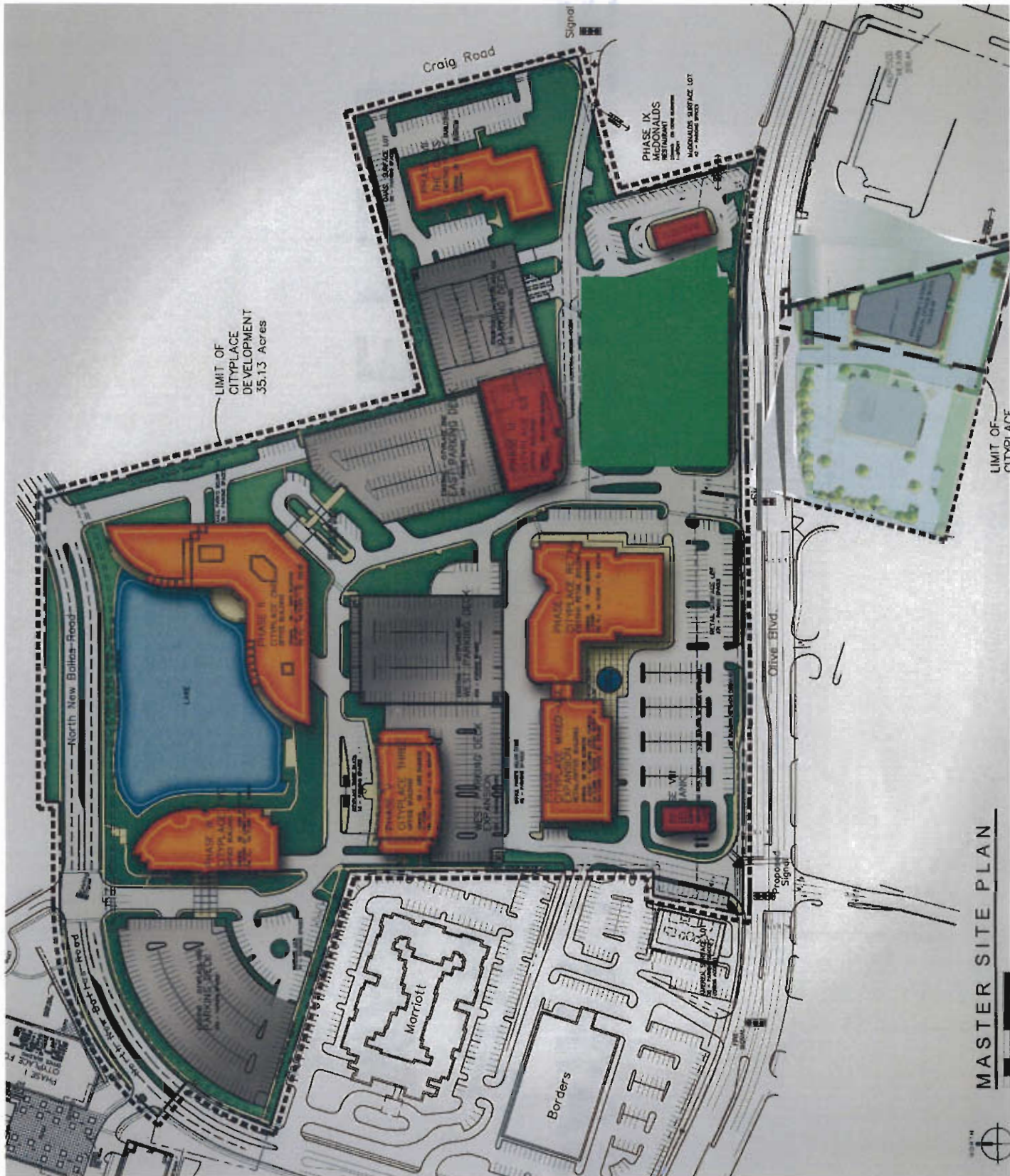
314-421-2288 Tel
314-421-3164 Fax
www.asimodulex.com

PRINTED Nov 2, 2006

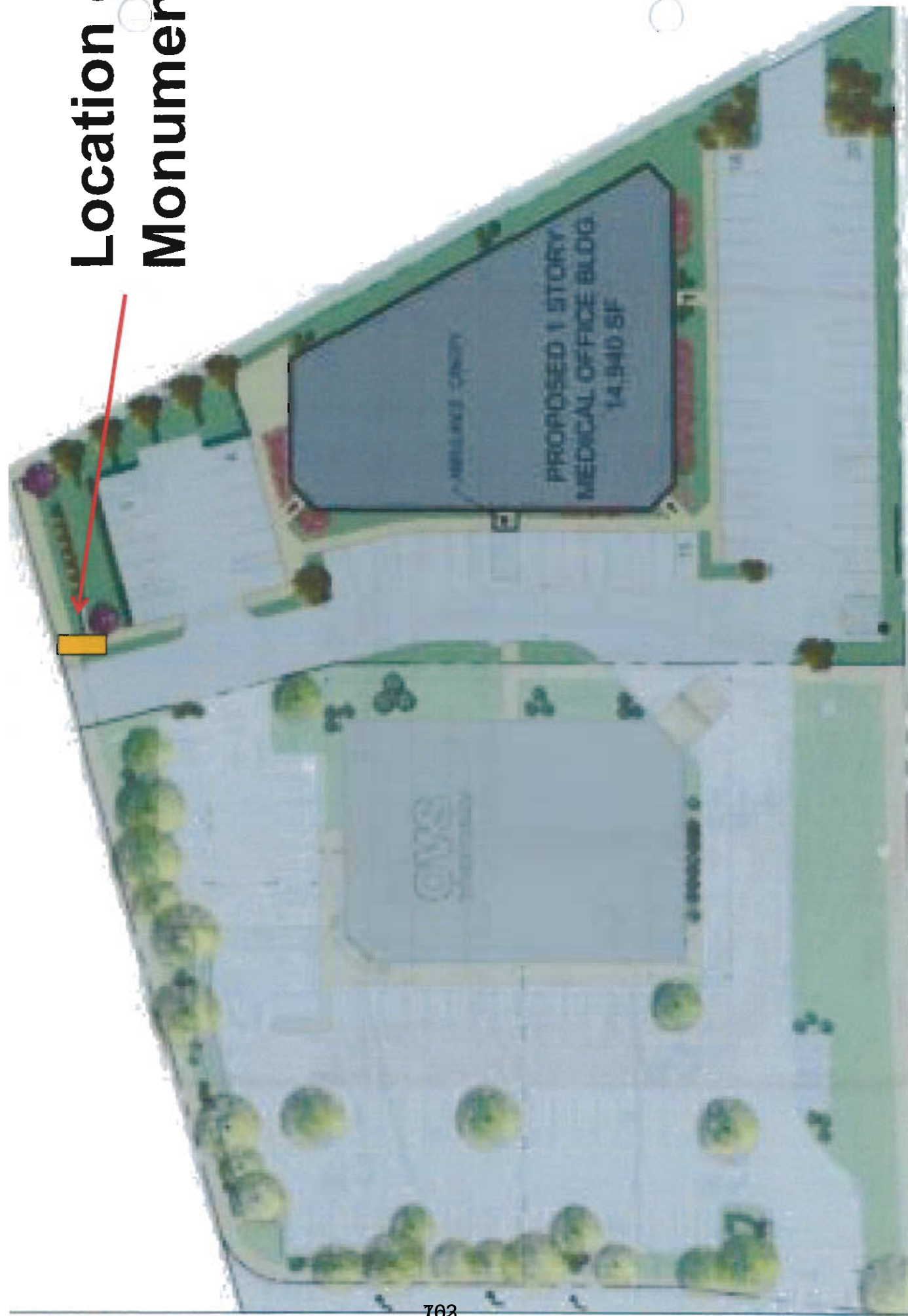
PHASE	FLOOR	ARCH ROOM#	SIGN#	SIGN TYPE	TEXT MESSAGE	G.B.	NOTES
			12	2	US Bank		Secondary Site Directional & Campus ID Internally Illuminated Materials to match building's brick exterior(granite wil not be used)
			13		Building signage for US Bank, CityPlace North, and CityPlace 7 will follow Section 26-104.2 of the city's sign regulations. ----- CityPlace North and CityPlace 7 will be provided a Secondary Site ID - Sign Type 2.		

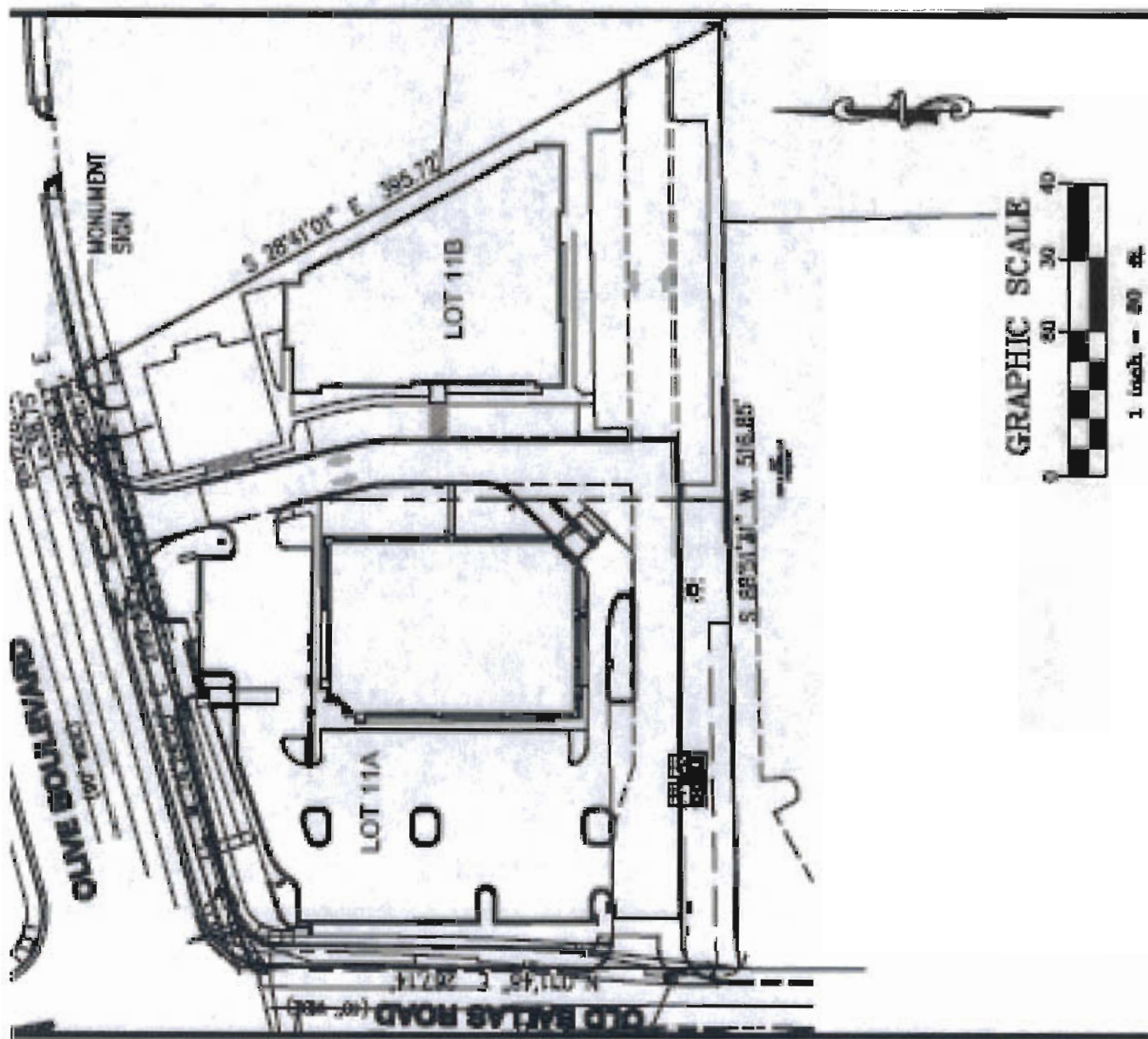
SAINT LUKE'S URGENT CARE ADDITION TO CITYPLACE MASTER SIGNAGE PLAN

CITYPLACETWASHERSITETPLAIN



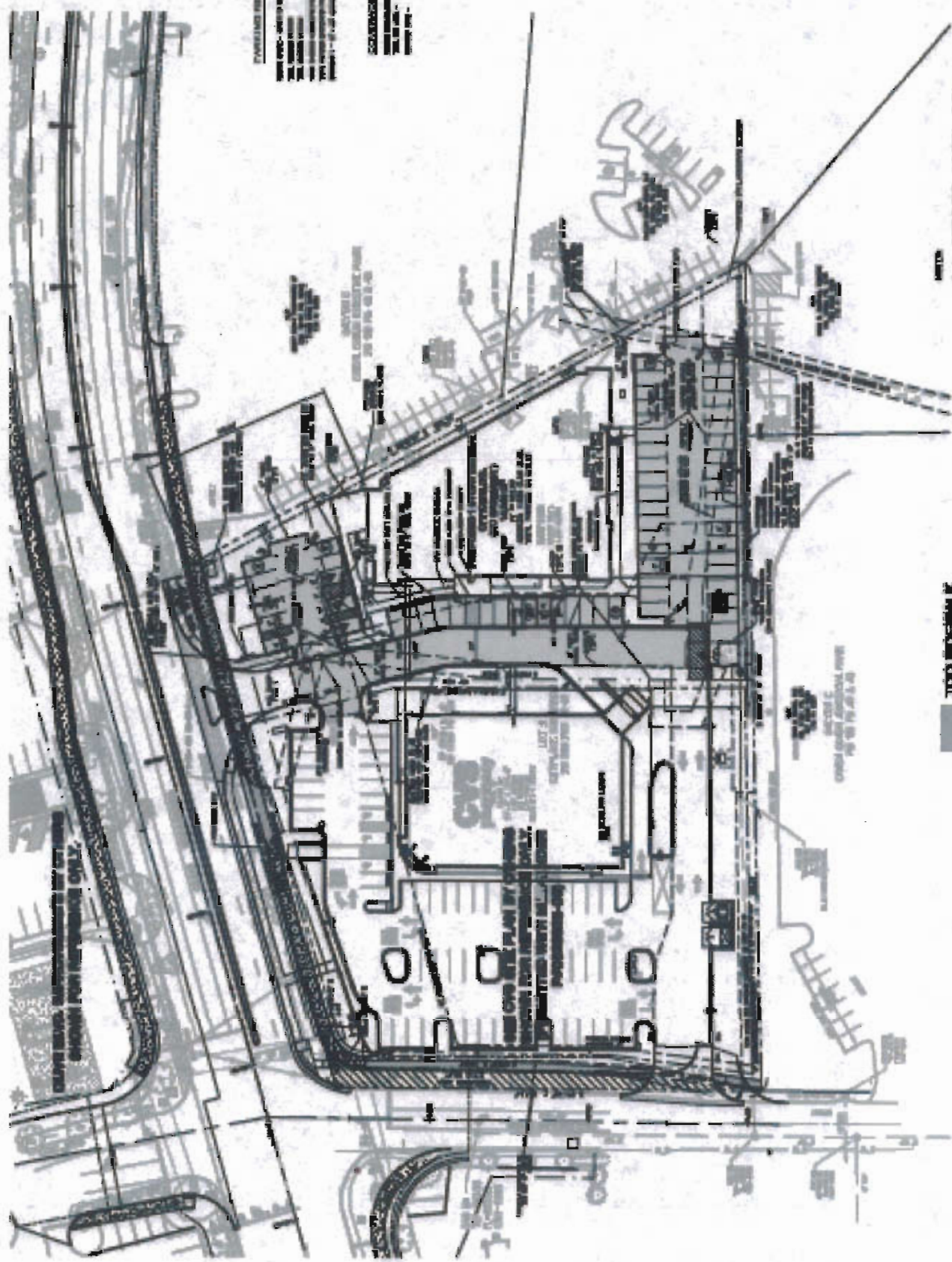
Location of
Monument





LOT 11A & 11B OF CITYPLACE SUBDIVISION, BEING PART OF
SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST,
CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI.

SIGN LOCATION



EXISTING SIDEWALK

EXISTING SIDEWALK - 10' WIDE

EXISTING SIDEWALK - 12' WIDE

EXISTING SIDEWALK - 14' WIDE

EXISTING SIDEWALK - 16' WIDE

EXISTING SIDEWALK - 18' WIDE

EXISTING SIDEWALK - 20' WIDE

EXISTING SIDEWALK - 22' WIDE

EXISTING SIDEWALK - 24' WIDE

EXISTING SIDEWALK - 26' WIDE

EXISTING SIDEWALK - 28' WIDE

EXISTING SIDEWALK - 30' WIDE

PROPOSED ASPHALT PAVEMENT

PROPOSED ASPHALT PAVEMENT - 10' WIDE

PROPOSED ASPHALT PAVEMENT - 12' WIDE

PROPOSED ASPHALT PAVEMENT - 14' WIDE

PROPOSED ASPHALT PAVEMENT - 16' WIDE

PROPOSED ASPHALT PAVEMENT - 18' WIDE

PROPOSED ASPHALT PAVEMENT - 20' WIDE

PROPOSED ASPHALT PAVEMENT - 22' WIDE

PROPOSED ASPHALT PAVEMENT - 24' WIDE

PROPOSED ASPHALT PAVEMENT - 26' WIDE

PROPOSED ASPHALT PAVEMENT - 28' WIDE

PROPOSED ASPHALT PAVEMENT - 30' WIDE

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.

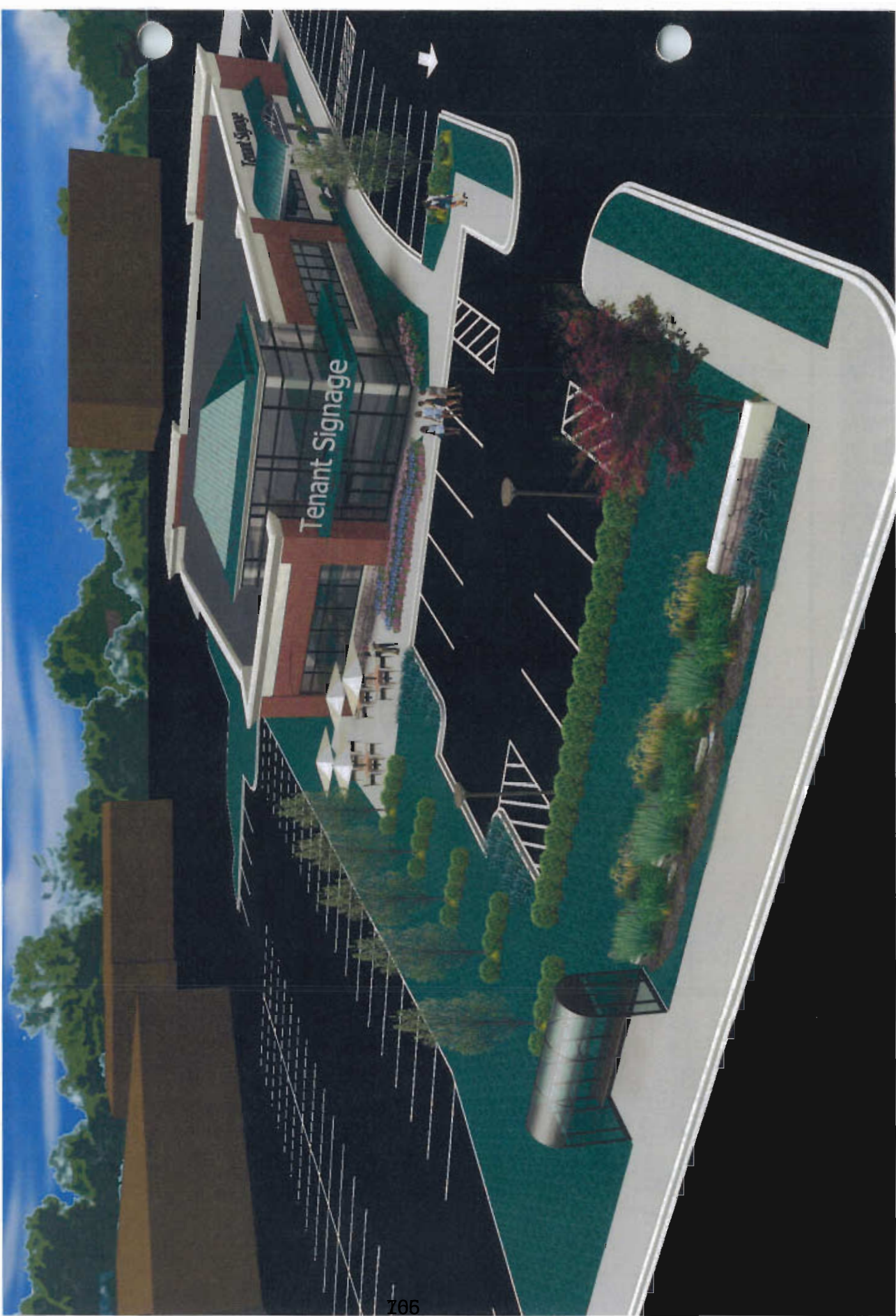
2. A 10' WIDE ASPHALT DRIVE SHALL BE LOCATED BETWEEN THE BUILDING AND THE EXISTING SIDEWALK.

3. A 10' WIDE ASPHALT DRIVE SHALL BE LOCATED BETWEEN THE BUILDING AND THE EXISTING SIDEWALK.

EXISTING SIDEWALK

PROPOSED ASPHALT PAVEMENT

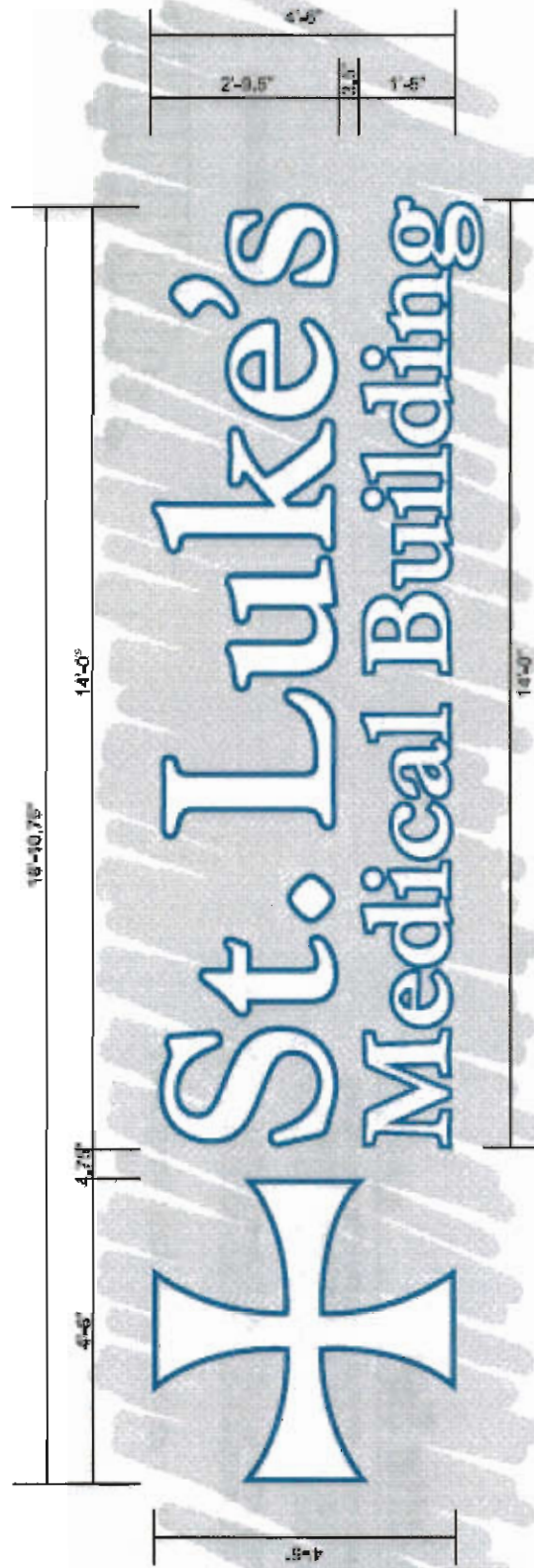
P & Z KENDLERING



P & Z KENDLERING







Channel Letter Sign

SCALE: 1/2"=1'

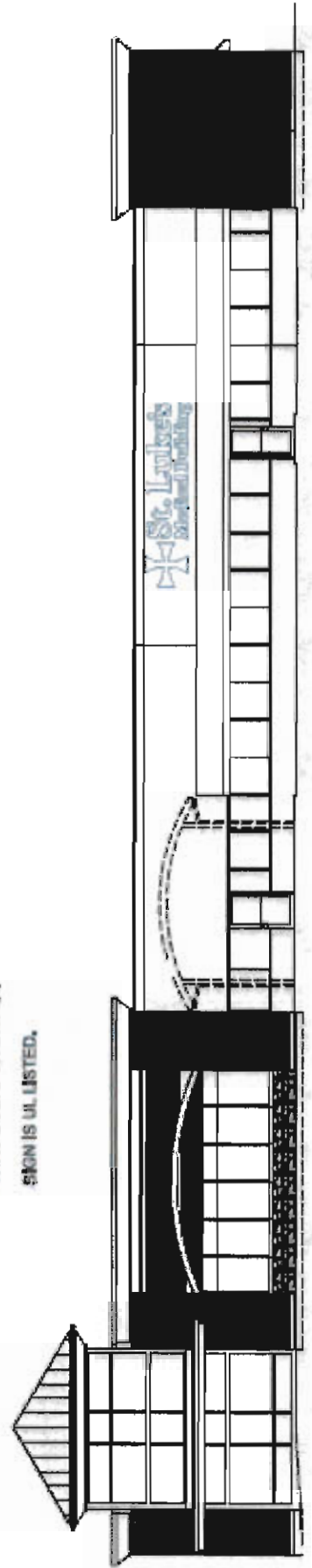
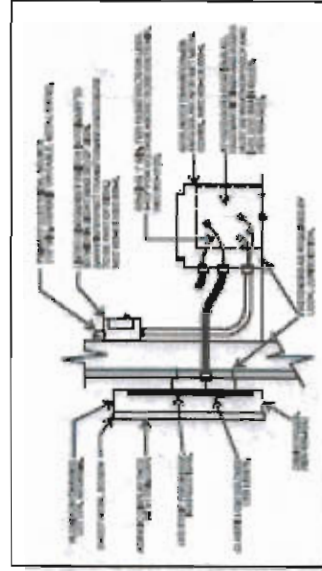
ONE SET STANDARD ALUM. CONSTRUCTION INDIVIDUALLY FORMED LED ILLUMINATED FLUSH MOUNT CHANNEL LETTERS.

ALL FACES ARE .187" WHITE ACRYLIC W/ 288C BLUE TRANSLUCENT VINYL OVERLAY CREATING 1" OUTLINE. ALL FACES HAVE 1" BLUE TRIM CAP.

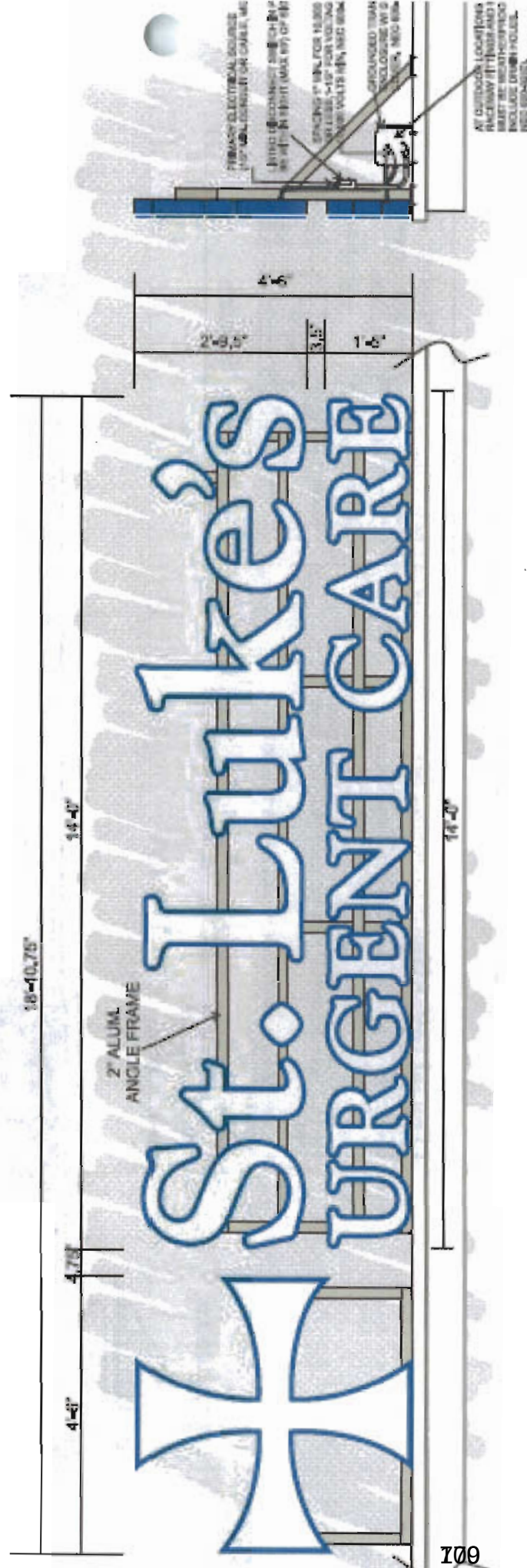
ILLUMINATION BY LOW VOLTAGE WHITE LED'S WITH REMOTE TRANSFORMERS.

ANCHOR TO BUILDING FASCIA BEST WAY PER
CODE VIA FIELD SURVEY, EXPANDABLE ANCHORS IN SHEET OR
THRU BOLTS ON DRYWALL.

SIGN IS UNLISTED.



NOCKHILL ELEVATION









**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 #13-018: Request for approval of an amendment to the City Place Master Sign Plan to include new tenant signs.

Applicant/Agent: Megan Ridgeway
 Arcturis
 720 Olive Street, Suite 200
 St. Louis, MO 63101

Property Owner: CP North I, LLC
 6 CityPlace Drive
 Creve Coeur, MO 63141

Mr. Garrick Hamilton, 6 CityPlace Drive, said they will be seeking a continuance for this as well. Mr. Hamilton said this amendment includes CityPlace 2, the mural sign by Creve Coeur Camera, The Fresh Market, and entry signage for Fresh Market/additional tenants.

Mr. Faron asked if The Fresh Market will be the prominent tenant on the ground monument sign, but also include other tenants that are in the back of the campus. Mr. Hamilton said that is correct.

Mr. Paul Langdon, Director Community Development, said he agrees with Mr. Hamilton, but added that the ground sign could be an interesting design, something outside of the ordinary.

Mr. Lumley recommended the Public Hearing be continued due to substantial changes being made to the project.

There being no further comments, City Attorney, Mr. Carl Lumley, presented the exhibits for the record.

Mr. Faron motioned to continue the Public Hearing for and discussion on Application #13-018 until September 3, 2013, to allow the applicant time to modify their request to better address the Design Guidelines and the purpose of the Zoning Code. 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 NO. 13-018

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: And that will move us to
2 Public Hearing Application No. 13-018: Request for
3 Approval of an Amendment to the CityPlace Master Sign Plan
4 to Include New Tenant Signs.

5 GARRICK HAMILTON: Thank you again, Chairman.

6 Garrick Hamilton for the --

7 I guess, do we need to restate for the record?

8 CHAIRMAN MADDEN: Yes, please.

9 GARRICK HAMILTON: Okay. Garrick Hamilton, 6
10 CityPlace Drive. Excuse me.

11 CHAIRMAN MADDEN: And anybody that may be making
12 a comment on this, needs to come forward and be sworn in,
13 please.

14 (Speakers were sworn in by the court reporter.)

15 GARRICK HAMILTON: Thank you. Again, for the
16 record, Garrick Hamilton with the Koman Group, 6 CityPlace
17 Drive, Creve Coeur, Missouri.

18 I'll be very brief on this. As the proposal you
19 have in front of you is largely centered around the Fresh
20 Market proposal, and so we will definitely be back in
21 front of you on this, and we'll ask for a similar
22 continuation of this discussion because there were some
23 recommendations related to the Fresh Market components of
24 this submission that we'd obviously like to continue our
25 work with staff on as part of overall redevelopment.

1 But just to quickly introduce the subject, I'm
2 going to try and do this quickly, some of the non -- some
3 of the components of the amendment in the Master Sign Plan
4 for CityPlace that were, I guess, endorsed by -- by City
5 staff, we are asking to include a sign that would be added
6 to the fountain in front of CityPlace 2. CityPlace 2 is
7 located right here just to the west of the -- to the west
8 of the lake area.

9 That sign would be in this general area above
10 the water fountain -- or excuse me -- above the water
11 fountain that fronts CityPlace 2, and that would be for a
12 local tenant that has requested there in that location.

13 Another item that was endorsed by staff, and
14 actually was requested by staff to be included as part of
15 this, is an addition or amendment that would affect right
16 in the area to the immediate west of Creve Coeur Camera,
17 and that's to specifically approve the mural signage that
18 is along that western wall. It's been there, gosh, I
19 don't know if anybody knows the history, it's certainly
20 been there longer than I have. I believe it probably goes
21 back to its original construction.

22 Something to demur the current Code and demur
23 the current prevailings of the Code, we'd like to make
24 sure it's specifically included on our plan, so it can
25 remain indefinitely. Something I believe staff has also

1 approved.

2 Last, but not least, is, obviously, our Fresh
3 Market, both the wall signage, that would go along the top
4 band, and the entryway signage, that would go in, that's
5 hard to see, the entryway signage that would go at the
6 southwest corner of the lot, that would be the northeast
7 corner of the intersection.

8 Staff's recommendation on the wall signage was
9 to look at reducing the size of that sign, and it's
10 something we'd like to discuss with them in more detail.

11 The -- the recommendation, I believe, on the
12 monument signage, which demur actually more along the
13 lines of what we have at that location, and we would like
14 to agree with that -- we will agree with that -- that
15 recommendation.

16 Like to work with them on how we can also
17 balance out the additional tenant that will be on there,
18 cause Fresh Market would be remaining. This was the
19 original proposal. We would like to flip-flop the
20 CityPlace designation, have that more prominently
21 displayed. Obviously, we need to include Fresh Market
22 cause that will be their entry signage, but then also
23 perhaps include one additional small sign that would be
24 for a large tenant further back into the campus, somewhere
25 along the lines of Arch Cole or Microsoft or something

1 along those lines. So something that is a prominently
2 displayed, but we understand the message in terms of not
3 cluttering up the signage and making it more of a gateway
4 feature to the campus itself.

5 So that's really all the presentation I have on
6 that matter, unless the -- the Commission has any
7 questions or staff has anything they want to specifically
8 go into at this time.

9 MR. FARON: Question.

10 CHAIRMAN MADDEN: Mr. Faron.

11 MR. FARON: On that last item, so you're
12 proposing making CityPlace the prominent signage aspect of
13 that entry?

14 GARRICK HAMILTON: Yes, we would -- it would be
15 more in line --

16 MR. FARON: Right.

17 GARRICK HAMILTON: -- more in line with the
18 signage here.

19 MR. FARON: So --

20 GARRICK HAMILTON: And I can't say it will be
21 that big --

22 MR. FARON: Sure.

23 GARRICK HAMILTON: -- because we're going to try
24 to put a tenant on it as well, but it would be prominent.

25 MR. FARON: But it would be -- and it would

1 possibly be in that situation -- or position with Arch
2 Cole to one side and Fresh Market to the other, something
3 like that?

4 GARRICK HAMILTON: Something along those lines,
5 that's probably what we're talking about with our director
6 of leasing.

7 MR. FARON: In that similar motif and that kind
8 of style --

9 GARRICK HAMILTON: Yes. Yes.

10 MR. FARON: -- to kind of pull the campus
11 together in similarity --

12 GARRICK HAMILTON: Yes.

13 MR. FARON: -- for vehicular and pedestrian
14 traffic? Okay.

15 CHAIRMAN MADDEN: Any other questions?

16 Anything on this, Paul?

17 MR. LANGDON: I generally agree with all of
18 Mr. Hamilton's comments.

19 The only thing I would add is that -- that
20 ground sign, I think that will be an interesting design
21 study along the same lines of what we're talking about
22 with the rest of the site. That something a little
23 outside of the ordinary might yield the best result, and
24 still get all of the signage that they'd like to have, not
25 necessarily on one panel, maybe, you know, some sort of

1 articulated feature that has presentation for everybody
2 that wants presentation, but it gives the thing some
3 presence as well beyond just the appearance of, you know,
4 a multi-tenant sign.

5 So while Mr. Hamilton's commented something
6 smaller, maybe not. Just something -- just something
7 different that has, you know, a wider range of -- of
8 design appeal beyond a simple flat face.

9 GARRICK HAMILTON: That was on a wall signage?

10 MR. LANGDON: That's the -- the freestanding
11 monument.

12 GARRICK HAMILTON: For the sign?

13 MR. LANGDON: Yeah.

14 MR. HOWARD: Something like landscaping included
15 in that?

16 MR. LANGDON: Well, I think landscaping is
17 definitely a part of it, yeah.

18 GARRICK HAMILTON: And there is landscaping
19 around -- along the other entry signage as well, north of
20 the -- south of the USBank.

21 MR. LANGDON: But I would say that the sign
22 itself becomes part of the landscape, if it's successful.

23 MR. FARON: I mean are we looking at broken
24 heart Creve Coeur like you see around?

25 MR. LANGDON: Oh, no. I think we've done enough

1 of that.

2 MR. FARON: Okay.

3 MR. LANGDON: I think it's something that says a
4 very positive image about CityPlace.

5 I mean I don't want people to think this is
6 about sort of us demanding something city about this site.

7 This is about demanding something about
8 CityPlace that -- that we're all proud of, not just a
9 single tenant.

10 And I think the sign has to be part of that. If
11 it doesn't do what a sign is meant to do, then there is no
12 point in doing it. And that's advertise.

13 MR. FARON: Right.

14 Can I ask one more?

15 CHAIRMAN MADDEN: Sure.

16 MR. FARON: The first point, are we talking
17 about like 80 square feet down to 50 square feet,
18 something in that manner --

19 GARRICK HAMILTON: It was --

20 MR. FARON: -- you're going --

21 GARRICK HAMILTON: -- 75 was the original
22 proposal. I don't know if anybody knows right off the top
23 of their heads. I'm getting it down a little bit smaller
24 than that. I think we'd like it, I think in light of the
25 size of the facade, we don't want it to be so small that

1 you drive past and you can't see it. It needs to be
2 prominent in light of the large feature up on the front,
3 but, yes, we understand -- we understand the director's
4 goal and staff's goal.

5 MR. FARON: And that's in discussion with staff,
6 you'll be --

7 GARRICK HAMILTON: Yes, we would like to make
8 that part of our discussion.

9 MR. FARON: And that signage will be back behind
10 your kind of shadow feature, so there could be times when
11 it's in shadow, it's on the facade --

12 GARRICK HAMILTON: Yes, it's -- do you know the
13 design on it? It's --

14 MR. FARON: Sure.

15 GARRICK HAMILTON: It's above the trellis. For
16 the record, it's above the trellis.

17 MR. FARON: Thank you.

18 CHAIRMAN MADDEN: Okay. Anybody in the
19 audience?

20 That'll close our --

21 GARRICK HAMILTON: Thank you, Mr. Chairman.

22 CHAIRMAN MADDEN: -- public hearing.

23 MR. LUMLEY: I offer the following documentation
24 into the record of this public hearing: Documents
25 reflecting notice provided to the public that's in

1 possession of the City Clerk, staff's report and the
2 materials presented this evening, City's Code of
3 Ordinances and Charter, and City's Comprehensive Plan,
4 public file regarding the application to date.

5 oOo

6
7 STATE OF MISSOURI)
8) SS
9 COUNTY OF ST. LOUIS)

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

17
18
19 _____
20 Deborah K. McLaughlin, RPR, MO-CCR, IL-CSR, KS-CCR
21
22
23
24
25

**AN ORDINANCE AUTHORIZING A CHANGE OF ZONING FROM
"GC" GENERAL COMMERCIAL AND R-3 RESIDENTIAL TO "PRD" PLANNED
RESIDENTIAL DEVELOPMENT AND APPROVING A SITE DEVELOPMENT PLAN FOR 8.05
ACRES LOCATED AT 10545 OLD OLIVE STREET ROAD AND 1010 KING HENRY COURT.**

WHEREAS, Mr. Brad Goss, of Smith Amundsen, L.L.C., representing Terra West, L.L.C., has submitted an application to amend the Official Zoning Map of the City of Creve Coeur to change the zoning on the 2.4 acres located at 10545 Old Olive Street Road, zoned "GC" General Commercial and the 5.65 acres located at 1010 King Henry Court, zoned St. Louis County "R-3," to "PRD" Planned Residential Development; and,

WHEREAS, in accordance with Sections 405.390 and 405.1080 of the Zoning Ordinance, the applicant has submitted a site development plan for the subject property to the Department of Community Development; and,

WHEREAS, the "PRD" Planned Residential Development district is a Planned Zoning District that will allow an unique residential and small, service-commercial development subject to certain criteria in Section 405.390, Planned Zoning Districts, of the Zoning Code; and,

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, October 21, 2013, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application; and

WHEREAS, notice of 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 otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the rezoning and site development plan at its meeting on November 18, 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 being fully informed finds that rezoning the property 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 good zoning practice; and

WHEREAS, the City Council further finds that the proposed development is eligible for consideration under the planned zoning district process, because it could not be approved under any other Zoning District and the applicant has provided credible evidence that the proposal is an appropriate implementation of the Comprehensive Plan due to the fulfillment of the purpose of Section 405.390, the substantial incorporation of the design criteria for the applicable district type identified in Section 405.390 and the provision of substantial tangible public benefits to the City; and

WHEREAS, the City Council further finds that the proposed development meets the applicable design criteria, in that:

- (1) Adjoining areas are predominately residential or institutional.
- (2) Housing densities will not exceed six (6) units per acre for new single-family residential nor thirty (30) units per acre for new multi-family residential, excluding areas located in a 100-year floodplain.
- (3) It includes dwelling units (all types) subject to height and development and performance standards substantially similar to surrounding residential development. In addition, properties adjacent to any single-family residential development meet the applicable sky exposure plane requirement.
- (4) The floor area ratio (FAR) does not exceed six-tenths (0.6).
- (5) It provides a buffer yard of twenty-five (25) feet on all sides that abut the single-family development, that does not contain any impervious surface and will be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission.
- (6) No new residential building will be located closer than twenty (20) feet to any property line or any required buffer yard.
- (7) No new commercial building will be located closer than forty (40) feet to any required buffer yard.
- (8) It balances increased structure densities for the subject property with more cohesive and organized open space.
- (9) It improves on, or provides for, efficient circulation patterns, access controls and screening of parking facilities.
- (10) It provides adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, stormwater control, sanitary sewer and parks and recreation facilities.
- (11) It utilizes high-quality architectural design, placement, relationship and orientation of structures.
- (12) It places all utilities serving new projects underground, except where specific allowances and design considerations are provided elsewhere in Section 405.390.
- (13) It provides effective landscaping or screening in or around the separate developments within the PRD.
- (14) It provides for vehicular mobility in a manner that does not compromise pedestrian safety and mobility.
- (15) It functionally and aesthetically integrates all proposed stormwater collection basins with the surrounding development through undergrounding or extraordinary design of above ground facilities that is visually commensurate with the surrounding development.

and

WHEREAS, the City Council further finds that:

1. The proposed development is in harmony with the general purpose and intent of the Zoning Code and is compatible with and implements the planning goals and objectives of the City including the Comprehensive Plan.
2. Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets.
3. The internal circulation system of the proposed development encourages safe movement for vehicles and pedestrians.
4. Existing or proposed utility services are adequate for the proposed development.
5. Appropriate buffering is provided to protect adjacent land uses from light, noise and visual impacts.
6. Architecture and building materials are consistent with the character of the proposed development and compatible with areas of the City proximate thereto.
7. Landscaping is appropriate for the scale of development and consistent with any applicable City codes, ordinances and standards.
8. The proposed development preserves any significant architectural and environmental features of the property.
9. Operating and delivery hours are compatible with adjacent land uses.
10. The proposed uses are compatible with the area surrounding the proposed development and will not have a material net cumulative adverse impact on the surrounding area or the City as a whole.
11. The proposed development complies with all other applicable codes and ordinances.
12. The layout of structures and spaces adequately takes into account the potential for future subdivision of the development.
13. There is a demonstrated level of the public benefit to the City derived from the proposed development, per [Section 405.390\(B\)](#);

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

SECTION 1: The Official Zoning Map of the City of Creve Coeur shall be amended to rezone the property located at 10545 Old Olive Street Road, zoned "GC" General Commercial and the 5.65 acres located at 1010 King Henry Court, zoned St. Louis County "R-3," to "PRD"

Planned Residential Development, subject to the conditions stated herein, which property is more specifically described as follows:

A Tract of Land being a part of Share A of Guelbreth's Subdivision situated in the Northwest 1/4 of Section 1, Township 45 North, Range 5 East, and the Southwest 1/4 of Section 36, Township 46 North, Range 5 East, being in the City of Creve Coeur, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at a point on the common line between Sections 35 and 36 of Township 46 North, Range 5 East, said point being distant North 00°20'15" East 82.86 feet from a concrete monument found for the common South corner of said Sections and the Southeast corner of Lot 212 of Willow Brook Section 7 as per the plat thereof recorded in Plat Book 103 Page 44 of the St. Louis County records; said beginning point also being the Southwest corner of Lot 5 of Willow Brook Section 3 as per the plat thereof recorded in Plat Book 82 Page 50 of the St. Louis County records; thence departing the said section line with the South line of said Willow Brook Section 3, South 58°51'10" East 184.52 feet and South 77°23'25" East 367.27 feet to the Northeast corner of the herein described tract of land and being a corner of Willow Brook Condominium as recorded in Plat Book 187 Page 8 of the St. Louis County records; thence, Southerly, with the West line of said Willow Brook Condominium and the West line of a tract of land described in a deed to Willow Brook Medical Building, LLC recorded in Deed Book 12955 Page 639 of the St. Louis County records, South 00°21'30" West 457.75 feet to a point on the Northwest line of Old Olive Street Road, 60 feet wide; thence, with the Northwest line of said Old Olive Street Road, being 30' Northwest and parallel to the centerline thereof, the following courses and distances: South 55°12'06" West 150.86 feet, South 43°42'06" West 134.41 to a found iron rod, and South 35°16'06" West 143.32 feet to the Southernmost corner of the herein described tract of land; thence, departing said Old Olive Street Road with the North line of a tract of land described in a deed to Moller Properties, LLC recorded in Deed Book 18033 Page 483 of the St. Louis County records, North 35°00'06" West 187.50 feet to an angle point and South 74°43'51" West 101.39 feet to a point on the East line of Briarcliff Condominiums; thence with the East line of said Briarcliff Condominiums, being also the East line of Lot 5 of the Subdivision of the M.B. O'Reilly Farm recorded in Plat Book 9 Page 19 of the St. Louis County records, North 00°20'15" East 810.58 feet to the Point of Beginning and containing 8.05 Acres, more or less, according to a survey by THE STERLING COMPANY during the month of September, 2013 under order number 12-11-314.

SECTION 2: Purpose and General Description

The Planned Residential Development (PRD) district enacted through this ordinance (hereafter referred to as the Terra West PRD) is intended to provide for the orderly redevelopment of the vacated Hamilton Christian Church on Old Olive Street Road that is intended for a mix of attached single-family residences, multi-family residences, and limited service-commercial uses all within a transitional setting that is commercial on one side and residential on the opposite side. As such, the development seeks to provide buffer-yards in excess of the planned zoning district requirements and to direct the majority of the development and parking toward the center and southeast side of the property most distant from surrounding residences. Further, the development will utilize the most effective best practices for underground stormwater management available to ensure that any water leaving the site meets or exceeds all water quality standards of the Metropolitan St. Louis Sewer District. Finally, the development will utilize materials and a level of landscape design befitting the highest standard of multi-family housing such that buildings are finished with natural materials and extensive glazing, lighting is subdued and selectively aimed, parking areas are shaded and well-integrated into the landscape, and circulation is simple but safe and effective.

SECTION 3: Development Regulations**A. APPLICABILITY**

Development within the Terra West PRD is subject to all applicable City ordinances, and the conditions that are contained in this section. Where the standards and regulations of this "PRD" Planned Residential Development ordinance and other City ordinances appear to be in conflict, the standards in this ordinance shall prevail.

B. PERMITTED AND ACCESSORY USES

The following uses, listed in Table A of Chapter 405, The Zoning Ordinance, are permitted in the Terra West PRD:

1. Attached single-family dwellings (Use Code CC814111).
2. Multi-family residential (Use Code CC814140)
3. Commercial uses listed in Section 405.210 Table A: Permitted and Conditional Uses for the "GC" General Commercial District.
4. Accessory Uses and Structures shall be in compliance with Section 405.460 of the Zoning Code.

No other uses shall be allowed without further approval of the City.

C. FINAL PLAN REQUIREMENTS

1. *Generally* – The Terra West PRD shall be developed in substantial conformance with the following submitted documents which are attached hereto, collectively as Exhibit 1, except as modified by this ordinance:
 - "Site Development Plan" dated November 5, 2013, drawn by The Sterling Company, Inc.;
 - All multi-story building elevations, dated October 8, 2013, drawn by Humphreys & Partners, Architects, L.P.;
 - All "Carriage House" elevations, dated October 2, 2013, drawn by Humphreys & Partners, Architects, L.P.;
 - All detached garage elevations, dated November 13, 2013, drawn by Humphreys & Partners, Architects, L.P.;
 - All carport elevations, sealed on March 27, 2013 by James Ryan McClean on behalf of Humphreys & Partners, Architects, L.P.;
 - "Conceptual Landscape Plan" dated September 20, 2013, drawn by Waldbart & Sons Nursery;
2. *Plan Submittal Requirements* – Prior to the issuance of any permits for construction within the Terra West PRD, the developer shall submit the following plans for review and approval as follows:
 - a. 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 all drawings attached hereto as Exhibit 2.

- b. The applicant or assigned builder(s) are required to submit Building Permit applications for all structures, as required by Article II of the Building Code. Exterior elevations of all buildings and structures shall be in substantial conformance with all drawings attached hereto as Exhibit 2.
- c. Lighting Plans, showing locations of all exterior light fixtures, including wall-mounted decorative and security lighting, and photometrics shall be submitted to the Planning Division for review and approval in conformance with Section 405.680, Lighting, of the Zoning Code and as otherwise required herein.
- d. No City of Creve Coeur permits of any kind will be approved prior to Missouri Department of Transportation approval of any related work within the Old Olive Street Road right-of-way.

D. SPECIFIC DEVELOPMENT REQUIREMENTS

- 1. Transit Shelter – A transit shelter on the applicant's Old Olive Street Road frontage and adjacent to the crosswalk required herein shall be completed prior to the issuance of a final certificate of occupancy for the principle structure, subject to the issuance of a building permit on the recommendation of the Planning and Zoning Commission. Said shelter shall be unique in design and not include any signs except those providing transit route and fare information. In the event that the transit authority refuses to authorize a transit shelter on the frontage of the applicant's property, the applicant shall not be held in violation of this ordinance.
- 2. Sidewalks – A sidewalk shall be provided across the full width of the street frontage and connecting all access points into the project to the street frontage.
- 3. Crosswalks and Right-of-Way Improvements
 - a. A median shall be constructed as shown in "Exhibit A: Potential Off-Site Improvements" contained in the Traffic Impact Study, Proposed Terra West Apartments and Commercial Development" prepared by Crawford, Bunte, Brammeier, Inc., dated November 4, 2013, except as otherwise directed by the Missouri Department of Transportation.
 - b. A crosswalk shall be installed across Old Olive Street Road that passes through the median required herein and connects the sidewalks on both sides of the street. The location of the crosswalk shall be approximately midway between the two driveways for the project, except as otherwise directed by the Missouri Department of Transportation.
 - c. All public and private cross-walks to be constructed by the developer of the Terra West PRD shall utilize colored and textured concrete and flush curbing.
 - d. Any substantial change to the design of the public right-of-way improvements required by this ordinance shall be reviewed and approved

by the Planning Commission following proper notice being served to the public and prior to securing any permits for construction.

4. Fences – All fences shall comply with Chapter 405, The Zoning Ordinance, except as follows:
 - a. All lands immediately north of the northernmost retaining wall shown on the “Site Development Plan” dated November 5, 2013, drawn by The Sterling Company, Inc., shall remain unsecured and not fenced in any manner.
 - b. All fencing shall be ornamental in design and not comprised of chain-link, woven wire or any other form of flexible material.
 - c. All fencing shall be metal and anodized black or similar color; no unfinished metal shall be permitted.
5. Signs – All signs shall be installed in conformance with Article VIII, Sign Regulations, of the Zoning Code.
6. Lighting Requirements – All exterior lighting shall be in conformance with Section 405-680, Lighting, of the Zoning Code, except as follows:
 - a. Exterior lighting shall be provided in all parking areas, but is not required in common drive aisles.
 - b. The height and design of all lighting fixtures shall be consistent with the quality and image consistent with the building and the high visibility of the site to the general public.
 - c. In no case shall on-site lighting standards or fixtures exceed twenty feet (20') in height, as measured from the adjacent grade.
 - d. All on-site lighting shall be designed to provide the minimum lighting necessary to ensure adequate vision and comfort in parking areas according to the Illuminating Engineers Society of North America Recommended Practices for Parking Facilities (IESNA RP-20-98) and shielded to not cause glare or direct illumination onto surrounding properties or public/private rights-of-way.
7. Miscellaneous
 - a. Any trash enclosures located outside of the principle buildings and parking garage shall be constructed of materials that are consistent with the building and composed in a similar fashion.
 - b. The existing buildings comprising the former Hamilton Christian Church shall be demolished within one year of the approval of the rezoning, or prior to the issuance of any building permit, whichever ever comes first.
 - c. An underground irrigation system shall be installed and maintained to serve all new landscaped areas.

BILL NO. 5463 _____

ORDINANCE NO. _____

- d. Except as expressly identified in Exhibit 1, trees shall not be removed without approval by the Zoning Administrator. 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.

SECTION 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter. The ordinance and the approved development plan shall be recorded by the applicant in the office of County Recorder of Deeds. The applicant must present proof to the City of such recording before any permits may be issued. The development plan shall govern the use, parking, loading, sign, bulk, space and yard regulations applicable to the subject property and no use or development, other than temporary uses, shall be permitted within the area of the planned zoning district pursuant to the zoning district regulations otherwise applicable to such area.

ADOPTED THIS _____ DAY OF _____, 2013.

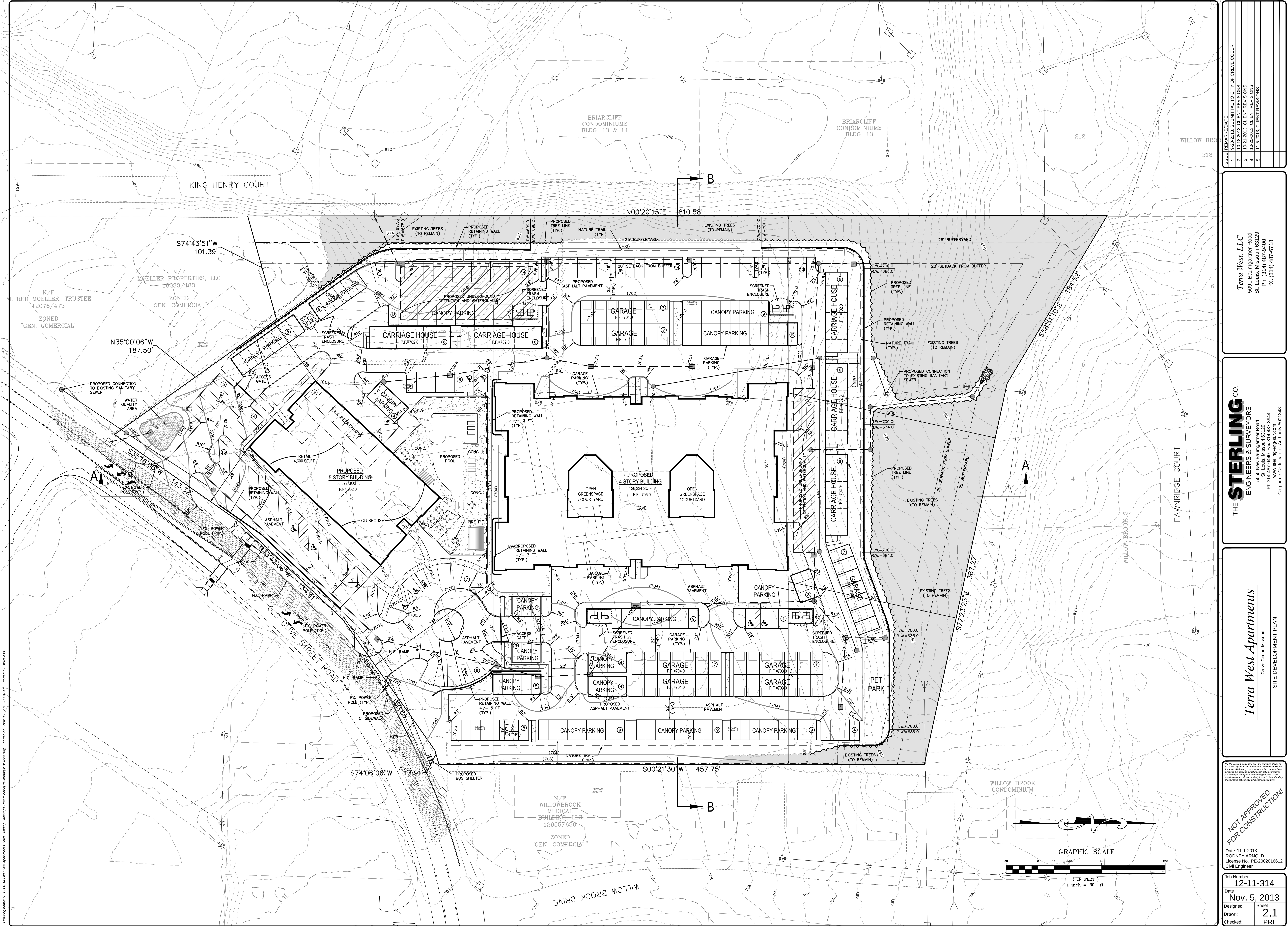
SCOTT SAUNDERS
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



DATE	REVISIONS
11-1-2013	1. SUBMITTAL TO CITY OF CREVE COEUR
10-18-2013	2. CLIENT REVISIONS
10-21-2013	3. CLIENT REVISIONS
10-25-2013	4. CLIENT REVISIONS
11-5-2013	5. CLIENT REVISIONS

Terra West, LLC
5091 Baumgartner Road
St. Louis, Missouri 63129
Ph. (314) 487-9000
fx. (314) 487-6718

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129 6844
Ph. 314-487-9000
www.sterling-eng-survey.com
Corporate Certificate of Authority #001348

Terra West Apartments
Creve Coeur, Missouri
SITE DEVELOPMENT PLAN

NOT APPROVED
FOR CONSTRUCTION!

Date: 11-1-2013
RODNEY ARNOLD
License No. PE-2002016612
Civil Engineer

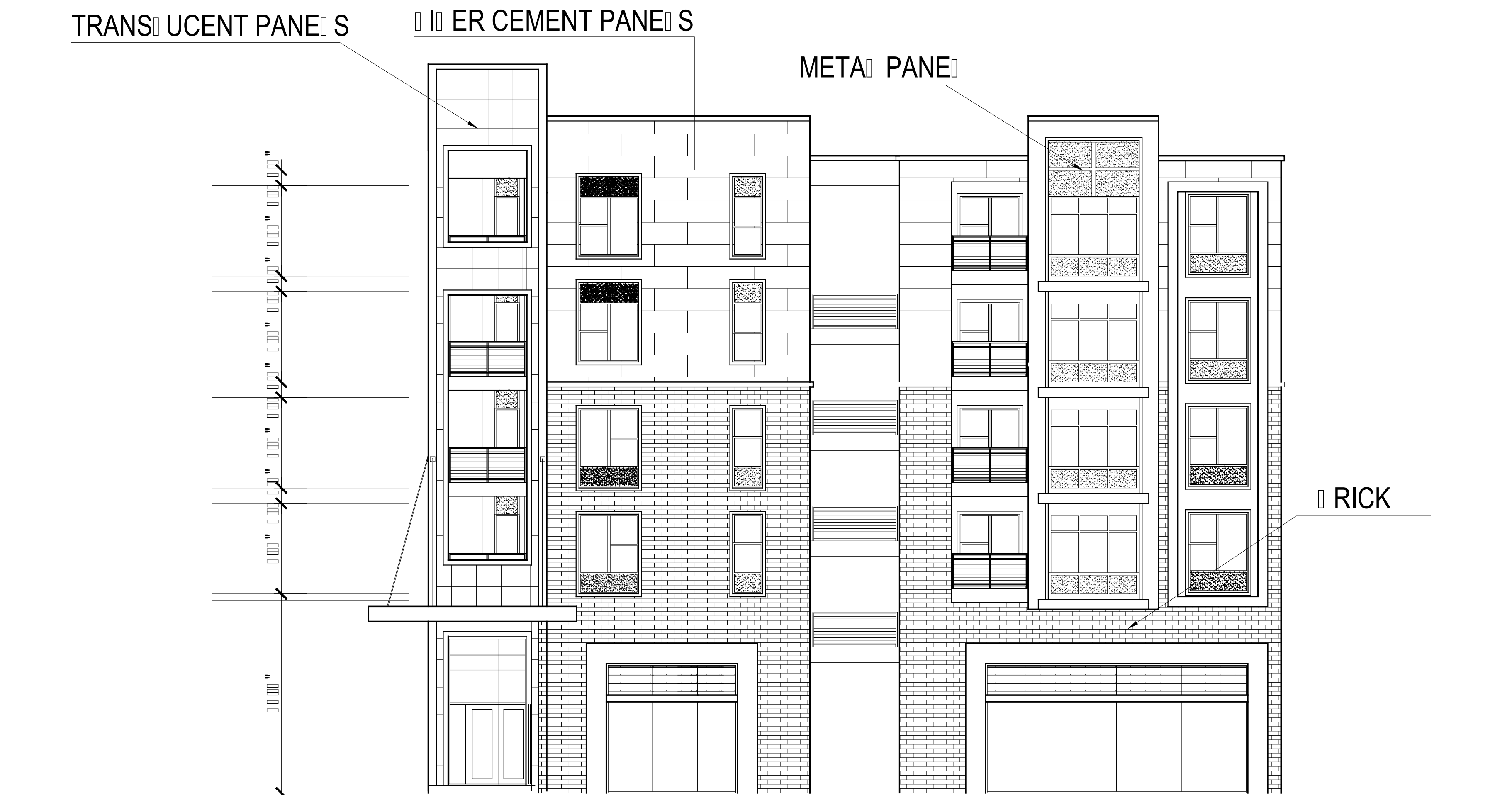
Job Number:
12-11-314

Date:
Nov. 5, 2013

Designed: Sheet

Drawn: **2.1**

Checked: PRE



EST ELEVATION

OLD OIL STREET
TERRA HOLDING
CREE COEUR MO

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HPA 16 17 18 19



HUMPHREYS & PARTNERS ARCHITECTS L.P.

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SOUTH ELEVATION

OLD ORLEANS STREET
TERRA HOLDING
CREATIVE COEUR MO

HPA



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HPA



NORTH ELEVATION

OLD OIL STREET TERRA HOLDING CREATIVE COEUR MO

HPA



HUMPHREYS & PARTNERS ARCHITECTS L.P.

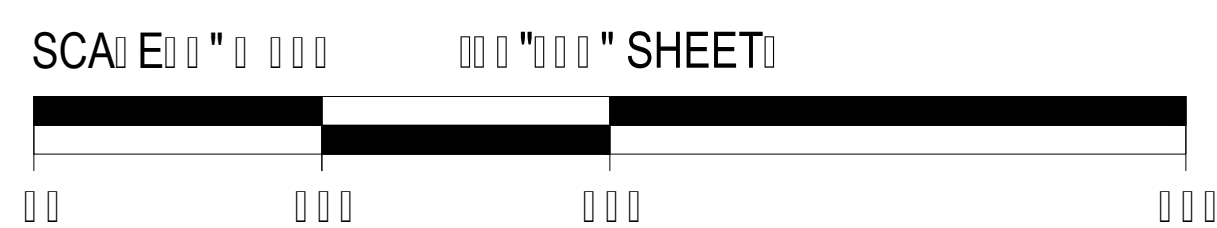
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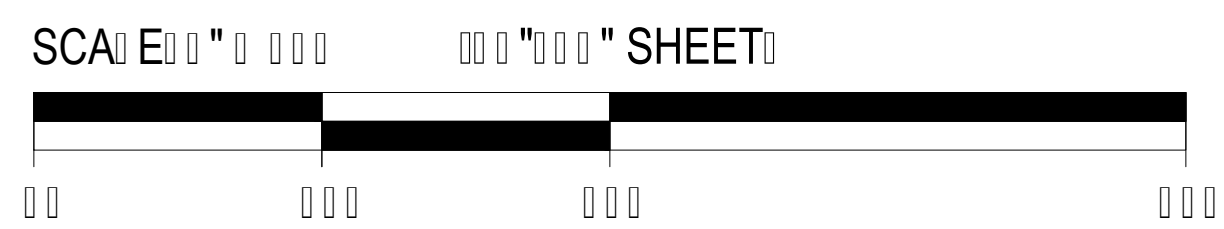
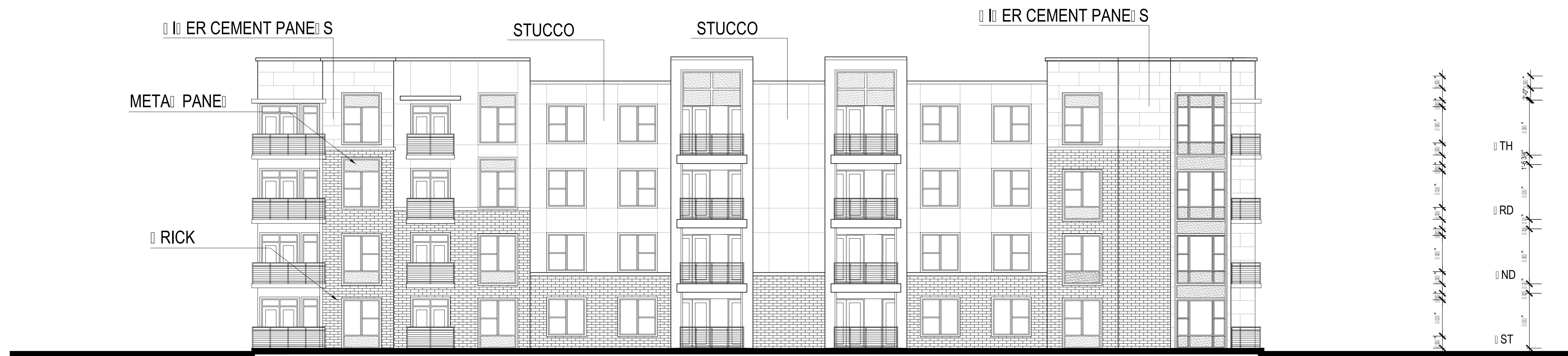
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BUILDING ELEVATION

ARCH

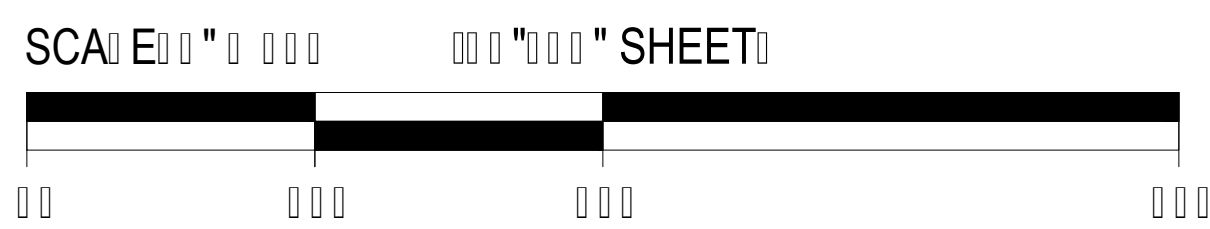
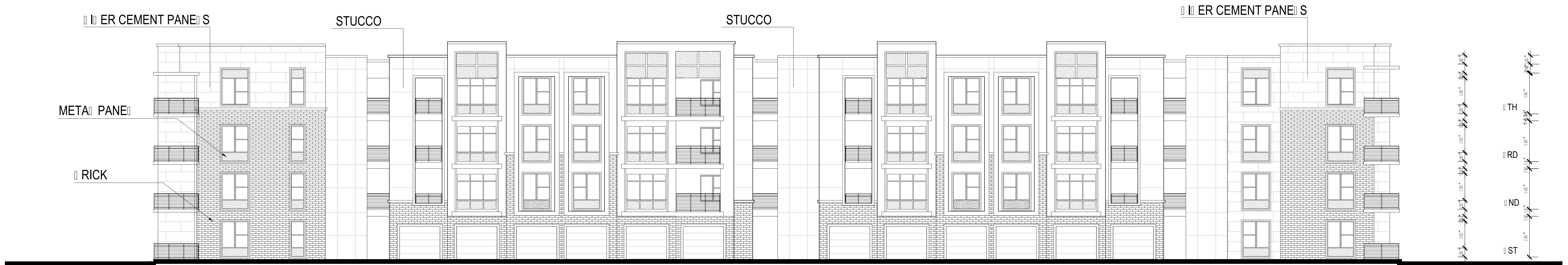




UNITING SOUTH ELEVATION

ARCH

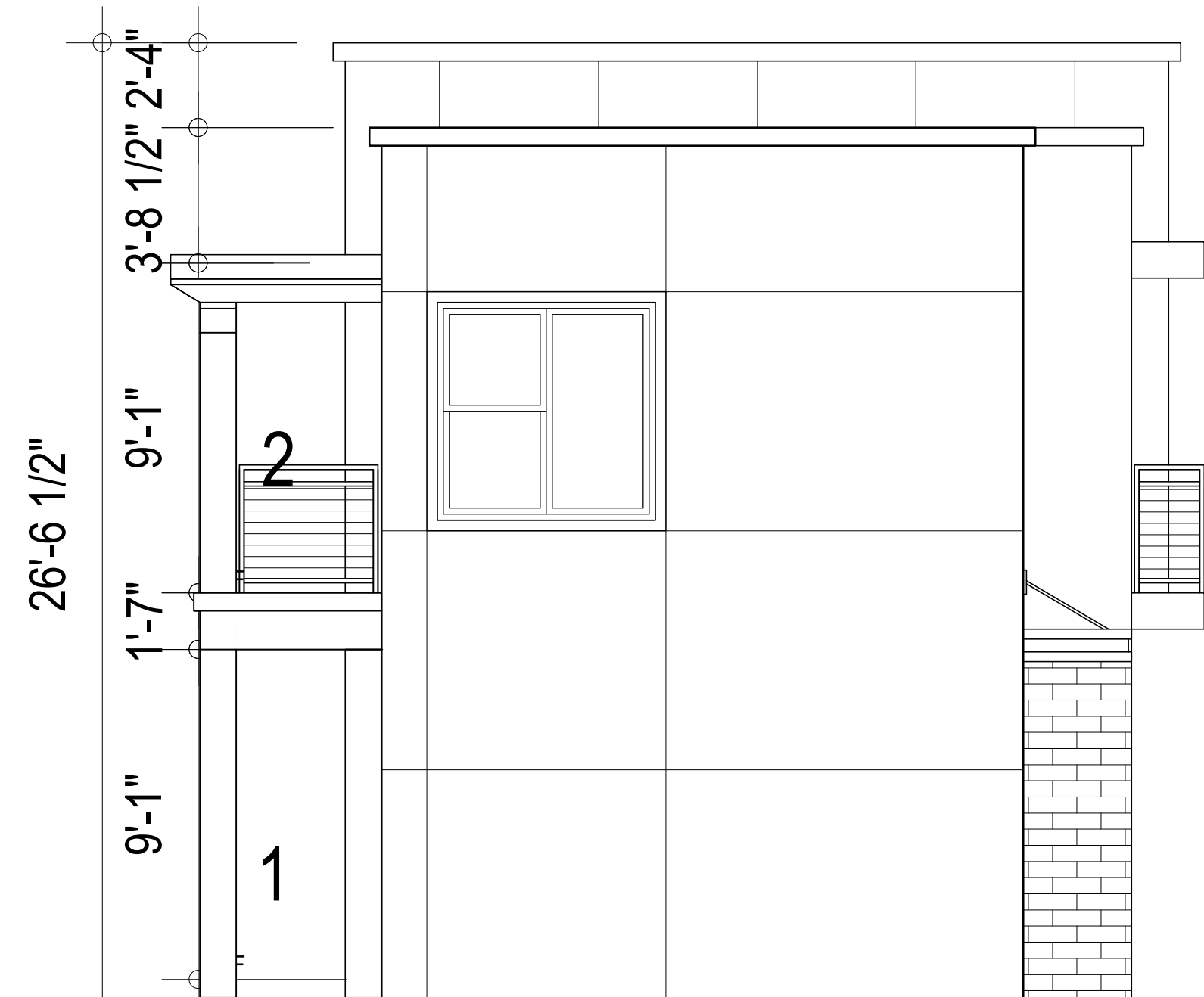




BUILDING EAST ELEVATION

ARCH





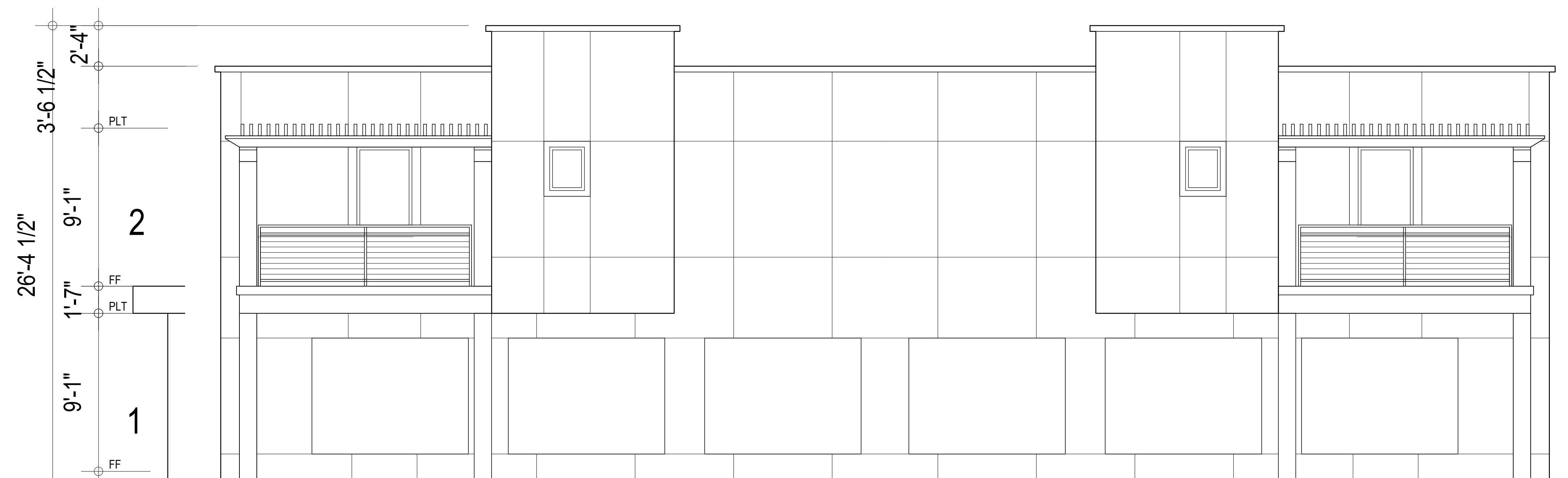
CARRIAGE HOUSE - LEFT ELEVATION
SCALE: 1/4" = 1'-0" (24"x36" SHEET)



CARRIAGE HOUSE - FRONT ELEVATION
SCALE: 1/4" = 1'-0" (24"x36" SHEET)

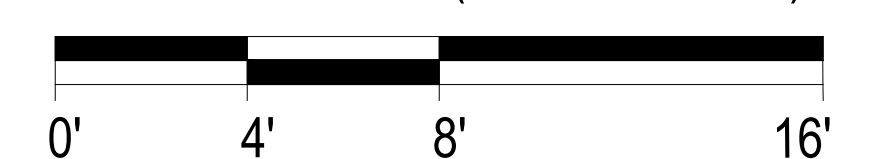


CARRIAGE HOUSE - RIGHT ELEVATION
SCALE: 1/4" = 1'-0" (24"x36" SHEET)



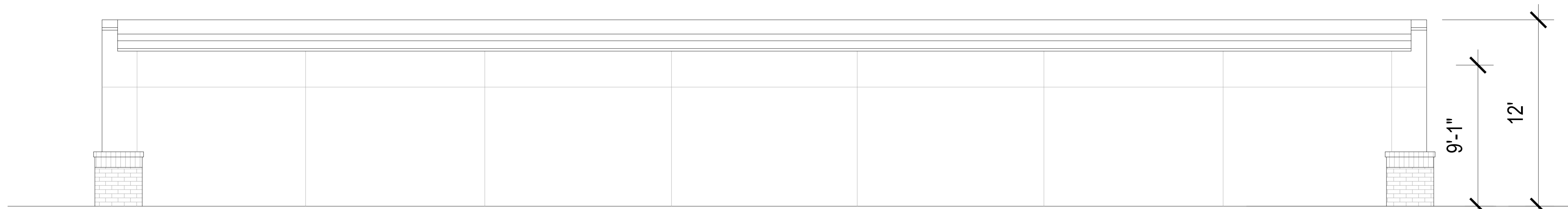
CARRIAGE HOUSE - REAR ELEVATION
SCALE: 1/4" = 1'-0" (24"x36" SHEET)

SCALE: 1/4"=1'-0" (24"x36" SHEET)

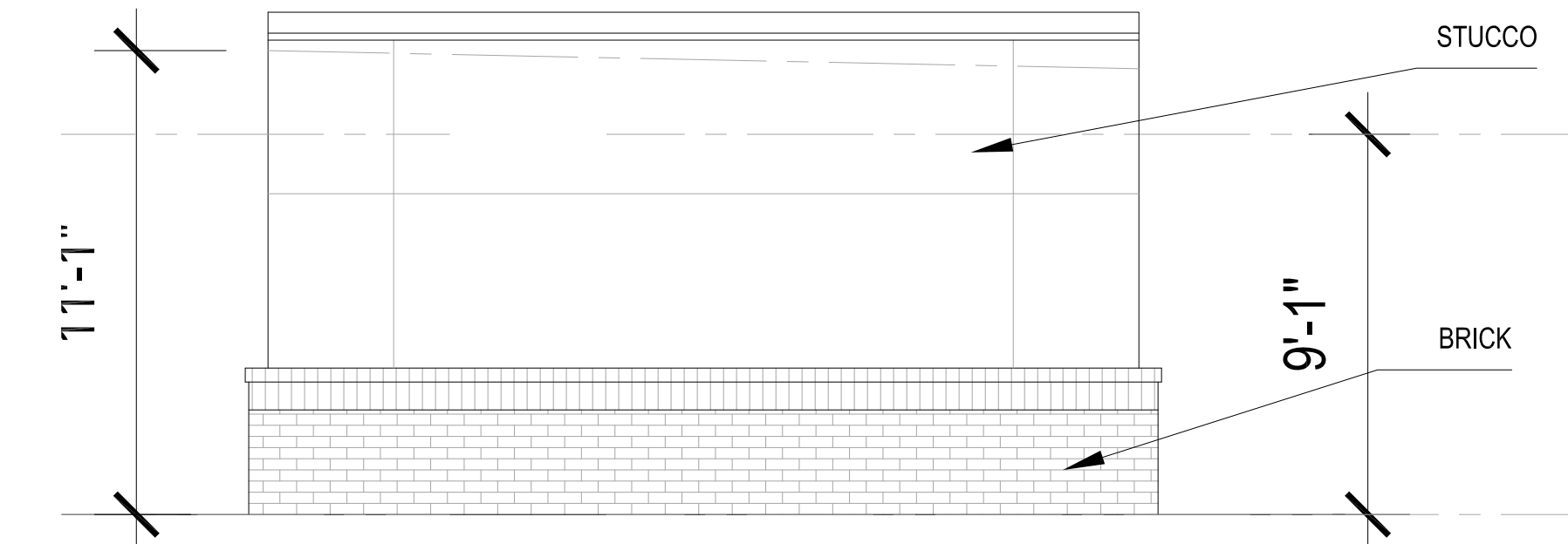


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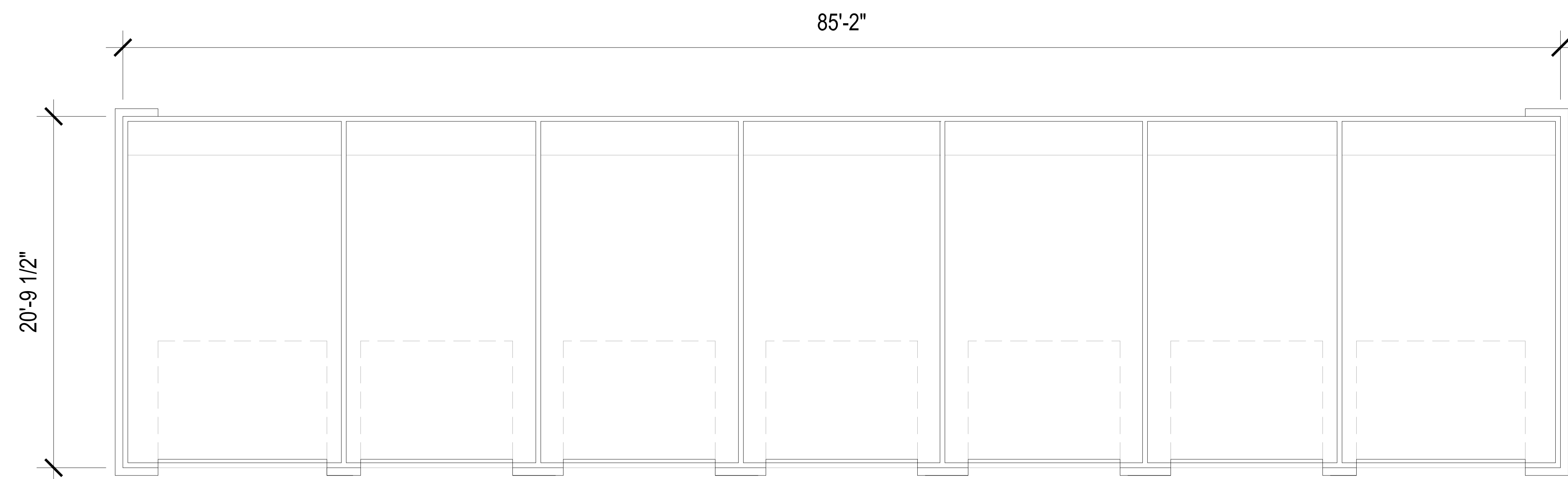
03 DETACHED GARAGE REAR ELEVATION
SCALE: 1/4"=1'-0"



04 DETACHED GARAGE END ELEVATION
SCALE: 1/4"=1'-0"



02 DETACHED GARAGE FRONT ELEVATION
SCALE: 1/4"=1'-0"



01 DETACHED GARAGE PLAN
SCALE: 1/4"=1'-0"

SCALE: 3/8"=1'-0" (24"x36" SHEET)

A910

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Architectural conceptual site plans are for feasibility purpose only. Revisions may occur due to further investigation from regulatory authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer to surveys and civil drawings for technical information and measurements.

11/13/2013

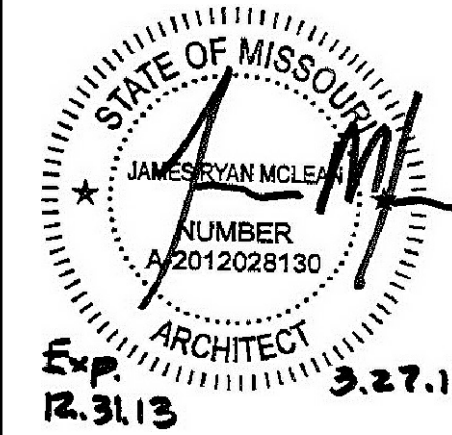
OLD OLIVE STREET
TERRA HOLDING
CREVE COEUR, MO

HPA#13000



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AT FOUNTAINVIEW
SAINT CHARLES, MO
TERRA WEST



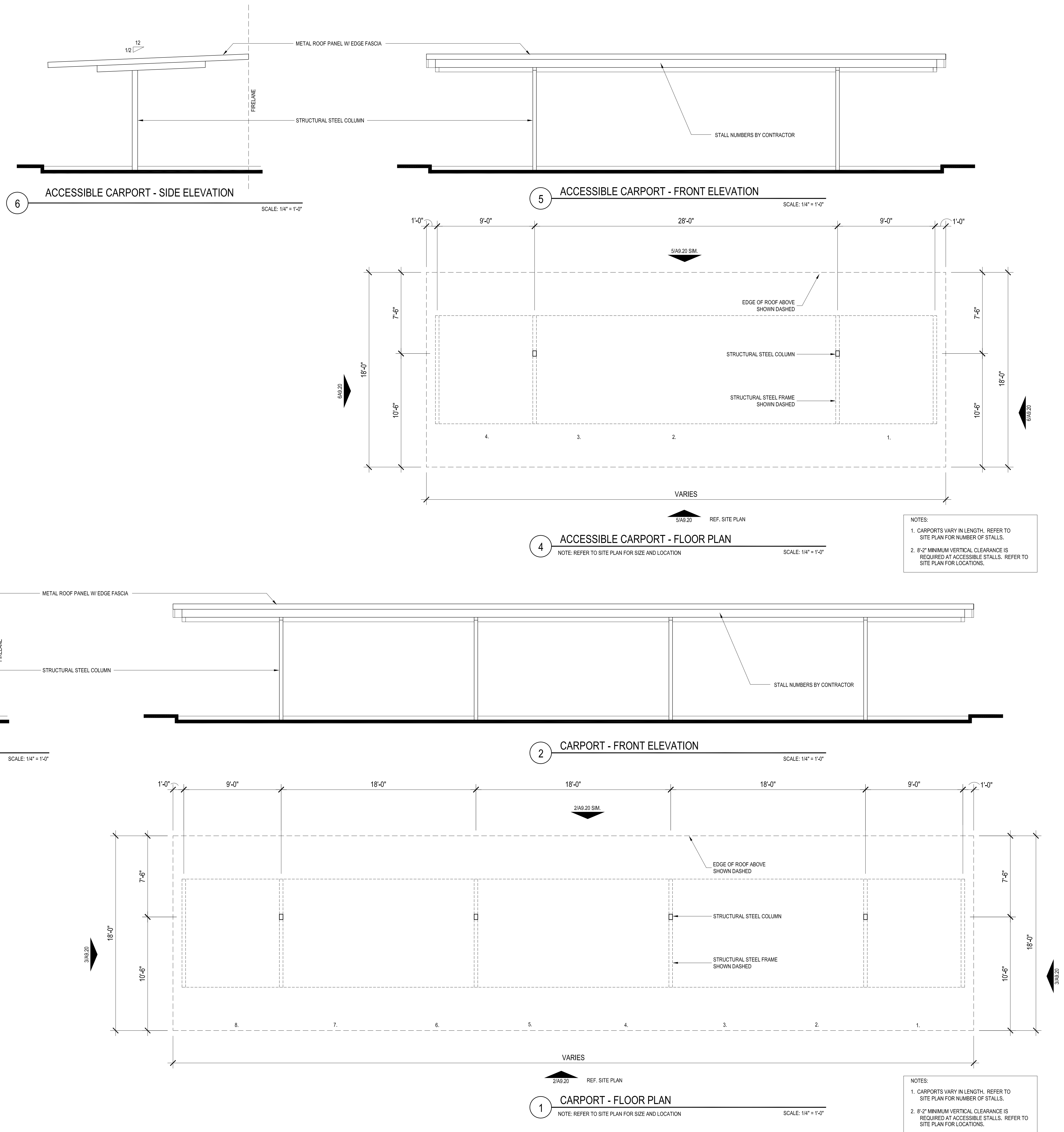
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SHEET CONTENTS:
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SHEET NO.

A9.20
11244

PERMIT SET





city of CREVE COEUR

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**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-042 REZONING OF 10545 OLD OLIVE STREET ROAD TO "PRD"
PLANNED RESIDENTIAL DEVELOPMENT DISTRICT AND SITE
DEVELOPMENT PLAN FOR A 182-UNIT RESIDENTIAL DEVELOPMENT**

FOR THE MEETING OF: November 18, 2013

SUBJECT PROPERTY LOCATION: 10545 Old Olive Street Road, formerly the Hamilton Christian Church

REQUEST: An application has been submitted for the approval of the rezoning of 8.05 acres from R-3 (former St. Louis County zoning) and "GC" General Commercial to "PRD" Planned Residential Development District. The PRD zoning includes the site development plan for a 182-unit multi-family residential development with a commercial component of 4,600 square feet.

ADDITIONAL INFORMATION: The revised site plan drawings include the addition of a median on Old Olive Street Road to address comments from the Traffic Study, making the southernmost access drive a right in/right out only, provision of a pedestrian crossing to the Pavilion Drive, and the addition of a new bus shelter on the frontage. Internal site changes include the relocation of a carriage house, and several canopy parking locations, and the inclusion of a pet park and walking path.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?
- Does the project meet with the criteria for a Planned Residential Development?

Comp. Plan References

- Commerce Center Action Area

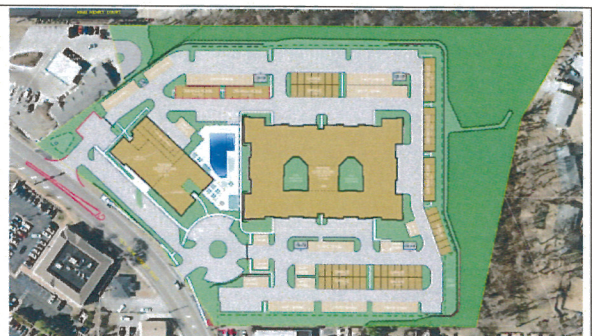
Zoning Code References

- Section 405.390(D)(2):
Planned Residential Development "PRD"

APPLICANT: Brad Goss
SmithAmundsen, LLC
120 S. Central Ave. Suite 700
St. Louis, MO 63105

**PROPERTY OWNERS
UNDER CONTRACT:**

Terra West, LLC
5091 Baumgartner Road
St. Louis, MO 63129



REPORT PREPARED BY:

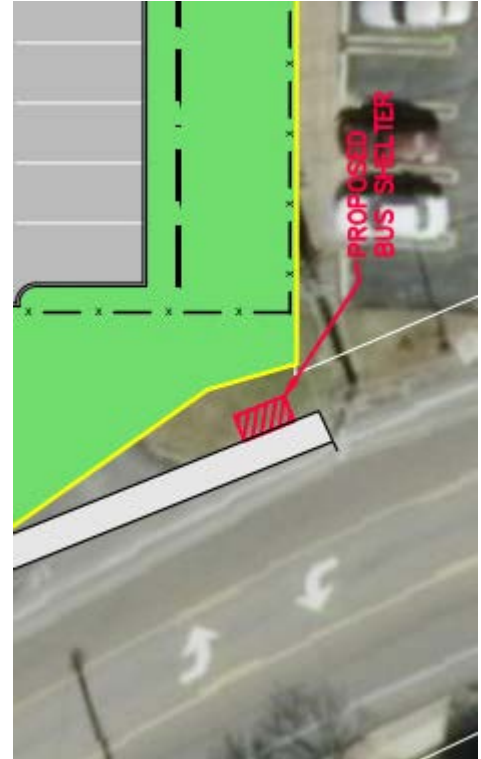
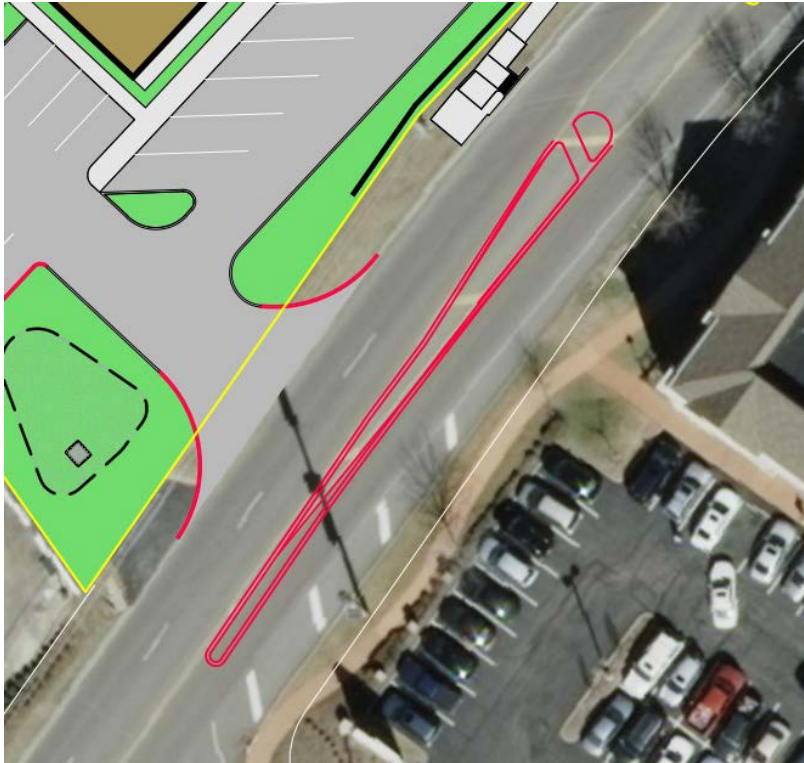
Whitney Kelly
Whitney Kelly, AICP, City Planner

11/15/2013
Date

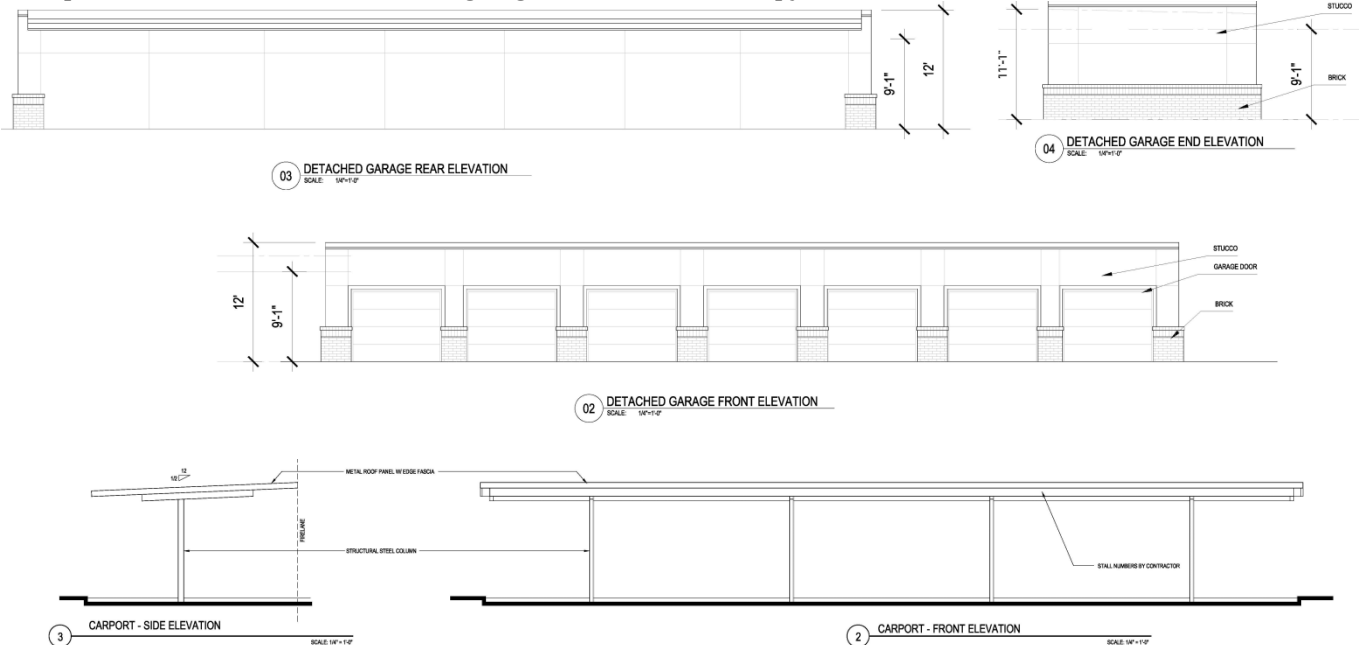
ATTACHMENTS: Revised drawings submitted November 5 and 13, 2013
Traffic Study submitted by CBB
MoDOT comments on Traffic Study
Draft Ordinance

REVISED INFORMATION

The proposed changes to the side include a median in Old Olive Street Road, with a pedestrian connection to the commercial development to the south, and a new bus shelter at the southwest corner of the property. Below are close-ups of the median improvements and the bus shelter area.



Also provided are the elevations of the garage structures and canopy structures:



ZONING REVIEW

Section 405-390 describes, in considerable detail, the characteristics that a proposed planned development should have, as well as certain standards of review that must be performed by the Planning Commission. The prior staff report addressed most of the Design Criteria. The table below only addresses those items that required further review based on the last staff report.

Design Criteria	Assessment
(8) Balances increased structure densities for the subject property with more cohesive and organized open space.	The proposal places the highest density abutting the commercial corridor and then transitions quickly toward residential. More open concepts have been explored but, in order to maintain the substantial existing tree mass, the density must be increased in the center of the site. Since preservation of the treed area is an important objective, staff must conclude that this criterion is met.
(9) Improves on, or provides for, efficient circulation patterns, access controls and screening of parking facilities.	The Applicant is providing for new pedestrian pathways throughout the site as well as along Old Olive Street Road, where currently there are no sidewalks. Further, the addition of the median with a pedestrian connection to the commercial development to the south has been included, as well as a new creatively designed bus shelter. However, Staff find that this shelter should be bigger, and no preliminary designs have been submitted. MoDOT has requested that it also be moved further south along Old Olive Street Road to line up with the new pedestrian cross-walk across Old Olive Street Road. With the recently approved “Vanguard” project, the included shelter must receive approval from P&Z prior to the project receiving a final certificate of occupancy. Therefore, Staff has included a similar condition in the draft ordinance for this project. The prior Staff Report indicated that the landscaping for the parking areas need to be more thought out, and the area along Old Olive Street Road needs to be enhanced. Staff has not received a revised Landscape Plan that addresses these concerns although such changes can be handled administratively if so desired by the Commission.
(10) Provides adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, stormwater control, sanitary sewer, and parks and recreation facilities.	As mentioned above, the proposal is providing new sidewalk facilities along Old Olive Street Road along with pedestrian connections to the Pavilion Shopping Center/Theater. Also as identified above, concerns over the bus shelter design and location will be resolved through a requirement that the shelter receive specific Planning Commission approval before the man development can be occupied. Regarding stormwater control, the project will have to meet with MSD requirements, and the applicant is providing an underground stormwater detention facility, in addition to a water quality feature at the southwest corner of the property. It should be noted that this represents another design choice that further protects the existing tree mass to the north. Additionally, the applicant has included a “nature/walking path” around the perimeter of the development, and relocated the carriage house at the very northeast corner of the property, to provide a new pet park for the residents. However, the nature path would be better suited to a location in the trees that is open to the public in order to be a true nature path. That said, ADA requirements for accessibility could make it difficult or impossible to fully accomplish.
(13) Provides effective landscaping, or screening in or around the separate developments within the PRD.	As mentioned in the prior staff report, the transition from the main residential building to the carriage houses seems stark. Staff recommended that eliminating one of the carriage house buildings at the northeast corner of the lot would allow more on-site landscape and increase the preservation of the tree mass at the northeast corner where the project is closest to the adjoining residential property. In response,

	the applicant has relocated two of the carriage house buildings, and replaced them with a pet park and an additional single-story garage. If the pet park is planted with trees, it will improve the greenspace within the development area but these changes will still push into the tree mass as before. If the Planning Commission believes this is due to overly intense use of the site, the pet park and garage will need to be eliminated allowing the development to be squared off in order to maintain a greater amount of the existing tree-mass at the northeast corner of the site.
--	---

In addition to the design criteria above, the Planning Commission is required, by Section 405-390.F, Review Criteria, to review the project as a whole against specific standards, below is an update to the Table from the prior Staff Report of those items that were not fully addressed. Where no additional information was needed, the item was not included for further discussion here:

Review Criteria	Analysis
2. Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets.	The City's traffic consultant has not yet reviewed the Traffic Impact Study but MoDOT has and their comments are attached. MoDOT ultimately has the final authority to approve any right-of-way changes in this area, but the city has customarily relied upon its consultant to serve as a third party reviewed of the traffic conditions and to offer comments to MoDOT prior to their final approval. The Commission should vote on a recommendation in advance of the consultant's report only if they believe that no substantive changes will be suggested.
6. Architecture and building materials are consistent with the character of the proposed development and compatible with areas of the City proximate thereto.	The prior Staff Report indicated that the layout of the parking garages should avoid creating the canyon effect, and consider clustering the buildings, varying the design of the garage buildings and/or mixing more landscape into the garage area. The Applicant has rearranged the mix of canopy/garage and carriage houses throughout the site. However, there is really no way to change the layout and maintain the yield without causing the project to move further into the tree mass.
7. Landscaping is appropriate for the scale of development and consistent with any applicable City codes, ordinances and standards.	A revised Landscape Plan has not been submitted at this time. Prior comments included that the landscaping for the parking areas does need to be more thought out, and the area along Old Olive Street Road needs to be enhanced, as discussed. However, if the Commission feels comfortable with these areas being resolved administratively, a condition of approval could be added to the draft ordinance allowing for a revised landscape plan, for the Zoning Administrator's approval, that addresses these areas.
8 The proposed development preserves any significant architectural and environmental features of the property.	The only significant features that warrant protection on site are the stands of existing trees along the north and west, and these will be largely preserved. Whether or not more preservation should take place revolves around keeping or deleting at least one carriage house and the pet park as discussed above.
10. The proposed uses are compatible with the area surrounding the proposed development and will not have a material net cumulative adverse impact on the surrounding area or the City as a whole.	MoDOT has requested an adjustment to the current design of the median /pedestrian mid-block crosswalk and location of the bus shelter, as well as requested further review of the intersection of Old Olive Street Road and Olive Boulevard. A condition of approval includes that the Applicant meet with any recommended changes requested by MoDOT.
11. The proposed development complies with all other applicable codes and ordinances.	Again, to the extent known at this level of design development, staff believes all other codes and ordinances have been addressed, however, the draft PRD ordinance requires that the lighting plan meet with Section 405.680, and the Landscape Plan should be revised to meet with Section 405.540.
13. There is a demonstrated level of the public benefit to the City derived from the proposed development, per Section 405-390.B.	The Applicant has submitted a statement of 10 points that they believe how this project meets with the public benefit requirement: 1. Establishing a pedestrian friendly environment in the absence of any such improvements currently on site by extending the walk

	along the perimeter of the property and providing a raised median in Old Olive Street Road with cross walks to allow pedestrians safe access to the AMC Center and restaurants. 2. Improving the multi-modal transportation corridor by providing a transit shelter with architecturally coordinated finishes on the northeast corner of our site. 3. Improving the storm water quality in the area by providing a water quality feature on the southeast corner of our property that will clean storm water that currently is running off site without any storm water quality control. This water quality feature is not mandated by MSD. 4. Improving the storm water management in the area by providing onsite, underground detention, whereas the site currently lacks any storm water control such that storm water sheet flows off of the site onto adjoining properties. 5. Providing a form of housing needed by the life sciences industry in the area that will help them grow this industry and attract jobs to Creve Coeur. The project's residential component has been singled out by representatives of this industry as critical to their continued success as they compete nationally for qualified applicants to work at their facilities. 6. The Church property, given its current use, contributes no tax revenue to the City; this project puts the property back on the tax rolls, providing revenue for the City and other taxing districts. 7. The Church property is in decline and the building is not adaptable to another use; while whether the property is blighted is debatable, the current condition is not compatible with the finish and appearance of other commercial and residential developments in the City. The project addresses these conditions with buildings that are high finish, architecturally dynamic and with ancillary improvements that are positive for the project and surrounding neighborhood, such as the water feature, pathway and other amenities. 8. We are providing a catalyst for further improvement of the Old Olive Street corridor as desired by the Comprehensive Plan with a mixed use development that addresses a housing need lacking in the City and also providing some additional commercial services to the neighborhood. 9. The property contains approximately 8 acres of land. The project sets aside approximately 1.6 acres of land on the north and perimeter of the site that are not disturbed and are not fenced in, leaving them open, a condition that would not occur with a more intensively developed project or a typical commercial project. 10. The project appropriately balances the mix of uses surrounding the site and although part of the project is zoned "GC" General Commercial, as well as property to the east and west, uses of other neighboring properties are residential. The project appropriately balances these uses, provides compatible uses and significant buffering around the site, a creative reuse of the property that fits within the overall commercial and residential fabric of the surrounding neighborhood. Staff believe that despite several limited concerns, the project does provide a substantial benefit to the public, when all aspects are taken together. It is true that the development will be visible from the houses to the north and it will create additional traffic in the area. However, the progress for this area sought by the Comprehensive Plan cannot be accomplished without change. With this project, the cost of not utilizing much of the treed area and the cost of right-of-way and transit improvements necessitates a more intensive project. The members of
--	---

	the Planning Commission must contemplate whether or not they agree that this trade off of intensity for public benefits constitutes satisfaction of the PRD approval criteria.
--	--

SUMMARY AND RECOMMENDATION

The attached draft ordinance contains the listed conditions of approval discussed above, including, but not limited to, approval of an unique architecturally designed transit shelter adjacent to the proposed crosswalk, approval by MoDOT of any right-of-way improvements, and adherence to the lighting regulations of the Zoning Code. Additionally, the prior landscape concept plan needs additional work to meet with the Design Guidelines, as discussed in the prior report. However, if the Commission is comfortable with the overall design and feels comfortable in providing direction, a landscape plan can be revised and reviewed by the Zoning Administrator, prior to proceeding to the City Council.

SUGGESTED ACTION

If the Planning and Zoning Commission believes that a recommendation should be held until a report is received from the City's traffic consultant and/or until further site and landscape plan revisions can be made, then the following is an example motion for a continuance:

"I move to continue Application #13-042 to the meeting of December 2, 2013, to allow the applicant time to address the comments of the Commission." (Note that the Commission may substitute a different meeting date as they deem necessary.)

If the Planning and Zoning Commission believes that the remaining issues are sufficiently minor that the project should proceed forward with the noted changes being made before the City Council, then the following is an example of an appropriate motion for a recommendation:

"I move to recommend approval of Application #13-042, the rezoning and site development plan for Terra West Planned Residential Development subject to the conditions contained in the draft ordinance prepared for the meeting of November 18, 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.

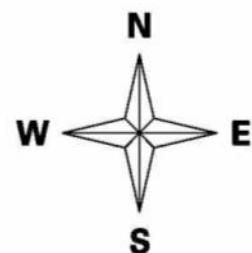
APPENDIX 3: AERIAL MAP



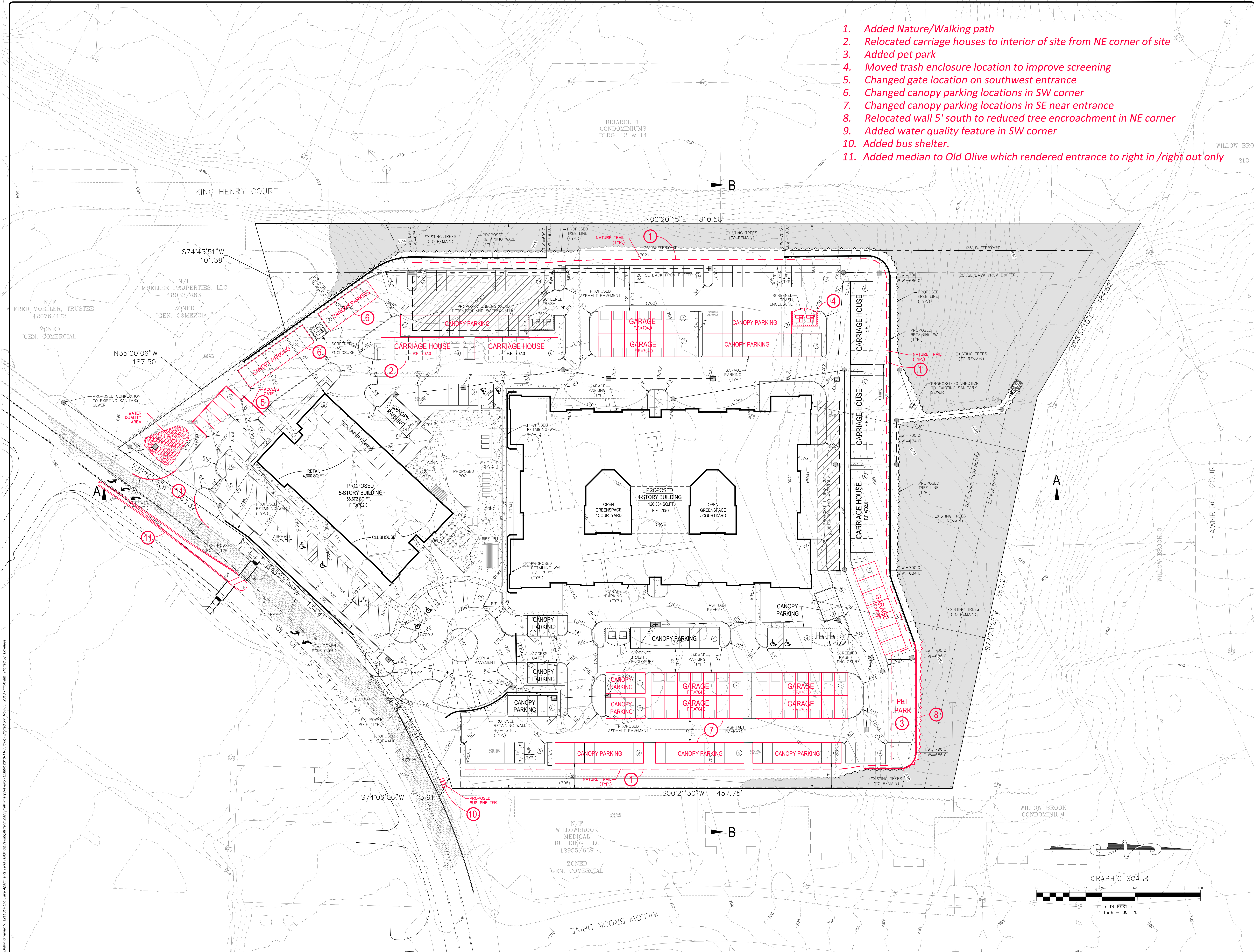
Property lines



10545 Old Olive Street Road
Formerly Hamilton Christian Church



Drawing name: V:\121114 Old Olive Apartments\Terra West\Drawings\Site\121114-05.dwg, Printed on: Nov 05, 2013, 11:45am, Printed by: shawkes



1. Added Nature/Walking path
2. Relocated carriage houses to interior of site from NE corner of site
3. Added pet park
4. Moved trash enclosure location to improve screening
5. Changed gate location on southwest entrance
6. Changed canopy parking locations in SW corner
7. Changed canopy parking locations in SE near entrance
8. Relocated wall 5' south to reduced tree encroachment in NE corner
9. Added water quality feature in SW corner
10. Added bus shelter.
11. Added median to Old Olive which rendered entrance to right in /right out only

ISSUE		REVISIONS
1	9-20-2013	SUBMITTAL TO CITY OF CREVE COEUR
2	10-18-2013	CLIENT REVISIONS
3	10-21-2013	CLIENT REVISIONS
4	10-25-2013	CLIENT REVISIONS
5	11-5-2013	CLIENT REVISIONS

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fx. (314) 487-6718

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www.sterling-eng-survey.com
Corporate Certificate of Authority #001348

Terra West Apartments
Creve Coeur, Missouri
SITE DEVELOPMENT PLAN

NOT APPROVED
FOR CONSTRUCTION!

Date: 11-1-2013
RODNEY ARNOLD
License No. PE-2002016612
Civil Engineer

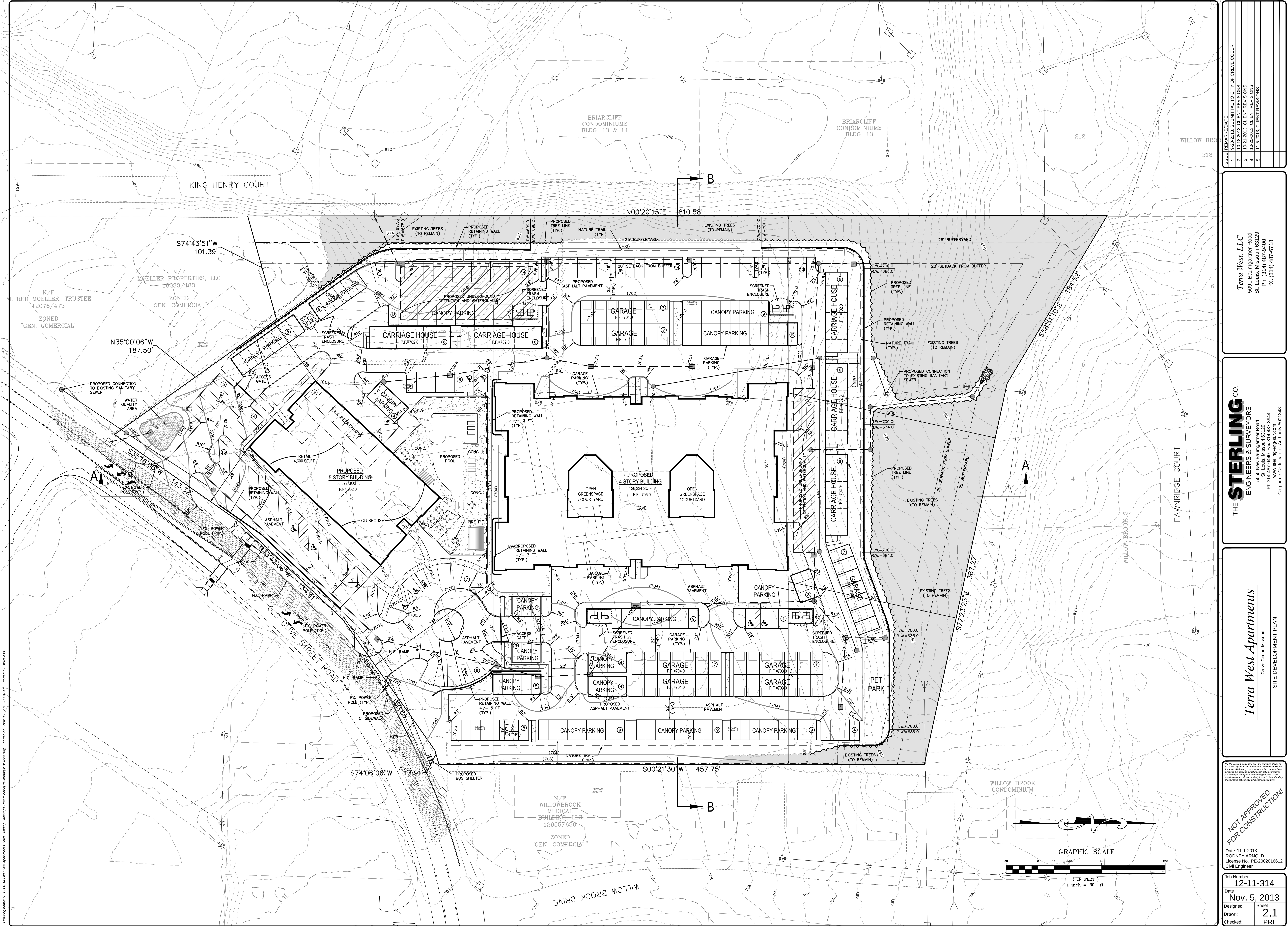
Job Number:
12-11-314

Date:
Nov. 5, 2013

Designed: Sheet
2.1

Drawn:
PRE

Checked:



ISSUE	REVISIONS	DATE
1	10-18-2013, SUBMITTAL TO CITY OF CREVE COEUR	
2	10-18-2013, CLIENT REVISIONS	
3	10-21-2013, CLIENT REVISIONS	
4	10-25-2013, CLIENT REVISIONS	
5	11-5-2013, CLIENT REVISIONS	

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Terra West Apartments
Creve Coeur, Missouri
SITE DEVELOPMENT PLAN

NOT APPROVED
FOR CONSTRUCTION!

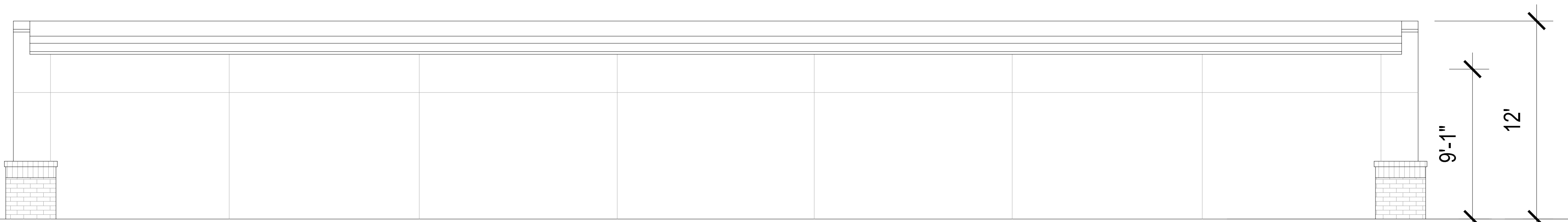
Date: 11-1-2013
RODNEY ARNOLD
License No. PE-2002016612
Civil Engineer

Job Number:
12-11-314

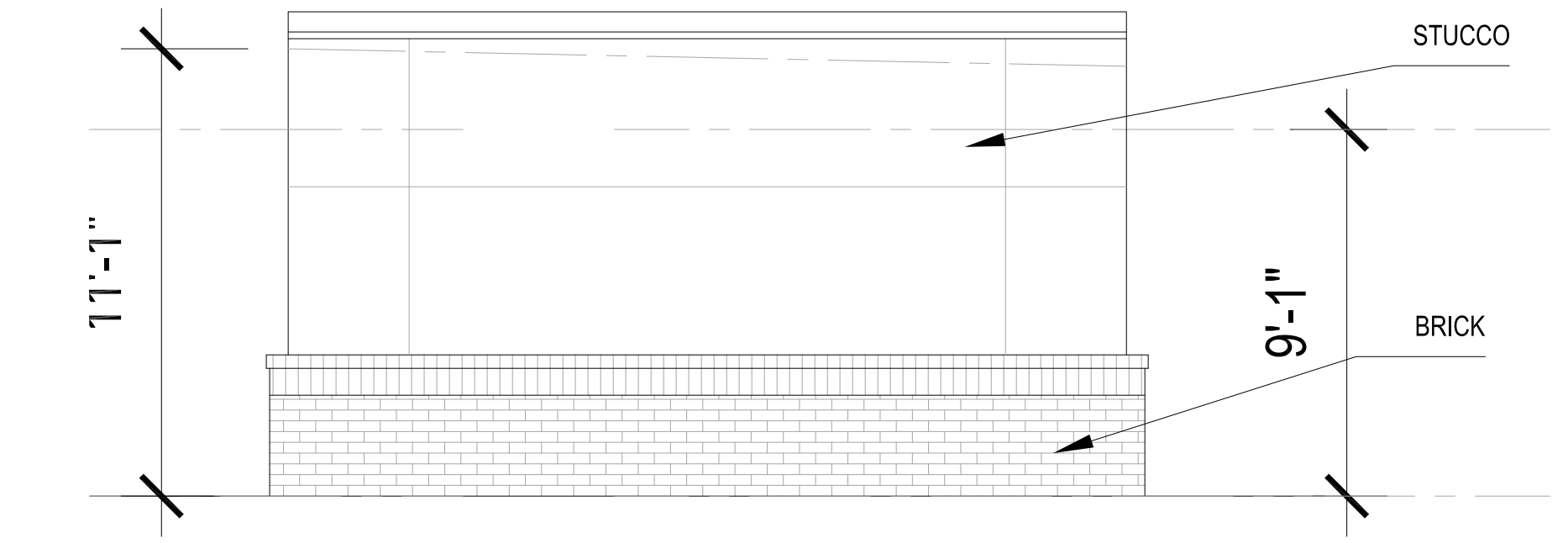
Date:
Nov. 5, 2013

Designed: Sheet
Drawn: **2.1**
Checked: PRE

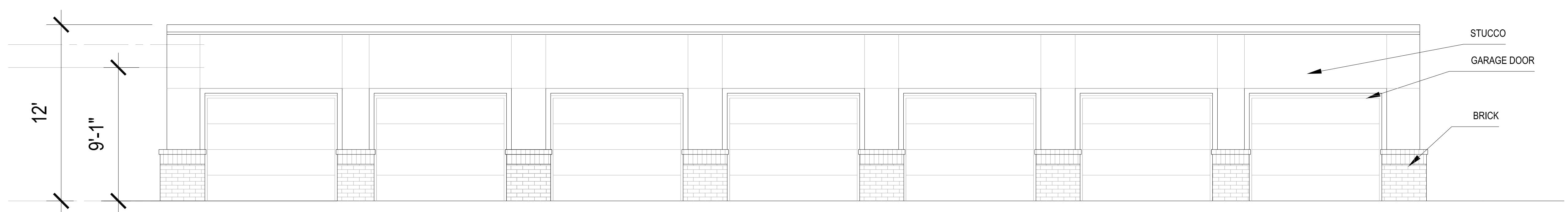
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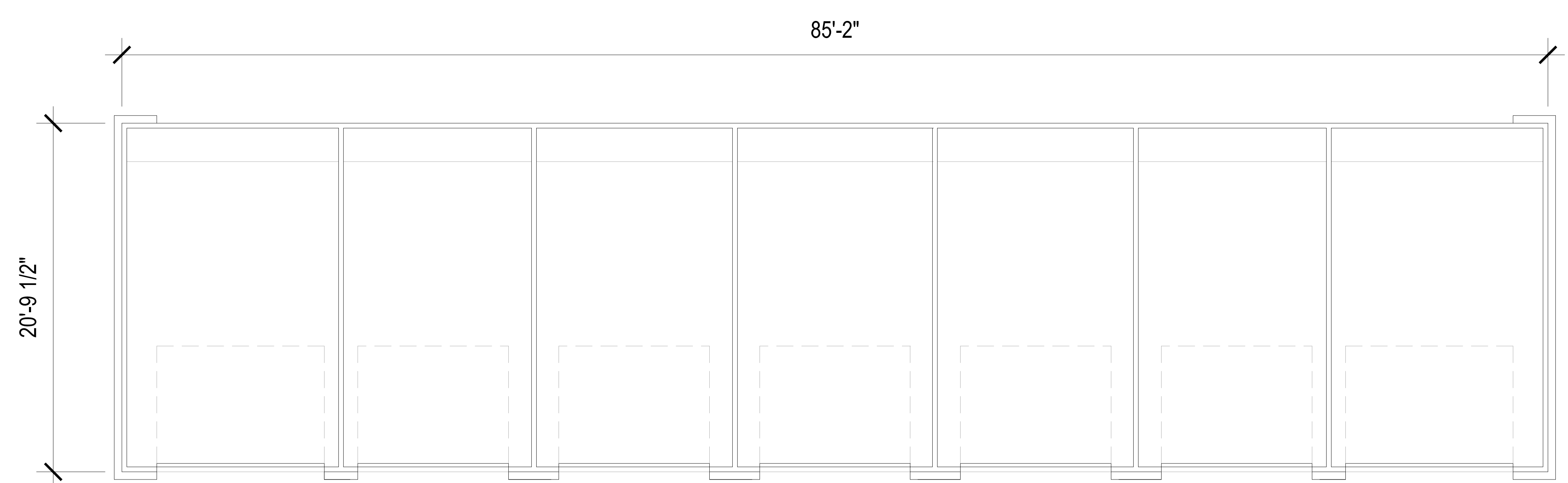
03 DETACHED GARAGE REAR ELEVATION
SCALE: 1/4"=1'-0"



04 DETACHED GARAGE END ELEVATION
SCALE: 1/4"=1'-0"



02 DETACHED GARAGE FRONT ELEVATION
SCALE: 1/4"=1'-0"



01 DETACHED GARAGE PLAN
SCALE: 1/4"=1'-0"

SCALE: 3/8"=1'-0" (24"x36" SHEET)

A910

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Architectural conceptual site plans are for feasibility purpose only. Revisions may occur due to further investigation from regulatory authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer to surveys and civil drawings for technical information and measurements.

11/13/2013

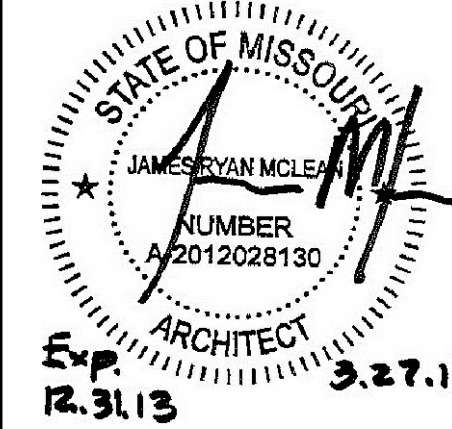
OLD OLIVE STREET
TERRA HOLDING
CREVE COEUR, MO

HPA#13000



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SAINT CHARLES, MO
TERRA WEST



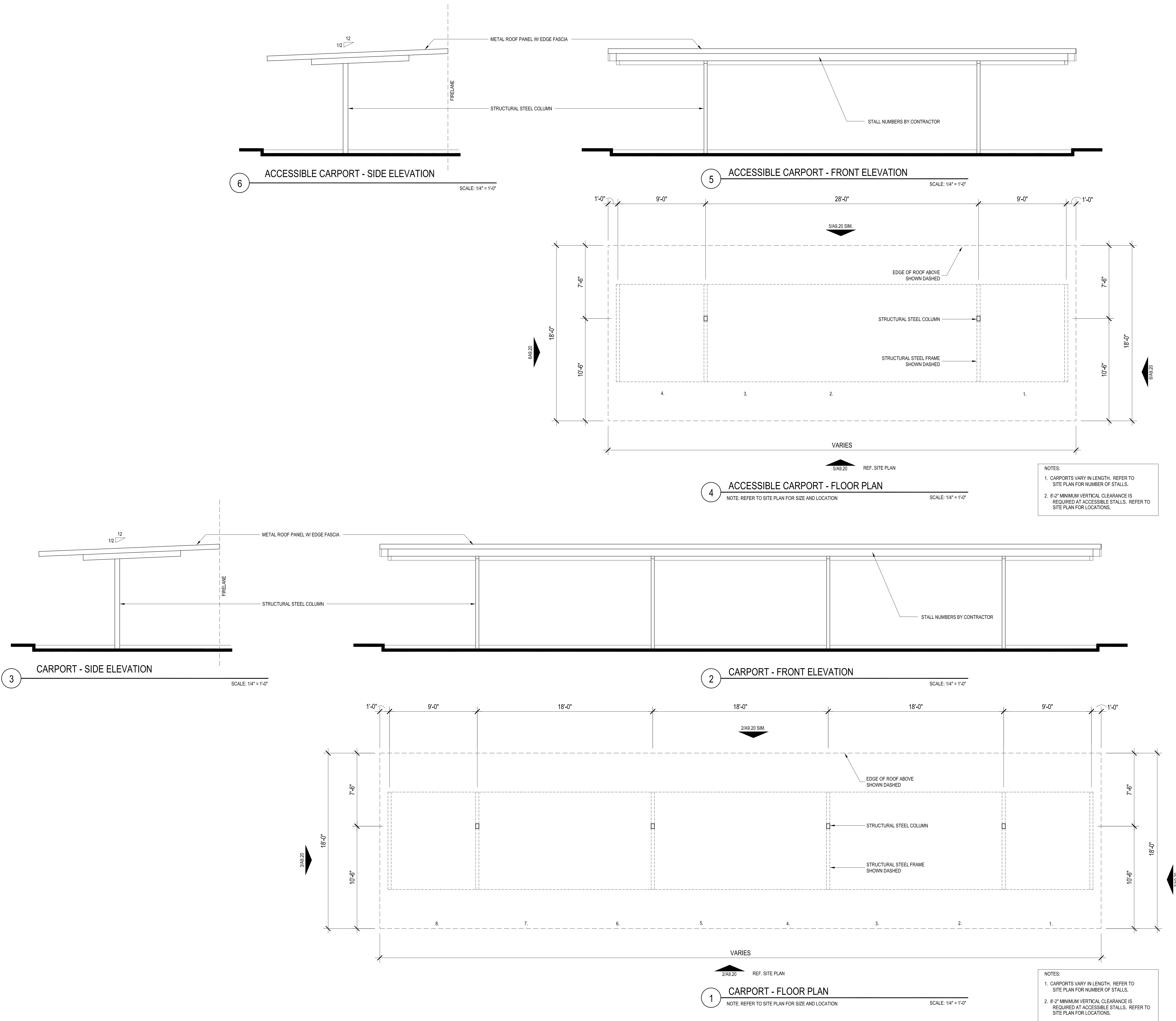
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SHEET CONTENTS:
CARPORT
SHEET NO.

A9.20
11244

PERMIT SET

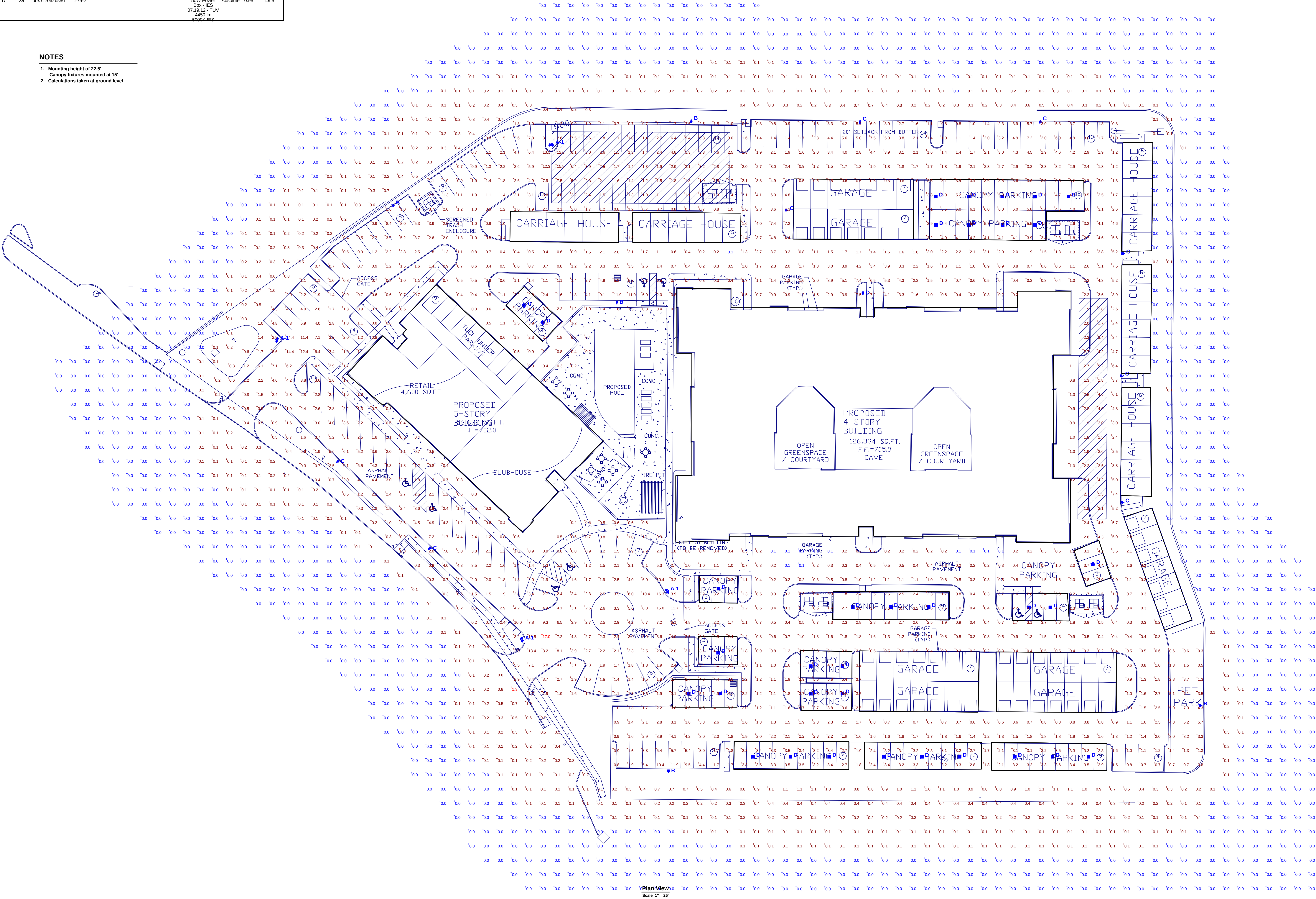


STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Property Line	+	0.1 fc	1.3 fc	0.0 fc	N / A	N / A
Parking Lot	+	2.4 fc	17.0 fc	0.1 fc	170.0:1	24.0:1

LUMINAIRE SCHEDULE							
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens LLF Watts
	B	5	XGB3-FT-LED-128-450-CW-UE	XGB3	XGB3-FT-LED-128-450-CW-UE-IES	XGB3-FT-LED-128-450-CW-UE-IES	Absolute 0.95 190
	C	9	XGB3-3-LED-128-450-CW-UE		XGB3-3-LED-128-450-CW-UE-IES	XGB3-3-LED-128-450-CW-UE-IES	Absolute 0.95 186
	A-1	4	XGB3-FT-LED-128-450-CW-UE	XGB3	XGB3-FT-LED-128-450-CW-UE-IES	XGB3-FT-LED-128-450-CW-UE-IES	Absolute 0.95 380
	D	34	box cd2062us66	275-2	50W Power Box - IES 07.10.12 - TUV 1450 lm 6000K-IES	50W Power Box - IES 07.10.12 - TUV 1450 lm 6000K-IES	Absolute 0.95 49.5

NOTES

1. Mounting height of 22.5'
Canopy fixtures mounted at 15'
2. Calculations taken at ground level.



November 4, 2013

Mr. Joe Nicpon
Terra West LLC
5091 Baumgartner Road
St. Louis, Missouri 63129

RE: Traffic Impact Study
Proposed Terra West Apartments and Commercial Development
Creve Coeur, Missouri
CBB Job No. 085-13

Dear Mr. Nicpon:

As requested, CBB has prepared a traffic study pertaining to the proposed redevelopment located near the intersection of Old Olive Street Road West and Willow Brook Drive in Creve Coeur, Missouri. The proposed site would occupy the vacant Hamilton Church site, see **Figure 1**. The lot is bordered on the north by single family homes, to the south by Old Olive Street Road West, Willowbrook Medical Center building to the east and the Waterway gas station and multi-family units to the west. Currently, a vacant church is located on the lot with two access driveways onto Old Olive Street Road West.



Figure 1 – Site Location

The purpose of this study was to determine the number of trips that would be generated by the apartments and retail space, assist in determining the most appropriate access locations and configurations for the site based on the existing and forecasted queues from the adjacent signal on Olive Boulevard, evaluate the impact on current operating conditions for the adjacent roadways, and determine the proposed development's impact and the nature of any improvements necessary to mitigate those impacts. The focus of our analysis was the a.m. and p.m. peak hours of a typical weekday.

The proposed development is expected to include 182 high end apartment units with approximately 4,600 square feet of retail space with two driveways to Old Olive Street Road West, in generally similar locations as the current site. **Exhibit 1** shows the preliminary site plan provided by others. The development would also include sidewalk along the Old Olive Street Road West frontage and would consider improving pedestrian connections and as well as improvements to the nearby Metro bus stop.

Existing Roadway Conditions

Olive Boulevard (Missouri Route 340) is a primary, east-west arterial that provides a regional connection between St. Louis City and West St. Louis County. Olive Boulevard generally consists of a five-lane section (two thru lanes in each direction plus left-turn lanes at the signalized intersections). A raised median divides eastbound and westbound traffic from west of Spoeede Road to east of Lindbergh Boulevard. The posted speed limit is 35 miles per hour (mph). It should be noted that the back-to-back left-turn lanes on Olive Boulevard between Old Olive Street Road West and Spoeede Road limits the eastbound left-turn storage bay to less than 100 feet. Separate westbound right-turn lanes are provided along Olive Boulevard at Old Olive Street Road West and Pavilion Drive. Westbound left-turn access is not provided from Olive Boulevard into Monsanto at the Pavilion Drive signal.

Old Olive Street Road West is an urban collector that provides connections between Olive Boulevard and Lindbergh Boulevard and also provides local access to adjacent properties. Old Olive Street Road West serves the southbound Lindbergh Boulevard to westbound Olive Boulevard movement in lieu of a direct ramp at the interchange. While Old Olive Street Road West is four lanes wide it is marked with three lanes (one lane in each direction and a two-way left-turn lane) from Lindbergh Boulevard to near just east of Ravenwood Lane. At Ravenwood Lane (Pavilion Access Drive), Old Olive Street Road West consists of two southbound lanes (one lane aligns with the left-turn lane and one lane feeds the through/right-turn lane at the Olive Boulevard signal), one northbound through and a northbound right-turn lane into the Pavilion Development.

For the remainder of this study, Old Olive Street Road West is referenced as east-west at Pavilion Drive and Willow Brook Drive but north-south at the site entrances and Olive Boulevard. No speed limit signs are posted along the route which was assumed to be 35 mph.

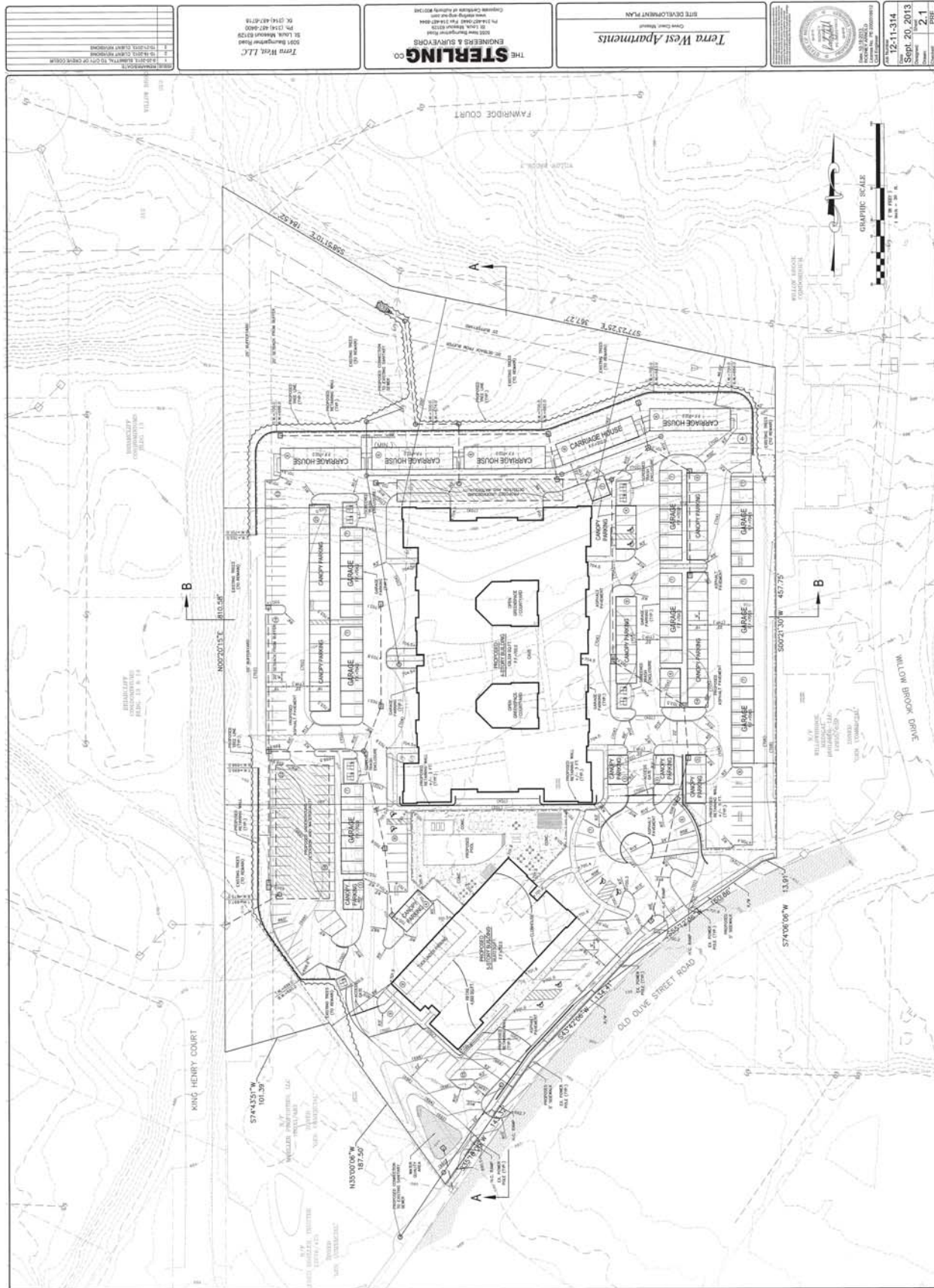


Exhibit 1: Preliminary Site Plan (Provided by Others)

Job# 085-13
 10/12/13

CBB

Crawford, Bunte, Brammeier
 Traffic and Transportation Engineers

Pavilion Drive is a two-lane north-south roadway connecting Old Olive Street Road West with Olive Boulevard. Pavilion Drive has four commercial entrances serving parking lots and an office building. Pavilion Drive intersects Olive Boulevard at a signalized intersection opposite an access to Monsanto. The southbound through and westbound left-turn movements are restricted by an island on the Monsanto entrance, effectively making the entrance a right-in only.

Willow Brook Drive is a two-lane local residential backbone street that serves residential uses north of Old Olive Street Road West to Schuetz Road. Willow Brook Drive is required to stop at the intersection with Old Olive Street Road West. The posted speed limit is 25 mph. Three all-way stops are located between Old Olive Street Road West and Schuetz Road. Willow Brook Drive has a “No Thru Traffic to Schuetz Road” sign posted just north of Old Olive Street Road West and a “No Thru Traffic” sign posted just south of Schuetz Road, which are intended to prohibit cut-through traffic.

St. Louis Bike Plan

In 2010, Great Rivers Greenway (GRG) developed a St. Louis Bike Plan for the entire St. Louis region. This plan identified locations and appropriate types of bicycle facilities to connect the region. The St. Louis Bike Plan identified bicycle facilities on Olive Boulevard but no bike facilities along Old Olive Street Road West, as shown in **Figure 2**. Olive Boulevard is recommended to have dedicated bike lanes (shown in dark blue) but there are currently no programmed funds for that proposal. <http://stlbikeplan.com/plan-documents/>

Transit Information

The site is served by two Metro bus routes (91 and 49), as seen in **Figure 3**. Two bus stops are located in close proximity to the site, with one stop located at the northwest corner of Old Olive Street Road West at Willow Brook Drive and the other stop located between Ravenwood Lane and King Henry Court (in front of the Waterway gas station). Pedestrian facilities (sidewalks) are not provided on the north/west side of Old Olive Street Road West and there are no transit shelters provided for bus riders.

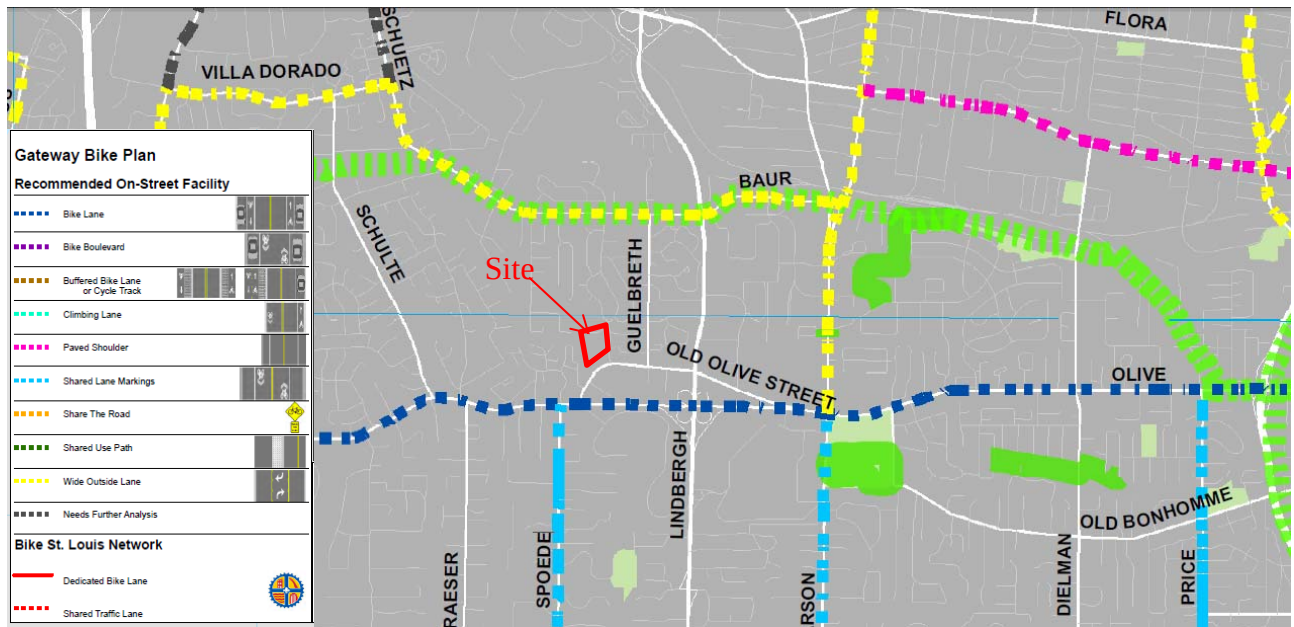


Figure 2: Great Rivers Greenway's St. Louis Bike Plan Map

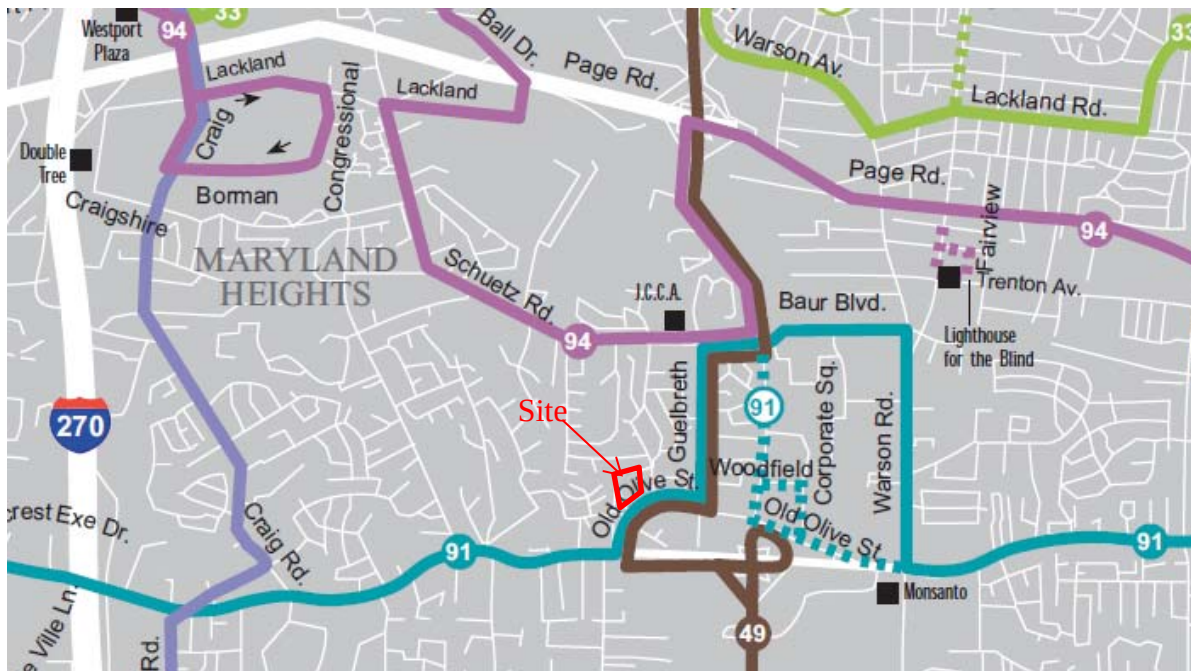


Figure 3: Metro Bus Routes

Existing Traffic Conditions

In order to quantify existing traffic volumes within the study area, manual turning movement counts were reviewed. It should be noted that CBB performed manual traffic counts in early 2013 on a typical weekday during the morning (7:00 to 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak periods at the intersections of Olive Boulevard with Pavilion Drive and Old Olive Street Road West with Pavilion Drive.

Additionally, CBB performed manual traffic counts at the intersections of Old Olive Street Road West with Willow Brook Drive and Old Olive Street Road West with Olive Boulevard in October 2013 during the morning (7:00 to 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak periods. Based on the combination of counts, the morning peak hour was determined to be 8:00 a.m. to 9:00 a.m. and 5:00 to 6:00 p.m. for the afternoon peak hour.

Exhibit 2 illustrates the Balanced Existing Traffic Volumes (2013) at each of the study intersections during the a.m. and p.m. peak hours. It should be noted that the recent traffic counts performed in October 2013 resulted in higher east-west through volumes along the Olive Boulevard corridor when compared to the volumes counted at Pavilion Drive in February 2013. The October 2013 counts were collected while the “Monsanto Bridge” over Lindbergh Boulevard was closed due to re-construction. As a result, historical traffic data from 2008 was referenced and utilized for the westbound left-turn movement at Olive Boulevard and Old Olive Street Road West during the a.m. peak hour and for the northbound right-turn volume from the Monsanto campus opposite Pavilion during the p.m. peak hour to compensate for the bridge closure. Since the more recent east-west traffic volumes were higher at Olive Boulevard and Old Olive Street Road West, the higher through volumes were also carried through at the intersection with Pavilion Drive.

Based on some preliminary discussion of potential restriping near the south driveway to the site, MoDOT expressed concerns with the potential re-striping impacting the southbound left-turn storage and queuing from Olive Boulevard. As a result, the southbound left-turn queuing along Old Olive Street Road West from the Olive Boulevard signal was also evaluated during the weekday midday and Saturday midday peak hours. **Exhibit 3** illustrates the traffic volumes at the subject intersection during the weekday midday and Saturday midday peak hours.

Spot turning counts were also performed during the peak hours at the intersections of Old Olive Street Road West with Lindbergh Boulevard. It was interesting to note that 55% and 52% of the westbound a.m. and p.m. peak hour traffic on Old Olive Street Road West at Pavilion Drive orients from Lindbergh Boulevard southbound but the rest comes from the area in between. Similarly, 42% and 22% of the eastbound a.m. and p.m. peak hour traffic from Old Olive Street Road West at Pavilion ends turning onto Lindbergh Boulevard southbound.

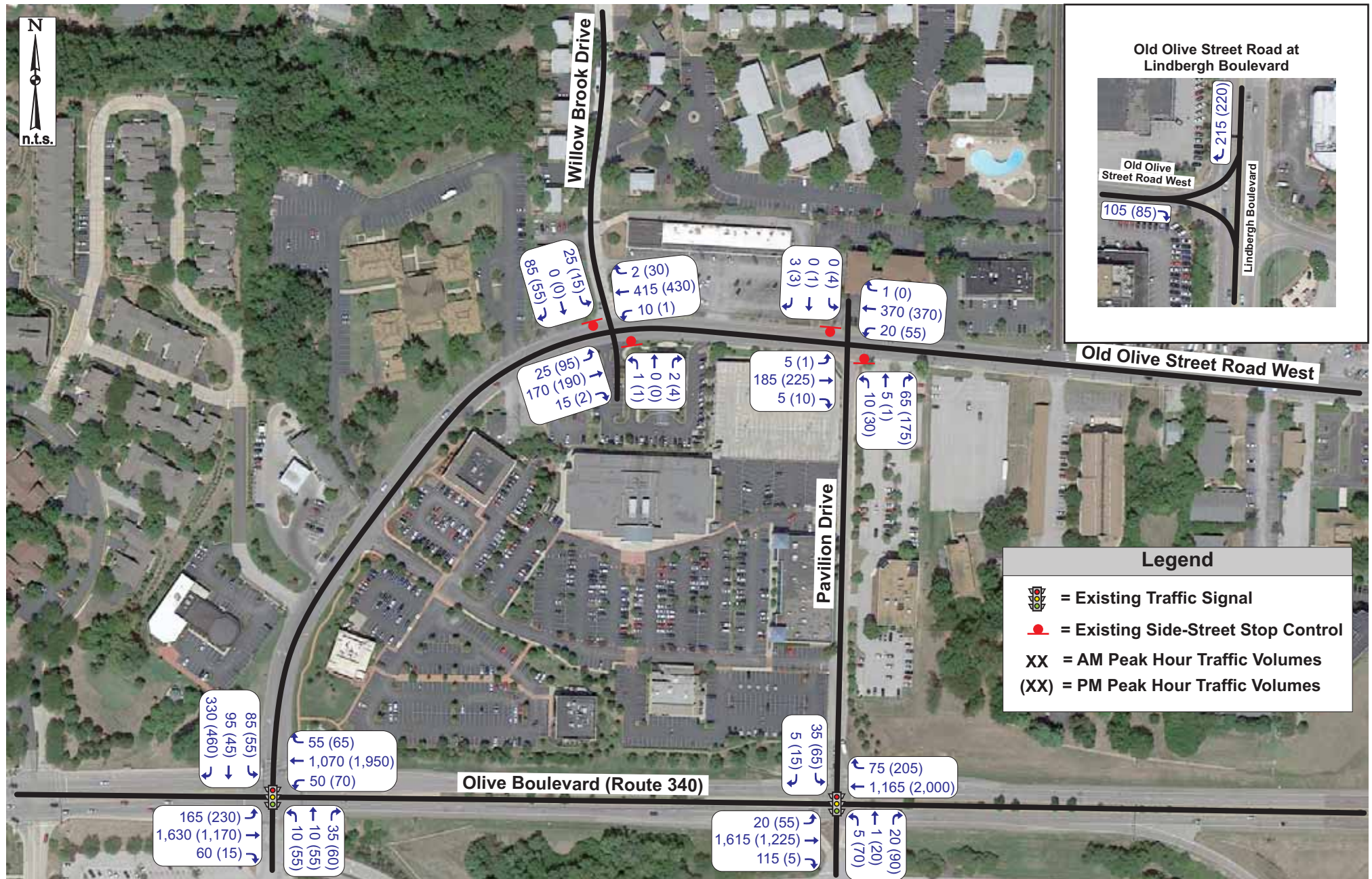


Exhibit 2: Balanced Existing Traffic Volumes (2013)

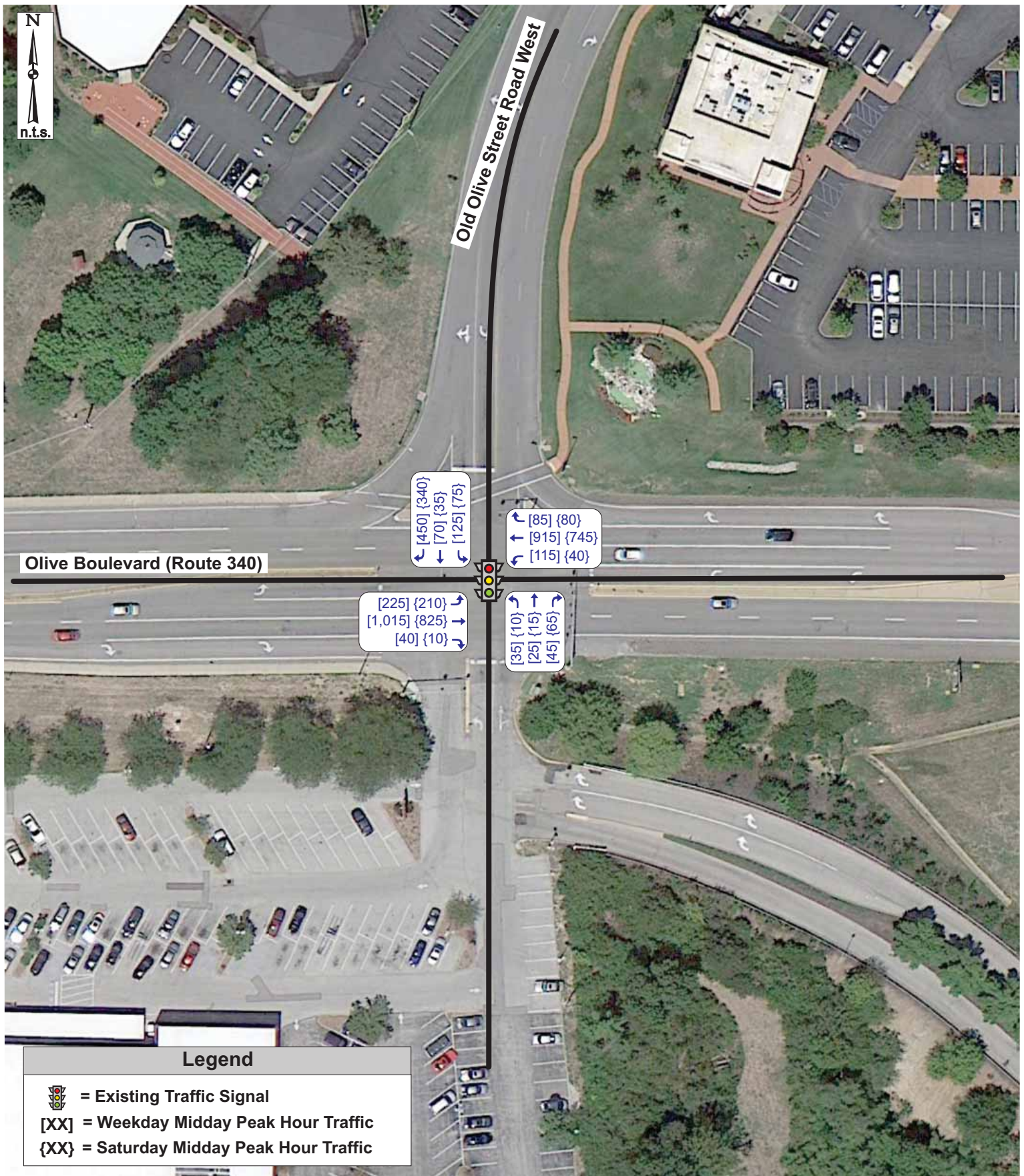


Exhibit 3: Existing Weekday Midday and Saturday Midday
Traffic Volumes (2013)

Job# 085-13
10/12/13

CBB

Crawford, Bunte, Brammeier
Traffic and Transportation Engineers

Planned Developments in the Study Area

It is our understanding that the proposed Vanguard Apartments project east of Pavilion Drive has received final City approval. As a result, the site generated trips from that study, included as **Exhibit 4** - Vanguard Site Generated Traffic, were added to the Balanced Existing Traffic Volumes (2013), resulting in **Exhibit 5** Baseline Traffic Volumes (2013).

2016 No-Build Traffic Volumes

In order to assess short-term conditions within the study area *without* the proposed development, i.e., no-build conditions, future traffic levels were projected for the study time horizons of 2016 (year proposed development occupied) and 2036 (design horizon year). Based on the growth factors discussed in the scoping meeting, a 0.5% per year growth factor was applied to the baseline traffic volumes.

The development is expected to be complete and occupied by 2016. As a result, the 2016 No-Build Conditions include three years of background growth (1.5% total growth) added to the baseline traffic volumes to generate the No-Build Traffic Volumes (2116), which are illustrated on **Exhibit 6**.

2036 No-Build Traffic Volumes

In order to assist MoDOT in long term traffic planning, a 20-year traffic forecast was also made. The 2036 No-Build Conditions include a global traffic increase of 12.1% (0.5 percent per year for 23 years) added to the baseline traffic volumes to generate the 2036 No-Build Traffic Volumes. **Exhibit 7** reflects the No-Build Traffic Volumes (2036).

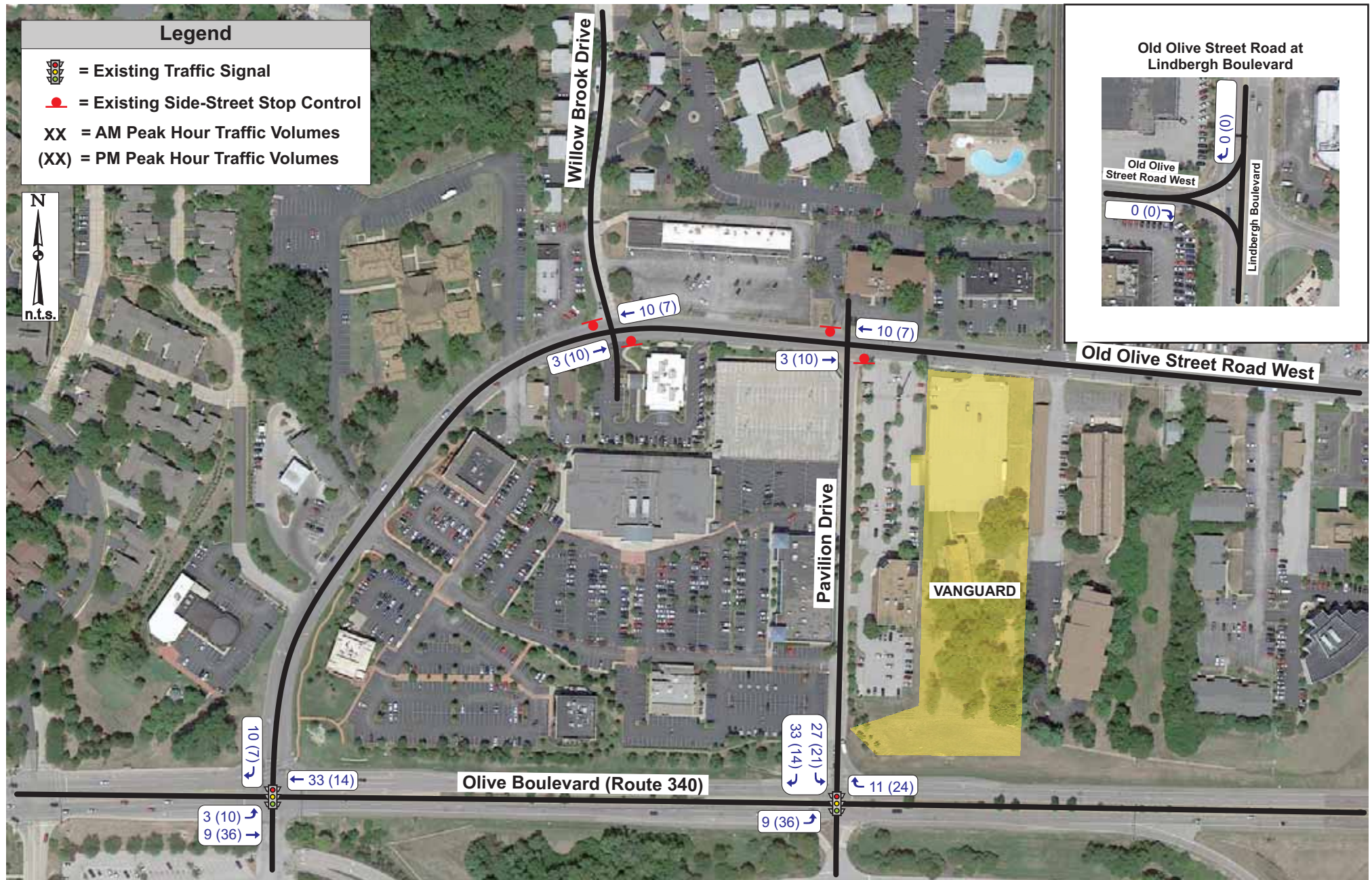


Exhibit 4: Vanguard Site-Generated Trips

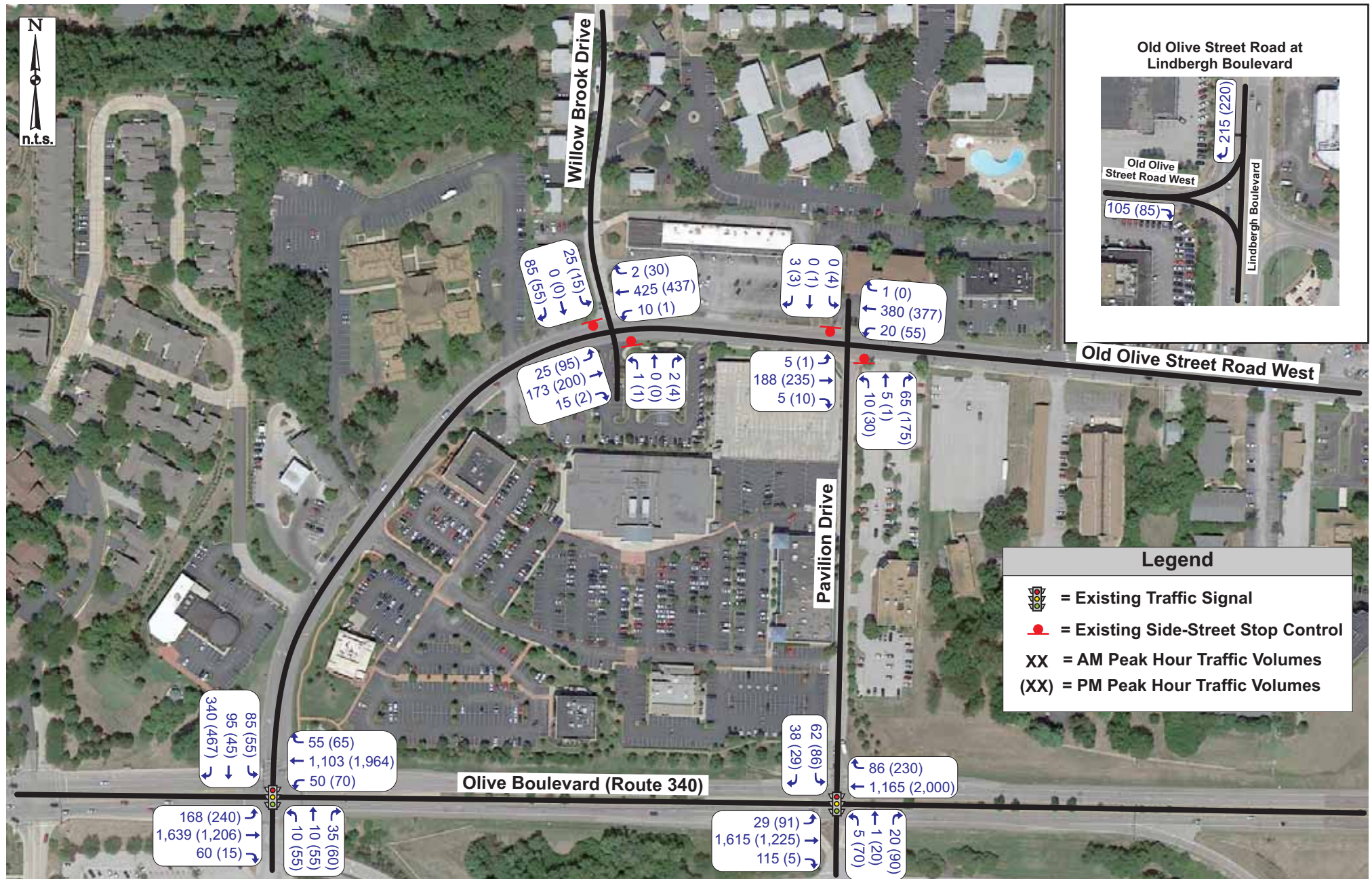


Exhibit 5: Baseline Traffic Volumes (2013)

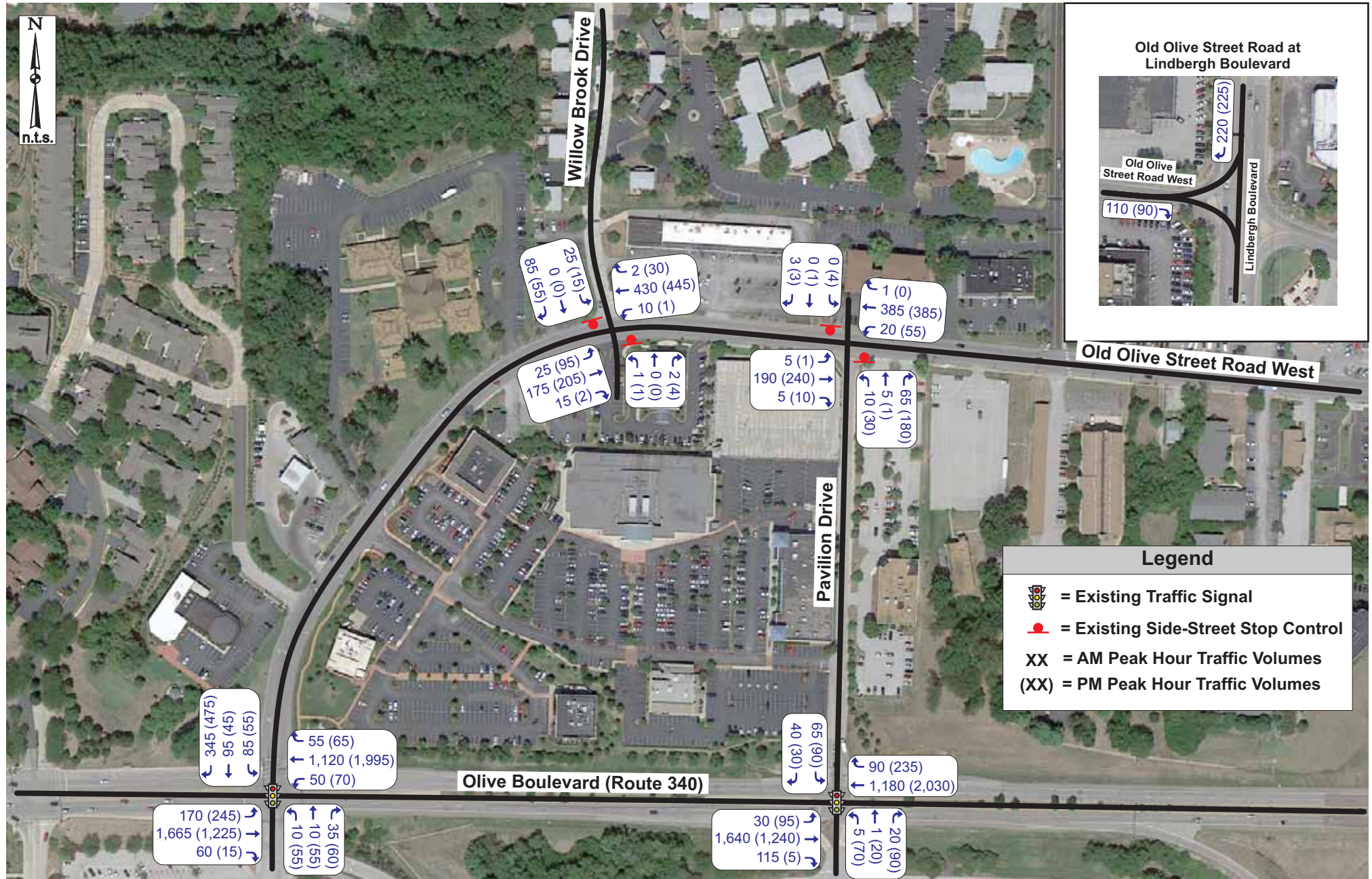


Exhibit 6: No-Build Traffic Volumes (2016)

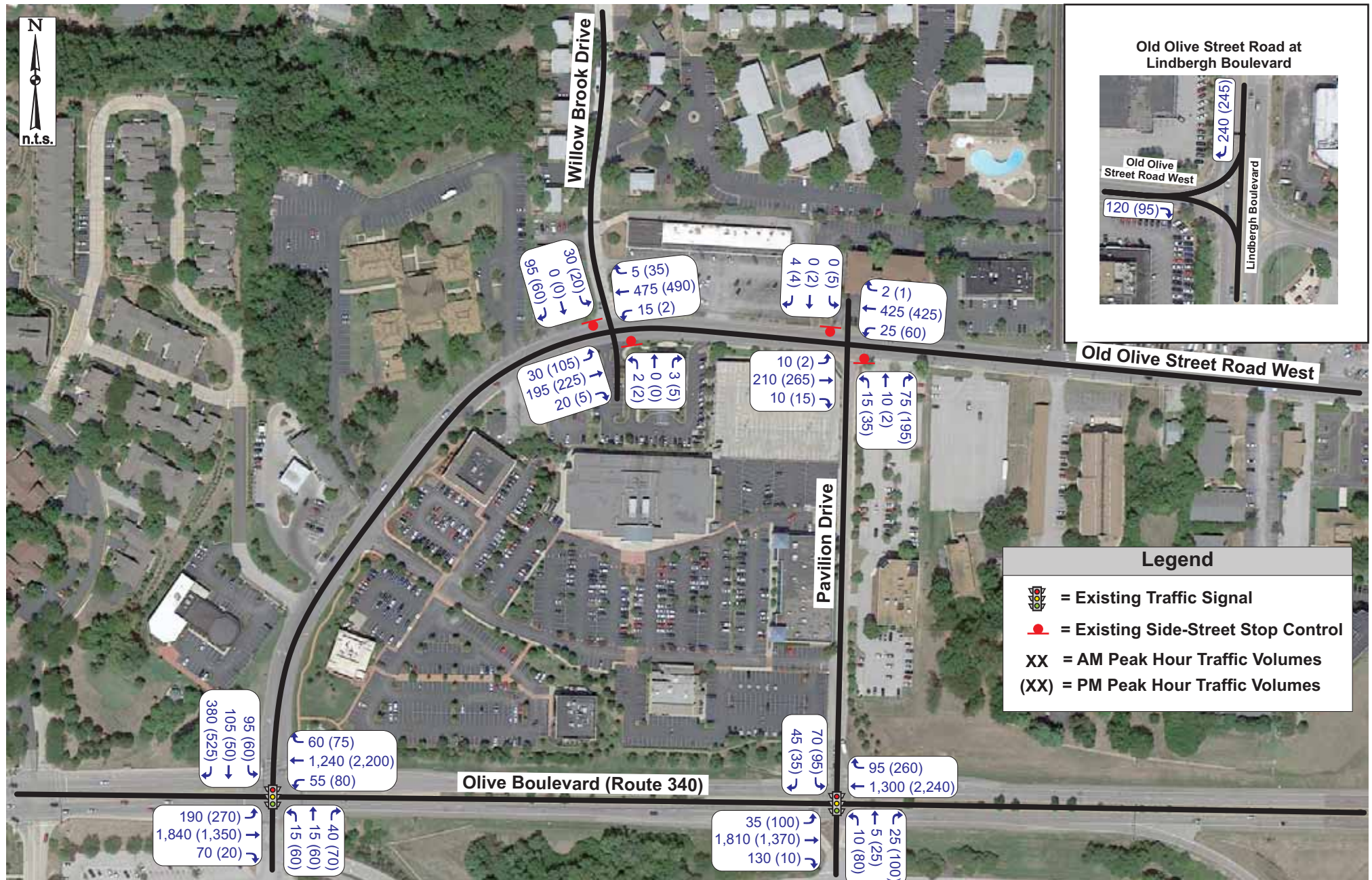


Exhibit 7: Design Year No-Build Traffic Volumes (2036)

Trip Generation Characteristics of the Proposed Development

As a primary step in this analysis, traffic forecasts were prepared to estimate the amount of traffic that the proposed development would generate during the a.m. and p.m. peak hours. These forecasts were based upon information provided in the “Trip Generation Manual”, Ninth Edition, published by the Institute of Transportation Engineers (ITE). This manual, which is a standard resource for transportation engineers, is based on a compilation of nationwide studies documenting the characteristics of various land uses.

Based upon the recommended procedure for estimating trip generation outlined in the “Trip Generation Handbook, Volume 1: User’s Guide and Handbook”, also published ITE (Ninth Edition), the regression equations were utilized for:

- Land Use: 820 – Shopping Center (page 1,557)
- Land Use: 220 – Apartment (page 332)

The peak hour of adjacent street traffic (one hour between 7:00 and 9:00 a.m. and one hour between 4:00 and 6:00 p.m.) were utilized for the a.m. and p.m. peak hours. The resulting traffic projections for the proposed development are shown in **Table 1**.

The small amount of retail space is expected to house neighborhood retail uses generally used by nearby residents. As a result, a measurable number of the retail trips could be expected to be new apartment residents (common trips), or motorists already traveling along Old Olive Street Road West as part of another trip (i.e. “pass-by” trips). However, in order to be conservative in our analysis, no common trip or pass-by trip reductions were used. As shown in **Table 1**, the proposed development is expected to generate 120 trips during the a.m. peak hour and 200 trips during the p.m. peak hour.

Table 1 Trip Generation for the Proposed Terra West Apartment Development							
Land Use	Sizes	AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
Code 820 – Shopping Center	4,600 SF	15	10	25	40	40	80
Code 220 – Apartments	182 Units	20	75	95	80	40	120
Total Development Trips		35	85	120	120	80	200

The traffic generated by the proposed development was assigned to the adjoining roadway system based on existing and projected traffic patterns. The anticipated directional distribution during the a.m. and p.m. peak hour for the *new* trips accessing the proposed development would be as follows:

- 40% to/from the West on Olive Boulevard
 - o 25% via Old Olive Street Road West;
 - o 15% via Pavilion Drive;

- 35% to/from the East on Olive Boulevard
 - o 20% via Pavilion Drive;
 - o 15% via Old Olive Street Road West;
- 15% to/from the East on Old Olive Street Road West (east of Pavilion)
 - o 5% via Guelbreth Lane;
 - o 10% via Lindbergh Boulevard southbound
- 10% to/from the north on Willow Brook Drive.

The site-generated traffic volumes were assigned to the study area according to the directional distribution above during the a.m. and p.m. peak hours, as shown in **Exhibit 8**. As can be seen, the site-generated traffic is expected to have limited increases beyond the access drives with minimal increases to any one movement (30 vph or less) at the signalized intersections or approximately one additional vehicle or less per signal cycle. Similarly, the additional traffic to the east on Old Olive Street Road West to and from Lindbergh Boulevard (southbound) is expected to be minimal with 5 to 15 right-turns added for either right-turn.

MoDOT Access Management Guidelines – Driveway Location

The proposed driveway spacing and corner clearances along Old Olive Street Road West were evaluated using MoDOT's "Access Management Guidelines" (AMG), last updated 2006. MoDOT's AMG specifies a minimum driveway spacing of 220 to 330 feet for minor roads, measured centerline to centerline. MoDOT's AMG recommends that "Driveways should also be lined up across the public roadway from each other whenever possible. When driveways are not lined up, the spacing should be measured from the closest driveway on either side of the road, except where a non-traversable (e.g., raised) median exists."

The site has approximately 440 feet of frontage along Old Olive Street Road West, which would limit the access to one location to meet the guidelines based on the location of the existing adjacent intersections. It should be noted that two driveways are currently provided and the owner of the property prefers to maintain two access drives in similar locations to the current driveways, particularly for life safety purposes (fire and emergency). Also, due to the horizontal and vertical curvature of the existing road, sight distance could be limited if a single driveway was located near the middle of the property.

Based on the site plan provided, the south site drive is offset approximately 130 feet from Ravenwood Lane on the opposite side (an improvement of approximately 50 feet from the current conditions), and the north site drive is offset approximately 160 feet from the Willowbrook Medical Center Drive on the opposite side (an improvement of approximately 85 feet from the current conditions). Although it is recognized that the proposed driveways do not meet the MoDOT AMG, access is currently provided in similar locations for this site and the proposed locations provide adequate sight distance and improved driveway spacing.

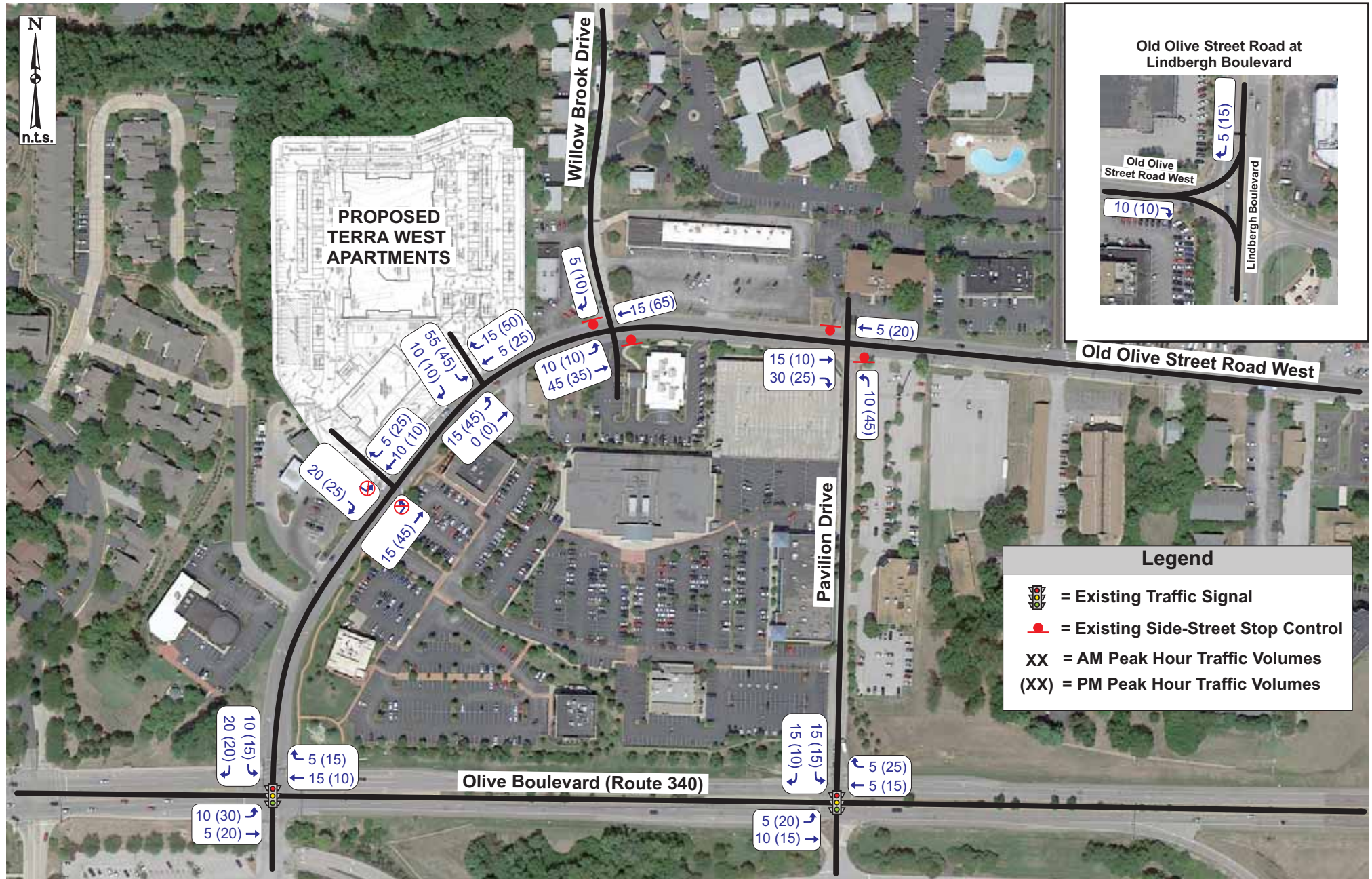


Exhibit 8: Terra West Site-Generated Trips

As explained in more detail in the operational analysis sections following, it is recommended that the proposed south entrance to this development be limited to right-in/right-out. Limiting the access to right-in/right-out minimizes the turning conflicts with Ravenwood Lane and is expected to be a safer means of access with the offset and potential turning conflicts from Ravenwood Lane.

2016 Build Traffic Volumes

The proposed Terra West site generated traffic (Exhibit 8) was added to the 2016 No-Build Traffic Volumes (Exhibit 6) to calculate the 2016 Build Traffic Volumes shown in **Exhibit 9**.

2036 Build Traffic Volumes

The proposed Terra West site generated traffic (Exhibit 8) was added to the 2036 No-Build Traffic Volumes (Exhibit 7) to calculate the 2036 Build Traffic Volumes shown in **Exhibit 10**.

Operational Analyses

The operating conditions were evaluated using Synchro 8, which is based upon the methodologies outlined in the “Highway Capacity Manual” (HCM) published in 2000 by the Transportation Research Board. This manual, which is used universally by highway and traffic engineers to measure roadway capacity, established six levels of traffic service: Level A ("Free Flow") to Level F ("Fully Saturated"). Levels of service are measures of traffic flow that consider such factors as speed and delay time, traffic interruptions, safety, driving comfort, and convenience. Level C, which is normally used for highway design, represents a roadway with volumes ranging from 70% to 80% of its capacity.

The thresholds that define LOS are based upon the type of traffic control used at an intersection; i.e., whether it is signalized or unsignalized. For signalized and all-way stop intersections, the average control delay per vehicle is estimated for each movement and aggregated for each approach and the intersection as a whole. At intersections with partial (side-street) stop control, the delay for each minor movement is determined instead of for the intersection as a whole since motorists on the main road are not required to stop.

LOS is directly related to control delay. At signalized intersections, the LOS criteria differ from that at unsignalized intersections primarily because different transportation facilities create different driver expectations. The expectation is that a signalized intersection is designed to carry higher traffic volumes and, consequently, may experience greater delay than an unsignalized intersection. Furthermore, motorists are guaranteed service at regular intervals as the signal cycles. **Table 2** summarizes the LOS thresholds used in the analysis.

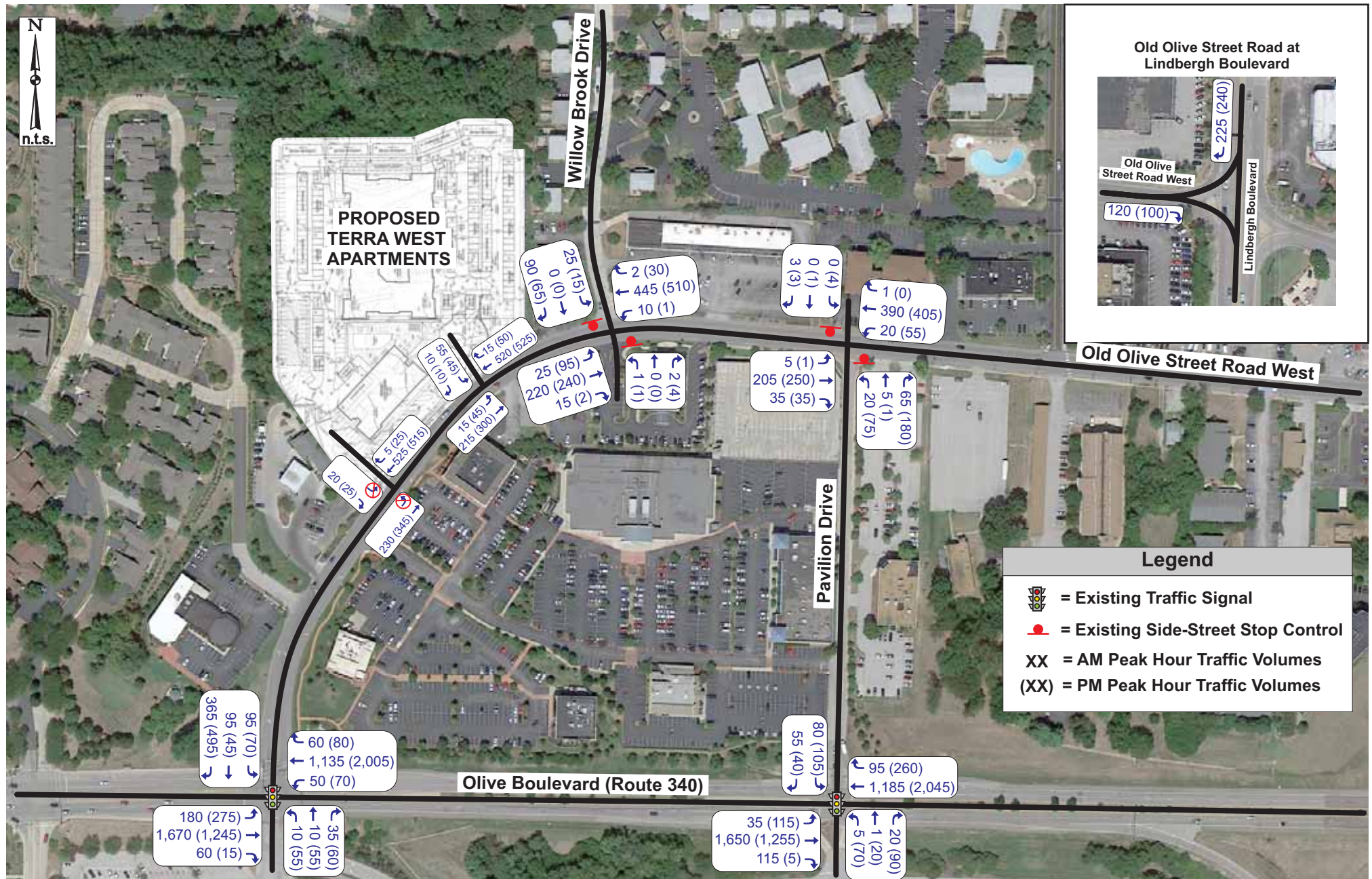


Exhibit 9: Build Traffic Volumes (2016)

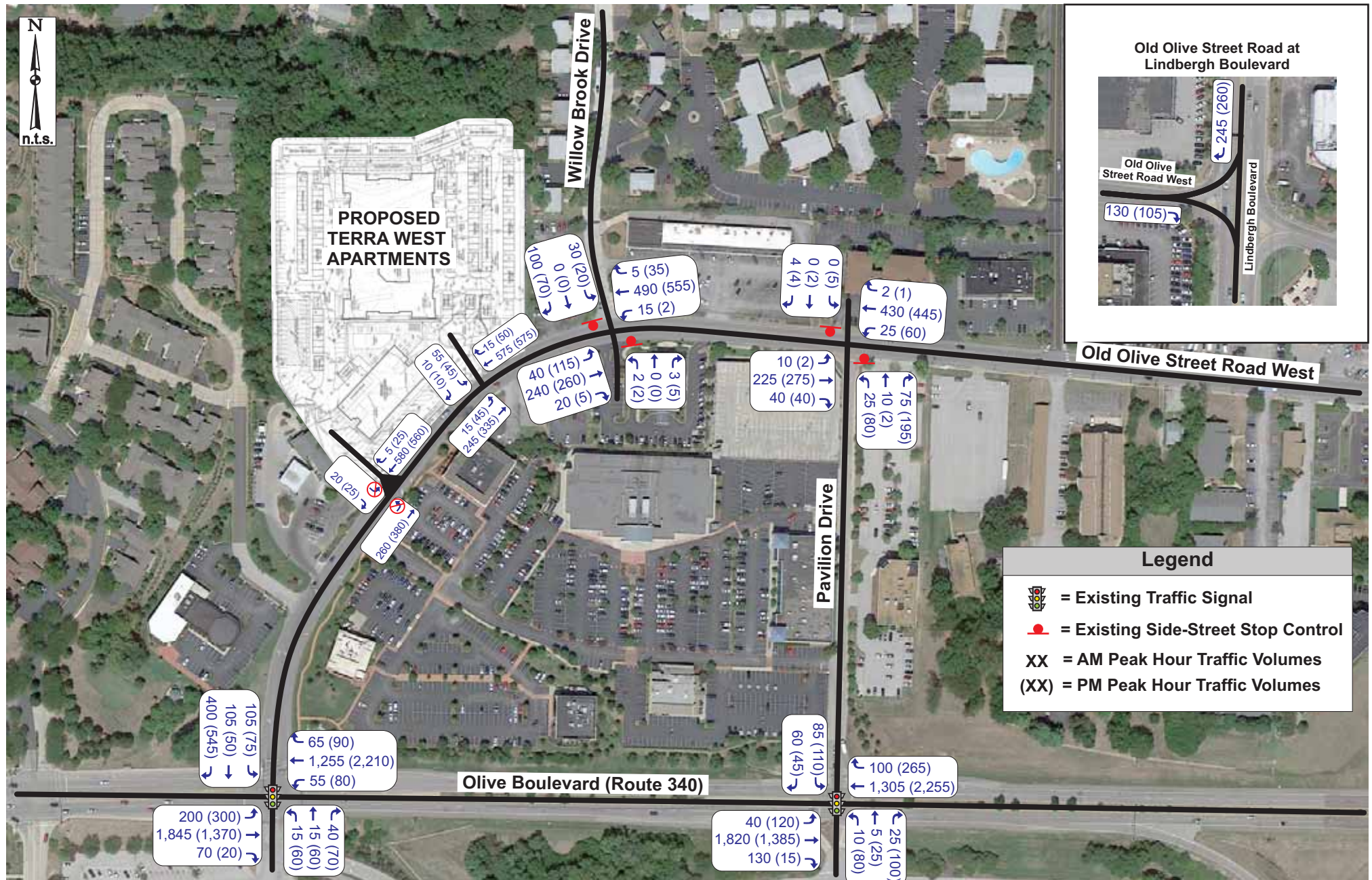


Exhibit 10: Design Year Build Traffic Volumes (2036)

Table 2 Level of Service Thresholds		
Level of Service (LOS)	Control Delay per Vehicle (sec/veh)	
	<i>Signalized Intersections</i>	<i>Unsignalized Intersections</i>
A	≤ 10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

The Olive Boulevard signal timing/coordination plan operates with a 130 second cycle length during both the a.m. and p.m. peak periods. The north-south approaches of Old Olive Street Road West/Schnucks/Monsanto at Olive Boulevard operate as a permissive phase, while the north-south approaches of Pavilion Drive/Monsanto entrance at Olive Boulevard operate with a split phase. The mainline left-turns are protected plus permitted utilizing Flashing Yellow Arrows. In general, the current signal timings along Olive Boulevard during the peak hours have relatively long cycle lengths and provide minimal green time to the side-street and mainline left-turn movements to promote traffic progression along Olive Boulevard. Overall, the side streets operate with longer delays which allows traffic on the mainline (Olive Boulevard) to flow better.

The results for the 2013 Baseline, 2016 No-Build and Build, and the 2036 No-Build and Build conditions are summarized in **Tables 3 and 4** for the a.m. and p.m. peak hours, respectively. **Table 5** summarizes the 2013 Baseline operating conditions during the weekday midday peak hour and the Saturday midday peak hour.

It should be noted that the baseline westbound traffic volumes approach and/or exceed 2,000 vph during the p.m. peak hour with a V/C ratio over 1.0, which proves difficult to serve in two-lanes with multiple signals and moderate cross street volumes. These numbers indicate that the facility is close to reaching its capacity for a roadway with two lanes in each direction.

It should also be noted that spot driveway counts and queue observations were made along Old Olive Street Road West between Olive Boulevard and the site to gain an understanding of the current conflicts as well as document the current queues from the traffic signal during the peak hours.

Table 3 - Level of Service Comparison – Weekday AM Peak Hour					
Traffic Movement	Baseline 2013	2016 No-Build	2016 Build	2036 No-Build	2036 Build
Old Olive Street Road West at Proposed Development South Driveway (<i>right-in/right-out</i>)					
Eastbound Development Driveway Right-Out			B (12.3)		B (12.9)
Old Olive Street Road West at Proposed Development North Driveway (<i>Side-Street Stop Control</i>)					
Eastbound Development Exit approach			B (13.1)		B (13.8)
Northbound Old Olive Street Road West Left-Turn			A (8.7)		A (8.9)
Olive Boulevard at Willow Brook Drive (<i>Side-Street Stop Control</i>)					
Eastbound Old Olive Street Road West Left-Turn	A (8.4)	A (8.4)	A (8.5)	A (8.6)	A (8.7)
Westbound Old Olive Street Road West Left-Turn	A (7.7)	A (7.7)	A (7.8)	A (7.7)	A (7.9)
Northbound Office Access Approach	B (11.1)	B (11.1)	B (11.6)	B (12.3)	B (12.9)
Southbound Willow Brook Drive Approach	B (12.9)	B (13.0)	B (13.4)	B (14.2)	B (14.7)
Old Olive Street Road West at Pavilion Drive (<i>Side-Street Stop Control</i>)					
Eastbound Old Olive Street Road West Left-Turn	A (8.2)	A (8.2)	A (8.2)	A (8.3)	A (8.3)
Westbound Old Olive Street Road West Left-Turn	A (7.7)	A (7.7)	A (7.8)	A (7.8)	A (7.9)
Northbound Pavilion Drive Approach	B (10.5)	B (10.5)	B (11.1)	B (11.3)	B (12.0)
Southbound Office Driveway Approach	B (10.7)	B (10.7)	B (10.8)	B (11.1)	B (11.1)
Olive Boulevard at Old Olive Street Road West/Schnucks/Monsanto Entrance (<i>Signalized</i>) ¹					
Eastbound Olive Boulevard Approach	B (11.9)	B (12.4)	B (12.9)	B (15.8)	B (16.0)
Westbound Olive Boulevard Approach	A (8.0)	A (8.3)	A (8.5)	A (9.8)	A (9.9)
Northbound Schnucks/Monsanto Approach	C (27.9)	C (27.8)	C (27.5)	C (29.2)	C (29.2)
Southbound Old Olive Street Road West Approach	E (55.4)	E (56.9)	E (61.5)	E (75.4)	E (89.0)
95 th Percentile Southbound Queue	300 ft	315 ft	359 ft	416 ft	462 ft
Overall	B (17.0)	B (17.6)	B (18.8)	B (22.4)	B (24.9)
Olive Boulevard at Pavilion Drive/Monsanto Entrance (<i>Signalized</i>)					
Eastbound Olive Boulevard Approach	A (2.1)	A (2.2)	A (2.6)	A (2.5)	A (3.0)
Westbound Olive Boulevard Approach	B (11.2)	B (11.3)	B (12.8)	B (13.8)	B (14.2)
Northbound Monsanto Entrance Approach	B (13.4)	B (13.4)	B (13.4)	B (23.1)	B (23.1)
Southbound Pavilion Drive Approach	D (45.3)	D (46.4)	D (48.7)	D (46.7)	D (47.3)
Overall	A (7.2)	A (7.3)	A (8.7)	A (8.7)	A (9.3)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)

¹ SB RT lane assumed in Synchro to more accurately represent field conditions

Table 4 - Level of Service Comparison – Weekday PM Peak Hour					
Traffic Movement	Baseline 2013	2016 No-Build	2016 Build	2036 No-Build	2036 Build
Old Olive Street Road West at Proposed Development South Driveway (<i>right-in/right-out</i>)					
Eastbound Development Driveway Right-Out			B (12.3)		B (12.9)
Old Olive Street Road West at Proposed Development North Driveway (<i>Side-Street Stop Control</i>)					
Eastbound Development Exit approach			B (13.9)		B (14.6)
Northbound Old Olive Street Road West Left-Turn			A (9.0)		A (9.2)
Olive Boulevard at Willow Brook Drive (<i>Side-Street Stop Control</i>)					
Eastbound Old Olive Street Road West Left-Turn	A (8.8)	A (8.8)	A (9.1)	A (9.1)	A (9.4)
Westbound Old Olive Street Road West Left-Turn	A (7.7)	A (7.7)	A (7.8)	A (7.8)	A (7.8)
Northbound Office Access Approach	B (10.7)	B (10.8)	B (11.5)	B (11.2)	B (13.1)
Southbound Willow Brook Drive Approach	B (12.8)	B (12.9)	B (14.0)	B (14.0)	C (15.3)
Old Olive Street Road West at Pavilion Drive (<i>Side-Street Stop Control</i>)					
Eastbound Old Olive Street Road West Left-Turn	A (8.2)	A (8.2)	A (8.2)	A (8.3)	A (8.4)
Westbound Old Olive Street Road West Left-Turn	A (7.9)	A (7.9)	A (8.0)	A (8.0)	A (8.1)
Northbound Pavilion Drive Approach	B (12.5)	B (12.6)	C (15.5)	C (13.8)	C (15.2)
Southbound Office Driveway Approach	B (13.7)	B (13.9)	B (14.2)	B (14.9)	C (15.2)
Olive Boulevard at Old Olive Street Road West/Schnucks/Monsanto Entrance (<i>Signalized</i>) ¹					
Eastbound Olive Boulevard Approach	C (30.7)	C (32.0)	D (43.2)	D (40.5)	D (52.7)
Westbound Olive Boulevard Approach	A (4.3)	A (3.9)	A (4.1)	B (14.7)	B (16.1)
Northbound Schnucks/Monsanto Approach	D (53.0)	D (53.0)	D (53.0)	E (55.6)	E (55.6)
Southbound Old Olive Street Road West Approach	F (258.6)	F (269.8)	F (291.6)	F (340.8)	F (362.3)
95 th Percentile Southbound Queue	713 ft	730 ft	771 ft	840 ft	881 ft
Overall	D (48.8)	D (50.5)	E (58.6)	E (68.0)	E (77.2)
Olive Boulevard at Pavilion Drive/Monsanto Entrance (<i>Signalized</i>)					
Eastbound Olive Boulevard Approach	A (3.4)	A (3.5)	A (4.3)	A (3.0)	A (3.7)
Westbound Olive Boulevard Approach	D (43.6)	D (47.5)	E (61.6)	E (83.4)	E (86.1)
Northbound Monsanto Entrance Approach	E (58.3)	E (58.3)	E (58.3)	E (74.0)	E (74.0)
Southbound Pavilion Drive Approach	E (71.2)	E (75.7)	F (91.3)	E (78.7)	F (97.5)
Overall	C (31.3)	C (33.8)	D (42.9)	E (55.2)	E (57.5)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)

¹ SB RT lane assumed in Synchro to more accurately represent field conditions

Table 5 Weekday Midday and Saturday Midday 2013 Baseline LOS		
Traffic Movement	Weekday Midday	Saturday Midday
Olive Boulevard at Old Olive Street Road West/Schnucks/Monsanto Entrance (Signalized) ¹		
Eastbound Olive Boulevard Approach	B (11.0)	A (7.1)
Westbound Olive Boulevard Approach	B (11.1)	A (8.0)
Northbound Schnucks/Monsanto Approach	C (29.3)	C (21.9)
Southbound Old Olive Street Road West Approach	E (67.1)	C (31.8)
Overall	C (23.2)	B (12.5)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)

¹ SB RT lane assumed in Synchro to more accurately represent field conditions

The following summarizes the operational conditions, field observations and constraints:

Old Olive Street Road West and Willow Brook Drive

- The unsignalized intersections of Old Olive Street Road West with Willow Brook Drive and Old Olive Street Road West with Pavilion Drive operate at highly desirable levels during the a.m. and p.m. peak hours. However, a utility pole is located in the northeast quadrant of Old Olive Street Road West and Willow Brook Drive. The pole is located within the sight triangle for southbound Willow Brook Drive motorists and can block the view of westbound vehicles for a brief period of time which creates a concern with the visibility.
- Willow Brook Drive is a St. Louis County maintained roadway serving a large residential area providing a connection between Old Olive Street Road West and Schuetz Road. The current traffic levels using Willow Brook Drive at Old Olive Street Road West are 140 vph and 195 vph in the a.m. and p.m. peak hours, respectively. Of those trips, 80% are southbound in the a.m. peak hour and 65% are northbound in the p.m. peak hour.
- A specific concern from the nearby residents is the ability to make a left-turn from Willow Brook Drive on to Old Olive Street Road West. As can be seen from Exhibit 1 the current traffic counts indicate that 25 southbound left-turns were made during the a.m. peak hour and 15 southbound left-turns were made during the p.m. peak hour. Since the southbound left-turn has to yield to all through and all turning movements along Old Olive Street Road West occasional delays can occur, but overall the southbound approach operates at highly desirable levels (i.e. LOS B). The delay for the southbound approach is 14 seconds or less per vehicle on average during all peak hours analyzed for the baseline and forecasted conditions.

Olive Boulevard and Spoede Road

- The westbound left-turns on Olive Boulevard at Spoede Road were observed occasionally queuing out of the existing left-turn lane and blocking the through lane during the p.m. peak hour. This is due to the back-to-back left-turn lane alignment between the Spoede Road and Old Olive Street Road West signalized intersections which does not allow for longer left-turn storage.

Olive Boulevard with Old Olive Street Road West & Schnucks/Monsanto

- The eastbound left-turns on Olive Boulevard at Old Olive Street Road West were observed frequently queuing out of the existing left-turn bay and blocking the through lane during the p.m. peak hour for the same reason noted above.
- The southbound approach of Old Olive Street Road West at Olive Boulevard operates with lengthy delays during both peak hours.
 - The heavy southbound right-turn volume is allotted a relatively small amount of green time in contrast with relatively long cycle lengths provided in the timing plans overall.
 - The analysis software artificially increase the delays and degrade the LOS reported in the tables for the southbound approach as well as overestimating the southbound queues. The channelized island allows right-turn vehicles to maneuver around approximately three or four vehicles (approximately 100 feet) in the field, which is not properly accounted for by the analysis software. As a result, a short separate southbound right-turn lane was assumed in the Synchro analysis files. Even with this modification, the southbound queue lengths were still overestimated during the p.m. and the midday peak hours as compared to observed queue lengths in the field. The a.m. peak hour queue estimate appears to be reasonable.
 - The 95th Percentile queue from Synchro and maximum queues observed in the field are summarized in **Table 6**.
 - The Average (50th Percentile) queue from Synchro and the average field observed queues are summarized in **Table 7**.

Table 6 – Peak Queue Comparison Southbound Old Olive Street Road West at Olive Boulevard			
Condition	Left-Turn	Through	Right-Turn
95 th Percentile Peak Queues – AM Peak Hour			
Syncho 95 th Percentile Queue	133 foot	150 foot	268 foot
Observed Maximum Queue	150 foot	125 foot	250 foot
95 th Percentile Peak Queues – PM Peak Hour			
Syncho 95 th Percentile Queue	98 foot	79 foot	697 foot
Observed Maximum Queue	100 foot	75 foot	550 foot
95 th Percentile Peak Queues – Midday Peak Hour			
Syncho 95 th Percentile Queue	174 foot	99 foot	434 foot
Observed Maximum Queue	200 foot	100 foot	100 foot

Table 7 – Average Queue Comparison Southbound Old Olive Street Road West at Olive Boulevard			
Condition	Left-Turn	Through	Right-Turn
Average Queues – AM Peak Hour			
Syncho Average Estimate	73 foot	81 foot	99 foot
Observed Average Queues	75 foot	50 foot	100 foot
Average Queues – PM Peak Hour			
Syncho Average Estimate	48 foot	38 foot	475 foot
Observed Average Queues	50 foot	50 foot	250 foot
Average Queues – Midday Peak Hour			
Syncho Average Estimate	100 foot	52 foot	221 foot
Observed Average Queues	100 foot	50 foot	50 foot

Generally, the southbound right-turn vehicles can avoid the southbound left-turn and through queues, except for a few cycles during the a.m. peak hour where the through queue is long enough to block the right-turn lane. The heavy westbound through movement along Olive Boulevard limits the ability to make a southbound right-turn-on-red during the p.m. peak hour.

The weekday midday queues for the right turn were observed to be dramatically lower than those estimated by Synchro. This is primarily due to the fact that adequate gaps are more abundant in westbound Olive Boulevard during the midday peak hour. As a result, the weekday midday time frame is not considered to be problematic.

Olive Boulevard and Pavilion/Monsanto West Campus Drive

- The southbound approach of Pavilion at Olive Boulevard operates with less than desirable delays during the p.m. peak hour.
 - As mentioned, this is primarily due to a relatively small amount of green time allotted to the side-street with relatively long cycle lengths provided during the peak hour timing plans. The v/c ratio indicates that the appropriate number of lanes are already provided for Pavilion.

Recommendations to Improve Existing/Baseline Deficiencies

The following long-term improvements should be considered (by others) based on the **existing deficiencies** identified from our analysis and observations related to base and current traffic conditions. Widen Olive Boulevard to replace the back-to-back left-turn lanes with side-by-side left-turn lanes between Spoede Road and Old Olive Street Road West & Schnucks/Monsanto. This roadway improvement is expected to be very costly (in the millions of dollars) and would require utility relocations and/or right-of-way acquisition. The funds required to pay for a roadway improvement like this would require multiple agencies and/or major redevelopment.

In addition, the lengthening of the southbound right-turn lane (to provide additional storage in the southbound through lane) would provide some benefits, in that, right-turn vehicles could avoid the end of the through queue, but the limited gaps along Olive Boulevard would minimize the ability to reduce the right-turn queue lengths since the right-turns are generally able to avoid the through queues with the exception of a few cycles during the a.m. peak hour. Therefore, there may be limited benefits of that improvement, as it could go underutilized.

To improve the north-south approaches of Pavilion Drive, additional green time would be needed during the p.m. peak hour. The V/C ratio is below 0.9, indicating appropriate lanes, and the queue lengths are generally short (less than 200 feet).

Pedestrian facilities are also lacking along the west side of Old Olive Street Road West to the LaVerne Collins Park. A park is located at Old Olive Street Road West and Olive Boulevard and has future plans to include a paved path, gazebo and a flag pole monument. As noted above, Old Olive Street Road West serves Metro Bus routes 91 and 49, but does not have proper pedestrian accommodations along the west side, benches or shelters for transit riders.

Forecasted 2016 No-Build Conditions

As shown in the LOS **Tables 3, 4, and 5**, all of the study intersections are expected to have slightly degraded operations in the 2016 No-Build condition due to the minor increase in background traffic. The existing deficiencies would decline slightly by any additional traffic, if no roadway improvements are made. However, no additional improvements beyond those identified previously to address existing deficiencies would be necessary.

Recommendations for Development Access

After performing field observations along Old Olive Street Road West, it is clear that the closely spaced and offset access drives along with queuing from the signal at Olive Boulevard creates a large dilemma zone for motorists. Based on the minimal spacing between Ravenwood Lane and the proposed south driveway (approximately 130 feet), the general congestion and large dilemma zone, it is recommended that the proposed south entrance to the proposed redevelopment be limited to right-in/right-out. Limiting the access to right-in/right-out minimizes the turning conflicts in this area while allowing all existing turning movements to current businesses and homes, which is expected to be safer.

Forecasted 2016 Build Condition

As shown in the LOS Tables, all of the study intersections are expected to have slightly lower operations in the 2016 Build condition due to the minimal increase in trips due to the proposed development. The site driveways and the unsignalized intersections are expected to remain at highly desirable levels.

It should be noted that CBB considered the potential increases in trips on Willow Brook Drive due to the development. Based on the road system layout and the available non-residential destinations along Schuetz Road between Lindbergh Boulevard and Page Avenue, we anticipate a very low cut-through volume, with maybe 15 vph in the a.m. peak hour and 20 vph in the p.m. peak hour which could be an eastbound left-turn from Old Olive Street Road West to Willow Brook Drive or a southbound right-turns from Willow Brook Drive to Old Olive Street Road West.

Specifically, the southbound left-turn volume from Willow Brook Drive to Old Olive Street Road West would not increase due to the proposed development. The delay for the southbound approach exiting Willow Brook Drive is estimated to increase by 1.1 seconds due to the additional through traffic on Old Olive Street Road West associated with the proposed site which likely would not even be noticeable to the traveling public.

The existing deficiencies and inability to adequately serve the side-streets at the signals will be slightly worse with any additional traffic if roadway improvements are not made. Specifically, Synchro estimates that the southbound approach of Old Olive Street Road West at Olive Boulevard would be 41 to 44 feet longer (one or two additional vehicles) during the peak hours when compared to the 2016 No-Build condition.

The additional site traffic at the Pavilion Drive signal will require the use of more of the eastbound left-turn green time during the p.m. peak hour and will not allow as much re-allocation of the unused mainline left-turn green time back to the mainline; thereby degrading the westbound approach to LOS E. The site generated traffic represents a nominal 2.5% increase in the overall traffic at the intersection during the p.m. peak hour. It should be reiterated that the westbound approach has a current V/C over 1.0. The intersection of Olive Boulevard and Pavilion Drive operates at a LOS D overall. The v/c ratio for Pavilion Drive southbound remains well under 0.9 and is expected to have a short 95th percentile queue (approximately 200 feet). The logical remedy for the poor conditions would be to provide an additional through lane on Olive Boulevard, which would be considered to be a regional level improvement worthy of consideration separately from this redevelopment project.

As requested by MoDOT, this report also analyzed the traffic issues along the Olive Boulevard corridor in the study area. The additional traffic associated with the proposed development would have minimal impact on the existing operating conditions with the current movements experiencing poor operating conditions forecasted to continue to experience poor operating conditions. The roadway improvements necessary to solve the exiting deficiencies at the Old Olive Street Road West and Pavilion Drive signals are regional issues that no one development can be responsible for. These deficiencies exist today and will into the future, whether or not this project proceeds.

Forecasted Design-Year No-Build Conditions (2036)

As shown in the LOS Tables, all of the study intersections are expected to further decline in the 2036 No-Build Condition due to the relatively large increase in background traffic assumed. As can be seen, the overall levels as well as the westbound, northbound and southbound approaches will degrade to LOS E at the signalized intersections. A third lane would be necessary along Olive Boulevard to obtain acceptable levels during the p.m. peak hour. It should be reiterated that the 20-year design scenarios are included to provide a general idea of future conditions as a planning tool and should not dictate physical improvements for construction under permit where background traffic growth is the critical element. Due to capacity constraints, resulting congestion and the build-out of the surrounding area, the future traffic volume projections may not be realized.

Forecasted Design-Year Build Conditions (2036)

Again, the poor LOS and delays would remain if no system improvements are made. Additionally, the LOS and delay for the southbound approach is exacerbated with the addition of the site generated traffic. This analysis assumes no changes in the signal timing at Olive Boulevard and Pavilion Drive which gives preference to the east-west movements on Olive Boulevard.

As mentioned previously, CBB considered the potential increases in trips on Willow Brook Drive due to the development. We anticipate a very low cut-through volume, with maybe 15 vph in the a.m. peak hour and 20 vph in the p.m. peak hour which could be eastbound left-turns from Old Olive Street Road West to Willow Brook Drive or southbound right-turns from Willow Brook Drive to Old Olive Street Road West.

Specifically, the southbound left-turn volume from Willow Brook Drive to Old Olive Street Road West would not increase due to the proposed development. The delay for the southbound approach exiting Willow Brook Drive is estimated to increase by 1.3 seconds which likely would not even be noticeable to the traveling public.

Pedestrian Concerns Near the Site

During the scoping meeting with MoDOT, concerns were raised regarding the pedestrian/bike facilities along Old Olive Street Road West as well as the pedestrian connectivity to the Creve Coeur Pavilion commercial area on the east side of the road and LaVerne Collins Park. The City further indicated that the development needs to provide a “tangible public benefit” to meet zoning requirements for the proposed planned unit district. One such benefit would be to improve the Metro bus stop currently located in the northwest quadrant of Old Olive Street Road West with Willow Brook Drive. The proposed development also plans to provide sidewalks along the site frontage. **Exhibit A** illustrates a conceptual alternative for potential off-site pedestrian crossings.

As can be seen, the alternative has a pedestrian refuge island in the middle of Old Olive Street Road West so that pedestrians can cross the road in two stages. The concept also has the ability to accommodate a transit stop near the crossing if Metro is willing to relocate or condense the two

existing stops to one. It is recommended that the developer continue to coordinate with Metro to finalize a location for the transit stop location. The concept limits the south site driveway to a right-in/right-out and shifts the northbound through lane slightly to the east.

Based on observations, the southbound right-turn queue on Old Olive Street Road West from Olive Boulevard was observed to queue past Ravenwood Lane once during the p.m. peak hour. Driveways along the corridor are closely spaced and offset and many turns are made at each driveway. It is recommended that the median alternative be considered for the redevelopment plan so that the south site access drive is limited to right-in/right-out. Limiting the south site driveway to right-in/right-out eliminates the left-turn conflicts along Old Olive Street Road West between Ravenwood Lane and the south site driveway and the ability to turn left into Ravenwood Lane would remain similar as it does today.

Findings and Conclusions

The following may be concluded regarding the traffic impacts of the proposed redevelopment of the Hamilton Church site by Terra West Apartments.

1. The existing traffic volumes along Olive Boulevard are extremely heavy (near or exceeding 2,000 vph) for a roadway with two through lanes in each direction.
 - a. The back-to-back left-turn lanes along Olive Boulevard between Spoede Road and Old Olive Street Road West/Schnucks&Monsanto are problematic, and the left-turns frequently spill out of the turn bays in both directions during the p.m. peak hour. Side-by-side left-turn lanes are currently needed, but such an improvement is expected to be very costly and should not be the burden of any one development.
 - b. The southbound right-turn queue on Old Olive Street Road West experiences lengthy queues at the Olive Boulevard signal.
2. The LOS and delay for the northbound and southbound legs of Pavilion Drive and Old Olive Street Road West/Schnucks&Monsanto operate poorly in the baseline condition, 2016 No-build, 2016 Build, 2036 No-Build and 2036 Build conditions. This is attributed to the existing signal timing which gives preference to the east-west through movements on Olive Boulevard.
 - a. The proposed development has minimal impact to the study intersections.
 - b. The volume to capacity (v/c) ratio for Pavilion Drive is less than 0.9 which indicates that construction of additional lanes is not necessary to improve the LOS and delay of the intersection. If approved by the Missouri Department of Transportation, the signals could be retimed so that the LOS equal to or better than LOS D and v/c ratios less than 0.9 could be attained for each approach.
 - c. The additional trips associated with the site are expected to extend the southbound Old Olive Street Road West queue by approximately 40 feet (one or two cars) in the peak hours.
 - d. The proposed development has little impact to the unsignalized study intersections along Old Olive Street Road West.
 - e. The development is expected to add a small number of right-turns (5 to 15 vph for each right-turn) at the Old Olive Street Road West connection with Lindbergh Boulevard. No change will be noticed at the Lindbergh Boulevard or Guelbreth Lane intersections.
 - f. Ultimately, an additional through lane on Olive Boulevard will be needed to provide acceptable levels of service during the p.m. peak hour if regional traffic volumes continue to grow. The proposed development has no impact on the need for this lane.

3. It is recommended that the proposed south site driveway be limited to right-in/right-out and a pedestrian crossing be provided similar to the concept illustrated on Exhibit A.

CBB considered the potential increases in trips on Willow Brook Drive due to the development. The current southbound left-turn volume is very low with 25 left-turns during the a.m. peak hour and 15 left-turns during the p.m. peak hour. We anticipate a very low cut-through volume, with maybe 15 vph in the a.m. peak hour and 20 vph in the p.m. peak hour. The roadway is a residential collector street and has plenty of reserve capacity to accommodate the small increase in trips. Furthermore, the traffic volumes will remain less than 250 vph, which is often referenced as an acceptable level for a residential collector road. Additionally, the delay for the southbound approach exiting Willow Brook Drive is estimated to increase by 1.1 to 1.3 seconds which likely would not even be noticeable to the traveling public.

As requested by MoDOT, this report also analyzed the traffic issues along the Olive Boulevard corridor in the study area. The additional traffic associated with the proposed development would have minimal impact on the existing operating conditions with the current movements experiencing poor operating conditions forecasted to continue to experience poor operating conditions. The roadway improvements necessary to solve the existing deficiencies at the Old Olive Street Road West and Pavilion Drive signals are regional issues that no one development can be responsible for. These deficiencies exist today and will into the future, whether or not this project proceeds.

In summary, our analysis indicates that there is no need for physical improvements to the road system to accommodate the proposed development. However, the pedestrian crossing and limiting the proposed south drive to right-in/right-out should be considered.

We trust that you will find this report useful in evaluating the traffic impacts associated with the proposed Terra West apartments and retail development in Creve Coeur, Missouri. Please contact our St. Louis office should you have any questions or comments concerning this material.

Sincerely,

A handwritten signature in black ink that reads "Lee Cannon".

Lee Cannon, P.E., PTOE
Senior Traffic Engineer
LCannon@CBBTraffic.com

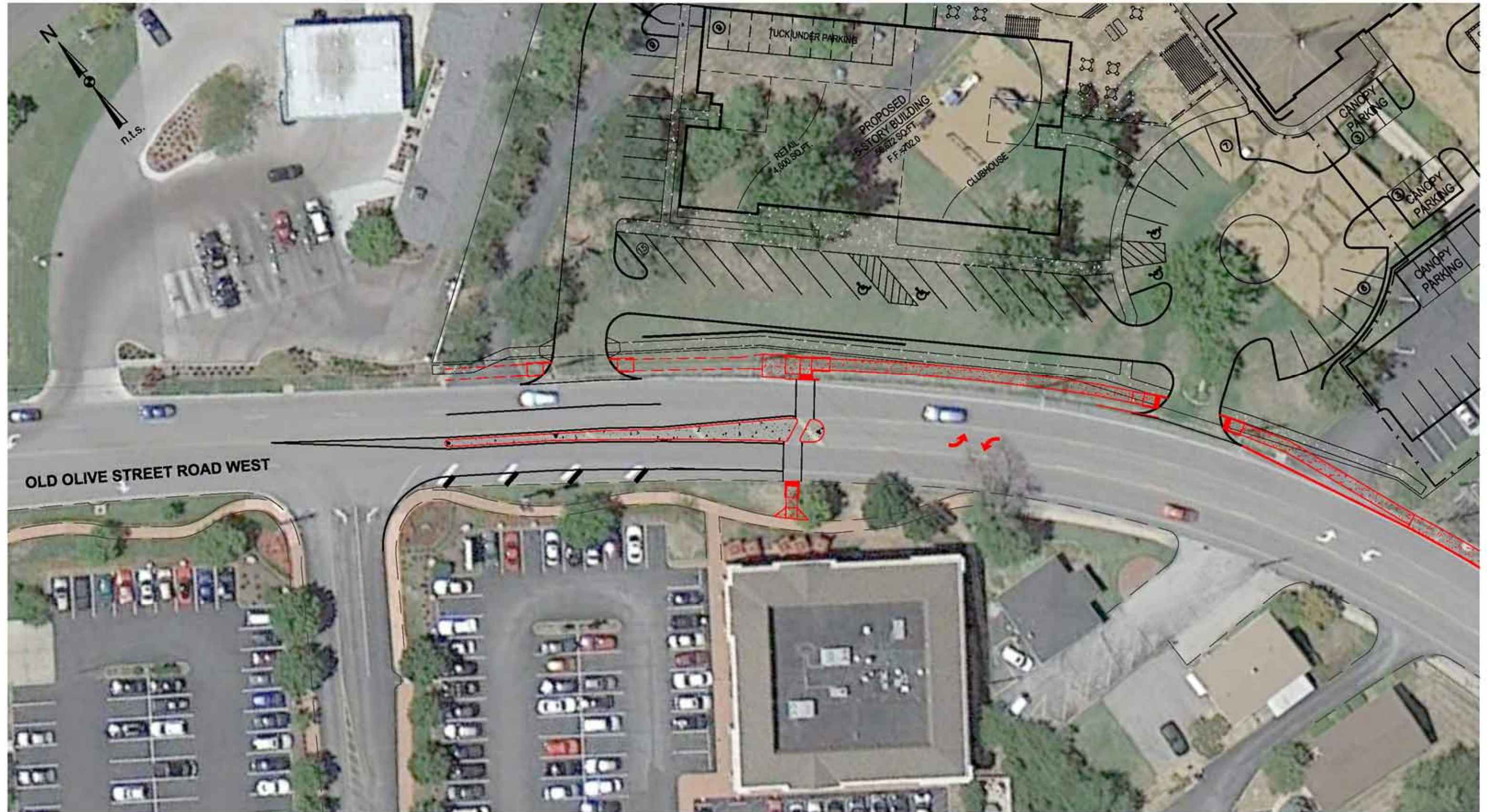


Exhibit A: Potential Off-Site Improvements

Job# 085-13
 10/24/13

Missouri Department of Transportation

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

To: Brian Rensing, P.E.

From: Justin Wagner

Date: November 13, 2013

Re: Response to Terra West Apartment Impact Study

Dear Mr. Rensing,

MoDOT has reviewed the impact study for the Terra West Apartment Complex, located on Old Olive Street Road West between Olive Blvd and Pavilion Dr. and have the following comments to offer:

- MoDOT concurs with the development to reduce the amount of access points from the site from three full access drives to two, one of them becoming a right in/right out only drive.
- MoDOT recommends extending the portion of the median for the pedestrian mid-block crossing which is currently a relatively tiny slab of concrete into a more substantial median approximately 15 feet long as shown in the accompanying marked up sheet. This is to provide the pedestrian with a better sense of security.
 - What is the width of the mid-block crossing? We would prefer it be substantial enough to make the pedestrian feel comfortable.
 - How does the drainage of the road effect the crossing? It would not be desirable if it became a dirt collector.
- MoDOT recommends that the pedestrian mid-block crossing be squared up and will require the crossing to have the appropriate crossing signs and pavement markings installed.
- MoDOT recommends that the pavement markings in the middle of the road in front of the St. Louis Bread Company entrance be removed since seem to serve no purpose.
- MoDOT recommends that the two-way left turn lane from the concrete median up to the Terra West apartment complex be turned into a left turn lane since there is no other access points in that section of roadway.
- We recommend that the bus stop between the the Terra West develolment and Olive Blvd be relocated to be in front of the pedestrian mid block crossing. This is to give the pedestrian leaving the bus a place to cross the road.



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- For the sidewalk extension from the Terra West development to the east, what is the extent of the extension?

Concerning the trip distribution:

- After reviewing the trip distribution we have a few concerns about the validity of the distribution of the vehicles.
 - o In the AM peak, leaving the site, there are projected to be 55 vehicles leaving. From there, 30 make the right turn onto Pavilion, and then 15 make the right turn onto Olive. The natural path would be for those vehicles to make a right from the development and then a right onto Olive.
 - o The same situation applies with vehicles wishing to head east on Olive in the morning. The natural path would be to make a right from the development, then a left onto Olive from the Old Olive @ MO 340 signal.
 - o These two conditions above, as they are currently portrayed in the study, would make the MO 340 @ Old Olive signal perform better than what may be reflected in the field. Please update the study to explore the option of the additional traffic hitting the MO 340 @ Old Olive signal instead of the Pavilion signal.

If there are any questions or concerns about this please let me know. These may not be all of our comments and there may be more in the future.

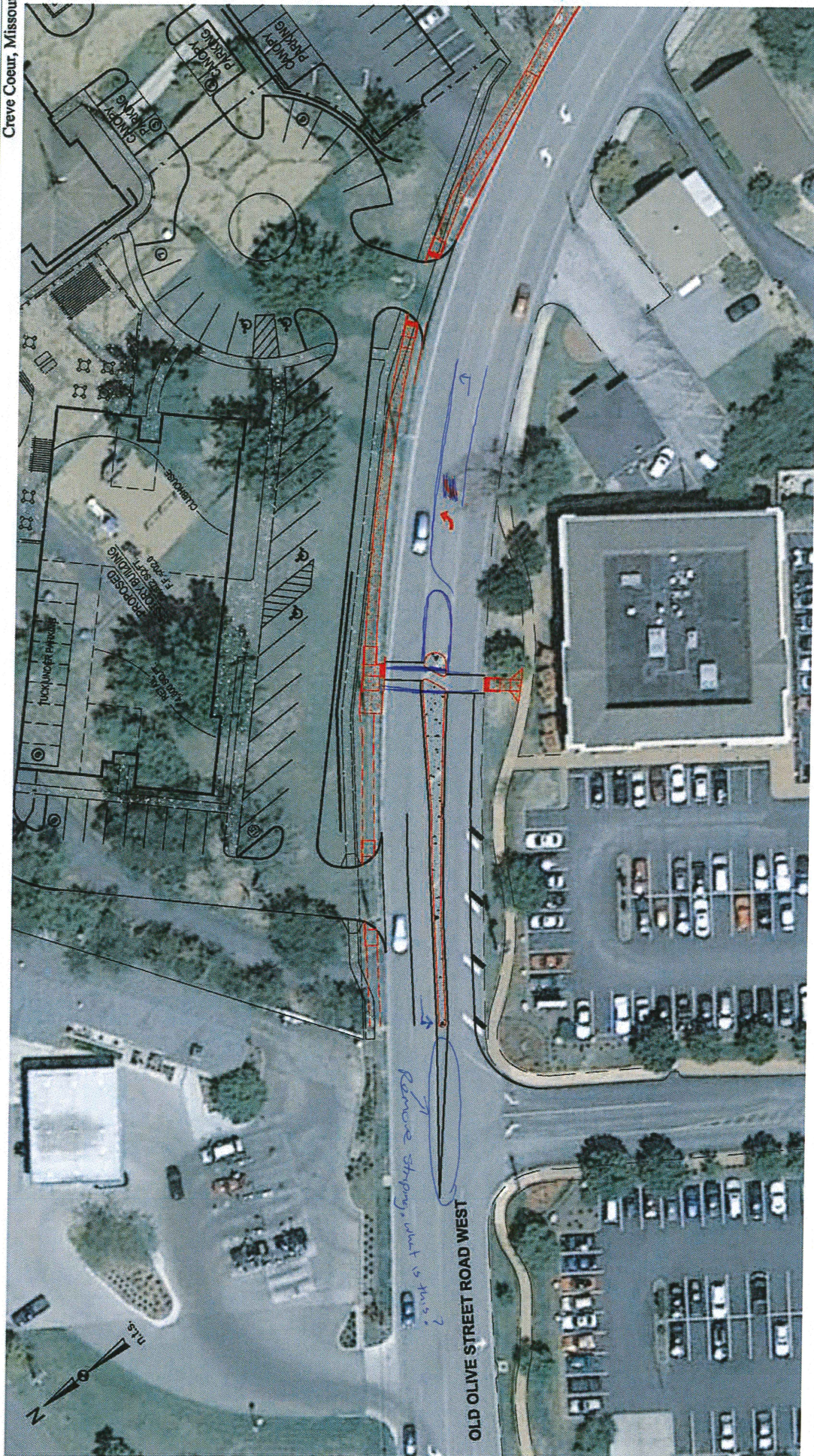


Exhibit A: Potential Off-Site Improvements

Job# 085-13
10/24/13



Brad Goss
Ph 314.719.3702
Fax 314.719.3703
bgoss@salawus.com

November 15, 2013

Via Email Only

Paul Langdon
Director of Community Development
City of Creve Coeur, City Hall
300 N New Ballas Rd
Creve Coeur, MO 63141
plangdon@ci.creve-coeur.mo.us

Re: Terra West, LLC – Public Benefit

Dear Paul:

I understand that there has been discussion concerning the public benefit of the project proposed for the Hamilton Christian Church project located at 10545 Old Olive Street Road. I am summarizing below some of the public benefits that I believe the project provides for the community, which I believe are as follows:

1. We are establishing a pedestrian friendly environment in the absence of any such improvements currently on site by extending the walk along the perimeter of the property and providing a raised median in Old Olive Street Road with cross walks to allow pedestrians safe access to the AMC Center and restaurants.
2. We are improving the multi-modal transportation corridor by providing a transit shelter with architecturally coordinated finishes on the northeast corner of our site.
3. We are improving the storm water quality in the area by providing a water quality feature on the southeast corner of our property that will clean storm water that currently is running off site without any storm water quality control. This water quality feature is not mandated by MSD.
4. We are improving the storm water management in the area by providing onsite, underground detention, whereas the site currently lacks any storm water control such that storm water sheet flows off of the site onto adjoining properties.
5. We are providing a form of housing needed by the life sciences industry in the area that will help them grow this industry and attract jobs to Creve Coeur. The project's residential component has been singled out by representatives of

this industry as critical to their continued success as they compete nationally for qualified applicants to work at their facilities.

6. The Church property, given its current use, contributes no tax revenue to the City; this project puts the property back on the tax rolls, providing revenue for the City and other taxing districts.
7. The Church property is in decline and the building is not adaptable to another use; while whether the property is blighted is debatable, the current condition is not compatible with the finish and appearance of other commercial and residential developments in the City. The project addresses these conditions with buildings that are high finish, architecturally dynamic and with ancillary improvements that are positive for the project and surrounding neighborhood, such as the water feature, pathway and other amenities.
8. We are providing a catalyst for further improvement of the Old Olive Street corridor as desired by the Comprehensive Plan with a mixed use development that addresses a housing need lacking in the City and also providing some additional commercial services to the neighborhood.
9. The property contains approximately 8 acres of land. The project sets aside approximately 1.6 acres of land on the north and perimeter of the site that are not disturbed and are not fenced in, leaving them open, a condition that would not occur with a more intensively developed project or a typical commercial project.
10. The project appropriately balances the mix of uses surrounding the site and although part of the project is zoned "GC" General Commercial, as well as property to the east and west, uses of other neighboring properties are residential. The project appropriately balances these uses, provides compatible uses and significant buffering around the site, a creative reuse of the property that fits within the overall commercial and residential fabric of the surrounding neighborhood.

We believe that in the context of this site and the nature of this proposed project, the project does provide the additional public benefit that meets the spirit and requirements of the Planned Development zoning. If you should have any questions, please contact me.

Very truly yours,

SmithAmundsen LLC

By: 
Brad Goss

**AN ORDINANCE AUTHORIZING A CHANGE OF ZONING FROM
“GC” GENERAL COMMERCIAL AND R-3 RESIDENTIAL TO “PRD” PLANNED
RESIDENTIAL DEVELOPMENT AND APPROVING A SITE DEVELOPMENT PLAN FOR 8.05
ACRES LOCATED AT 10545 OLD OLIVE STREET ROAD AND 1010 KING HENRY COURT.**

WHEREAS, Mr. Brad Goss, of Smith Amundsen, L.L.C., representing Terra West, L.L.C., has submitted an application to amend the Official Zoning Map of the City of Creve Coeur to change the zoning on the 2.4 acres located at 10545 Old Olive Street Road, zoned “GC” General Commercial and the 5.65 acres located at 1010 King Henry Court, zoned St. Louis County “R-3,” to “PRD” Planned Residential Development; and,

WHEREAS, in accordance with Sections 405.390 and 405.1080 of the Zoning Ordinance, the applicant has submitted a site development plan for the subject property to the Department of Community Development; and,

WHEREAS, the “PRD” Planned Residential Development district is a Planned Zoning District that will allow an unique residential and small, service-commercial development subject to certain criteria in Section 405.390, Planned Zoning Districts, of the Zoning Code; and,

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, October 21, 2013, beginning at 7:00 p.m. or immediately following the close of the previous public hearing, on said application; and

WHEREAS, notice of 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 otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a _____ vote, recommended approval of the rezoning at its meeting on November 18, 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 being fully informed finds that rezoning the property 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 good zoning practice; and

WHEREAS, the City Council further finds that the proposed development is eligible for consideration under the planned zoning district process, because it could not be approved under any other Zoning District and the applicant has provided credible evidence that the proposal is an appropriate implementation of the Comprehensive Plan due to the fulfillment of the purpose of Section 405.390, the substantial incorporation of the design criteria for the applicable district type identified in Section 405.390 and the provision of substantial tangible public benefits to the City; and

WHEREAS, the City Council further finds that the proposed development meets the applicable design criteria, in that:

Bill Number_____

Ordinance Number_____

- (1) Adjoining areas are predominately residential or institutional.
- (2) Housing densities will not exceed six (6) units per acre for new single-family residential nor thirty (30) units per acre for new multi-family residential, excluding areas located in a 100-year floodplain.
- (3) It includes dwelling units (all types) subject to height and development and performance standards substantially similar to surrounding residential development. In addition, properties adjacent to any single-family residential development meet the applicable sky exposure plane requirement.
- (4) The floor area ratio (FAR) does not exceed six-tenths (0.6).
- (5) It provides a buffer yard of twenty-five (25) feet on all sides that abut the single-family development, that does not contain any impervious surface and will be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission.
- (6) No new residential building will be located closer than twenty (20) feet to any property line or any required buffer yard.
- (7) No new commercial building will be located closer than forty (40) feet to any required buffer yard.
- (8) It balances increased structure densities for the subject property with more cohesive and organized open space.
- (9) It improves on, or provides for, efficient circulation patterns, access controls and screening of parking facilities.
- (10) It provides adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, stormwater control, sanitary sewer and parks and recreation facilities.
- (11) It utilizes high-quality architectural design, placement, relationship and orientation of structures.
- (12) It places all utilities serving new projects underground, except where specific allowances and design considerations are provided elsewhere in Section 405.390.
- (13) It provides effective landscaping or screening in or around the separate developments within the PRD.
- (14) It provides for vehicular mobility in a manner that does not compromise pedestrian safety and mobility.
- (15) It functionally and aesthetically integrates all proposed stormwater collection basins with the surrounding development through undergrounding or extraordinary design of above ground facilities that is visually commensurate with the surrounding development.

Bill Number _____

Ordinance Number _____

and

WHEREAS, the City Council further finds that:

1. The proposed development is in harmony with the general purpose and intent of the Zoning Code and is compatible with and implements the planning goals and objectives of the City including the Comprehensive Plan.
2. Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets.
3. The internal circulation system of the proposed development encourages safe movement for vehicles and pedestrians.
4. Existing or proposed utility services are adequate for the proposed development.
5. Appropriate buffering is provided to protect adjacent land uses from light, noise and visual impacts.
6. Architecture and building materials are consistent with the character of the proposed development and compatible with areas of the City proximate thereto.
7. Landscaping is appropriate for the scale of development and consistent with any applicable City codes, ordinances and standards.
8. The proposed development preserves any significant architectural and environmental features of the property.
9. Operating and delivery hours are compatible with adjacent land uses.
10. The proposed uses are compatible with the area surrounding the proposed development and will not have a material net cumulative adverse impact on the surrounding area or the City as a whole.
11. The proposed development complies with all other applicable codes and ordinances.
12. The layout of structures and spaces adequately takes into account the potential for future subdivision of the development.
13. There is a demonstrated level of the public benefit to the City derived from the proposed development, per [Section 405.390\(B\)](#);

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

SECTION 1: The Official Zoning Map of the City of Creve Coeur shall be amended to rezone the property located at 10545 Old Olive Street Road, zoned "GC" General Commercial and the 5.65 acres located at 1010 King Henry Court, zoned St. Louis County "R-3," to "PRD"

Bill Number_____

Ordinance Number_____

Planned Residential Development, subject to the conditions stated herein, which property is more specifically described as follows:

A Tract of Land being a part of Share A of Guelbreth's Subdivision situated in the Northwest 1/4 of Section 1, Township 45 North, Range 5 East, and the Southwest 1/4 of Section 36, Township 46 North, Range 5 East, being in the City of Creve Coeur, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at a point on the common line between Sections 35 and 36 of Township 46 North, Range 5 East, said point being distant North 00°20'15" East 82.86 feet from a concrete monument found for the common South corner of said Sections and the Southeast corner of Lot 212 of Willow Brook Section 7 as per the plat thereof recorded in Plat Book 103 Page 44 of the St. Louis County records; said beginning point also being the Southwest corner of Lot 5 of Willow Brook Section 3 as per the plat thereof recorded in Plat Book 82 Page 50 of the St. Louis County records; thence departing the said section line with the South line of said Willow Brook Section 3, South 58°51'10" East 184.52 feet and South 77°23'25" East 367.27 feet to the Northeast corner of the herein described tract of land and being a corner of Willow Brook Condominium as recorded in Plat Book 187 Page 8 of the St. Louis County records; thence, Southerly, with the West line of said Willow Brook Condominium and the West line of a tract of land described in a deed to Willow Brook Medical Building, LLC recorded in Deed Book 12955 Page 639 of the St. Louis County records, South 00°21'30" West 457.75 feet to a point on the Northwest line of Old Olive Street Road, 60 feet wide; thence, with the Northwest line of said Old Olive Street Road, being 30' Northwest and parallel to the centerline thereof, the following courses and distances: South 55°12'06" West 150.86 feet, South 43°42'06" West 134.41 to a found iron rod, and South 35°16'06" West 143.32 feet to the Southernmost corner of the herein described tract of land; thence, departing said Old Olive Street Road with the North line of a tract of land described in a deed to Moller Properties, LLC recorded in Deed Book 18033 Page 483 of the St. Louis County records, North 35°00'06" West 187.50 feet to an angle point and South 74°43'51" West 101.39 feet to a point on the East line of Briarcliff Condominiums; thence with the East line of said Briarcliff Condominiums, being also the East line of Lot 5 of the Subdivision of the M.B. O'Reilly Farm recorded in Plat Book 9 Page 19 of the St. Louis County records, North 00°20'15" East 810.58 feet to the Point of Beginning and containing 8.05 Acres, more or less, according to a survey by THE STERLING COMPANY during the month of September, 2013 under order number 12-11-314.

SECTION 2: Purpose and General Description

The Planned Residential Development (PRD) district enacted through this ordinance (hereafter referred to as the Terra West PRD) is intended to provide for the orderly redevelopment of the vacated Hamilton Christian Church on Old Olive Street Road that is intended for a mix of attached single-family residences, multi-family residences, and limited service-commercial uses all within a transitional setting that is commercial on one side and residential on the opposite side. As such, the development seeks to provide buffer-yards in excess of the planned zoning district requirements and to direct the majority of the development and parking toward the center and southeast side of the property most distant from surrounding residences. Further, the development will utilize the most effective best practices for underground stormwater management available to ensure that any water leaving the site meets or exceeds all water quality standards of the Metropolitan St. Louis Sewer District. Finally, the development will utilize materials and a level of landscape design befitting the highest standard of multi-family housing such that buildings are finished with natural materials and extensive

Bill Number_____

Ordinance Number_____

glazing, lighting is subdued and selectively aimed, parking areas are shaded and well-integrated into the landscape, and circulation is simple but safe and effective.

SECTION 3: Development Regulations

A. APPLICABILITY

Development within the Terra West PRD is subject to all applicable City ordinances, and the conditions that are contained in this section. Where the standards and regulations of this "PRD" Planned Residential Development ordinance and other City ordinances appear to be in conflict, the standards in this ordinance shall prevail.

B. PERMITTED AND ACCESSORY USES

A. *Permitted Uses* – The following uses, listed in Table A of Chapter 405, The Zoning Ordinance, are permitted in the Terra West PRD:

1. Attached single-family dwellings (Use Code CC814111).
2. Multi-family residential (Use Code CC814140)
3. Commercial uses listed in the attached Exhibit 1.

No other uses shall be allowed without further approval of the City.

C. FINAL PLAN REQUIREMENTS

1. *Generally* – The Terra West PRD shall be developed in substantial conformance with the following submitted documents which are attached hereto, collectively as Exhibit 2, except as modified by this ordinance:
 - “Site Development Plan” dated November 5, 2013, drawn by The Sterling Company, Inc.;
 - All multi-story building elevations, dated October 8, 2013, drawn by Humphreys & Partners, Architects, L.P.;
 - All “Carriage House” elevations, dated October 2, 2013, drawn by Humphreys & Partners, Architects, L.P.;
 - All detached garage elevations, dated November 13, 2013, drawn by Humphreys & Partners, Architects, L.P.;
 - All carport elevations, sealed on March 27, 2013 by James Ryan McClean on behalf of Humphreys & Partners, Architects, L.P.;
 - “Conceptual Landscape Plan” dated September 20, 2013, drawn by Waldbart & Sons Nursery;
2. *Plan Submittal Requirements* – Prior to the issuance of any permits for construction within the Terra West PRD, the developer shall submit the following plans for review and approval as follows:
 - a. 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 all drawings attached hereto as Exhibit 2.

Bill Number _____

Ordinance Number _____

- b. The applicant or assigned builder(s) are required to submit Building Permit applications for all structures, as required by Article II of the Building Code. Exterior elevations of all buildings and structures shall be in substantial conformance with all drawings attached hereto as Exhibit 2.
- c. Lighting Plans, showing locations of all exterior light fixtures, including wall-mounted decorative and security lighting, and photometrics shall be submitted to the Planning Division for review and approval in conformance with Section 405.680, Lighting, of the Zoning Code and as otherwise required herein.
- d. No City of Creve Coeur permits of any kind will be approved prior to Missouri Department of Transportation approval of any related work within the Old Olive Street Road right-of-way.

D. SPECIFIC DEVELOPMENT REQUIREMENTS

- 1. Transit Shelter – A transit shelter on the applicant's Old Olive Street Road frontage and adjacent to the crosswalk required herein shall be completed prior to the issuance of a final certificate of occupancy for the principle structure, subject to the issuance of a building permit on the recommendation of the Planning and Zoning Commission. Said shelter shall be unique in design and not include any signs except those providing transit route and fare information. In the event that the transit authority refuses to authorize a transit shelter on the frontage of the applicant's property, the applicant shall not be held in violation of this ordinance.
- 2. Sidewalks – A sidewalk shall be provided across the full width of the street frontage and connecting all access points into the project to the street frontage.
- 3. Crosswalks and Right-of-Way Improvements
 - a. A median shall be constructed as shown in "Exhibit A: Potential Off-Site Improvements" contained in the Traffic Impact Study, Proposed Terra West Apartments and Commercial Development" prepared by Crawford, Bunte, Brammeier, Inc., dated November 4, 2013, except as otherwise directed by the Missouri Department of Transportation.
 - b. A crosswalk shall be installed across Old Olive Street Road that passes through the median required herein and connects the sidewalks on both sides of the street. The location of the crosswalk shall be approximately midway between the two driveways for the project, except as otherwise directed by the Missouri Department of Transportation.
 - c. All public and private cross-walks to be constructed by the developer of the Terra West PRD shall utilize colored and textured concrete and flush curbing.
 - d. Any substantial change to the design of the public right-of-way improvements required by this ordinance shall be reviewed and approved by the Planning Commission following proper notice being served to the public and prior to securing any permits for construction.

Bill Number _____

Ordinance Number _____

4. Fences – All fences shall comply with Chapter 405, The Zoning Ordinance, except as follows:
 - a. All lands immediately north of the northernmost retaining wall shown on the “Site Development Plan” dated November 5, 2013, drawn by The Sterling Company, Inc., shall remain unsecured and not fenced in any manner.
 - b. All fencing shall be ornamental in design and not comprised of chain-link, woven wire or any other form of flexible material.
 - c. All fencing shall be metal and anodized black or similar color; no unfinished metal shall be permitted.
5. Signs – All signs shall be installed in conformance with Article 8, Sign Regulations, of the Zoning Code.
6. Lighting Requirements – All exterior lighting shall be in conformance with Section 405-680, Lighting, of the Zoning Code, except as follows:
 - a. Exterior lighting shall be provided in all parking areas, but is not required in common drive aisles.
 - b. The height and design of all lighting fixtures shall be consistent with the quality and image consistent with the building and the high visibility of the site to the general public.
 - c. In no case shall on-site lighting standards or fixtures exceed twenty feet (20') in height, as measured from the adjacent grade.
 - d. All on-site lighting shall be designed to provide the minimum lighting necessary to ensure adequate vision and comfort in parking areas according to the Illuminating Engineers Society of North America Recommended Practices for Parking Facilities (IESNA RP-20-98) and shielded to not cause glare or direct illumination onto surrounding properties or public/private rights-of-way.
7. Miscellaneous
 - a. Any trash enclosures located outside of the principle buildings and parking garage shall be constructed of materials that are consistent with the building and composed in a similar fashion.
 - b. The existing buildings comprising the former Hamilton Christian Church shall be demolished within one year of the approval of the rezoning, or prior to the issuance of any building permit, whichever ever comes first.
 - c. An underground irrigation system shall be installed and maintained to serve all new landscaped areas.
 - d. 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.

SECTION 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter. The ordinance and the approved development plan shall be recorded by the applicant in the office of County Recorder of Deeds. The applicant must present proof to the City of such recording before any permits may be issued. The development plan shall govern the use, parking, loading, sign, bulk, space and yard regulations applicable to the subject

Bill Number_____

Ordinance Number_____

property and no use or development, other than temporary uses, shall be permitted within the area of the planned zoning district pursuant to the zoning district regulations otherwise applicable to such area.

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

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
221121	Electric Bulk Power Transmission and Control														C
221122	Electric Power Distribution	C	C	C	C	C	C	C	C	C	C	C	C	C	C
221310	Water Supply and Irrigation Systems														C
221320	Sewage Treatment Facilities														C
236115	New Single-Family Housing Construction (except For-Sale Builders)														C
236116	New Multifamily Housing Construction (except For-Sale Builders)														C
236117	New Housing For-Sale Builders														C
236118	Residential Remodelers														C
236210	Industrial Building Construction														C
236220	Commercial and Institutional Building Construction														C
237110	Water and Sewer Line and Related Structures Construction														C
237120	Oil and Gas Pipeline and Related Structures Construction														C
237130	Power and Communication Line and Related Structures Construction														C
237210	Land Subdivision														C
237310	Highway, Street, and Bridge Construction (Management Office Only)													P	P
238150	Glass and Glazing Contractors														C
238210	Electrical Contractors and Other Wiring Installation Contractors														C
238220	Plumbing, Heating, and Air-Conditioning Contractors														C
238310	Drywall and Insulation Contractors														C
238320	Painting and Wall Covering Contractors														C
238330	Flooring Contractors														C
238340	Tile and Terrazzo Contractors														C
238350	Finish Carpentry Contractors														C
238390	Other Building Finishing Contractors														C
238990	All Other Specialty Trade Contractors														C
311351	Chocolate and Confectionery Manufacturing from Cacao Beans														P
311352	Confectionery Manufacturing from Purchased Chocolate										P	P	P	P	P
311340	Nonchocolate Confectionery Manufacturing										P	P	P		P
311811	Retail Bakeries										P	P	P	P	P
311812	Commercial Bakeries														P
311813	Frozen Cakes, Pies, and Other Pastries Manufacturing														P
311821	Cookie and Cracker Manufacturing														P
311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour														C
311830	Tortilla Manufacturing														C
311911	Roasted Nuts and Peanut Butter Manufacturing														P
311919	Other Snack Food Manufacturing														P
311920	Coffee and Tea Manufacturing														P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals														P
334516	Analytical Laboratory Instrument Manufacturing							C							P
334517	Irradiation Apparatus Manufacturing														P
334519	Other Measuring and Controlling Device Manufacturing														P
334613	Blank Magnetic and Optical Recording Media Manufacturing														P
334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing											P	P	P	P
335110	Electric Lamp Bulb and Part Manufacturing														P
335121	Residential Electric Lighting Fixture Manufacturing														P
335122	Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing														P
335129	Other Lighting Equipment Manufacturing														P
335210	Small Electrical Appliance Manufacturing														P
335221	Household Cooking Appliance Manufacturing														P
335222	Household Refrigerator and Home Freezer Manufacturing														P
335224	Household Laundry Equipment Manufacturing														P
335228	Other Major Household Appliance Manufacturing														P
335311	Power, Distribution, and Specialty Transformer Manufacturing														P
335312	Motor and Generator Manufacturing														P
335313	Switchgear and Switchboard Apparatus Manufacturing														P
335314	Relay and Industrial Control Manufacturing														P
335911	Storage Battery Manufacturing														P
335912	Primary Battery Manufacturing														P
335932	Noncurrent-Carrying Wiring Device Manufacturing														P
335991	Carbon and Graphite Product Manufacturing														P
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing														P
336111	Automobile Manufacturing														C
336112	Light Truck and Utility Vehicle Manufacturing														C
336120	Heavy Duty Truck Manufacturing														C
336211	Motor Vehicle Body Manufacturing														C
336212	Truck Trailer Manufacturing														C
336213	Motor Home Manufacturing														C
336214	Travel Trailer and Camper Manufacturing														C
336310	Motor Vehicle Gasoline Engine and Engine Parts Manufacturing														C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers														C
441310	Automotive Parts and Accessories Stores										C	C	C	C	C
441320	Tire Dealers											C	C	C	C
CC442100	All Drive-In and Drive-Through Services (excluding Food Services)											C	C	C	C
442110	Furniture Stores										P	P	P	P	C
442210	Floor Covering Stores										P	P	P	P	C
442291	Window Treatment Stores										P	P	P	P	P
442299	All Other Home Furnishings Stores										C	C	P	P	P
443141	Household Appliance Stores										C	C	P	P	P
443142	Electronics Stores										P	P	P	P	P
444110	Home Centers											C	C	C	P
444120	Paint and Wallpaper Stores										C	P	P	P	P
444130	Hardware Stores										P	P	P	P	P
444190	Other Building Material Dealers											C	C	C	P
444210	Outdoor Power Equipment Stores										C	C	C	P	P
444220	Nursery, Garden Center, and Farm Supply Stores										C			C	P
445110	Supermarkets and Other Grocery (except Convenience) Stores										C	P	P	P	P
445120	Convenience Stores								C		C	C	C	C	C
445210	Meat Markets										P	P	P	P	P
445220	Fish and Seafood Markets														P
445230	Fruit and Vegetable Markets										P	P	P	P	P
445291	Baked Goods Stores										P	P	P	P	P
445292	Confectionery and Nut Stores										P	P	P	P	P
445299	All Other Specialty Food Stores										P	P	P	P	P
445310	Beer, Wine, and Liquor Stores										P	P	P	P	P
446110	Pharmacies and Drug Stores							P	P		P	P	P	P	P
446120	Cosmetics, Beauty Supplies, and Perfume Stores										P	P	P	P	P
446130	Optical Goods Stores										P	P	P	P	P
446191	Food (Health) Supplement Stores							P			P	P	P	P	P
446199	All Other Health and Personal Care Stores										P	P	P	P	P
447110	Gasoline Stations with Convenience Stores										C	C	C	C	C
447190	Other Gasoline Stations											C	C	C	C
448110	Men's Clothing Stores										P	P	P	P	C
448120	Women's Clothing Stores										P	P	P	P	C
448130	Children's and Infants' Clothing Stores										P	P	P	P	C
448140	Family Clothing Stores										P	P	P	P	C
448150	Clothing Accessories Stores										P	P	P	P	C
448190	Other Clothing Stores										P	P	P	P	P
448210	Shoe Stores										P	P	P	P	P
448310	Jewelry Stores										P	P	P	P	C
448320	Luggage and Leather Goods Stores										P	P	P	P	C
451110	Sporting Goods Stores (except those exclusively engaged in the sale of firearms and ammunition)										C	C	P	P	P
451120	Hobby, Toy, and Game Stores										P	P	P	P	P
451130	Sewing, Needlework, and Piece Goods Stores										P	P	P	P	P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
451140	Musical Instrument and Supplies Stores										P	P	P	P	P
451211	Book Stores										P	P	P	P	P
451212	News Dealers and Newsstands								P		P	P	P	P	P
452111	Department Stores (except Discount Department Stores)										C	C	C	C	P
452112	Discount Department Stores										C	C	C	C	P
452910	Warehouse Clubs and Supercenters										C	C	C	C	P
452990	All Other General Merchandise Stores								C		C	C	C	C	P
453110	Florists							P			P	P	P	P	P
453210	Office Supplies and Stationery Stores							P	P		P	P	P	P	P
453220	Gift, Novelty, and Souvenir Stores							P			P	P	P	P	P
453310	Used Merchandise Stores (No building materials, outside sales, exchange or drop-off of used goods).										P	P	P	P	P
453910	Pet and Pet Supplies Stores										P	P	P	P	P
453920	Art Dealers										P	P	P	P	P
453930	Manufactured (Mobile) Home Dealers														C
453991	Tobacco Stores										P	P	P	P	P
453998	All Other Miscellaneous Store Retailers (except auction houses, pool and hot tub sales/supplies and cemetery memorial dealers)										P	P	P	P	P
454111	Electronic Shopping										P	P	P	P	P
454112	Electronic Auctions												P	P	P
454113	Mail-Order Houses														P
454210	Vending Machine Operators														P
454310	Fuel Dealers														C
454390	Other Direct Selling Establishments										P	P	P		
481112	Scheduled Freight Air Transportation														P
481219	Other Nonscheduled Air Transportation											P		P	
484110	General Freight Trucking, Local														C
484121	General Freight Trucking, Long-Distance, Truckload														C
484122	General Freight Trucking, Long-Distance, Less Than Truckload														C
484210	Used Household and Office Goods Moving														C
484220	Specialized Freight (except Used Goods) Trucking, Local														C
484230	Specialized Freight (except Used Goods) Trucking, Long-Distance														C
485111	Mixed Mode Transit Systems														C
485112	Commuter Rail Systems														C
485113	Bus and Other Motor Vehicle Transit Systems														C
485119	Other Urban Transit Systems														P
485210	Interurban and Rural Bus Transportation												C	C	C
485310	Taxi Service														C
485320	Limousine Service														P
485410	School and Employee Bus Transportation														C
485510	Charter Bus Industry											C			C
485991	Special Needs Transportation											C			C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
485999	All Other Transit and Ground Passenger Transportation											C			C
486110	Pipeline Transportation of Crude Oil														C
486210	Pipeline Transportation of Natural Gas														C
486910	Pipeline Transportation of Refined Petroleum Products														C
486990	All Other Pipeline Transportation														C
488190	Other Support Activities for Air Transportation														P
488410	Motor Vehicle Towing														C
488490	Other Support Activities for Road Transportation														C
488510	Freight Transportation Arrangement														P
488991	Packing and Crating														P
488999	All Other Support Activities for Transportation														P
491110	Postal Service								P			P	P	P	P
492110	Couriers and Express Delivery Services														P
492210	Local Messengers and Local Delivery														P
493110	General Warehousing and Storage														C
493120	Refrigerated Warehousing and Storage														C
493130	Farm Product Warehousing and Storage														
493190	Other Warehousing and Storage														
511110	Newspaper Publishers								P		P	P		P	P
511120	Periodical Publishers								P	P	P	P		P	P
511130	Book Publishers								P		P	P		P	P
511140	Directory and Mailing List Publishers								P		P	P		P	P
511191	Greeting Card Publishers								P		P	P		P	P
511199	All Other Publishers								P		P	P		P	P
511210	Software Publishers								P	P	P	P	P	P	P
512110	Motion Picture and Video Production											C	C	C	P
512120	Motion Picture and Video Distribution											P	P	P	P
512131	Motion Picture Theaters (except Drive-Ins)											C	C	C	
512191	Teleproduction and Other Postproduction Services												P	P	
512199	Other Motion Picture and Video Industries												P	P	
512210	Record Production								P	P			P	P	P
512220	Integrated Record Production/Distribution														P
512230	Music Publishers								P	P			P	P	P
512240	Sound Recording Studios								C			C	C	C	P
512290	Other Sound Recording Industries								C			C	C	C	P
515111	Radio Networks								C			C	C	C	C
515112	Radio Stations								C			C	C	C	C
515120	Television Broadcasting								C			C	C	C	C
515210	Cable and Other Subscription Programming								C			C	C	C	C
517110	Wired Telecommunications Carriers								C	C		C		C	C
517210	Wireless Telecommunications Carriers incl. Freestanding Antenna Facilities (except Satellite)	C	C	C	C	C	C	C	C	C	C	C	C	C	C
517410	Satellite Telecommunications								C	C			C		C
517911	Telecommunications Resellers								C			P		P	P
517919	All Other Telecommunications								C				C		C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
CC517929	Roof-Mounted Communication Equipment	C					C	C	C	C	C	C	C	C	C
518210	Data Processing, Hosting, and Related Services								P	P		P	C	P	P
519110	News Syndicates								P			P		P	P
519120	Libraries and Archives						P		P	P	P	P	P	P	P
519130	Internet Publishing and Broadcasting and Web Search Portals								P	P	P	P	P	P	P
519190	All Other Information Services								P	P		P		P	P
521110	Monetary Authorities-Central Bank								P			P		P	P
522110	Commercial Banking						C		C		C	C	C	C	C
522120	Savings Institutions						C		C		C	C	C	C	C
522130	Credit Unions						C		C		C	C	C	C	C
522190	Other Depository Credit Intermediation								C			C		C	C
522210	Credit Card Issuing								P		P	P	P	P	
522220	Sales Financing								P		P	P	P	P	P
522291	Consumer Lending								P		P	P	P	P	P
522292	Real Estate Credit								P		P	P	P	P	P
522293	International Trade Financing								P		P	P	P	P	P
522294	Secondary Market Financing								P		P	P	P	P	P
522298	All Other Nondepository Credit Intermediation (incl. Pawnshops)														
522310	Mortgage and Nonmortgage Loan Brokers								P			P		P	
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities								P			P	P	P	
523110	Investment Banking and Securities Dealing								P			P	P	P	
523120	Securities Brokerage								P		P	P	P	P	
523130	Commodity Contracts Dealing								P		P	P	P	P	
523140	Commodity Contracts Brokerage								P		P	P	P	P	
523210	Securities and Commodity Exchanges								P		P	P	P	P	
523910	Miscellaneous Intermediation								P			P		P	
523920	Portfolio Management								P		P	P	P	P	
523930	Investment Advice								P		P	P	P	P	
523991	Trust, Fiduciary, and Custody Activities								P			P	P	P	
523999	Miscellaneous Financial Investment Activities								P			P	P	P	
524113	Direct Life Insurance Carriers								P			P	P	P	
524114	Direct Health and Medical Insurance Carriers								P			P	P	P	
524126	Direct Property and Casualty Insurance Carriers								P			P	P	P	
524127	Direct Title Insurance Carriers								P			P	P	P	
524128	Other Direct Insurance (except Life, Health, and Medical) Carriers								P			P	P	P	
524130	Reinsurance Carriers								P			P	P	P	
524210	Insurance Agencies and Brokerages								P		P	P	P	P	
524291	Claims Adjusting								C		C	C	C	C	C
524292	Third Party Administration of Insurance and Pension Funds								P			P	P	P	
524298	All Other Insurance Related Activities								P			P	P	P	
525110	Pension Funds								P			P	P	P	
525120	Health and Welfare Funds								P			P	P	P	
525190	Other Insurance Funds								P			P	P	P	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
525910	Open-End Investment Funds								P			P	P	P	
525920	Trusts, Estates, and Agency Accounts								P			P	P	P	
525990	Other Financial Vehicles								P			P	P	P	
531110	Lessors of Residential Buildings and Dwellings								P			P	P	P	
531120	Lessors of Nonresidential Buildings (except Miniwarehouses)								P		P	P	P	P	P
531190	Lessors of Other Real Estate Property								P			P	P	P	
531210	Offices of Real Estate Agents and Brokers								P		P	P	P	P	
531311	Residential Property Managers								P			P	P	P	
531312	Nonresidential Property Managers								P			P	P	P	
531320	Offices of Real Estate Appraisers								P			P	P	P	
531390	Other Activities Related to Real Estate								P			P	P	P	
532111	Passenger Car Rental											C	C	C	
532112	Passenger Car Leasing											C	C	C	
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing												C	C	C
532210	Consumer Electronics and Appliances Rental										C	C	C	C	C
532220	Formal Wear and Costume Rental										P	P	P	P	C
532230	Video Tape and Disc Rental										P	P	P	P	C
532291	Home Health Equipment Rental										P	P	P	P	C
532292	Recreational Goods Rental										P	P	P	P	P
532299	All Other Consumer Goods Rental										C	C	C	C	C
532310	General Rental Centers										C	C	C	C	C
532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing														P
532412	Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing														C
532420	Office Machinery and Equipment Rental and Leasing										P		P	P	P
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing														P
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)								P			P		P	
541110	Offices of Lawyers								P			P	P	P	P
541120	Offices of Notaries								P			P	P	P	P
541191	Title Abstract and Settlement Offices								P		P	P	P	P	P
541199	All Other Legal Services								P			P	P	P	P
541211	Offices of Certified Public Accountants								P			P	P	P	P
541213	Tax Preparation Services								P			P	P	P	P
541214	Payroll Services								P			P	P	P	P
541219	Other Accounting Services								P			P	P	P	P
541310	Architectural Services								P			P	P	P	P
541320	Landscape Architectural Services											P	P	P	P
541330	Engineering Services								P			P	P	P	P
541340	Drafting Services								P			P	P	P	P
541350	Building Inspection Services								P			P	P	P	P
541360	Geophysical Surveying and Mapping Services								P			P	P	P	P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
541370	Surveying and Mapping (except Geophysical) Services								P			P	P	P	P
541380	Testing Laboratories								P	P		P	P	P	P
541410	Interior Design Services								P			P	P	P	P
541420	Industrial Design Services								P			P	P	P	P
541430	Graphic Design Services								P			P	P	P	P
541490	Other Specialized Design Services								P			P	P	P	P
541511	Custom Computer Programming Services								P			P	P	P	P
541512	Computer Systems Design Services								P			P	P	P	P
541513	Computer Facilities Management Services								P	P		P	P	P	P
541519	Other Computer Related Services								P			P	P	P	P
541611	Administrative Management and General Management Consulting Services								P			P		P	P
541612	Human Resources Consulting Services								P			P		P	P
541613	Marketing Consulting Services							P	P			P	P	P	P
541614	Process, Physical Distribution, and Logistics Consulting Services								P			P		P	P
541618	Other Management Consulting Services								P			P	P	P	P
541620	Environmental Consulting Services								P	P		P	P	P	P
541690	Other Scientific and Technical Consulting Services								P	P		P	P	P	P
541711	Research and Development in Biotechnology								P	P					P
541712	Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology)								P	P					P
541720	Research and Development in the Social Sciences and Humanities								P	P				P	
541810	Advertising Agencies								P			P	P	P	P
541820	Public Relations Agencies								P			P	P	P	P
541830	Media Buying Agencies								P			P	P	P	P
541840	Media Representatives								P			P	P	P	P
541850	Outdoor Advertising								P			P	P	P	P
541860	Direct Mail Advertising								P				P	P	P
541870	Advertising Material Distribution Services								P			P	P	P	P
541890	Other Services Related to Advertising								P			P	P	P	P
541910	Marketing Research and Public Opinion Polling								P			P	P	P	P
541921	Photography Studios, Portrait										P	P	P	P	P
541922	Commercial Photography											P	P	P	P
541930	Translation and Interpretation Services								P			P		P	P
541940	Veterinary Services										P	P	P	P	P
541990	All Other Professional, Scientific, and Technical Services								P			P	P	P	P
551111	Offices of Bank Holding Companies								P		P	P	P	P	P
551112	Offices of Other Holding Companies								P		P	P	P	P	P
551114	Corporate, Subsidiary, and Regional Managing Offices								P	P		P	P	P	P
CC561100	Business Enterprise Center (as defined in Chapter 405.120, Definition of Terms)													P	
561110	Office Administrative Services								P			P	P	P	P
561210	Facilities Support Services														P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
561311	Employment Placement Agencies								P			C	C	C	P
561312	Executive Search Services								P			P	P	P	P
561320	Temporary Help Services								P			P	P	P	P
561330	Professional Employer Organizations								P			P	P	P	C
561410	Document Preparation Services								P	P		P	P	P	P
561421	Telephone Answering Services								C			C		C	P
561422	Telemarketing Bureaus and Other Contact Centers								C			C		C	C
561431	Private Mail Centers										P	P	P	P	C
561439	Other Business Service Centers (including Copy Shops)								P		P	P	P	P	P
561440	Collection Agencies								P			P	P	P	P
561450	Credit Bureaus								P			P	P	P	P
561491	Repossession Services														C
561492	Court Reporting and Stenotype Services								P			P	P	P	P
561499	All Other Business Support Services								P		P	P	P	P	P
561510	Travel Agencies								P		P	P	P	P	P
561520	Tour Operators								P			P		P	P
561591	Convention and Visitors Bureaus								P			P		P	P
561599	All Other Travel Arrangement and Reservation Services								P			P	P	P	P
561611	Investigation Services										P	P	P	P	P
561612	Security Guards and Patrol Services														C
561613	Armored Car Services														C
561621	Security Systems Services (except Locksmiths)								C			C	C	C	P
561622	Locksmiths										P	P	P	P	P
561710	Exterminating and Pest Control Services														P
561730	Landscaping Services														C
561740	Carpet and Upholstery Cleaning Services														P
561790	Other Services to Buildings and Dwellings														P
561910	Packaging and Labeling Services										C	C	C		P
561920	Convention and Trade Show Organizers								P			P		P	P
561990	All Other Support Services								C			C	C	C	P
562998	All Other Miscellaneous Waste Management Services														C
611110	Elementary and Secondary Schools	C	C	C	C	C	P								
611210	Junior Colleges						P		C		C	C	C	C	C
611310	Colleges, Universities, and Professional Schools						P	P	C	C	C	C	C	C	C
611410	Business and Secretarial Schools								C			C	C	C	C
611420	Computer Training								C			C	C	C	C
611430	Professional and Management Development Training								C			C	C	C	C
611511	Cosmetology and Barber Schools											C	C	C	C
611513	Apprenticeship Training								P			P	P	P	P
611519	Other Technical and Trade Schools								C					C	C
611610	Fine Arts Schools											C	C	C	P
611620	Sports and Recreation Instruction											C	C	C	P
611630	Language Schools								P					P	P
611691	Exam Preparation and Tutoring								P		P	P	P	P	P
611692	Automobile Driving Schools											C	C	C	C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
611699	All Other Miscellaneous Schools and Instruction								P			P	P	P	P
611710	Educational Support Services								P			P	P	P	P
621111	Offices of Physicians (except Mental Health Specialists)							P	P		P	P	P	P	P
621112	Offices of Physicians, Mental Health Specialists							P	P		P	P	P	P	P
621210	Offices of Dentists							P	P		P	P	P	P	P
621310	Offices of Chiropractors							P	P		P	P	P	P	P
621320	Offices of Optometrists							P	P		P	P	P	P	P
621330	Offices of Mental Health Practitioners (except Physicians)							P	P		P	P	P	P	P
621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists							P	P		P	P	P	P	P
621391	Offices of Podiatrists							P	P		P	P	P	P	P
621399	Offices of All Other Miscellaneous Health Practitioners							P	P		P	P	P	P	P
621410	Family Planning Centers							P	C			C	C	C	C
621420	Outpatient Mental Health and Substance Abuse Centers							P					C		
621491	HMO Medical Centers							P	P			P	P	P	P
621492	Kidney Dialysis Centers							P	P			P	P	P	P
621493	Freestanding Ambulatory Surgical and Emergency Centers							P	P			P	P	P	P
621498	All Other Outpatient Care Centers							P					C		P
621511	Medical Laboratories							P					C	P	P
621512	Diagnostic Imaging Centers							P					C	P	P
621610	Home Health Care Services							P				P	P	P	P
621910	Ambulance Services												C		P
621991	Blood and Organ Banks							P							P
621999	All Other Miscellaneous Ambulatory Health Care Services							P					C	C	
622110	General Medical and Surgical Hospitals							P							
622210	Psychiatric and Substance Abuse Hospitals							P							
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals							P							
623110	Nursing Care Facilities (Skilled Nursing Facilities)						C	C				C	C	C	
623210	Residential Intellectual and Developmental Disability Facilities (Subject to 405.450.B)	P	P	P	P	P	C	C				P			
623220	Residential Mental Health and Substance Abuse Facilities							P				C			
623311	Continuing Care Retirement Communities						C	C				C	C	C	
623312	Assisted Living Facilities for the Elderly						C	C				C	C	C	
623990	Other Residential Care Facilities (Subject to 405.450.B), excluding boot/disciplinary camps and halfway group homes.	P	P	P	P	P	C	C				C	C	C	
624110	Child and Youth Services							P						P	P
624120	Services for the Elderly and Persons with Disabilities						C	P	C			P	P	P	
624190	Other Individual and Family Services							P	P			P	P	P	P
624210	Community Food Services											C	C		P

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
624221	Temporary Shelters							C				C	C		C
624229	Other Community Housing Services											C	C		P
624230	Emergency and Other Relief Services											C	C		C
624310	Vocational Rehabilitation Services												P		C
624410	Child Day Care Services	C	C	C	C	C	C	C	C	C	C	C	C	C	C
711110	Theater Companies and Dinner Theaters								C	C	C	C	C	C	C
711120	Dance Companies											C	C	C	C
711130	Musical Groups and Artists											C	C	C	C
711190	Other Performing Arts Companies											C	C	C	C
711211	Sports Teams and Clubs											C	C	C	C
711212	Racetracks														C
711219	Other Spectator Sports											C	C	C	C
711310	Promoters of Performing Arts, Sports, and Similar Events with Facilities							C				C	C	C	C
711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities							P				P	P	P	
711410	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures							P				P	P	P	P
711510	Independent Artists, Writers, and Performers							C				C	C	C	
712110	Museums											C	C	C	
712120	Historical Sites	C	C	C	C	C	C	C	C	C	C	C	C	C	
712130	Zoos and Botanical Gardens											C	C	C	
712190	Nature Parks and Other Similar Institutions	C	C	C	C	C						C	C	C	
713110	Amusement and Theme Parks							P				C	C	C	
713120	Amusement Arcades										C	C	C	C	
713290	Other Gambling Industries											C	C	C	C
713910	Golf Courses and Country Clubs	C	C	C	C	C									
713940	Fitness and Recreational Sports Centers	C	C	C	C	C			C	C		P	P	P	P
713950	Bowling Centers											C	C	C	
713990	All Other Amusement and Recreation Industries (except gun and shooting clubs)	C	C	C	C	C						C	C	C	P
721110	Hotels (except Casino Hotels) and Motels						C		C			C	C	C	
CC721130	Sexually-Oriented Businesses (subject to Article VIII-A of Chapter 405)														P
721191	Bed-and-Breakfast Inns	C	C	C	C	C									
721310	Rooming and Boarding Houses						C	C							
722310	Food Service Contractors											C	C	C	C
722320	Caterers											C	C	C	C
722330	Mobile Food Services										C	C	C	C	C
722410	Drinking Places (Alcoholic Beverages)										C	C	C	C	C
722511	Full-Service Restaurants								C		C	C	C	C	C
722513	Limited-Service Restaurants								C		C	C	C	C	C
722514	Cafeterias, Grill Buffets, and Buffets						C		C		C	C	C	C	C
722515	Snack and Nonalcoholic Beverage Bars								C	C	C	C	C	C	C
811111	General Automotive Repair												C		C
811112	Automotive Exhaust System Repair												C		C
811113	Automotive Transmission Repair												C		C
811118	Other Automotive Mechanical and Electrical Repair and Maintenance												C		C
811121	Automotive Body, Paint, and Interior Repair and Maintenance														C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
811122	Automotive Glass Replacement Shops												C		C
811191	Automotive Oil Change and Lubrication Shops												C	C	C
811192	Car Washes												C		C
811198	All Other Automotive Repair and Maintenance												C		C
811211	Consumer Electronics Repair and Maintenance										C	C	C		C
811212	Computer and Office Machine Repair and Maintenance								P		P	P	P	P	P
811213	Communication Equipment Repair and Maintenance														P
811219	Other Electronic and Precision Equipment Repair and Maintenance												P		P
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance														P
811411	Home and Garden Equipment Repair and Maintenance														P
811412	Appliance Repair and Maintenance												P		P
811420	Reupholstery and Furniture Repair												C		P
811430	Footwear and Leather Goods Repair										P	P	P	P	P
811490	Other Personal and Household Goods Repair and Maintenance														C
812111	Barber Shops										P	P	P	P	P
812112	Beauty Salons										P	P	P	P	C
812113	Nail Salons										P	P	P	P	C
812191	Diet and Weight Reducing Centers										C	C	P	P	C
812199	Other Personal Care Services (except escort services, massage parlors, steam baths, tattoo parlors, permanent makeup salons, and Turkish baths)										P	P	P	P	P
812210	Funeral Homes and Funeral Services	C					C				C	C	C	C	
812220	Cemeteries not associated with a place of worship and all Crematories	C					C					C			
812320	Drycleaning and Laundry Services (except Coin-Operated) provided that facility (1) Meets all fire code regulations, and (2) Has a valid permit from the St. Louis County Air Pollution Control Program.										P	P	P	P	
812331	Linen Supply														P
812332	Industrial Launderers														P
812910	Pet Care (except Veterinary) including only Pet Spas (as defined in Section 405.120) Services										P	P	P		P
812921	Photofinishing Laboratories (except One-Hour)														P
812922	One-Hour Photofinishing										P	P	P	P	
812930	Parking Lots and Garages													C	P
812990	All Other Personal Services										C	C	C	C	C
813110	Religious Organizations, Incl. Retreat Houses	C	C	C	C	C	C	C	C	C	C	C	C	C	C

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

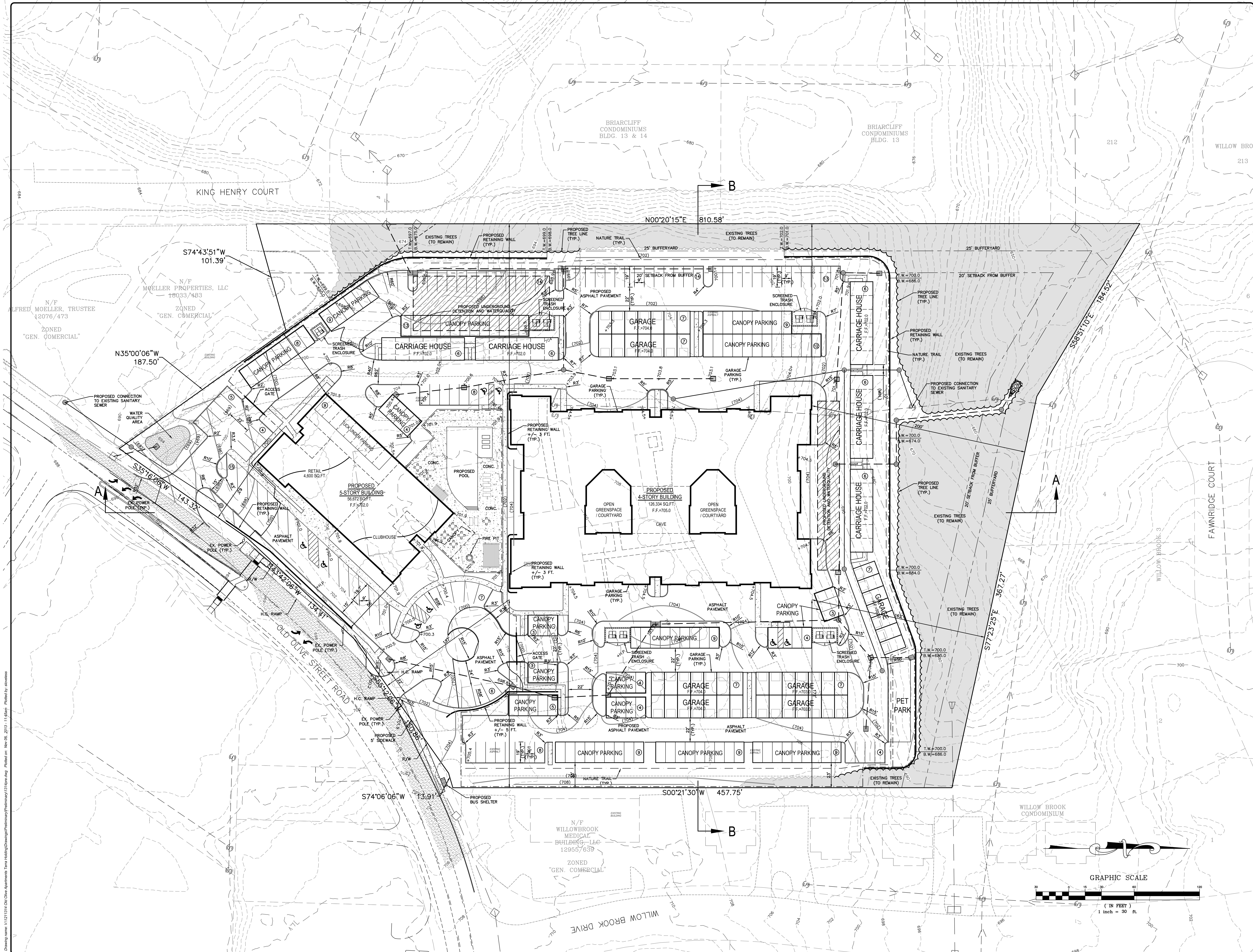
Use Code	2012 NAICS Title	ZONING DISTRICTS													
		A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
813211	Grantmaking Foundations								P		P	P	P	P	P
813212	Voluntary Health Organizations								P			P		P	P
813219	Other Grantmaking and Giving Services								P			P		P	P
813311	Human Rights Organizations								P			P		P	P
813312	Environment, Conservation and Wildlife Organizations	C	C	C	C	C			P			P		P	P
813319	Other Social Advocacy Organizations	C	C	C	C	C			P			P	P	P	P
813410	Civic and Social Organizations	C	C	C	C	C			P			P		P	C
813910	Business Associations	C	C	C	C	C			P			P		P	P
813920	Professional Organizations								P			P	P	P	C
813930	Labor Unions and Similar Labor Organizations								P			P	P	P	C
813940	Political Organizations								P			P	P	P	P
813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)	C	C	C	C	C			P			P	P	P	P
814110	Private Households-Single Family Residential	P	P	P	P		P								
CC814111	Attached Single-Family Residential (townhouses or duplexes)					P									
CC814120	Low Density Multi-Family Residential (6 units per acre)					C									
CC814130	Medium Density Multi-Family Residential (20 units per acre)													P	
CC814140	High Density Multi-Family Residential (more than 20 units per acre)													C	
921110	Executive Offices								P	P		P	P	P	C
921120	Legislative Bodies								P	P		P	P	P	
921130	Public Finance Activities								P			P	P	P	P
921140	Executive and Legislative Offices, Combined								P	P		P	P	P	P
921190	Other General Government Support								P	P		P	P	P	P
922110	Courts								P				P	P	P
922120	Police Protection						P	P	P	P		P	P	P	P
922130	Legal Counsel and Prosecution								P	P		P	P	P	
922160	Fire Protection						P		P	P		P	P	P	
922190	Other Justice, Public Order, and Safety Activities							C	C	C		C	C	C	P
923110	Administration of Education Programs							P	P			P	P	P	P
923120	Administration of Public Health Programs							P	P			P	P	P	
923130	Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs Programs)							P	P			P	P	P	
923140	Administration of Veterans' Affairs							P	P			P	P	P	
924110	Administration of Air and Water Resource and Solid Waste Management Programs								P			P	P	P	
924120	Administration of Conservation Programs								P			P	P	P	
925110	Administration of Housing Programs								P			P	P	P	
925120	Administration of Urban Planning and Community and Rural Development								P			P	P	P	
926110	Administration of General Economic Programs								P			P	P	P	

Chapter 405, Table A, Permitted and Conditional Uses

P=Permitted Use; C=Conditional Use Permit Required

		ZONING DISTRICTS													
Use Code	2012 NAICS Title	A	B	C	D	AR	HE	PH	PO	RO	MX	PC	GC	CB	LI
926120	Regulation and Administration of Transportation Programs								P			P	P	P	
926130	Regulation and Administration of Communications, Electric, Gas, and Other Utilities								P			P	P	P	
926140	Regulation of Agricultural Marketing and Commodities								P			P	P	P	
926150	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors								P			P	P	P	P
927110	Space Research and Technology								P			P	P	P	P
928110	National Security								P			P	P	P	P
928120	International Affairs								P			P	P	P	P

Drawing name: V:\121114 Old Olive Apartments Terra Holdings\Drawings\Drawings\121114 Old Olive Apartments Terra Holdings.dwg, Printed on: May 05, 2013 - 11:56am, Plotted by: jstevens



DATE	REVISIONS
9-20-2012	SUBMITTAL TO CITY OF CREVE COEUR
10-18-2012	CLIENT REVISIONS
10-21-2012	CLIENT REVISIONS
10-25-2012	CLIENT REVISIONS
11-5-2012	CLIENT REVISIONS

Terra West, LLC
5091 Baumgartner Road
St. Louis, Missouri 63129
Ph. (314) 487-9000
fx. (314) 487-6718

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129 6844
Ph. 314-311-8888
www.sterling-eng.com
Corporate Certificate of Authority #001348

Terra West Apartments
Creve Coeur, Missouri
SITE DEVELOPMENT PLAN

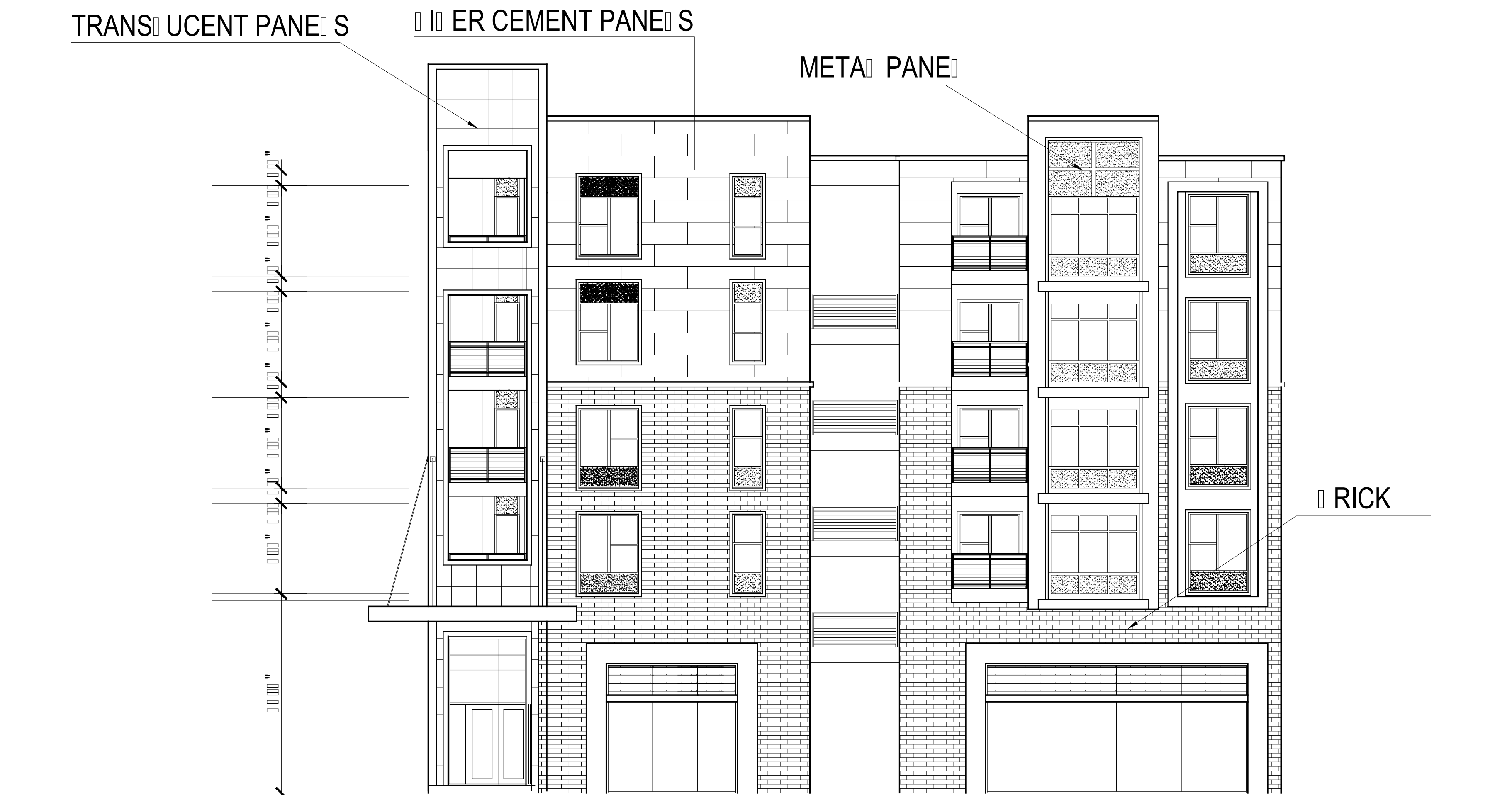
NOT APPROVED
FOR CONSTRUCTION!

Date: 11-1-2013
RODNEY ARNOLD
License No. PE-2002016612
Civil Engineer

Job Number:
12-11-314

Date:
Nov. 5, 2013

Designed: Sheet
Drawn: **2.1**
Checked: PRE



EST ELEVATION

OLD OIL STREET TERRA HOUSING CREATIVE COEUR MO

1 2 3 4 5 6

HPA 1 2 3 4 5



HUMPHREYS & PARTNERS ARCHITECTS L.P.

5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639
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DALLAS CHARLOTTE IRVINE LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX

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SOUTH ELEVATION

OLD ORLEANS STREET
TERRA HOLDING
CREATIVE COEUR MO

HPA



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NORTH ELEVATION

OLD OIL STREET TERRA HOLDING CREATIVE COEUR MO

HPA



HUMPHREYS & PARTNERS ARCHITECTS L.P.

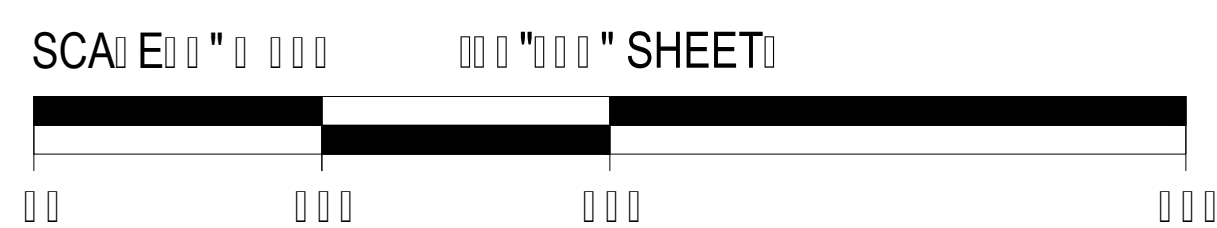
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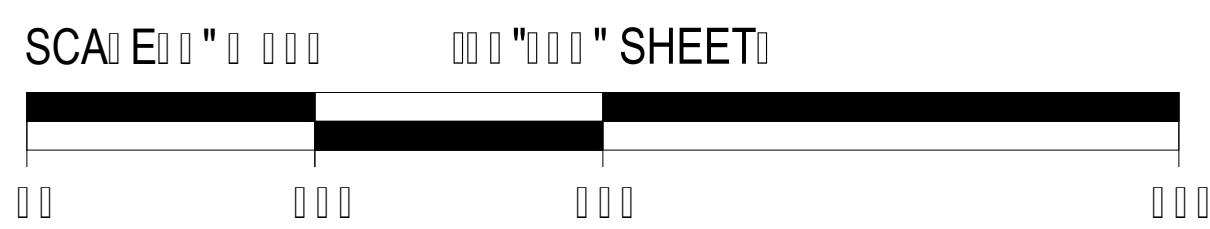
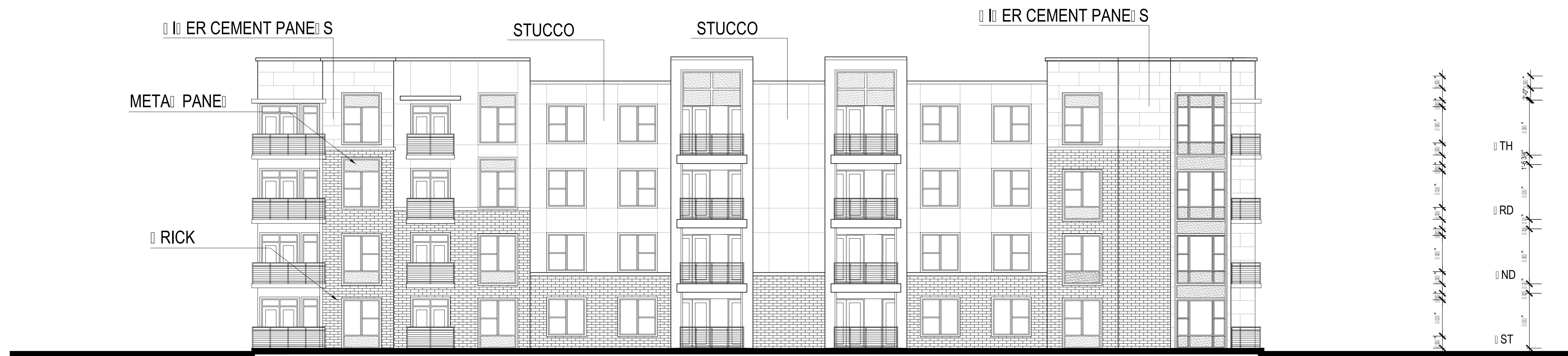
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BUILDING ELEVATION

ARCH

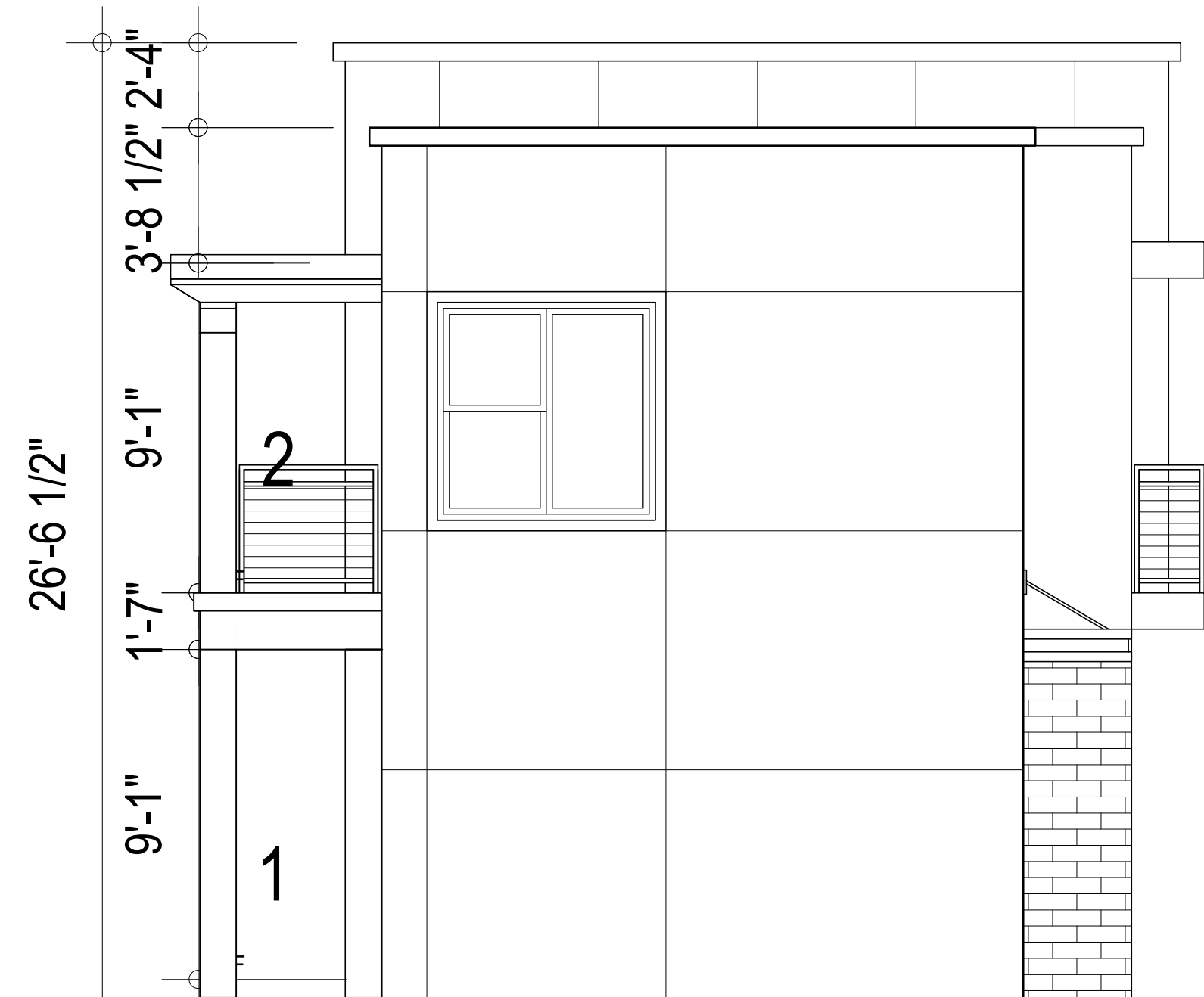




BUILDING SOUTH ELEVATION

ARCH





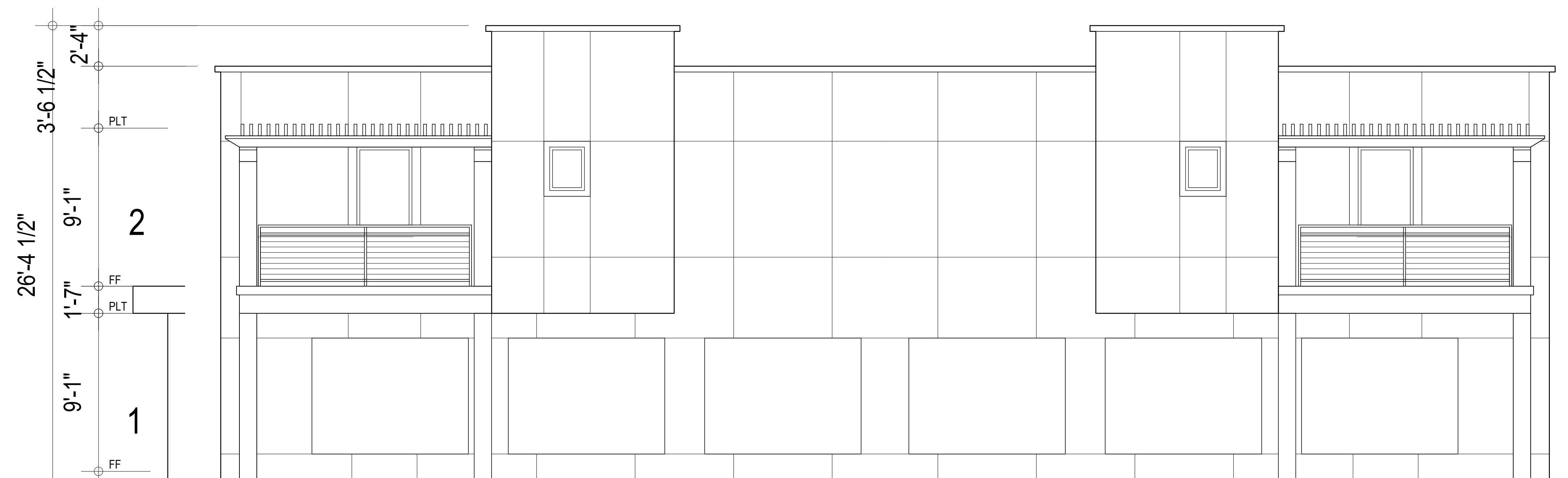
CARRIAGE HOUSE - LEFT ELEVATION
SCALE: 1/4" = 1'-0" (24"x36" SHEET)



CARRIAGE HOUSE - FRONT ELEVATION
SCALE: 1/4" = 1'-0" (24"x36" SHEET)

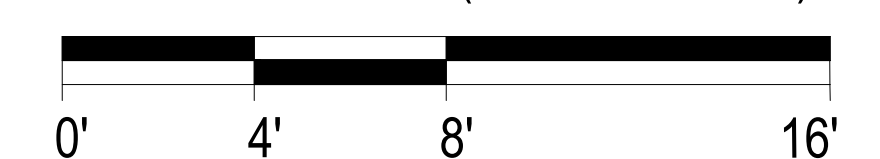


CARRIAGE HOUSE - RIGHT ELEVATION
SCALE: 1/4" = 1'-0" (24"x36" SHEET)



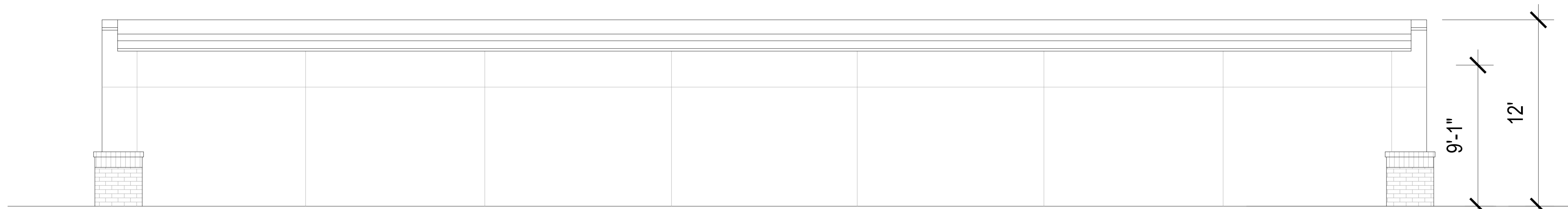
CARRIAGE HOUSE - REAR ELEVATION
SCALE: 1/4" = 1'-0" (24"x36" SHEET)

SCALE: 1/4"=1'-0" (24"x36" SHEET)

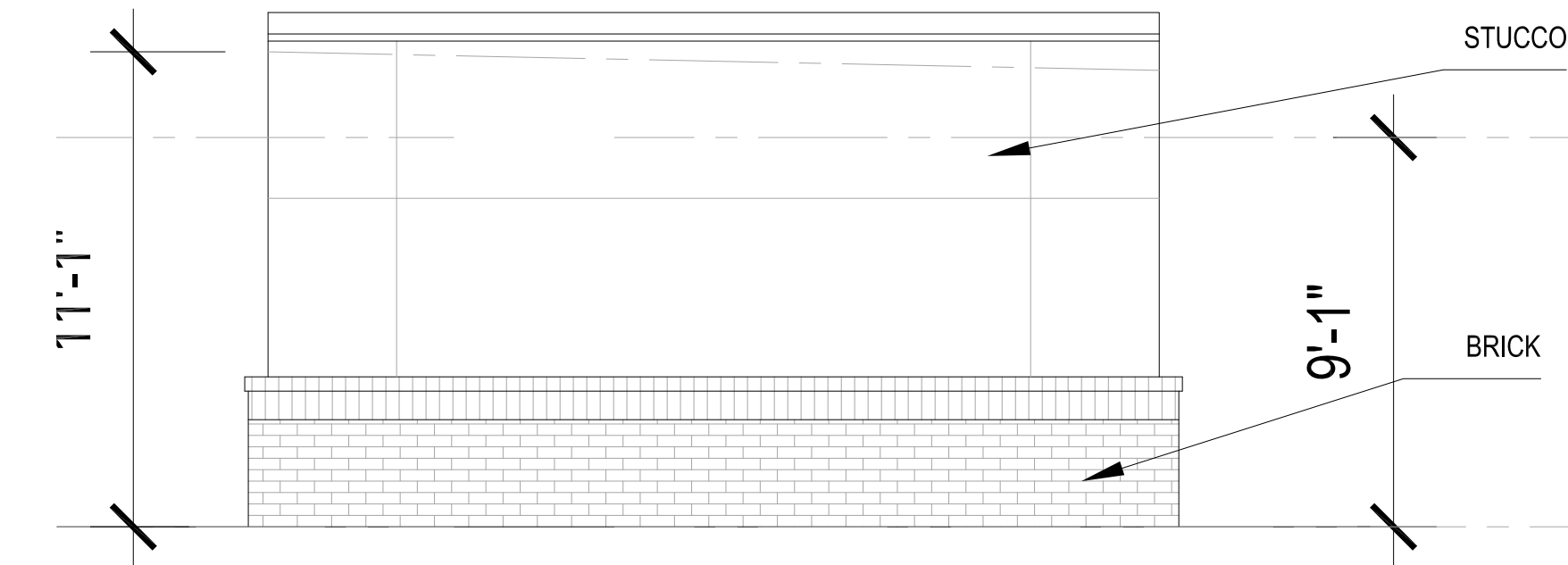


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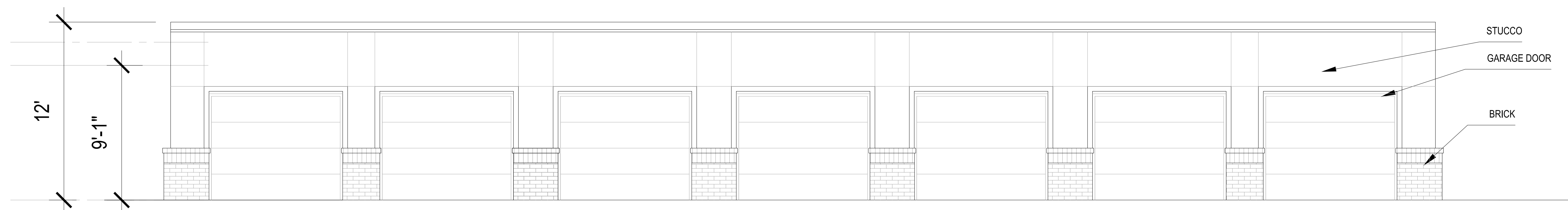




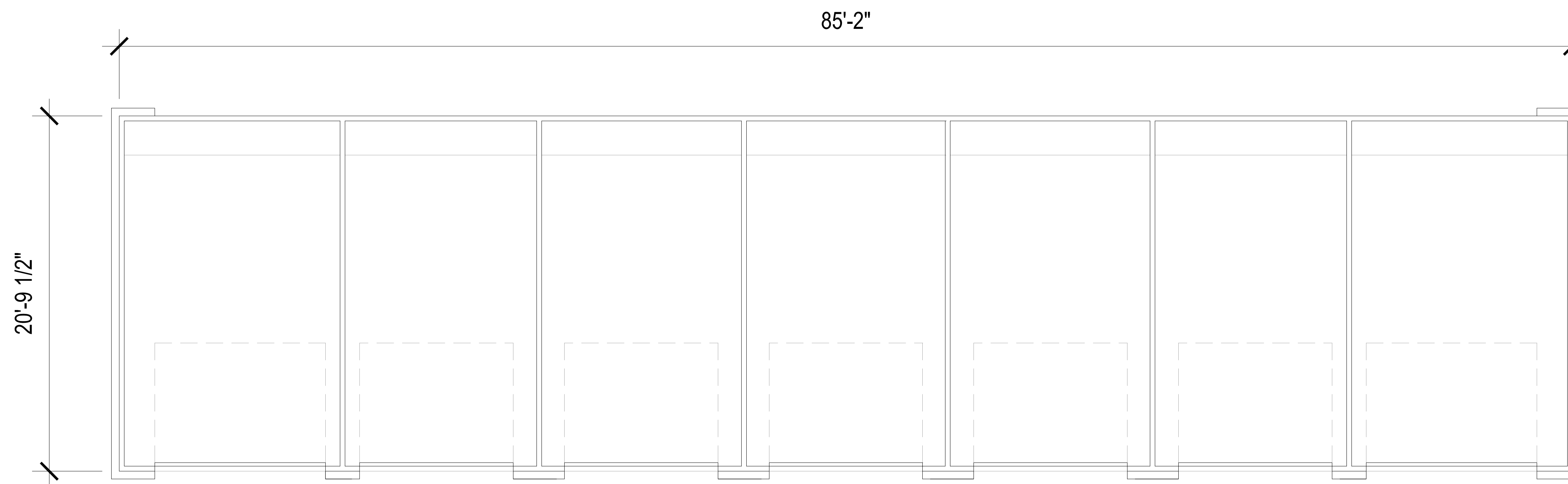
03 DETACHED GARAGE REAR ELEVATION
SCALE: 1/4"=1'-0"



04 DETACHED GARAGE END ELEVATION
SCALE: 1/4"=1'-0"

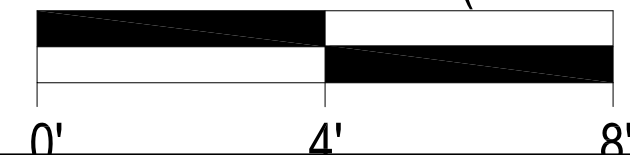


02 DETACHED GARAGE FRONT ELEVATION
SCALE: 1/4"=1'-0"

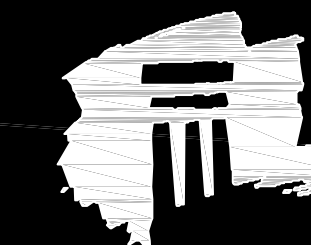


01 DETACHED GARAGE PLAN
SCALE: 1/4"=1'-0"

SCALE: 3/8"=1'-0" (24"x36" SHEET)



A910







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

November 21, 2013

Mr. Brad Goss
SmithAmundsen, LLC
120 S. Central Avenue, Suite 700
St. Louis, MO 63105

Re: Application #13-042: Rezoning to "PRD" and site development plan
Terra West – 10545 Old Olive Street Road

Mr. Goss:

The Planning and Zoning Commission, at its meeting of November 18, 2013, reviewed your request for approval of rezoning the referenced property to "PRD" Planned Residential Development District and approval of the site development plan for a 182-unit residential development, located at 10545 Old Olive Street Road.

By unanimous vote, the Planning Commission recommends approval of the rezoning, and site development plan 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, November 25th, 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, NOVEMBER 18, 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, November 18, 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. Tim Carney
 Mr. James Faron
 Mr. Ken Howard
 Mr. Gene Rovak

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

5. UNFINISHED BUSINESS

C. Application #13-042: Rezoning of 10545 Old Olive Street Road to “PRD” Planned Residential Development District and Site Development Plan for a 182-unit residential development.

Applicant/Agent: Brad Goss
 SmithAmundsen, LLC
 120 S. Central Avenue, Suite 700
 St. Louis, MO 63105

Property Owners Under Contract:
 Terra West, LLC
 5091 Baumgartner Road
 St. Louis, MO 63129

Mr. Brad Goss, 120 S. Central Avenue, presented the revised site plan. Mr. Goss said the changes made were from comments taken away from the last meeting. Mr. Goss said they obtained MoDOT approval of their traffic study.

Mr. Goss showed a drawing of the revised site plan. Mr. Goss explained the changes that included the addition of a nature trail/walking path, a pet park, relocation of two carriage houses from the perimeter of the site to the interior, and several canopy parking locations that were moved. Mr. Goss said the retaining wall was pulled back for less encroachment into the existing forest on the north side. There was a water quality feature added on the southwest

corner, Mr. Goss pointed out. Mr. Goss explained the addition of a transit shelter along the frontage of the property, and showed that the revised plans included a median on Old Olive Street Road to address comments from the traffic study. He also said they were making the entrance on the south side a right-in/right-out driveway. Mr. Goss stated that, with the changes that have been made, they improved the pedestrian traffic for the area by providing a crosswalk and sidewalk to the bus shelter. Mr. Goss said the bus shelter would be architecturally enhanced to match the look and materials of their building. Mr. Goss also said the changes improve the buffering by adding greenspace to the site and adding desirable amenities to the site.

Mr. Lee Cannon, 1830 Craig Park Court, said the traffic study looked at the existing traffic conditions at the surrounding intersections, as well as the proposed site driveways. Mr. Cannon said the traffic impacts based on adding the median and doing minor restriping are moderate. Mr. Cannon said the study was submitted to MoDOT, who owns and maintains that roadway, and they find the traffic study satisfactory and will be working through the design details with each other as they go.

Mr. Rovak wanted to know what signage would be used to indicate there was a pedestrian crossing. Mr. Cannon said MoDOT dictates those signs and through MoDOT's permitting process, those signs will be erected and it will be a marked crosswalk.

Mr. Goss stated, with regards to permitted accessory uses in Section B of the ordinance, that he did not see allowed accessory uses and would like the ordinance to allow, specifically, any of the accessory uses in the "GC" district.

Mr. Faron asked if the pet park was a public amenity, and Mr. Goss said no it was just for the residents living on their property.

Mr. Scott Harris, 7 Fawnridge Court, said his house faces the wooded area and he was concerned with what they will be looking at when the project gets underway. Mr. Harris also said he thinks this project will increase the cut-through traffic on Willowbrook Drive. Mr. Goss pointed out the tree line to show where there would be tree preservation. Mr. Cannon said the traffic impact to the neighborhood will be minimal because there are few reasons for the apartment residents to go north through the neighborhood.

Mr. Paul Langdon, Director of Community Development, showed a picture of the proposed traffic median and explained the applicant would be subject to all normal state requirements for mid-block crossings, which is signage at a minimum but may include a warning light; right now it is unknown. Mr. Langdon said staff is happy with this effort to provide the crossing.

Mr. Langdon said there is 120 feet of tree preservation, pointed out on a drawing, and said there is also a buffer area of 30 feet that is required by zoning code, so at a minimum it meets or exceeds what was done on the prior "Vanguard" project. Mr. Langdon said the area will not be fenced and public use of the space is a significant contribution. Mr. Langdon spoke in regards to color schemes of the building and general design. Mr. Langdon spoke to the location of the bus shelter and showed on a drawing where the existing ones are in relation to the proposed one. Mr. Langdon also pointed out that the MoDOT-proposed location of the bus shelter adjacent to the crosswalk is for public safety, not design. Lastly, regarding traffic,

Mr. Langdon stated when the review was done for the Vanguard project, up the street from this project, there was concern about the additive impact of this project. Mr. Langdon said the study for this project did include the Vanguard project, so it does examine the total impact of traffic on this area. Mr. Langdon said they are sending the traffic study to the City's traffic consultant for verification of assumptions and conclusions.

Mr. Langdon spoke to tangible benefit, stating the public can use the open greenspaces, there will be a bus shelter and sidewalk/crosswalk, and these things can be considered tangible. However, Mr. Langdon said if the Commission finds these things sufficient that is fine. If the Commission is not satisfied, it has been suggested that there is, what appears to be, an abandoned property on Old Olive Boulevard, further to the east, and that this area lacks a public park and maybe this project, along with some assistance from others, could invest in converting this property to a park. Mr. Langdon said he has done no research on this issue, but it would be a voluntary option if the applicant wishes to pursue it and the Commission would have to indicate it would be a persuasive thing for them to do.

There was some discussion around color schemes and the materials being used on the buildings.

Chair Madden asked if the applicant was interested in the park idea, and Mr. Goss said no. Mr. Goss pointed out some things he believes are benefits, which included: greenspace, mixed uses, putting the property back on the tax rolls, stormwater improvements, and providing housing that the local plant science industry is asking for.

Mr. Langdon stated one of the suggestions is to enhance the landscaping at one of the corners, and that could be a way to make the project better, beyond the minimum. Mr. Goss said he is willing to work with staff to enhance landscaping and work on the nature of the water quality feature.

The Commission members agreed that other than making sure the city's traffic consultant's report matches up with the applicant's and adding more landscape, the project is good and they are ready to move forward. However, should the traffic report conflict they would require the applicant to return to Planning and Zoning.

Mr. Faron motioned to recommend approval of Application #13-042, the rezoning and site development plan for Terra West Planned Residential Development subject to the conditions in the draft ordinance prepared for the meeting of November 18, 2013, including the city traffic study which should be in compliance with the present traffic studies. Mr. Rovak seconded the motion with the resultant vote as follows:

Mr. Carney – aye
Mr. Rovak – aye

Mr. Howard – aye
Chair - aye

Mr. Faron – aye

9. 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 9:51 p.m.

Timothy Madden, Chair

Julie Lowery, Recording Secretary



city of CREVE COEUR

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**APPLICATION TO PLANNING AND ZONING COMMISSION
#13-042 REZONING OF 10545 OLD OLIVE STREET ROAD TO "PRD"
PLANNED RESIDENTIAL DEVELOPMENT DISTRICT AND SITE
DEVELOPMENT PLAN FOR A 182-UNIT RESIDENTIAL DEVELOPMENT**

FOR THE MEETING OF: October 21, 2013

SUBJECT PROPERTY LOCATION: 10545 Old Olive Street Road, formerly the Hamilton Christian Church

REQUEST: An application has been submitted for the approval of the rezoning of 8.05 acres from R-3 (former St. Louis County zoning) and "GC" General Commercial to "PRD" Planned Residential Development District. The PRD zoning includes the site development plan for a 182-unit multi-family residential development with a commercial component of 4,600 square feet.

ADDITIONAL INFORMATION: The front section of the property that is the lot addressed as 10545 Old Olive Street Road was originally in the City of Creve Coeur is zoned "GC" General Commercial. The remaining two-thirds is a separate lot addressed as 1010 King Henry Court and was originally in unincorporated St. Louis County. The Church was built over both properties in 1962, and then the north lot was later annexed into the city. However, the zoning was never changed so 1010 King Henry Court lot remained R-3.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Does the request follow the Design Guidelines?
- Does the project meet with the criteria for a Planned Residential Development?

Comp. Plan References

- Commerce Center Action Area

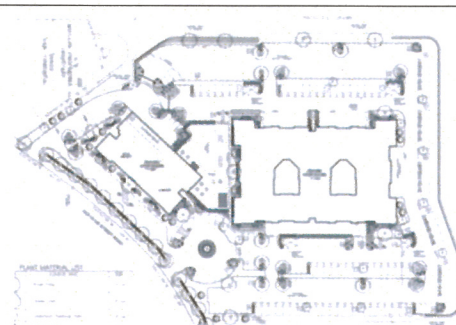
Zoning Code References

- Section 405.390(D)(2):
Planned Residential Development "PRD"

APPLICANT: Brad Goss
SmithAmundsen, LLC
120 S. Central Ave. Suite 700
St. Louis, MO 63105

**PROPERTY OWNERS
UNDER CONTRACT:**

Terra West, LLC
5091 Baumgartner Road
St. Louis, MO 63129



REPORT PREPARED BY:

Whitney Kelly
Whitney Kelly, MCP, City Planner

10/18/2013
Date

ATTACHMENTS: Applicant's Materials submitted September 20th, and Color Schemes submitted September 23rd
Public comment received on Application #13-024 Text Amendment to the PRD (most comments reflected on the proposed project)

PROPOSED PROJECT

The Applicant is seeking to rezone the 8.05 acres for a planned residential development that will contain a mix of commercial and residential uses. The housing consist of a variety of one and two bedroom units built in multi-story buildings, and carriage homes, ranging from 667 to 1,228 square feet in size. The commercial component will be located on the ground floor with 44 units on the upper floors of the five-story building along Old Olive Street Road. The main building in the center of the property will have 128 units, on four floors, and there are 10 units in the “carriage house” (units located above the garages) buildings along the north parking area. The Applicant does not currently have a proposed tenant for the commercial component at this time; the intent would be to allow for small scale neighborhood retail services, such as a yogurt shop, coffee shop, or office. Approximately 125 (38%) of the 330 required parking spaces are provided within either attached garages, detached garages, or tuck under parking. Proposed site coverage is 59.6%. While the project will be maintaining a large amount of the existing tree mass along the north, they are regarding and pushing the tree line northward.

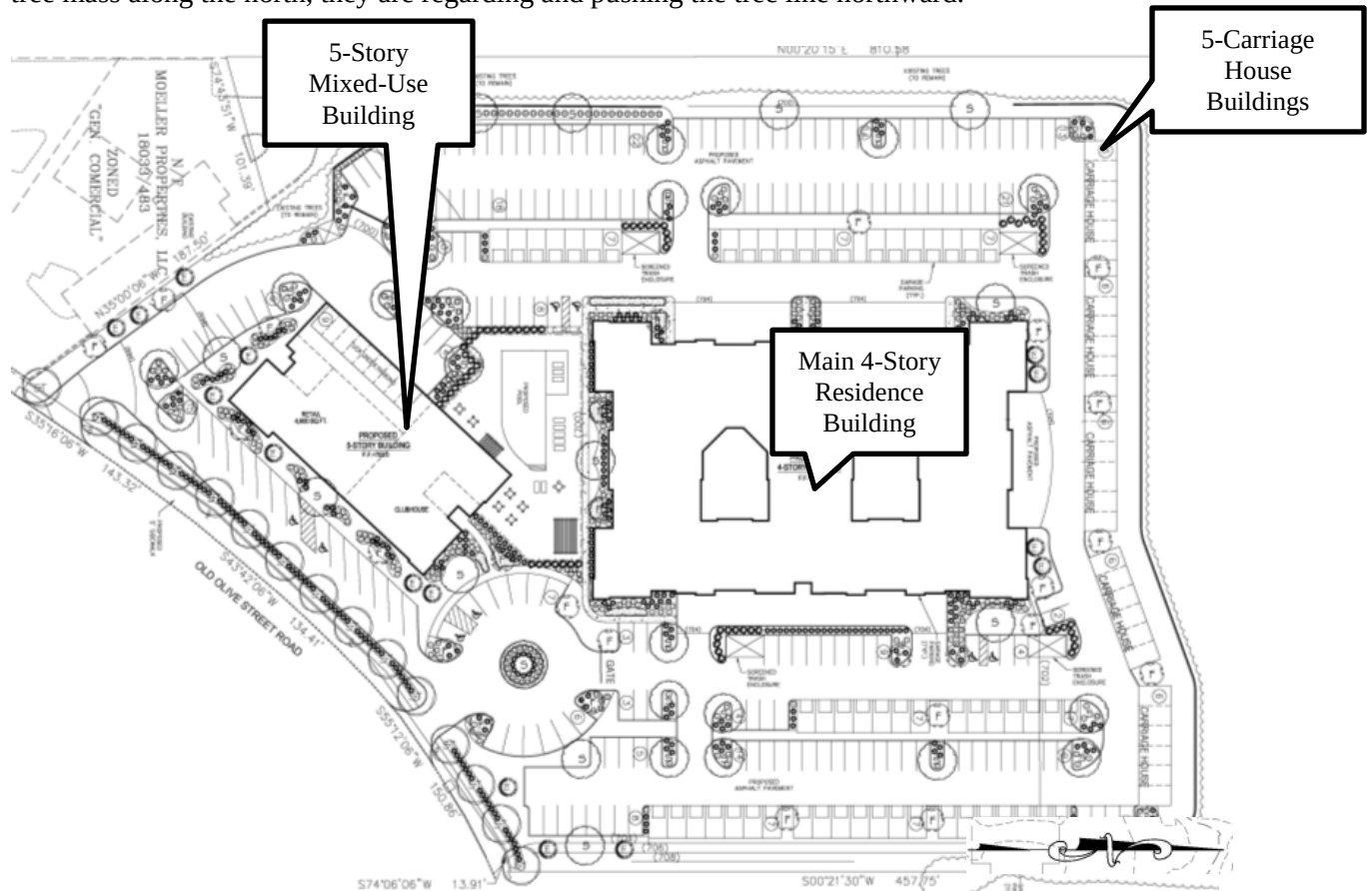


Figure 1: Proposed Landscape Plan with the main buildings indicated.



Figure 2: Elevation of the main residential building.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Single Family Residential	St. Louis County R-2 and R-3	NA
South	Office and Retail	GC District	Old Olive Street Road
East	Residential Duplex; Medical Office Building	St. Louis County R-6; GC District	NA
West	Briarcliff Condominiums Multi-Family Residential; Waterways Gas/Car Wash	St. Louis County PEU R-2, R-6, R-6A; GC District	NA

FINDING OF ELIGIBILITY

An application for “PRD” Planned Residential Development requires a finding of eligibility by the Zoning Administrator prior to review by the Planning Commission. The following table summarizes that finding and is provided for reference only.

The purpose of this finding is primarily to serve as a quick review to determine if the proposal meets minimal standards; enough that it warrants further review. Greater scrutiny is applied in the subsequent discussion and is the purview of the Planning Commission and City Council.

Criteria	Finding
Cannot be approved under other zoning	The combination of the small commercial component and residential uses at the proposed density can be accomplished in the CB District, and the planned zoning districts: Planned Residential (Section 405-390.D.2.a). However, the proposal does not meet the CB District requirement that 50% of the parking must be provided underground or within a basement garage and that no unit shall be less than 750 sq. ft. The only remaining option is the “PRD” Planned Residential District.
Fulfills purpose of Section 405-390, Planned Zoning Districts: “The purpose of the Planned Zoning District is to allow innovative design, solve problems on difficult sites, meet market niches, encourage housing in different price ranges, promote well designed developments and encourage infill and redevelopment within the existing urban area.”	Without delving into the question of appropriateness, the following appear to be facts supporting the stated purpose: • It is an innovative combination of development types in one project. • It will serve the growing demand of residential units in the area for the life science industry • It will infill a property in a distressed area with economically viable uses. • The pre-designed buildings are well thought out; and the small commercial component is intended for neighborhood services and limited to the mixed-use building along Old Olive Street Road (a commercial corridor).
Substantial incorporation of PRD design criteria	Overall, the design criteria appear to be met, but a fuller discussion of these points can be found below.
Provision of tangible public benefit(s)	It is the Applicant’s assertion that the adaptive use of this property, the proposed landscaping and improved pedestrian connections along Old Olive Street Road, are the public benefit unique to this proposal. Further the Applicant is correcting the zoning of a vacant property, and the project provides a certain future in an area that is under pressure for redevelopment, while protecting the surrounding residential developments with a residential project. The proposed project will also maintain the large amount of existing trees that create a buffer to the residential developments to the north and west. Although Staff recognize that there remains a question of weighing these benefits as a “tangible public benefit”, Staff also believes there are enough factors and other opportunities present to warrant further review by the Planning Commission and City Council.

COMPREHENSIVE PLAN REVIEW

The subject property is located in the Commerce Center Action Area of the Comprehensive Plan within the northwest quadrant of Olive Boulevard and Lindbergh Boulevard, just north of the Action Area 1.

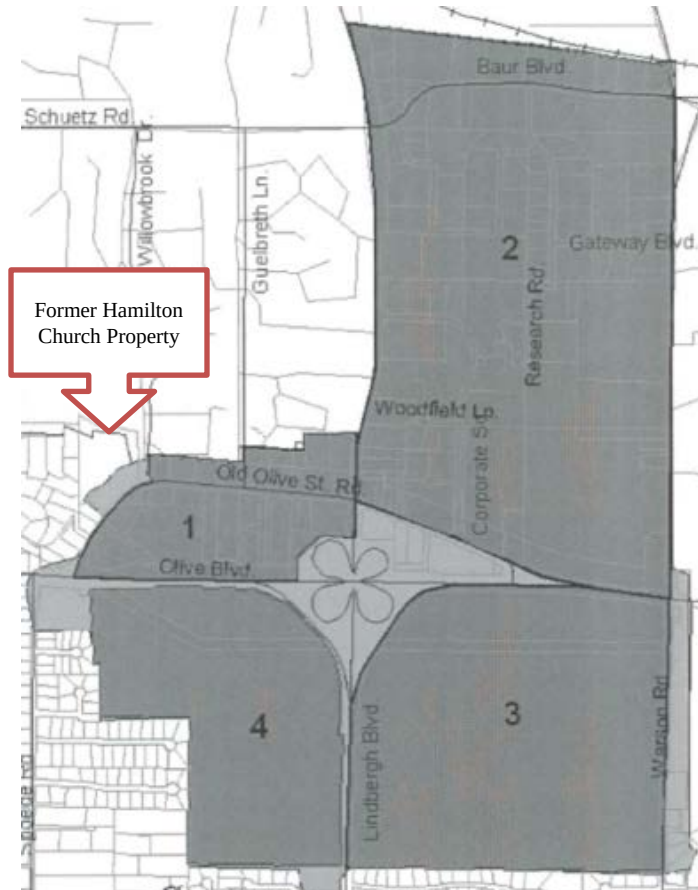


Figure 3: Comprehensive Plan excerpt of the map of the Commerce Center area, with the Key areas designated.

As was discussed in the prior “The Vanguard” project, the Comprehensive Plan does not provide much direction for this area. The vision for the Commerce Center includes capitalizing on the life science and bio-technical industries where retail shops, restaurants, and personal service business, particularly those providing services to the business and workers in the area, will be encouraged to develop in a small-scale, pedestrian-friendly environment within business parks (page 70).

The Residential Preservation and Economic Development Section state:

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.

4. Upgrade the architectural quality of the building stock as businesses expand or redevelop.

Indeed, the Comprehensive Plan recommendation to align new projects and services with the nearby, and growing, research facilities and Olive Boulevard commercial corridor still appears to be the best path. To this end, 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. The localized increase in population would also, presumably, increase the customer base for the proposed and existing commercial and retail developments and could spur on further redevelopment efforts. So, whether looking only at the change to the subject property or the potential off-site benefits it could bring, providing new quality residential units in this area appears to meet with the intent of the Comprehensive Plan.

DESIGN GUIDELINES REVIEW

Structures:

The Design Review Guidelines provide specific direction for the redevelopment of properties including the recommendations for high quality, pedestrian scale and walkable areas, and avoid spatial gaps and interruptions along the “streetscape” caused by parking or other non-pedestrian elements, such as building gaps, driveways, and service entries. Further the Design Guidelines provide specific recommendations for Multi-Family/Attached Residential Developments that encourage developments to respect the scale

and character of any residential neighborhood. And building facades should be articulated by using color, arrangement or change in materials to emphasize the façade elements, with individual dwelling units architecturally expressed. The applicant has submitted plans and sketches depicting the main buildings proposed for this development. The initial elevations indicate the use of corrugated metal panels, which were revised with fiber cement panels that allow for color options between a red/brick tone, blue and orange, and green. The project includes a new separated sidewalk on the property along Old Olive Street Road and within the development, as recommended by in the Pedestrian Plan to create a more pedestrian friendly atmosphere.

Overall, the project meets with all of the Design Guidelines recommendations, and is very similar in design with “The Vanguard” project down the street currently pending before City Council. However, it also recommends that Multi-Family Development shall provide underground parking or parking within a basement garage for at least 50% of the required vehicular parking. The applicant is proposing that 38% of the parking is provided in ground floor garages. Covered parking is an amenity, but too many garages lined in a row create an unpleasant canyon effect in the parking lot. Addressing this issue will involve clustering the buildings, varying the design of the garage buildings and/or mixing more landscape into the garage area. Note that the elevations for the detached garages have not been provided at this time. The Design Guidelines recommend that any accessory buildings or facilities such as ATM’s, trash enclosures, storage and utility buildings are to be designed to directly relate in material, character and detail to the primary building(s) on the site.

Landscape:

The Design Guidelines also provide recommendations on the landscape design:

Chapter 4 / Landscape Design

1. *The City of Creve Coeur strongly encourages high quality landscaping that accentuates the building and site, softens the effects of parking area and enhances the quality of life of the City. All landscape plans should exhibit a clear design concept.*
2. *There should be a consistency of landscape design throughout a development. Different landscape themes may be used to heighten the distinction between spaces, and to strengthen a sense of movement and space, but such themes should be internally consistent*
3. *The design of a landscape plan should aid and direct vehicular and pedestrian circulation and encourage pedestrian interaction.*
6. *Parking areas, traffic-ways and parking structures are to be enhanced with landscaped spaces containing trees, tree groupings, and shrubbery or other landscape enhancements, including berms.*
8. *Landscaped areas are to be maximized and balanced throughout the site. Tree and shrub plantings should be grouped together to create strong accent points with the site plan.*
9. *Landscape plans should incorporate all site elements, such as outdoor lighting, signage, trash receptacles and fencing.*
10. *The scale and nature of landscape materials are to be appropriate to the site and/or the structure. Large-scale landscaping generally should complement large-scale buildings. Landscaping of sites on major streets should include large-scale trees.*

The submitted landscape plan shows that the Applicant will maintain 44% of the tree mass along the north property line to provide significant buffering for the residents to the north and west. Street Trees and landscaping are provided throughout the site, and along Old Olive Street Road. However, the scale and density of the landscaping at the south east and west corners need to be enhanced to focus the sense of arrival and screen the adjacent property to the east and west.

ZONING REVIEW

Section 405-390 describes, in considerable detail, the characteristics that a proposed planned development should have, as well as certain standards of review that must be performed by the Planning Commission. The following table presents the Design Criteria established by Section 405-390.D.2.a, Planned Residential Development (PRD), and assesses the extent to which those items are present in the project:

Design Criteria	Assessment
(1) Adjoining areas should be predominately residential or institutional.	Criterion is met. Single-family and multi-family residences surround the development on the east, west and north property lines, with the general commercial districts located along Old Olive Street Road, and for approximately 25% on the east and west property line.
(2) Housing densities may not exceed 6 units per acre for new single family residential nor 30 units per acre for new multifamily residential. For the purpose of calculating density, acreage shall not include areas located in a 100-year flood plain.	Criterion is met for the multi-family residences at 22.61 units per acre.
(3) Includes dwelling units (all types) subject to height and development and performance standards substantially similar to surrounding residential development. In addition, properties adjacent to any single-family residential development shall meet a sky exposure plane requirement. The sky exposure plane will be measured from a line located thirty-five (35) feet above the property line and will have a slope of thirty degrees (30°) rising towards the center of the site.	Criterion is met. The concept meets or exceeds all setback and buffer standards. The proposed site coverage is 59.6%, where 63% is the standard site coverage requirement for the commercial districts. The sky exposure plane requirement is met along the north were it abuts the single-family residences in St. Louis County
(4) The floor area ratio (FAR) shall not exceed 0.6. However, where a proposed district includes pre-existing buildings that are found to otherwise satisfy the overall purpose and intent of this ordinance, the FAR may be waived so long as the building coverage does not exceed 33% of the site area and the sky exposure plane requirement is met.	Criterion is met, where the proposed FAR is 0.55.
(5) Any tract or site abutting or adjoining a single-family residential development shall provide a buffer yard of twenty-five feet (25') on all sides that abut the single-family development. 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.	Criterion is met. The proposal includes maintaining the existing tree mass along the north property line that will buffer the project by approximately 220 feet at the northwest corner and 46 feet at the north east corner.
(6) No new residential building may be located closer than twenty feet (20') to any property line nor any required buffer yard.	Criterion is met.
(7) No new commercial building may be located closer than 40 feet to any required buffer yard.	Criterion met. The mixed-use building is located along Old Olive Street Road, adjacent to commercial development where no buffer is required.
(8) Balances increased structure densities for the subject property with more cohesive and organized open space.	The proposal places the highest density abutting the commercial corridor and then transitions toward residential, rather quickly, and maybe too quickly, in order to maintain the substantial existing tree mass, which can only be done by moving the density to the center.
(9) Improves on, or provides for, efficient circulation patterns, access controls and screening of parking facilities.	Criterion is partially met. The Applicant is providing for new pedestrian pathways throughout the site as well as along Old Olive Street Road, where currently there are no sidewalks. The control points for the private residences and the public spaces will be with a fence (although not currently shown on the drawings) and gates. The landscaping for the parking areas does need to be more thought out, and the area along Old Olive Street Road needs to be enhanced, as discussed above under the Landscaping Section of the Design Guidelines.
(10) Provides adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, stormwater control, sanitary sewer, and parks and recreation facilities.	Criterion is partially met. The proposal is providing new sidewalk facilities along Old Olive Street Road. Staff recently met with the Applicant and MoDOT, where more elaborate facilities for pedestrians and transit riders were discussed, as well as the pedestrian connections to the Pavilion Shopping Center/Theater. The Applicant seemed willing

	to revise these based on the recommendations from the pending traffic study, and the Planning and Zoning Commission discussion. The project will have to meet with MSD requirements, and are providing an underground stormwater detention facility. Staff is not aware if the Fire District has reviewed the proposal at this time.
(11) Utilizes high-quality architectural design, placement, relationship and orientation of structures.	Criterion is met. The buildings and open spaces, including the sidewalks are well designed and located appropriately, showing a typical hierarchy of spaces and activities from the open public to the semi-private.
(12) Places all utilities serving new projects underground, except where specific allowances and design considerations are provided elsewhere in this section.	Criterion is met.
(13) Provides effective landscaping, or screening in or around the separate developments within the PRD.	The transition from the main residential building and the carriage houses is seems stark, and should include additional landscaping. This may be accomplished in eliminating or reducing one of the buildings., thereby increase the preservation of the tree mass at the northeast corner where the project is closest to the adjoining residential property.
(14) Provides for vehicular mobility in a manner that does not compromise pedestrian safety and mobility.	Criterion is met.
(15) Functionality and aesthetically integrates all proposed stormwater collection basins with the surrounding development through undergrounding or extraordinary design of above ground facilities that is visually commensurate with the surrounding development.	Criterion is met. The Applicant will be meeting with MSD requirements, with underground stormwater detention basin in order to maintain the existing landscape surrounding the property

Having evaluated the specific elements of the project through the preceding table of design criteria, the Planning Commission is required, by Section 405-390.F, Review Criteria, to review the project as a whole against the following:

Review Criteria	Analysis
1. The proposed development is in harmony with the general purpose and intent of this Chapter, and is compatible with and implements the planning goals and objectives of the City including the Comprehensive Plan.	The development is in keeping with the general zoning and design expectations of the Zoning Code and the Comprehensive Plan, which calls for redevelopment of the area.
2. Streets or other means of access to the proposed development are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets.	Staff has had initial scoping meeting with MoDOT and the Applicant's Traffic Engineer. However, the study has not been submitted to the City at the time of drafting this report. Staff recommends that the Commission not make a recommendation on the project until the Traffic Study has been reviewed.
3. The internal circulation system of the proposed development encourages safe movement for vehicles and pedestrians.	Pedestrian connections are provided throughout the site. However, greater connection should be provided from the proposed sidewalk to the mixed-use building and from the circular parking drive area to the building.
4. Existing or proposed utility services are adequate for the proposed development.	All existing utilities are believed to be adequate.
5. Appropriate buffering is provided to protect adjacent land uses from light, noise and visual impacts.	Substantial buffers are provided and the applicant has met with adjacent property owners in an effort to address their individual concerns. The lighting plan indicates a small amount of light spillage of less than one candle foot along Old Olive Street Road, except for the 1.3 reading adjacent to the Waterway Car Wash. Specific lighting cut-sheets have not been provided, however all lighting shall be down cast and fully shielded per Section 405.680, to meet the existing requirement that no light shine directly off the property. However, the site is currently vacant and has always been extremely low intensity in

	use. As a result, any new activity will likely be perceived by neighboring properties, especially those in Willowbrook Subdivision and Briarcliff Condominium Subdivision who are closest the proposed development. The main residential building and 5-story mixed-use building will have a greater visual impact in the area over the existing conditions.
6. Architecture and building materials are consistent with the character of the proposed development and compatible with areas of the City proximate thereto.	All of the architecture is well-suited to the purpose and location of the development, but could be further refined to distinguish it from The Vanguard project down the road. Further, the elevations of the accessory structures need to be provided, and, as discussed earlier, the parking garages should avoid creating the canyon effect in the parking lot, by clustering the buildings, varying the design of the garage buildings and/or mixing more landscape into the garage area.
7. Landscaping is appropriate for the scale of development and consistent with any applicable City codes, ordinances and standards.	The landscaping plan should be revised to address the concerns already discussed. Section 405.540: Landscaping requires that a minimum of 10 sq. ft. of interior landscaped area shall be provided within the parking lot for each three 350 sq. ft. of paved area within the parking lot including parking spaces and driving aisles. The Applicant has indicated that the total parking and drive lane area is 141,506 sq. ft. Required Landscaping is 4,043 sq. ft. and the proposed landscaping provides 23,349 sq. ft. Further the Section provides that there shall be a minimum of two deciduous shade trees, within and up to, every 100 linear feet of parking for each parking row. It appears that the trees within the parking areas do, in some cases, exceed 100 feet.
8 The proposed development preserves any significant architectural and environmental features of the property.	The only significant features that warrant protection on site are the stands of existing trees along the north and west, and these will be largely preserved.
9. Operating and delivery hours are compatible with adjacent land uses.	As the majority of the uses are residential, they are “operating” 24 hours per day, every day. However, as with most residences, activity is minimal at night when it is of greatest concern to adjacent subdivisions. Also, the proposed zoning is residential, so quiet hours for trash pick-up and construction activities must be observed as with any residential area. The commercial component is limited to along Old Olive Street Road and closest to the adjacent commercial uses in the area.
10. The proposed uses are compatible with the area surrounding the proposed development and will not have a material net cumulative adverse impact on the surrounding area or the City as a whole.	The project meets with the intent of the Comprehensive Plan and protects the adjoining residences from greater commercial uses in the area. Staff does not anticipate an adverse impact on the surrounding area. However, the Traffic Study has not been completed and any recommendations regarding traffic impact will need to be reviewed.
11. The proposed development complies with all other applicable codes and ordinances.	To the extent known at this level of design development, staff believes all other codes and ordinances have been addressed, however, the lighting plan should be revised meet with Section 405.680, and the Landscape Plan should be revised to meet with Section 405.540, as well as address the comments under the Design Guidelines.
12. The layout of structures and spaces adequately takes into account the potential for future subdivision of the development.	The proposed layout leaves little opportunity for future subdivision or reallocation of uses. Any expansion would have to involve vertical increase in the buildings or loss of greenspace. In any event, the planned development cannot be modified without repeating the approval procedure, including the public hearing and passage of an ordinance.
13. There is a demonstrated level of the public benefit to the City derived from the proposed development, per Section 405-390.B.	As discussed earlier, it is the Applicant’s contention that public benefits are derived from the adaptive use of this property consistent with the Comprehensive Plan, the pedestrian connections along Old Olive Street Road will be improved, the large amount of existing tree mass will be maintained, and the residential character of the area will be largely maintained, even though a large portion of the site is already zoned for commercial use.

	Further, providing more elaborate facilities for pedestrian and transit riders, as well as the appropriate level of connection to the Pavilion Shopping Center/Theater are also under consideration. The question before the Commission is whether or not this particular project with the stated benefits is so beneficial to the community that special zoning approval is warranted. The Planned Zoning Districts were created truly difficult zoning scenarios and to give the City a means to allow projects not previously anticipated but with clear advantages if it is allowed.
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SUMMARY AND RECOMMENDATION

The proposal represents a substantial change for this site. As reviewed above, there are many facets to consider since a whole new zoning district is created that is unique to this project. The majority of the design facets have been effectively addressed by the applicant. Some issues, such as the lighting, arrangement and design of the parking garages, and landscaping should be revised. Staff recommends that the Commission hear from residents at the public hearing, provide direction on the appropriateness of the development for the zoning, overall compatibility of the project with the surrounding land uses, and identify areas for further staff analysis or for applicant adjustments to the proposal. Further, no decision should be made until the traffic study has been submitted and review, as it may also provide direction on the level of pedestrian and transit improvements needed. Therefore, Staff request that following presentations and disussion, the Planning and Zoning Commission vote to continue the matter to a subsequent date of the Commission's choosing.

SUGGESTED ACTION

If the Planning and Zoning Commission agrees that a recommendation should be held until a subsequent meeting, the following is an example motion for a continuance:

"I move to continue application #13-042, the rezoning and site development plan for Terra West Planned Residential Development to November 4, 2013, to allow for resolution of issues, review of the traffic study, and preparation of a draft PRD ordinance."

Note that the Commission may substitute a different meeting date as they deem necessary.

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.

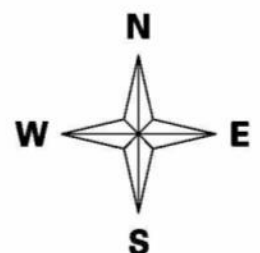
APPENDIX 3: AERIAL MAP



Property lines



10545 Old Olive Street Road
Formerly Hamilton Christian Church



APPENDIX 4: SITE PHOTOGRAPHS	Photo Date:10/02/2013
 A photograph showing a view looking southwest along Old Olive Street Road. The road is a two-lane asphalt road with a yellow center line. On the left side of the road, there is a brick building and some trees. On the right side, there is a grassy area with a yellow and black striped signpost. In the background, there are more trees and a cloudy sky.	Description: View looking southwest along Old Olive Street Road from the entrance of the church property.
 A photograph showing a view looking east along Old Olive Street Road. The road is a two-lane asphalt road with a yellow center line. On the left side of the road, there is a parking lot with several cars. On the right side, there is a grassy area with a black street lamp. In the background, there are more trees and a cloudy sky.	Description: View looking east along Old Olive Street Road from the entrance of the church property.
 A photograph showing a view looking north at the existing tree mass from the existing church parking lot. The parking lot is a paved area with white lines. In the background, there is a dense mass of trees and a cloudy sky.	Description: View looking north at the existing tree mass from the existing church parking lot.

	Description: View looking west from the northeast corner of the parking lot.
	Description: View looking west from closer into the north parking lot. Note the roofline of the closest resident.
	Description: View of the existing church building from across Old Olive Street Road.

Terra West Apartments

A TRACT OF LAND BEING A PART OF SHARE A OF GUELBRETH'S SUBDIVISION SITUATED IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, AND THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 5 EAST, BEING IN THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

Site Development Plan

GENERAL NOTES:

- THIS SITE IS IN THE FOLLOWING DISTRICTS:
METROPOLITAN ST. LOUIS SEWER DISTRICT
CREVE COEUR FIRE PROTECTION DISTRICT
LADUE SCHOOL DISTRICT
- THIS SITE IS IN THE FOLLOWING UTILITY SERVICE AREAS:
MISSOURI AMERICAN WATER COMPANY
AMEREN UE
AT&T
LACLEDE GAS COMPANY
CHARTER COMMUNICATIONS
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO CITY OF CREVE COEUR STANDARDS.
- SANITARY SEWER CONSTRUCTION AND CONNECTIONS SHALL BE AS APPROVED BY THE METROPOLITAN ST. LOUIS SEWER DISTRICT AND IN ACCORDANCE WITH THE STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES, 2009.
- STORM WATER SYSTEMS SHALL BE DESIGNED PURSUANT TO CITY OF CREVE COEUR AND METROPOLITAN ST. LOUIS SEWER DISTRICT REQUIREMENTS AND SHALL DISCHARGE AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE NATURAL DISCHARGE POINTS.
- THE LOCATION OF STORM AND SANITARY SEWER IMPROVEMENTS ARE APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE DETERMINED BY FIELD CONDITIONS AND SHALL BE INDICATED ON THE IMPROVEMENT PLANS.
- ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH CITY OF CREVE COEUR AND METROPOLITAN ST. LOUIS SEWER DISTRICT STANDARDS.
- SOURCE OF TOPOGRAPHY - M.S.D. ORTHO TOPO.
- LANDSCAPING AND SITE LIGHTING SHALL BE PER CITY OF CREVE COEUR STANDARDS.
- NO SLOPES SHALL EXCEED 3 (horizontal) TO 1 (vertical) UNLESS JUSTIFIED BY GEOTECHNICAL REPORT WHICH HAS BEEN ACCEPTED/APPROVED BY CITY OF CREVE COEUR.
- ALL SIDEWALKS SHALL BE CONSTRUCTED TO CITY OF CREVE COEUR AND ADA STANDARDS.
- OWNER UNDER CONTRACT:
TERRA WEST APARTMENTS
5091 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
- CURRENT OWNER: HAMILTON CHRISTIAN CHURCH
10545 OLD OLIVE STREET ROAD
CREVE COEUR, MO 63141

DEVELOPMENT NOTES:

LOCATOR NUMBER(S): 16N320012, 17M430366

EXISTING ZONING: "GC" GENERAL COMMERCIAL / RESIDENTIAL

PROPOSED ZONING: "PRD" PLANNED RESIDENTIAL

PROPOSED USES: MULTI-FAMILY RESIDENTIAL
RETAIL COMMERCIAL

GROSS AREA OF SITE: 8.05 ACRES

TOTAL FLOOR AREA: 194,805 SQ.FT. (4.46 AC.)

FAR: 0.55

TOTAL IMPERVIOUS AREA: 4.90 ACRES

SITE COVERAGE: 59.6 %

PROPOSED RESIDENTIAL: 182 UNITS (INCLUDING 10 CARRIAGE HOUSE UNITS)

PROPOSED RETAIL: 4,600 SQ.FT.

PARKING REQUIRED:

RESIDENTIAL -

1-50 UNITS ~ 2 SPACES/UNIT

51-100 UNITS ~ 1.75 SPACES/UNIT

101+ UNITS ~ 1.5 SPACES/UNIT

TOTAL REQUIRED = 311 SPACES

RETAIL -

4 SPACES PER 1,000 S.F. FLOOR AREA

4,600 S.F. / 1,000 S.F. * 4

TOTAL REQUIRED = 18 SPACES

TOTAL PARKING REQUIRED = 330 SPACES

PARKING PROVIDED -

ATTACHED GARAGE PARKING 30

DETACHED GARAGE PARKING 56

TUCK UNDER PARKING 9

CARRIAGE HOUSE PARKING 30

OPEN PARKING 205

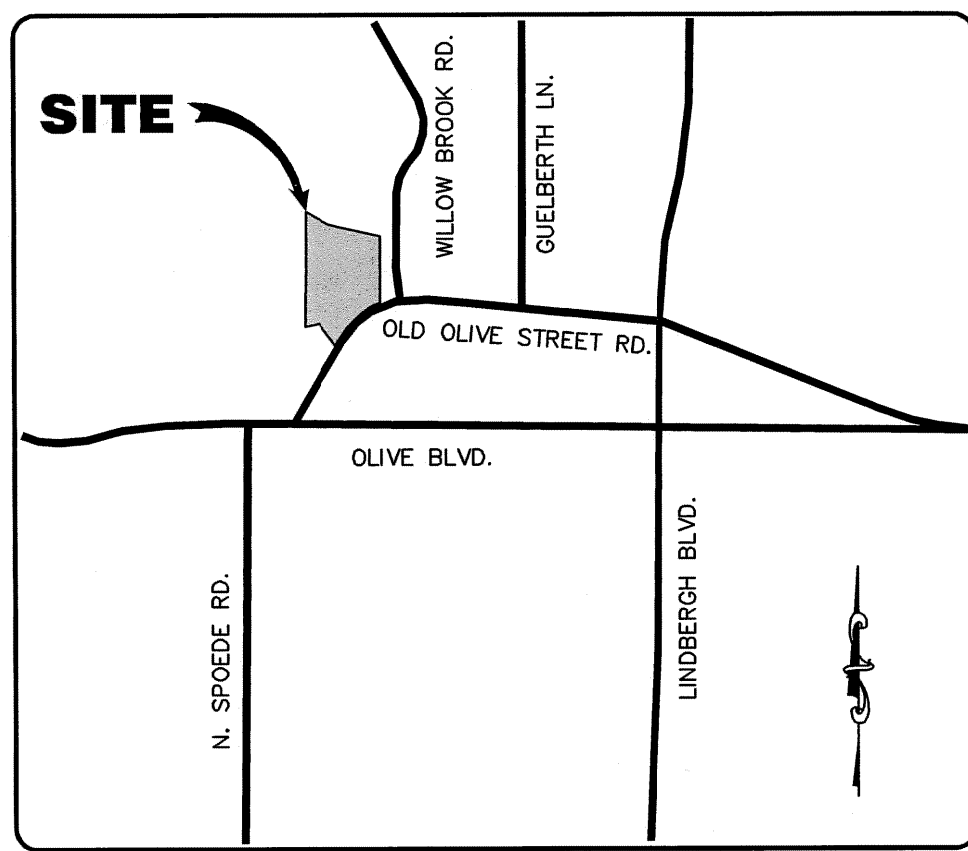
TOTAL PARKING PROVIDED = 330

TREE PRESERVATION CALCULATIONS:

TOTAL EX. TREES = 3.64 ACRES

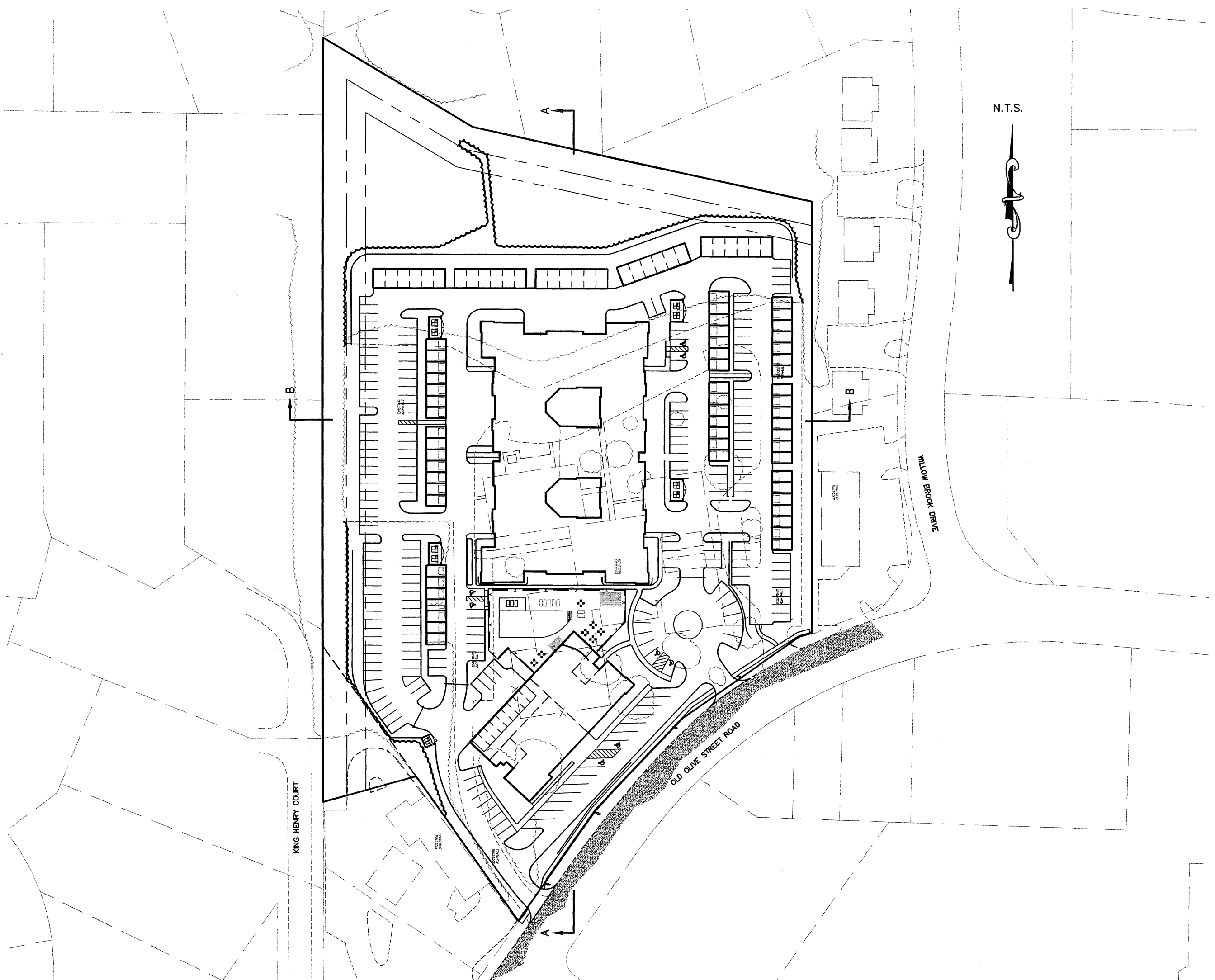
TOTAL EX. TREES TO BE REMOVED = 2.04 ACRES (56%)

TOTAL EX. TREES TO BE PRESERVED = 1.60 ACRES (44%)



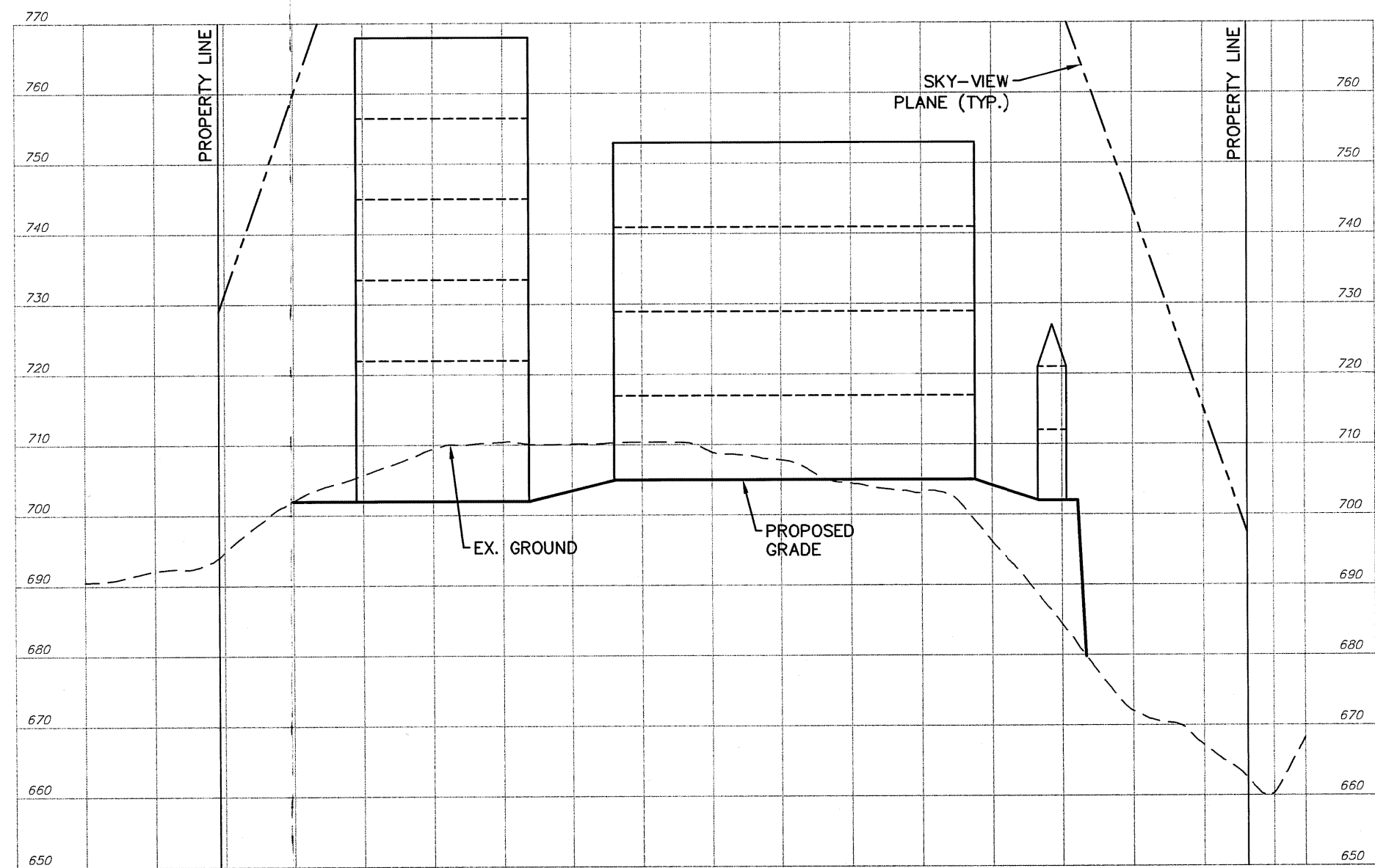
LEGEND

EXISTING	PROPOSED
542	(542)
CONTOURS	CONTOURS
SPOT ELEVATIONS	SPOT ELEVATIONS
CENTER LINE	CENTER LINE
BUILDINGS, ETC.	BUILDINGS, ETC.
TREE LINE	TREE LINE
FENCE	FENCE
SILTATION CONTROL FENCE	SILTATION CONTROL FENCE
STORM SEWERS	STORM SEWERS
SANITARY SEWERS	SANITARY SEWERS
CATCH BASIN	CATCH BASIN
AREA INLET	AREA INLET
GRADED INLET	GRADED INLET
DOUBLE CURB INLET	DOUBLE CURB INLET
STORM MANHOLE	STORM MANHOLE
SANITARY MANHOLE	SANITARY MANHOLE
FLARED END SECTION	FLARED END SECTION
CLEANOUT	CLEANOUT
LATERAL CONNECTION	LATERAL CONNECTION
UTILITY OR POWER POLE	UTILITY OR POWER POLE
FIRE HYDRANT	FIRE HYDRANT
TEST HOLE	TEST HOLE
PAVEMENT	PAVEMENT
GAS MAIN & SIZE	GAS MAIN & SIZE
WATER MAIN & SIZE	WATER MAIN & SIZE
TELEPHONE	TELEPHONE
ELECTRIC (U) UNDERGROUND	ELECTRIC (U) UNDERGROUND
ELECTRIC (O) OVERHEAD	ELECTRIC (O) OVERHEAD
FIBER OPTIC	FIBER OPTIC
FLOW LINE	FLOW LINE
TO BE REMOVED	TO BE REMOVED
TO BE REMOVED & RELOCATED/REPLACED	TO BE REMOVED & RELOCATED/REPLACED
TOP OF CURB	TOP OF CURB
SWALE	SWALE
LIGHT STANDARD	LIGHT STANDARD
STREET SIGN	STREET SIGN
PARKING STALLS	PARKING STALLS
YARD LIGHT	YARD LIGHT

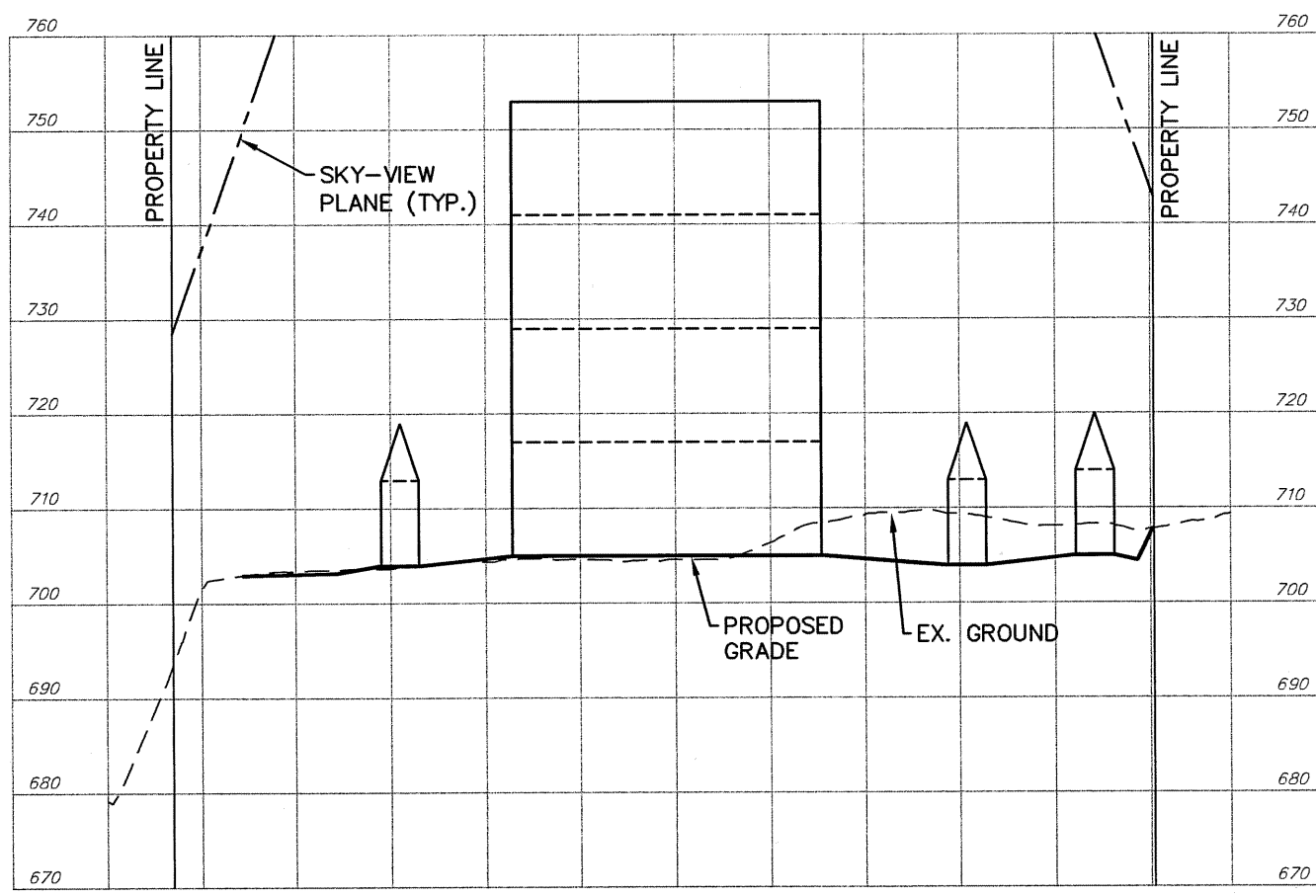


INDEX OF SHEETS

- | | |
|-----|-----------------------|
| 1.1 | COVER SHEET |
| 2.1 | SITE DEVELOPMENT PLAN |
| 3.1 | TREE PRESEVATION PLAN |



SECTION "A"
HORIZONTAL SCALE: 1"=100'
VERTICAL SCALE: 1"=20'



SECTION "B"
HORIZONTAL SCALE: 1"=100'
VERTICAL SCALE: 1"=20'

FLOOD NOTE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP OF ST. LOUIS COUNTY, MISSOURI AND UNINCORPORATED AREAS (COMMUNITY PANEL NUMBER 28188C0166 H DATED AUGUST 2, 1995), THIS PROPERTY LIES OUTSIDE THE FLOOD HAZARD AREA.

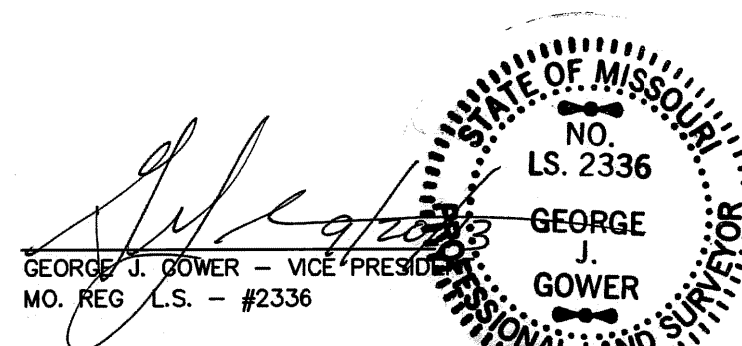
PROPERTY DESCRIPTION

A TRACT OF LAND BEING A PART OF SHARE A OF GUELBRETH'S SUBDIVISION SITUATED IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, AND THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 5 EAST, BEING IN THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE COMMON LINE BETWEEN SECTIONS 35 AND 36 OF TOWNSHIP 46 NORTH, RANGE 5 EAST, SAID POINT BEING DISTANT NORTH 00°20'15" EAST 62.86 FEET FROM A CONCRETE MONUMENT FOUND FOR THE COMMON SOUTH CORNER OF SAID SECTIONS AND THE SOUTHEAST CORNER OF LOT 212 OF WILLOW BROOK SECTION 7 AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 103 PAGE 44 OF THE ST. LOUIS COUNTY RECORDS; SAID BEGINNING POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 5 OF WILLOW BROOK SECTION 3 AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK 82 PAGE 50 OF THE ST. LOUIS COUNTY RECORDS; THENCE DEPARTING THE SAID SECTION LINE WITH THE SOUTH LINE OF SAID WILLOW BROOK SECTION 3, SOUTH 88°31'07" EAST 184.52 FEET AND SOUTH 77°23'25" EAST 367.27 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND AND BEING A CORNER OF WILLOW BROOK CONDOMINIUM AS RECORDED IN PLAT BOOK 187 PAGE 8 OF THE ST. LOUIS COUNTY RECORDS; THENCE, SOUTHERLY, WITH THE WEST LINE OF SAID WILLOW BROOK CONDOMINIUM AND THE WEST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO WILLOW BROOK MEDICAL BUILDING, LLC RECORDED IN DEED BOOK 12955 PAGE 639 OF THE ST. LOUIS COUNTY RECORDS, SOUTH 00°21'30" WEST 457.75 FEET TO A POINT ON THE NORTHWEST LINE OF OLD OLIVE STREET ROAD, 60 FEET WIDE, THENCE WITH THE NORTHWEST LINE OF SAID OLD OLIVE STREET ROAD, BEING 30' NORTHWEST AND PARALLEL TO THE CENTERLINE THEREOF, THE FOLLOWING COURSES AND DISTANCES: SOUTH 55°12'06" WEST 150.86 FEET, SOUTH 43°42'06" WEST 134.41 TO A FOUND IRON ROD, AND SOUTH 35°16'06" WEST 143.32 FEET TO THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE, DEPARTING SAID OLD OLIVE STREET ROAD WITH THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO WILLOW BROOK MEDICAL BUILDING, LLC RECORDED IN DEED BOOK 18033 PAGE 483 OF THE ST. LOUIS COUNTY RECORDS, NORTH 35°00'06" WEST 187.50 FEET TO AN ANGLE POINT AND SOUTH 74°43'51" WEST 101.39 FEET TO A POINT ON THE EAST LINE OF BRIARCLIFF CONDOMINIUMS; THENCE WITH THE EAST LINE OF SAID BRIARCLIFF CONDOMINIUMS, BEING ALSO THE EAST LINE OF LOT 5 OF THE SUBDIVISION OF THE M.B. O'REILLY FARM RECORDED IN PLAT BOOK 9 PAGE 19 OF THE ST. LOUIS COUNTY RECORDS, NORTH 00°20'15" EAST 810.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.05 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY THE STERLING COMPANY DURING THE MONTH OF SEPTEMBER, 2013 UNDER ORDER NUMBER 12-11-314.

SURVEYOR CERTIFICATION:

THIS IS TO CERTIFY THAT WE HAVE, DURING THE MONTH OF SEPTEMBER 2013, AT THE REQUEST OF TERRA WEST, LLC, PREPARED A SITE DEVELOPMENT PLAN OF "TERRA WEST APARTMENTS", A TRACT OF LAND BEING A PART OF SHARE A OF GUELBRETH'S SUBDIVISION SITUATED IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 NORTH, RANGE 5 EAST, AND THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 46 NORTH, RANGE 5 EAST, BEING IN THE CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI. THIS PLAN IS NOT A SURVEY AND DOES NOT MEET THE "MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (10 CSR 30-2 AND 4 CSR 30-16 EFFECTIVE DATE DECEMBER 30, 1994). THE STERLING COMPANY



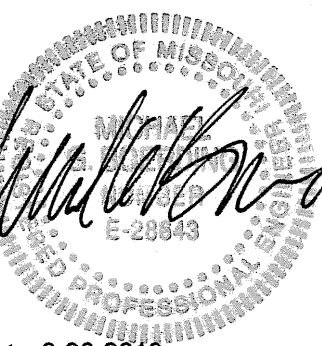
ISSUE REMARKS/DATE
1 12-20-2013, SUBMITTAL TO CITY OF CREVE COEUR

Terra West, LLC
5091 Baumgartner Road
St. Louis, Missouri 63129
Ph: (314) 487-9400
TX: (314) 487-9718

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph: 314-487-0440 Fax: 314-487-8644
Corporate Certificate of Authority #001348

Terra West Apartments
Creve Coeur, Missouri
COVER SHEET

The Professional Engineer's seal and signature must be on this sheet. The seal must be in the bottom right corner and must be legible. The seal and signature must be countersigned by the engineer and the engineer's company.



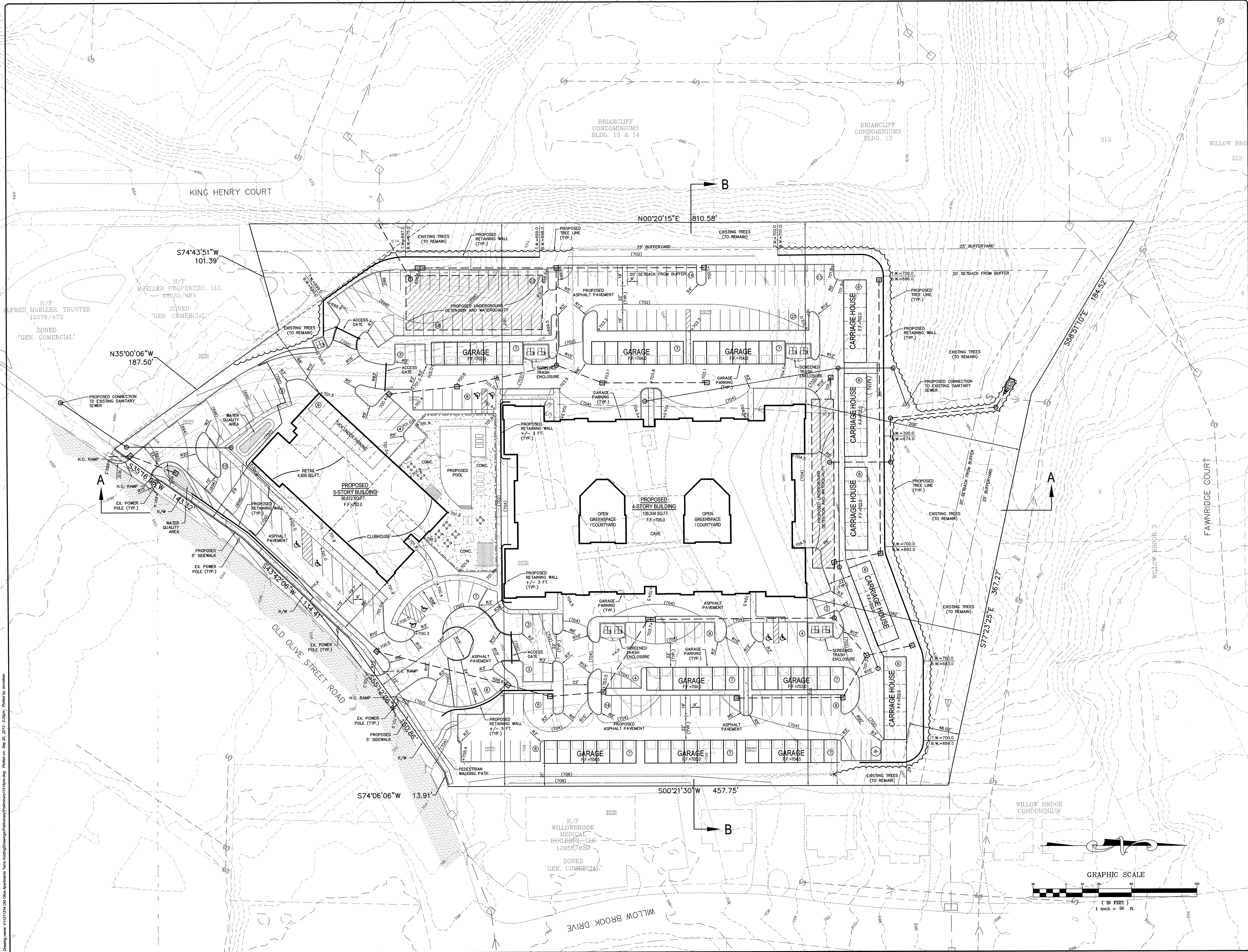
Date: 8-20-2013
MICHAEL G. BOERDING
License No. E-28643
Civil Engineer

Job Number
12-11-314

Date
Sept. 20, 2013

Designed: Sheet
Drawn: 1.1
Checked: PRE

Drawing name: \\1121314 Old Olive Apartments\Terra Holdings\Drawings\Primary\1121314.dwg Plotted on: Sep 20, 2013 2:29pm Plotted by: stovess



ISSUE	REMARKS	DATE
1	0-20-2013, SUBMITTAL TO CITY OF CREVE COEUR	

Terra West, LLC
5091 Baumgartner Road
St. Louis, Missouri 63129
Ph. (314) 487-9400
FX. (314) 487-5718

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0444 Fax 314-487-8644
Corporate Certificate of Authority #001348

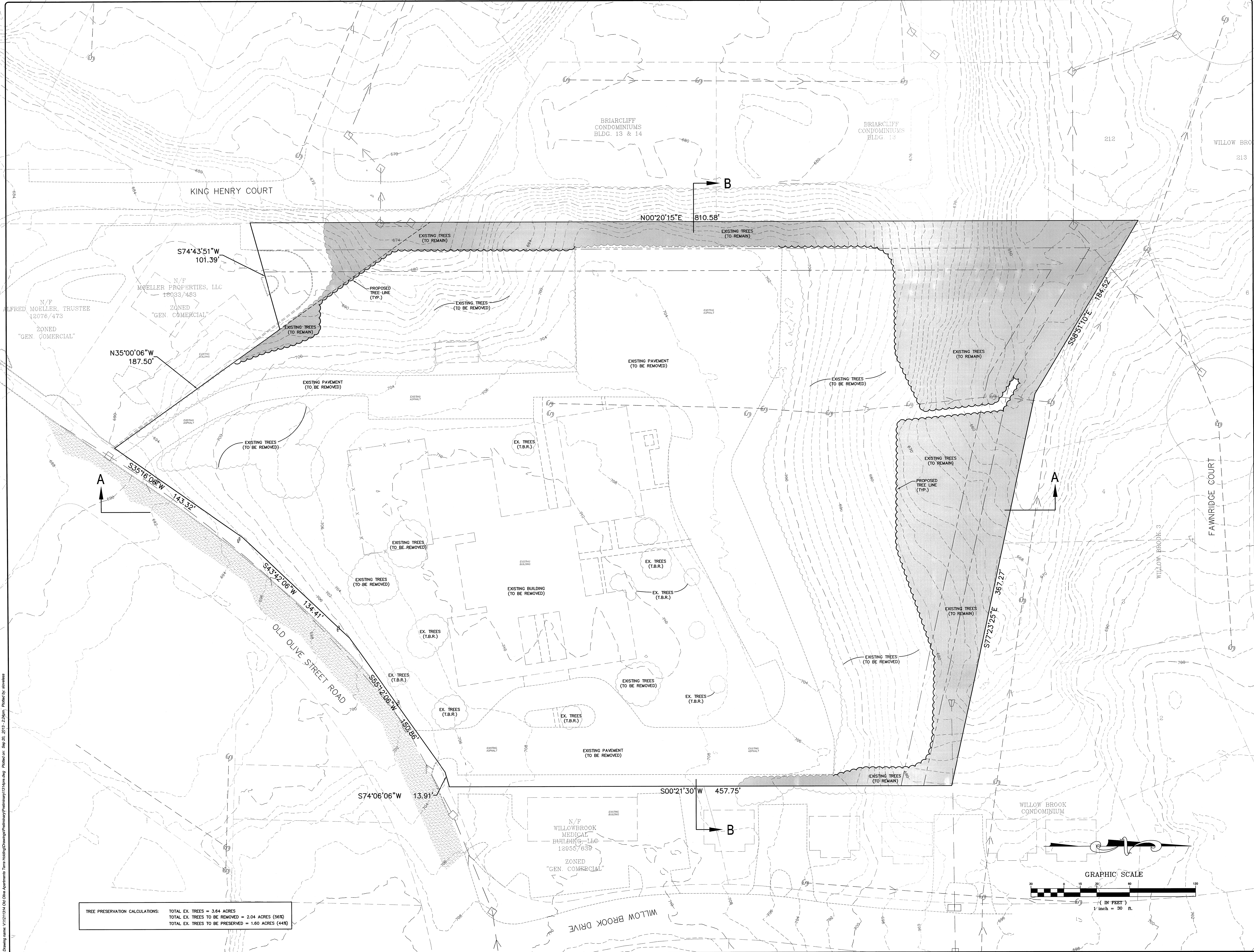
Terra West Apartments
Creve Coeur, Missouri
SITE DEVELOPMENT PLAN

The Professional Engineer's seal and signature affirm that the work herein complies with the requirements of the Missouri State Board of Professional Engineers and Surveyors. The use of the signature and seal for the completion of this project is the responsibility of the engineer and the engineer is not responsible for the work of any other person or entity who may be involved in the project.

Michael G. Boerding
Date: 9-20-2013
MICHAEL G. BOERDING
License No. E-28643
Civil Engineer

Job Number	12-11-314
Date	Sept. 20, 2013
Designed	Sheet
Drawn	2.1
Checked	PRE

Drawing name: V1212194 Old Olive Apartments Terra Holdings\Drawings\Primary\131\Tree.dwg Plotted on: Sep 20, 2013 1:25pm Plotted by: shawless



TREE PRESERVATION CALCULATIONS:	TOTAL EX. TREES = 3.64 ACRES
	TOTAL EX. TREES TO BE REMOVED = 2.04 ACRES (56%)
	TOTAL EX. TREES TO BE PRESERVED = 1.60 ACRES (44%)

ISSUE	REMARKS/DATE	1	9-20-2013, SUBMITTAL TO CITY OF CREVE COEUR
		2	

Terra West, LLC
5091 Baumgartner Road
St. Louis, Missouri 63129
Ph: (314) 487-9400
Fax: (314) 487-6716

THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph: 314-487-3644
www.sterling-eng-sur.com
Corporate Certificate of Authority #001348

Terra West Apartments
Creve Coeur, Missouri
TREE PRESERVATION PLAN

The Professional Engineer's seal and signature are required for this drawing. All drawings, specifications or other documents are submitted by the engineer, and the engineer is responsible for their accuracy and completeness. The engineer is not responsible for the accuracy or completeness of any data or information provided by others. The engineer is not responsible for the accuracy or completeness of any data or information provided by others.

Michael G. Boerding
Date: 9-20-2013
License No. E-28643
Civil Engineer

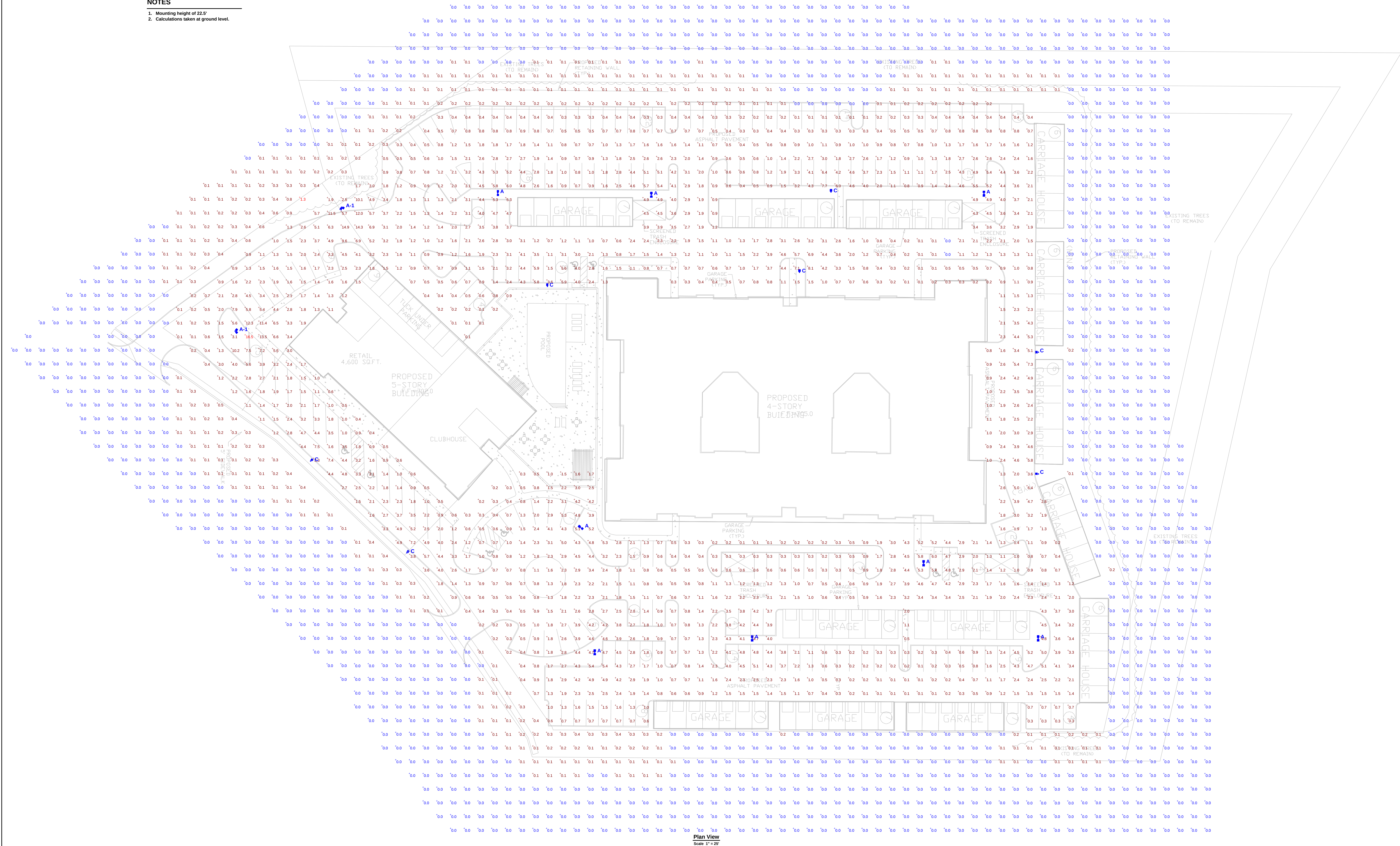
Job Number: 12-11-314
Date: Sept. 20, 2013
Designed: Sheet 3.1
Checked: PRE

STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking Lot	+	1.9 fc	16.5 fc	0.0 fc	N / A	N / A
Property Zone	+	0.0 fc	1.3 fc	0.0 fc	N / A	N / A

LUMINAIRE SCHEDULE									
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	B	0	XGB3-FT-LED-128-450-CW-UE	XGB3		XGB3-FT-LED-128-450-CW-UE	Absolute	0.95	190
	C	7	XGB3-3-LED-128-450-CW-UE			XGB3-3-LED-128-450-CW-UE	Absolute	0.95	186
	A-1	2	XGB3-FT-LED-128-450-CW-UE	XGB3		XGB3-FT-LED-128-450-CW-UE	Absolute	0.95	380

NOTES

1. Mounting height of 22.5'
2. Calculations taken at ground level.

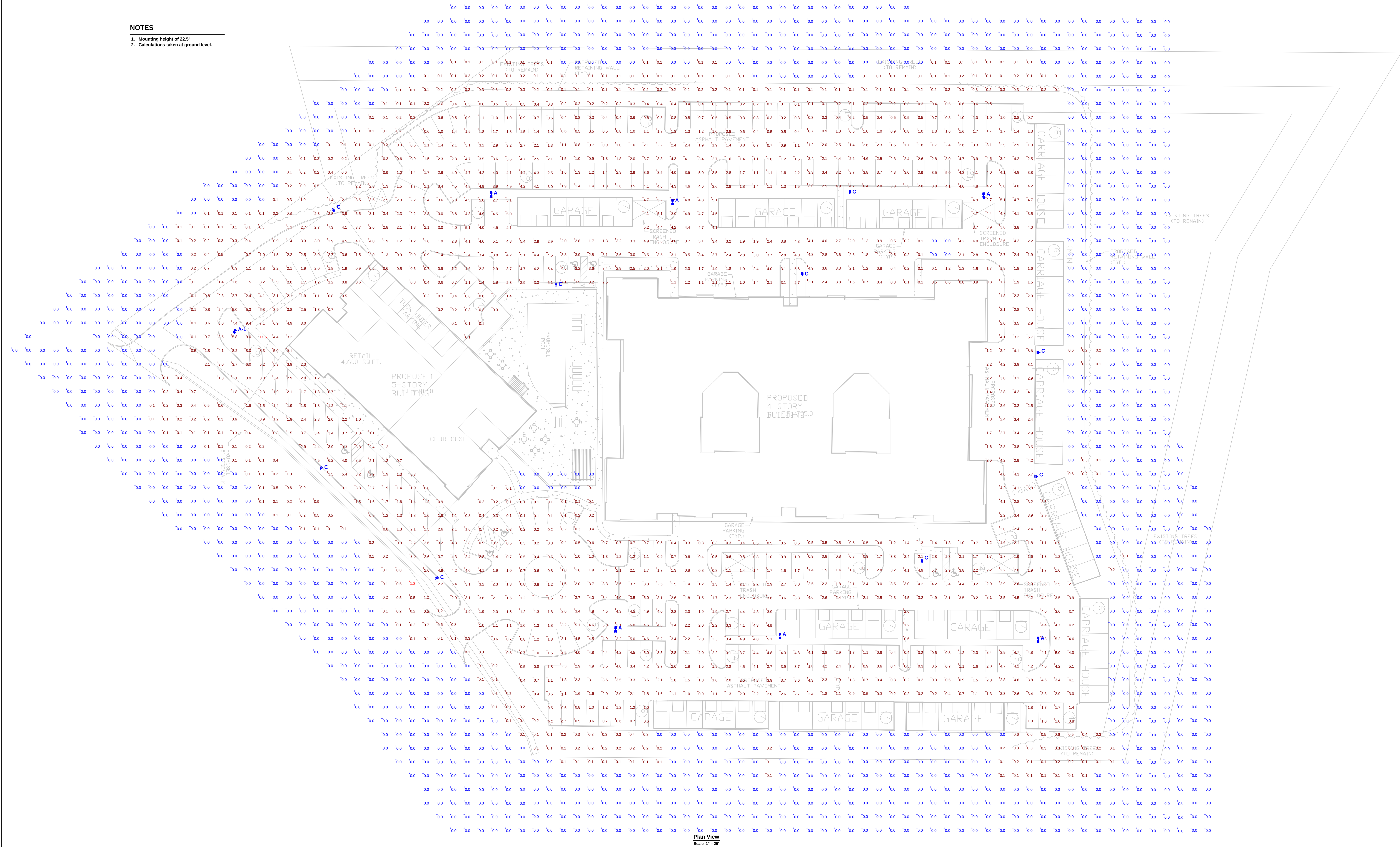


STATISTICS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Parking Lot	+	2.3 fc	11.5 fc	0.0 fc	N / A	N / A
Property Line	+	0.0 fc	1.3 fc	0.0 fc	N / A	N / A

LUMINAIRE SCHEDULE								
Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF
	C	9	GFM-3-400-PSMVR-F	GREENBRIAR	1- 400W PSMVR CLEAR BU	GFM-3-400-PSMVR-F.ies	44000	0.75
	A	6	GFM-5-400-PSMVR-F	GREENBRIAR	1- 400W PSMVR CLEAR BU	GFM-5-400-PSMVR-F.ies	44000	0.75
	A-1	1	GFM-FP-400-PSMVR-F	GREENBRIAR	1- 400W PSMVR CLEAR BU	GFM-FP-400-PSMVR-F.ies	44000	0.75

NOTES

1. Mounting height of 22.5'
2. Calculations taken at ground level.



Terra West Apartments

MH Layout

Designer

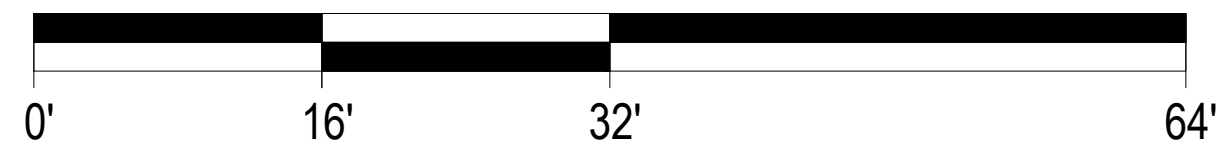
Date
Sep 19 2013

Scale

Drawing No.



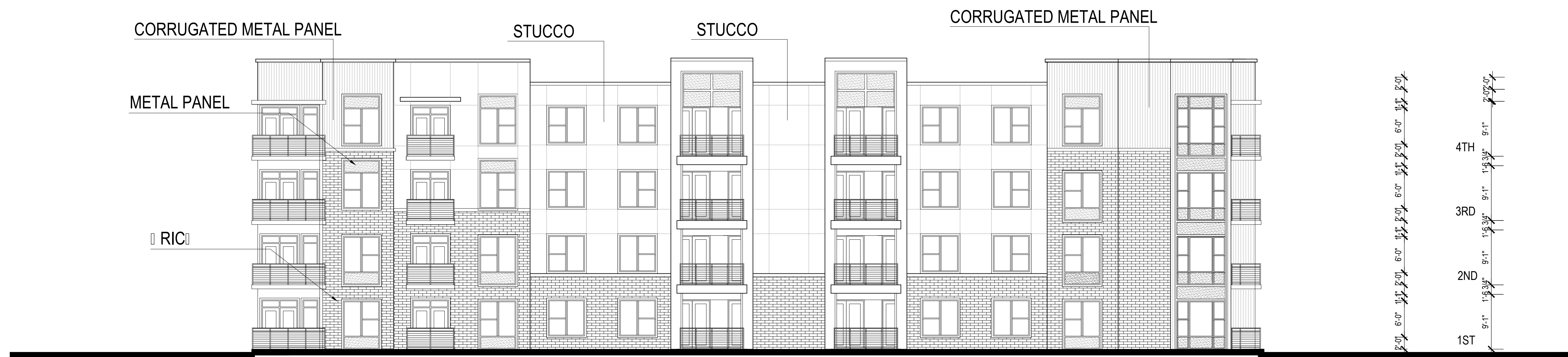
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BUILDING 1 EAST ELEVATION

A420





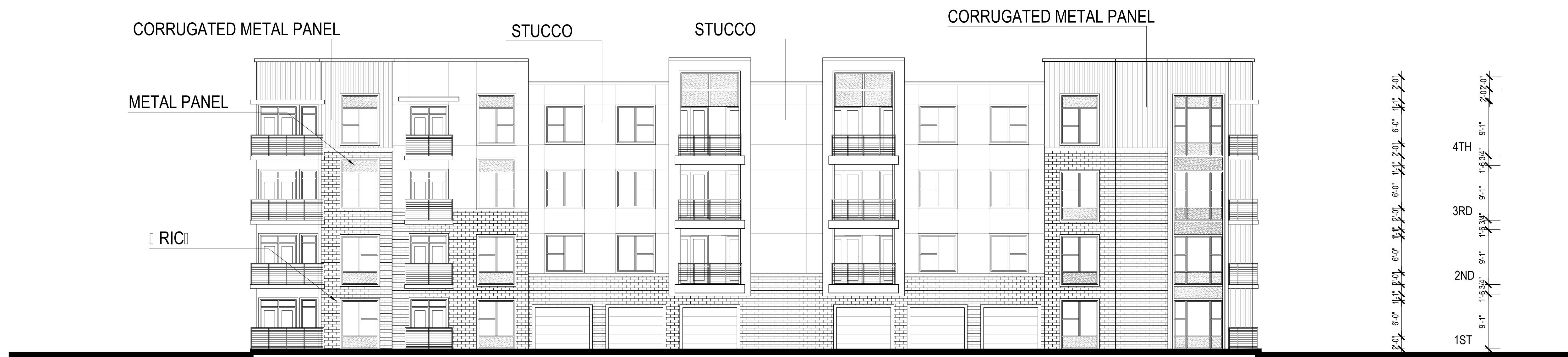
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0' 10' 20' 40'

BUILDING 1 SOUTH ELEVATION

A422





UILDING 1 NORTH ELEVATION

SCALE: 1" = 10' (24"x36" SHEET)

0' 10' 20' 40'

A421





SCHEME 1 CHARACTER ELEVATION

OLD OLIVE STREET
TERRA HOLDING
CREVE COEUR, MO

09/18/2013

HPA#13111



HUMPHREYS & PARTNERS ARCHITECTS L.P.

5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639
www.humphreys.com marketing@humphreys.com
DALLAS CHARLOTTE IRVINE LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX



SCHEME 2 CHARACTER ELEVATION

OLD OLIVE STREET
TERRA HOLDING
CREVE COEUR, MO

09/18/2013

HPA#13111



HUMPHREYS & PARTNERS ARCHITECTS L.P.

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DALLAS CHARLOTTE IRVINE LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX



SCHEME 3 CHARACTER ELEVATION

OLD OLIVE STREET
TERRA HOLDING
CREVE COEUR, MO

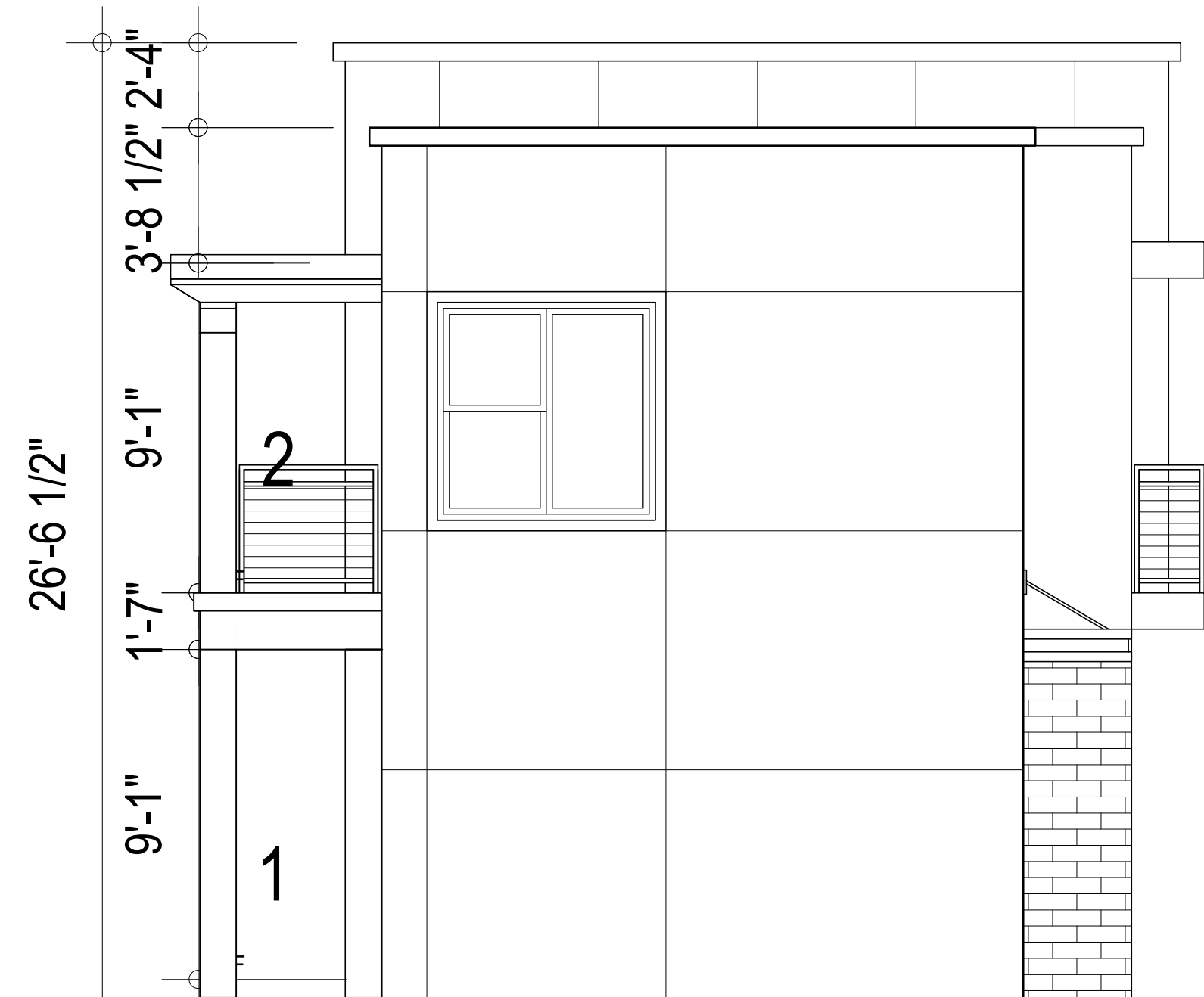
09/18/2013

HPA#13111



HUMPHREYS & PARTNERS ARCHITECTS L.P.

5339 Alpha Road, Suite 300 Dallas, TX 75240 (972) 701-9636 (972) 701-9639
www.humphreys.com marketing@humphreys.com
DALLAS CHARLOTTE IRVINE LAS VEGAS NEW ORLEANS NORFOLK ORLANDO PHOENIX



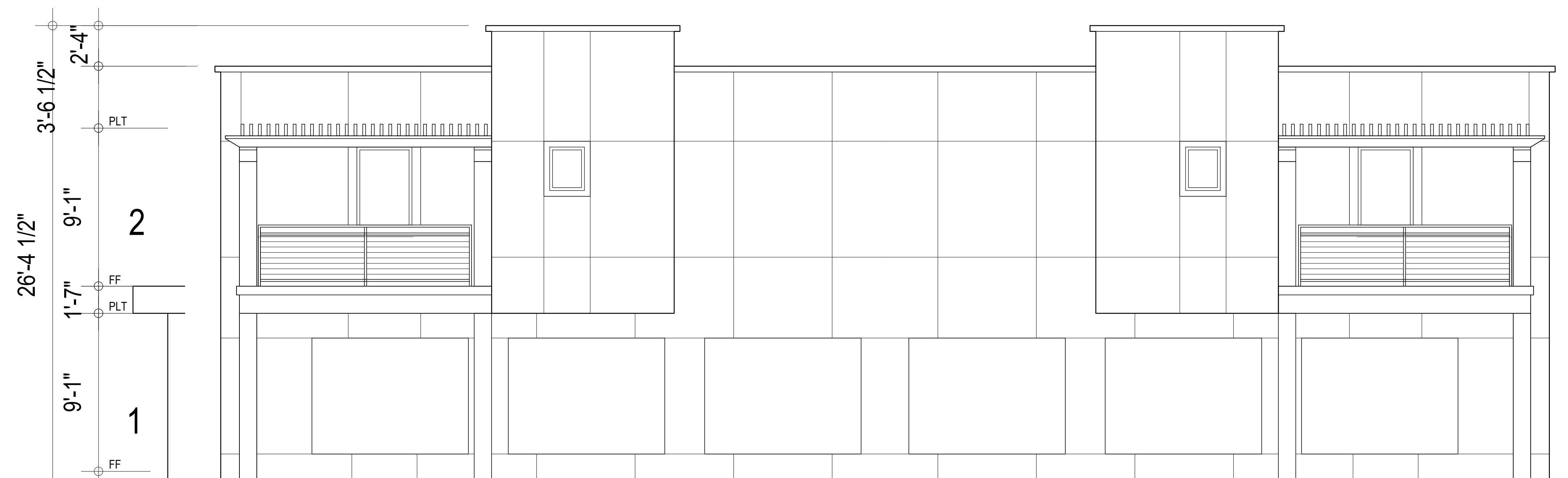
CARRIAGE HOUSE - LEFT ELEVATION
 SCALE: 1/4" = 1'-0" (24"x36" SHEET)



CARRIAGE HOUSE - FRONT ELEVATION
 SCALE: 1/4" = 1'-0" (24"x36" SHEET)

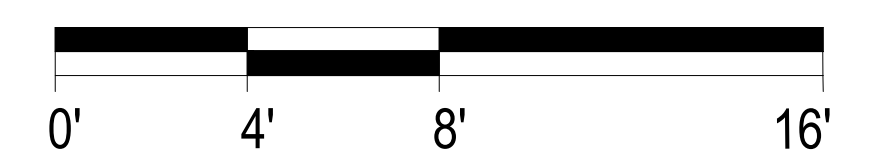


CARRIAGE HOUSE - RIGHT ELEVATION
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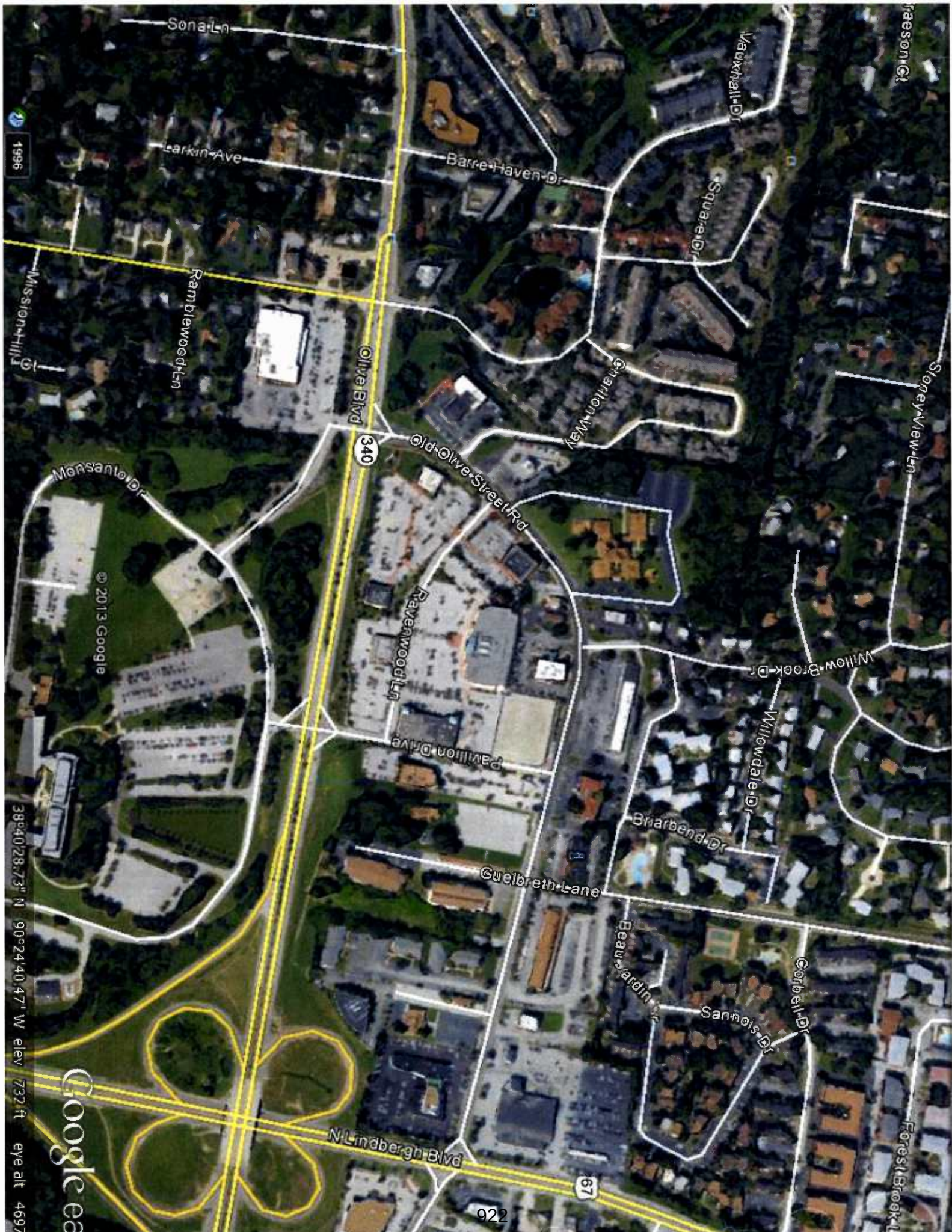
CARRIAGE HOUSE - REAR ELEVATION
 SCALE: 1/4" = 1'-0" (24"x36" SHEET)

SCALE: 1/4"=1'-0" (24"x36" SHEET)



A-441





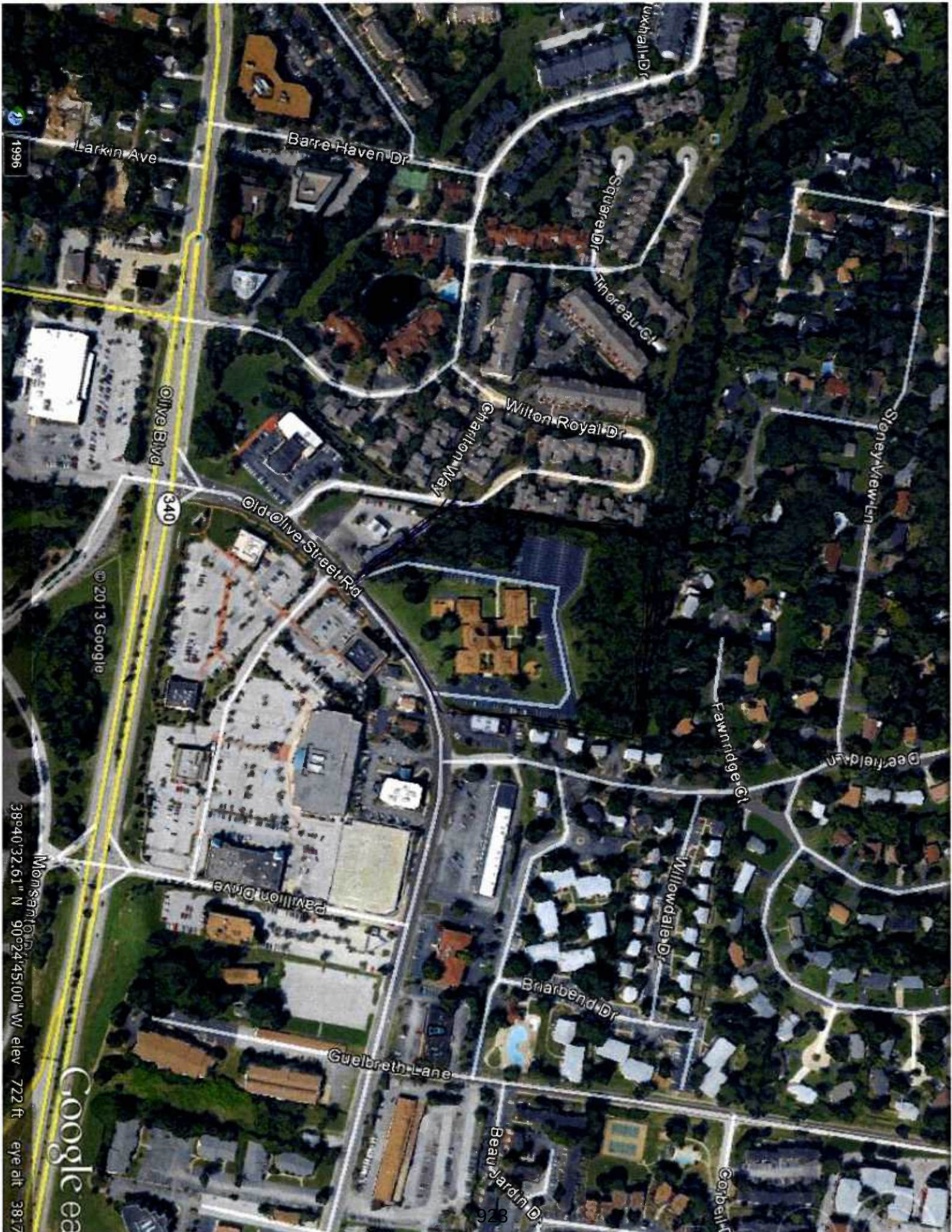
1996

© 2013 Google

38°40'28.73" N 90°24'40.47" W elev 732 ft eye alt 4697

Google

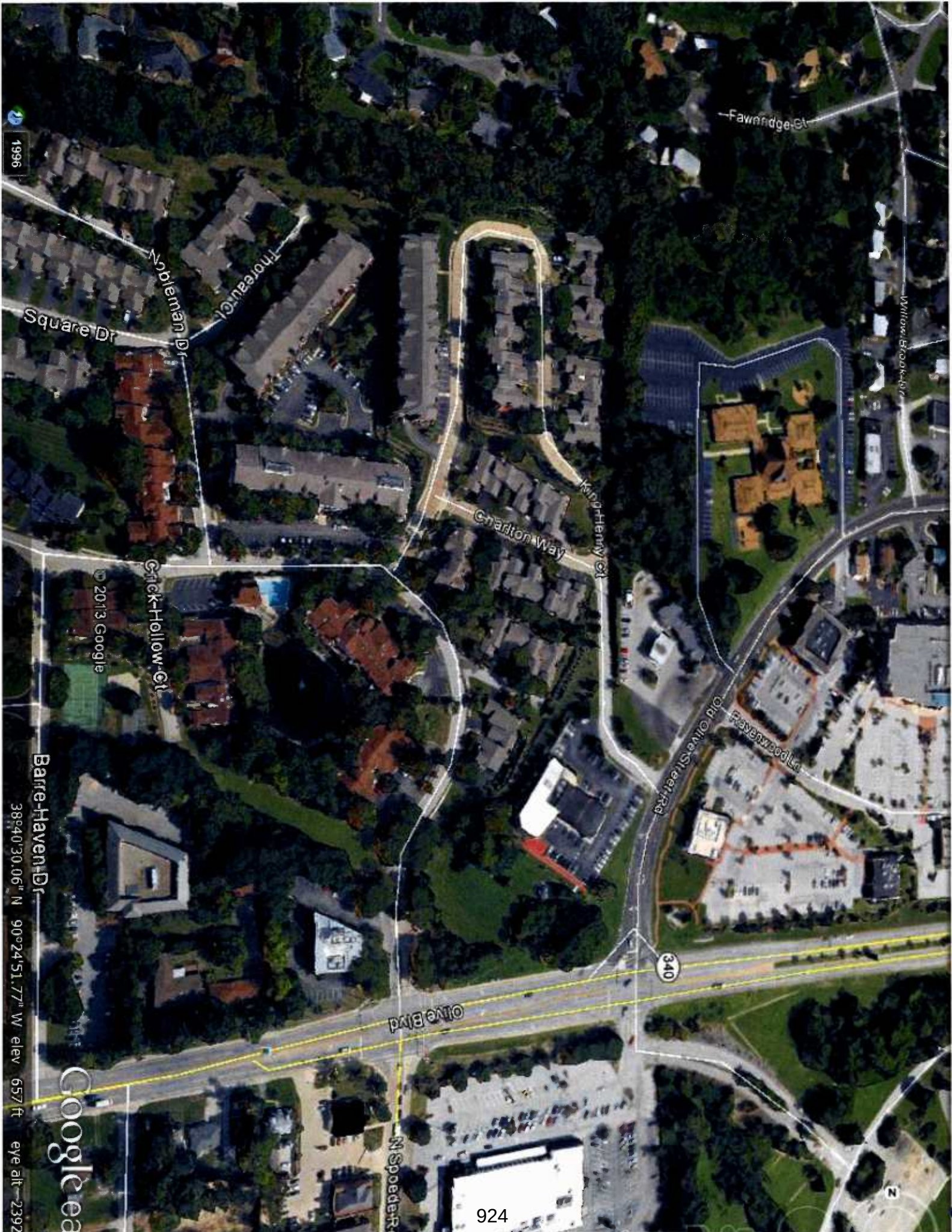
922



© 2013 Google

38°40'32.61" N 90°24'45.00" W elev 722 ft eye alt 3817

Google ea



Fawcett St

Willow Brook Dr

Thoreau Ct

Square Dr

Chick Hollow Ct

Charlton Way

Kings Henry Ct

Old Olive Street Rd

Fawcett Ln

Olive Blvd

Speeder Rd

Barre Haven Dr

340

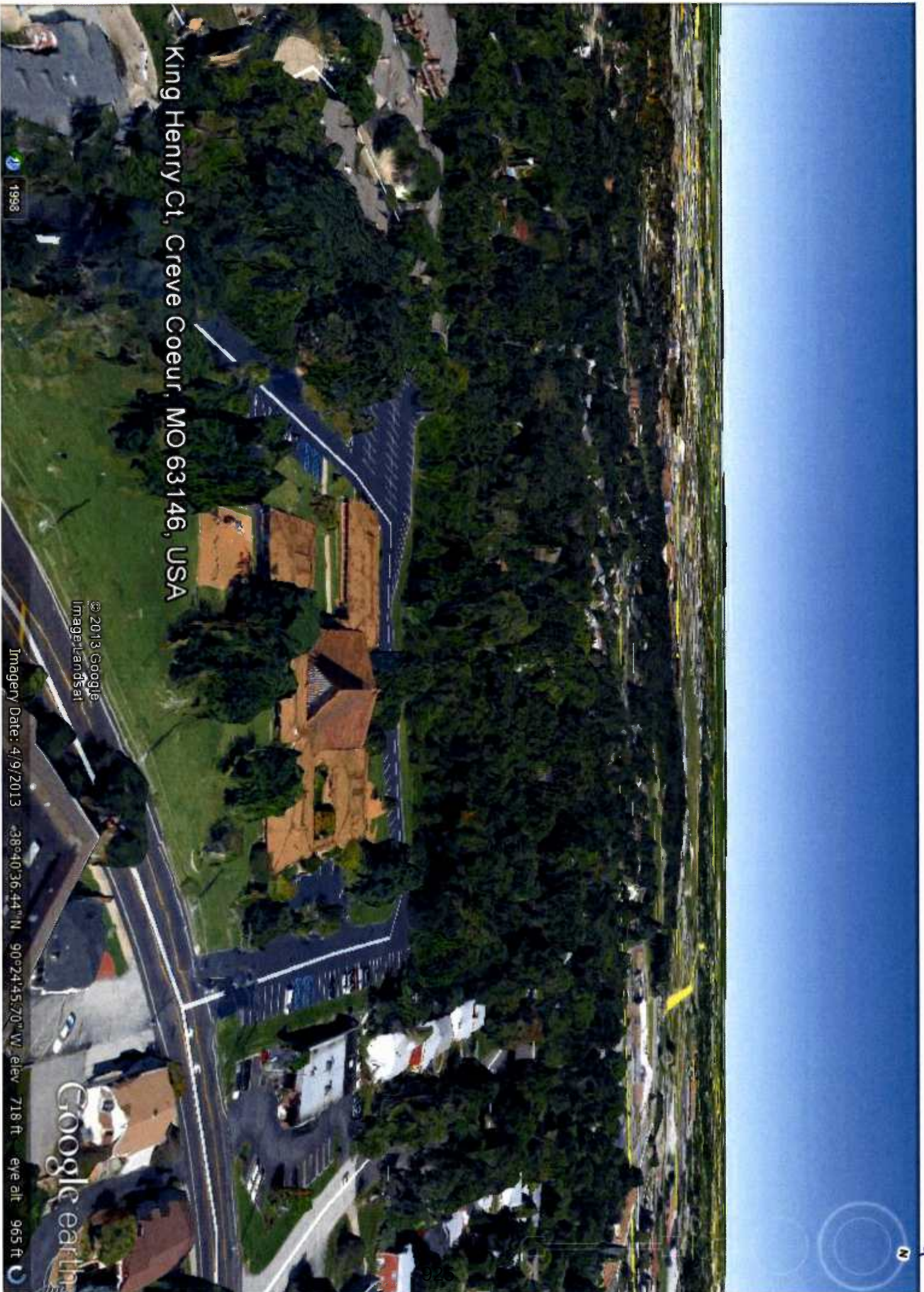
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© 2013 Google

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38°40'30.06" N 90°24'51.77" W elev 657 ft eye alt -2392



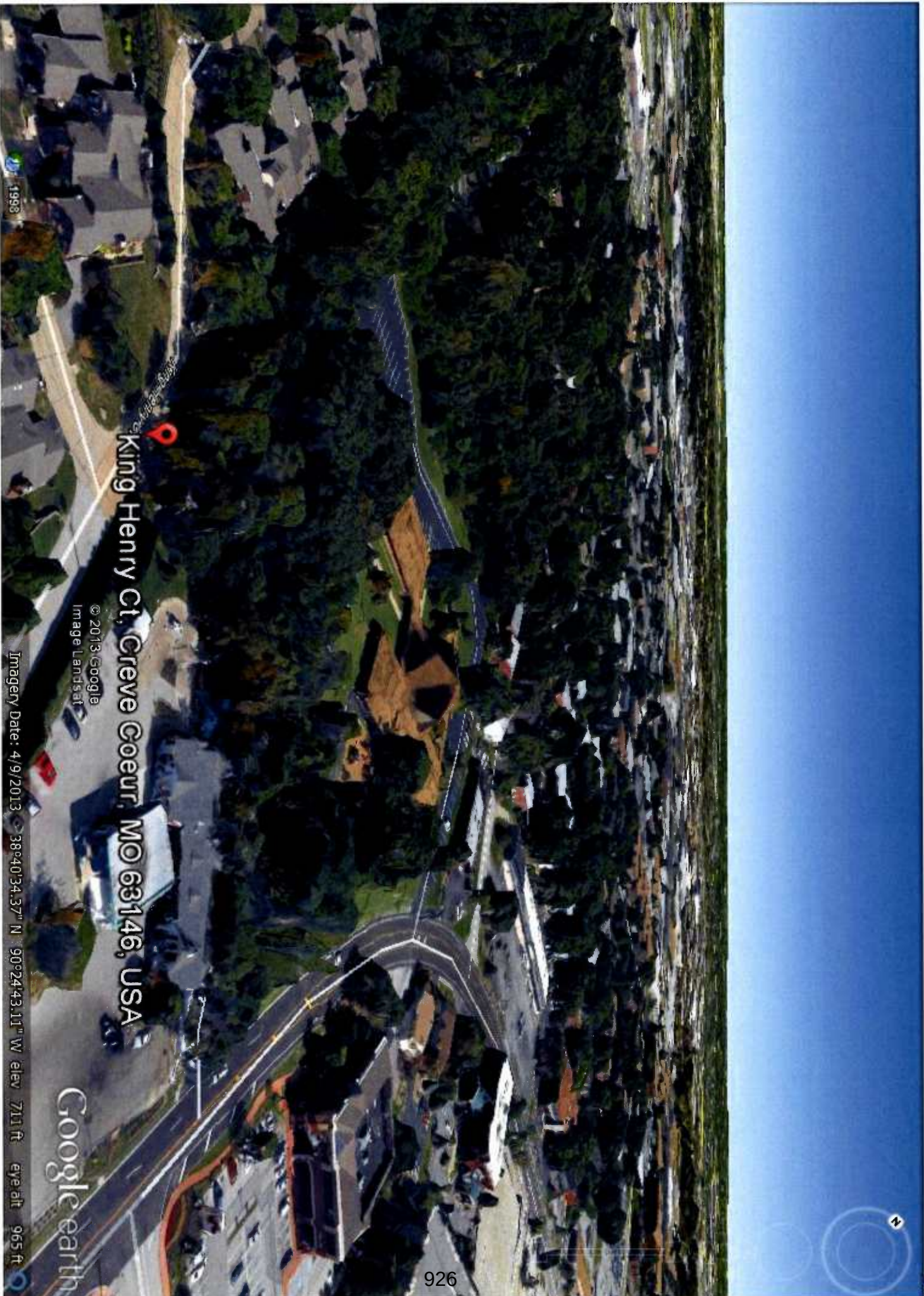
King Henry Ct, Creve Coeur, MO 63146, USA

© 2013 Google
Image Landsat

Imagery Date: 4/9/2013

38°40'36.44"N 90°24'55.70"W elev 718 ft eye alt 965 ft

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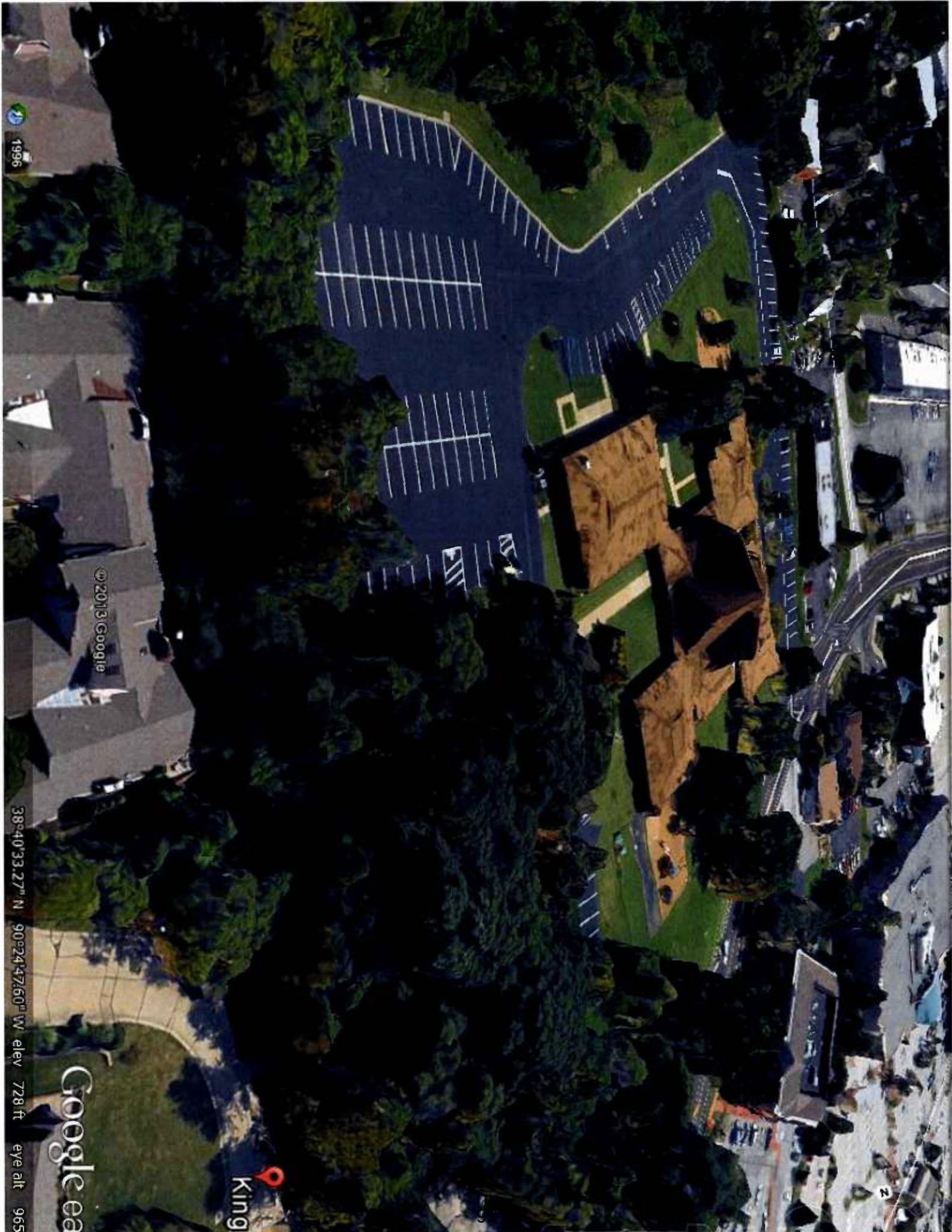


King Henry Ct, Creve Coeur, MO 63146, USA

© 2013 Google
Image Landsat

Imagery Date: 4/9/2013 38°40'34.37" N 90°24'43.11" W elev 711 ft eye alt 965 ft

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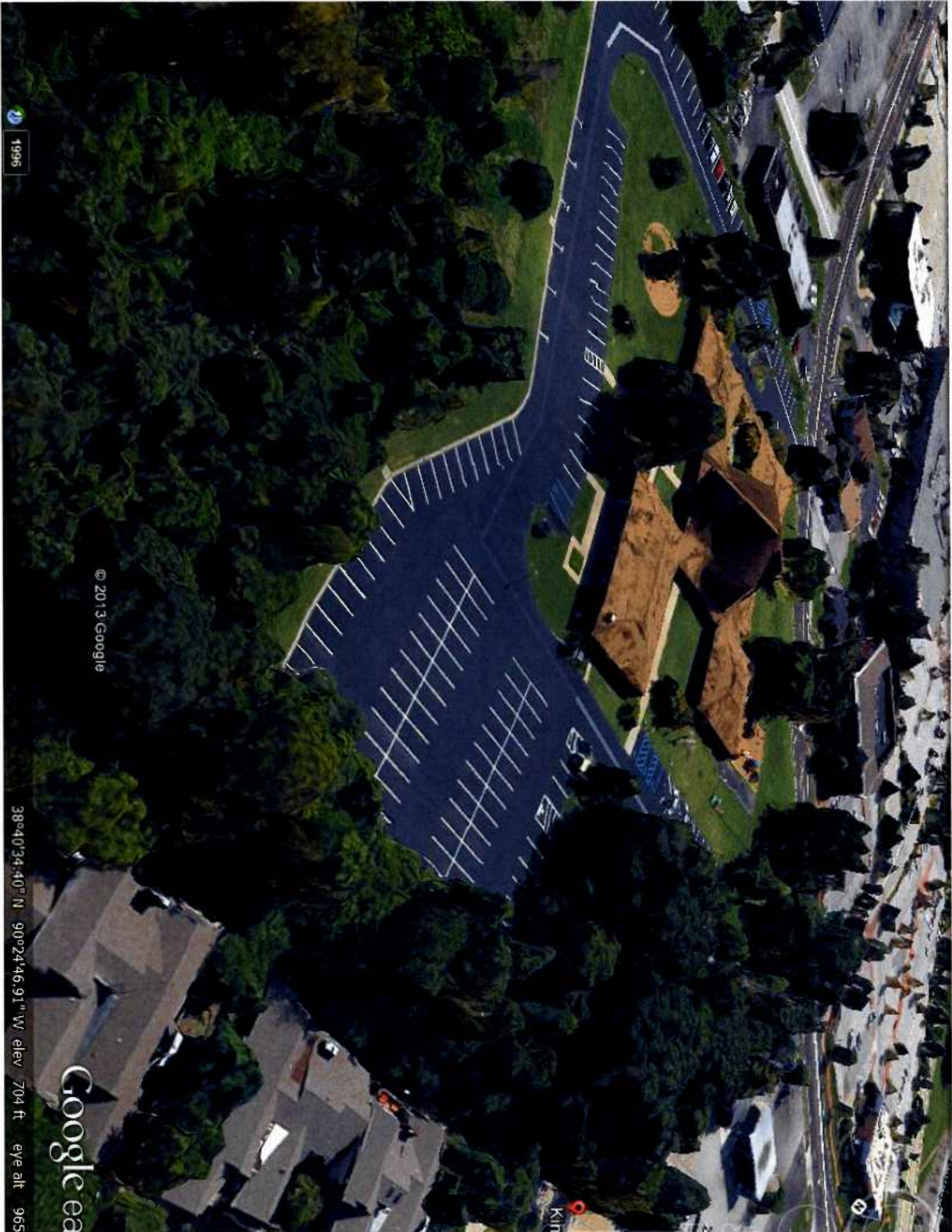
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38°40'33.27" N 90°24'47.60" W elev 728 ft eye alt 965

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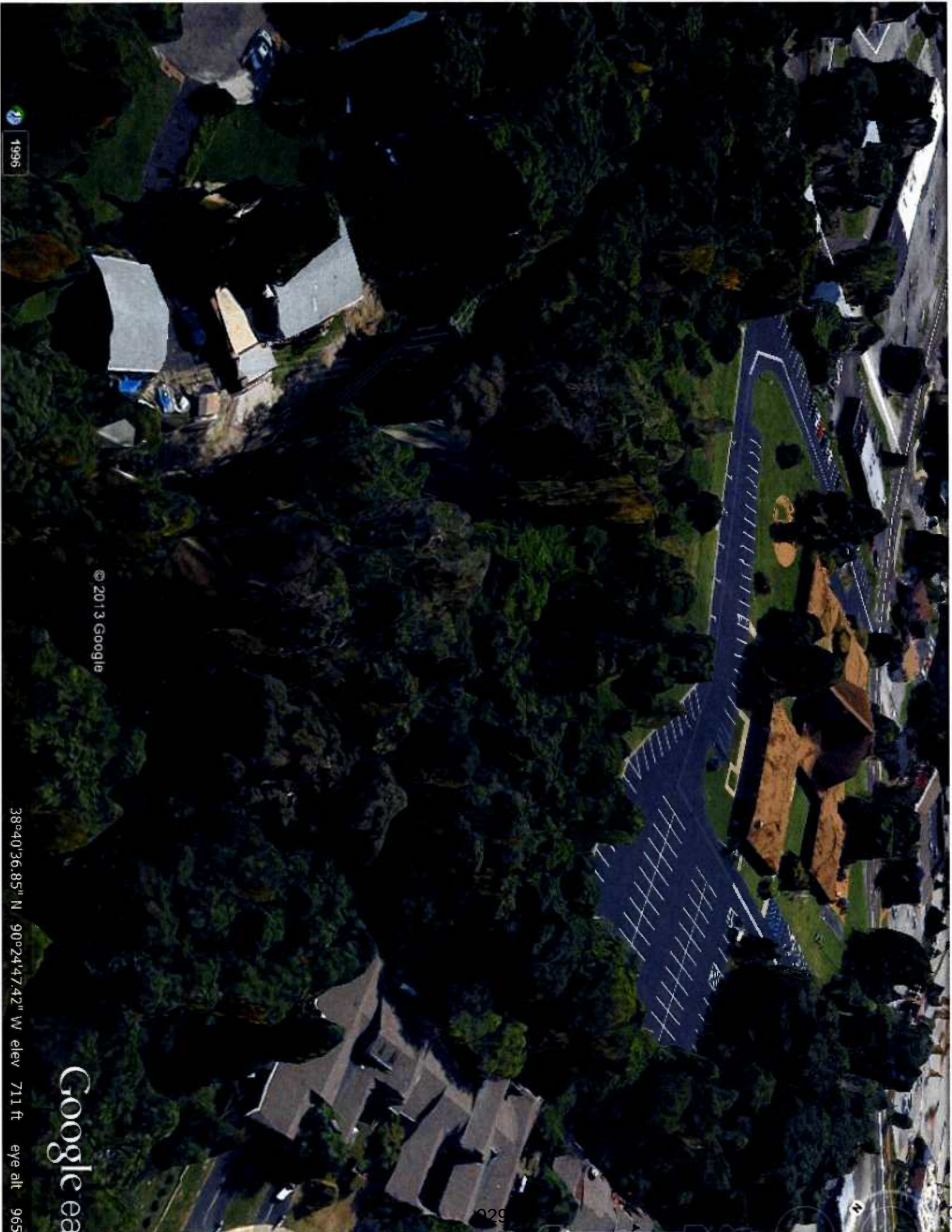
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© 2013 Google

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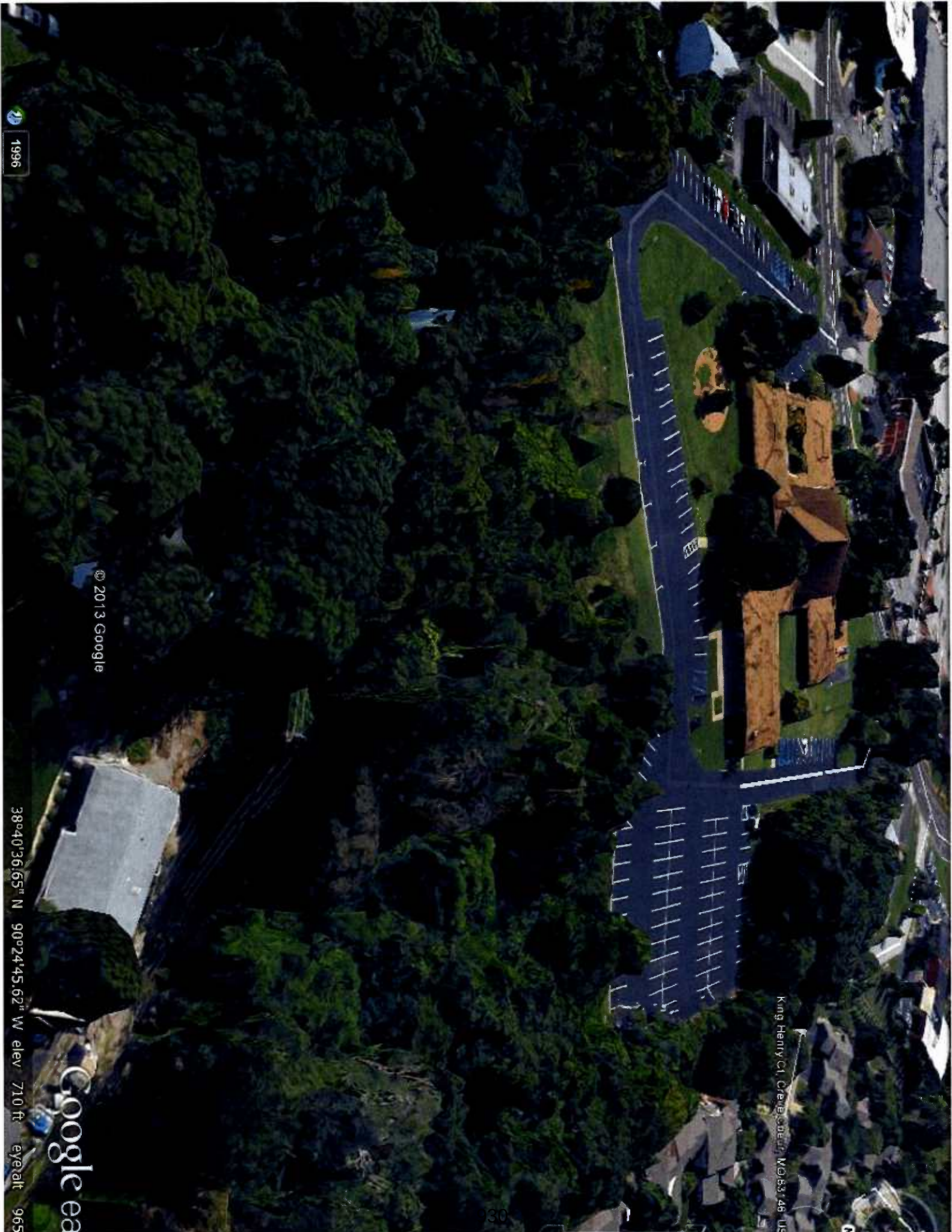


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© 2013 Google

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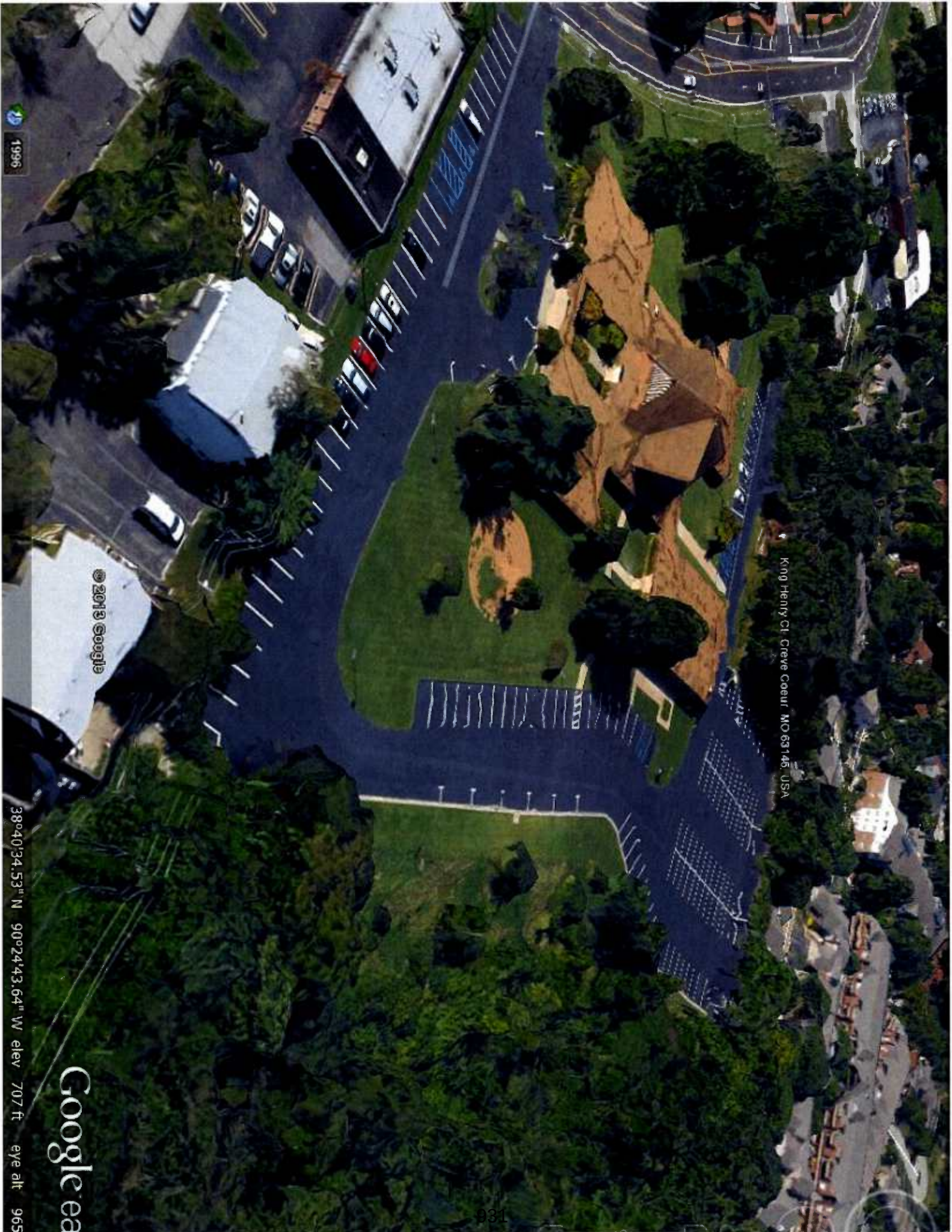
King Henry Ct, Cleveland, MO 63146, US

© 2013 Google

38°40'36.65" N 90°24'45.62" W elev 710 ft eye alt 965

Google ea

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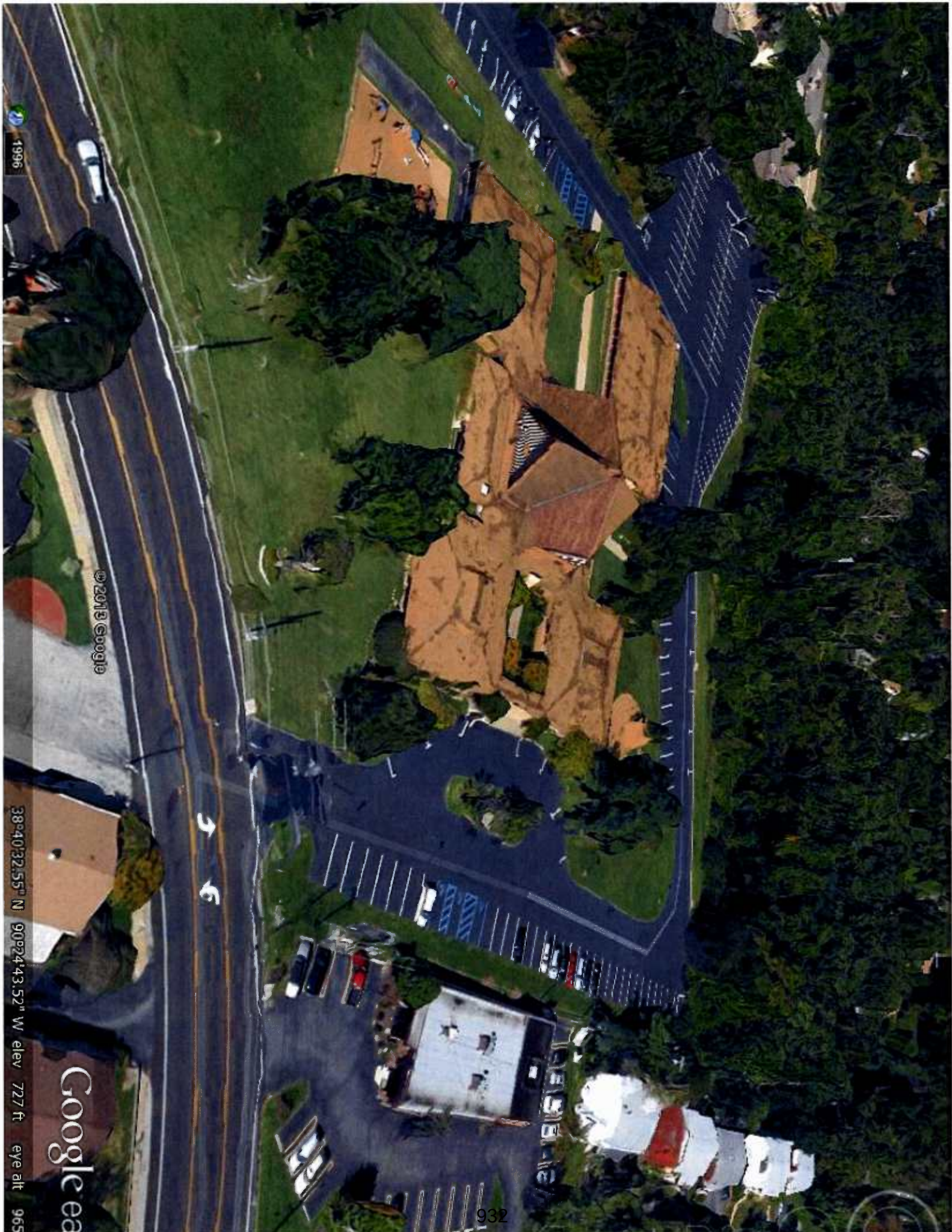
King Henry Ct, Creve Coeur, MO 63145, USA

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38°40'34.53" N 90°24'43.64" W elev 707 ft eye alt 965

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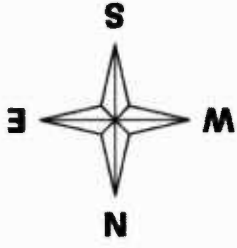
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© 2013 Google

38°40'32.55" N 90°24'43.52" W elev 727 ft eye alt 965

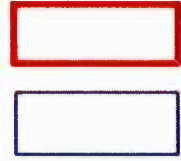
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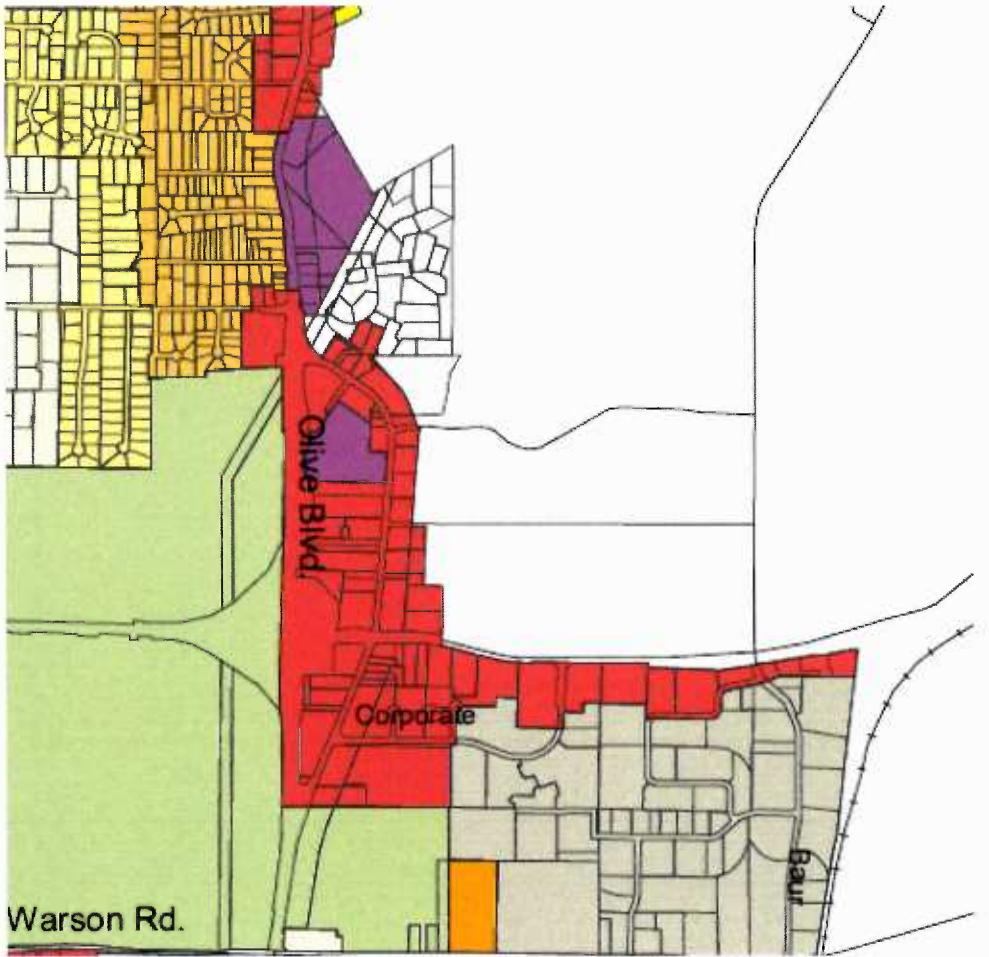
APPENDIX 3: AERIAL MAP



10545 Old Olive Street Road
Formerly Hamilton Christian Church

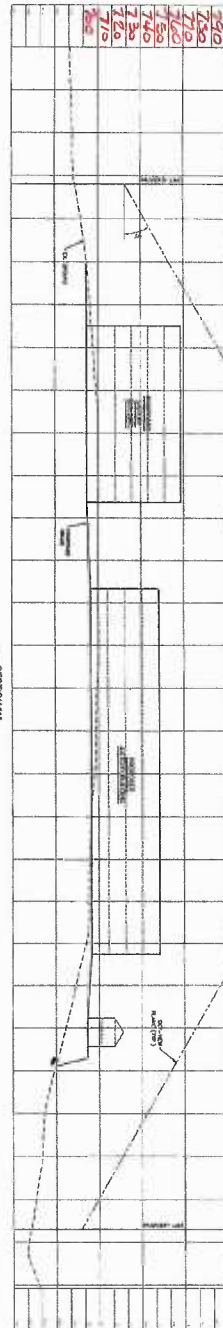
Property lines



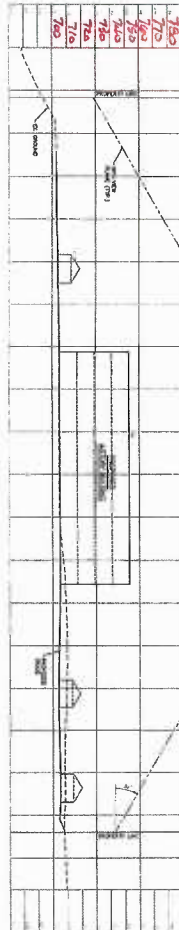


White: PEU-R-2, R-6, GC





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795



12-11-314	Dece
Sep. 20, 2013	Designat
1.1	Sheet
Exhibit	Exhibit

NOT APPROVED
FOR CONSTRUCTION

Terra West Apartments
Crown Point, Indiana
SKY VIEW PLANE EXHIBIT

THE STERLING CO.
ENGINEERS & SUPPLIERS
3500 West Kensington Road
St. Louis, Missouri 63108
Tel: (314) 453-0900 Fax: (314) 453-0990
www.sterling-engr.com
COPPER & GOLD MARKET AUTHORITY: 800-888-8888

Terra West, LLC
5091 Baumgartner Road
St. Louis, Missouri 63129
Ph (314) 467-9400
Fax (314) 467-8718

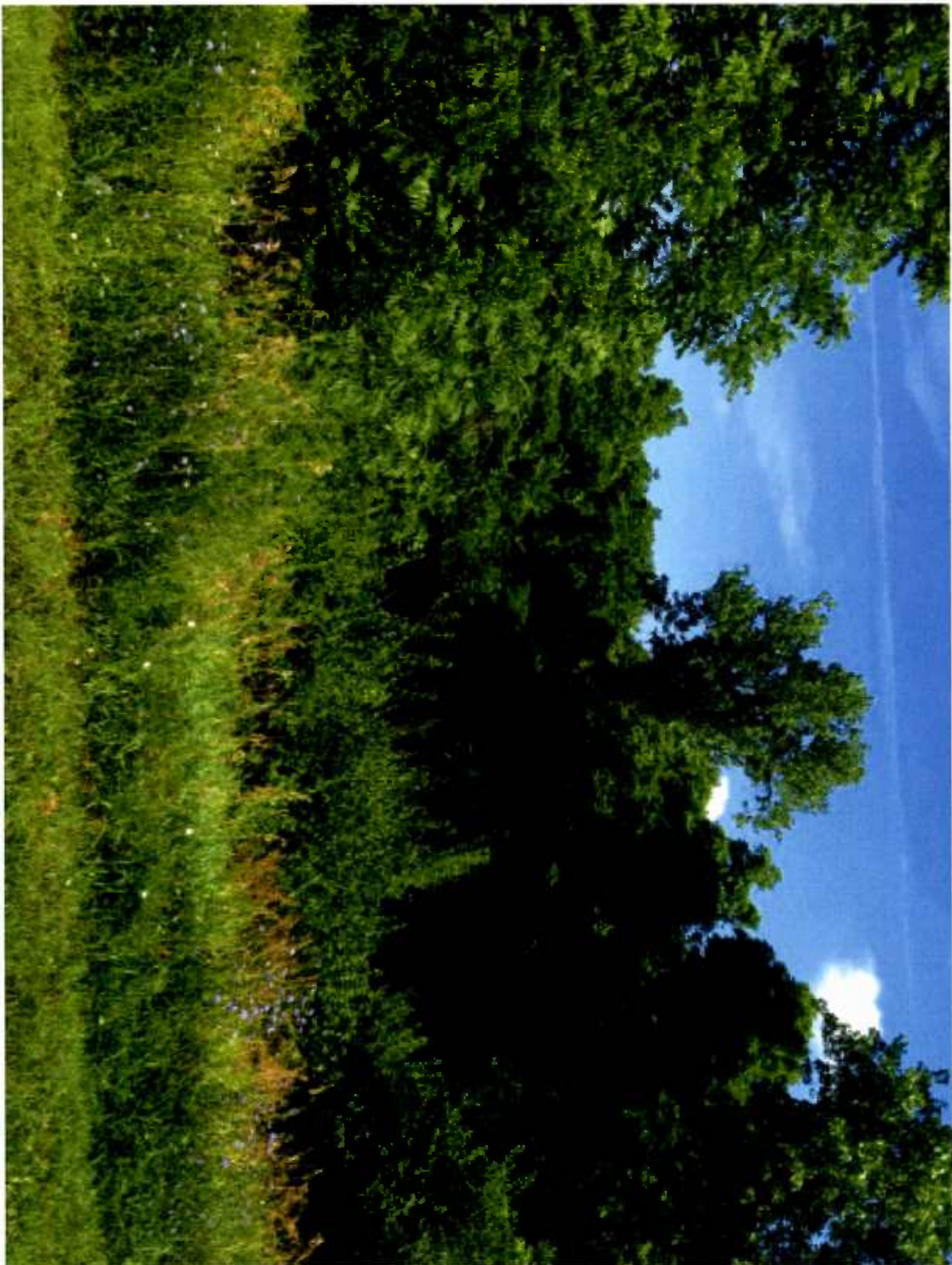
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NORTH WEST CORNER OF PARKING LOT (A)

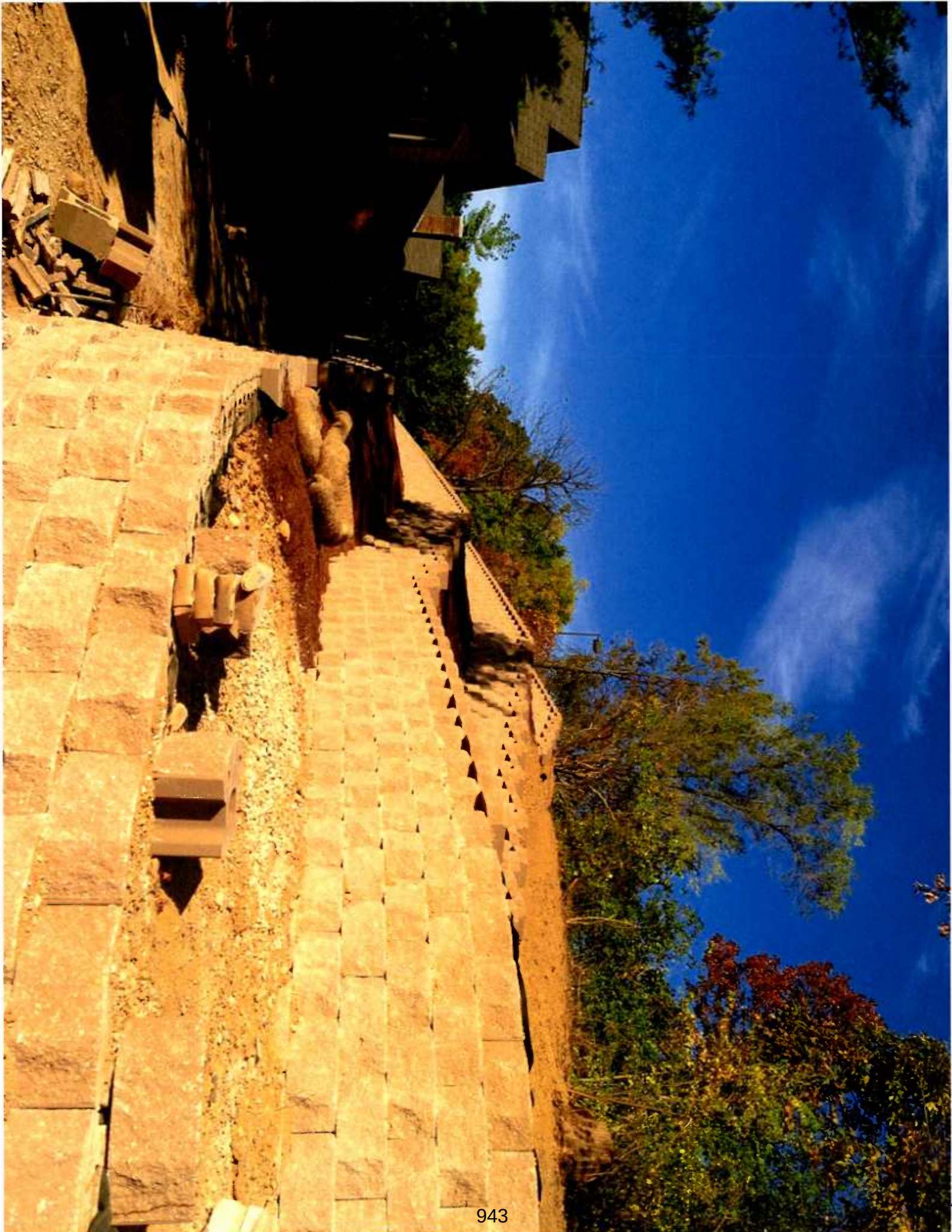
PARKING LOT LOOKING NORTH (B)





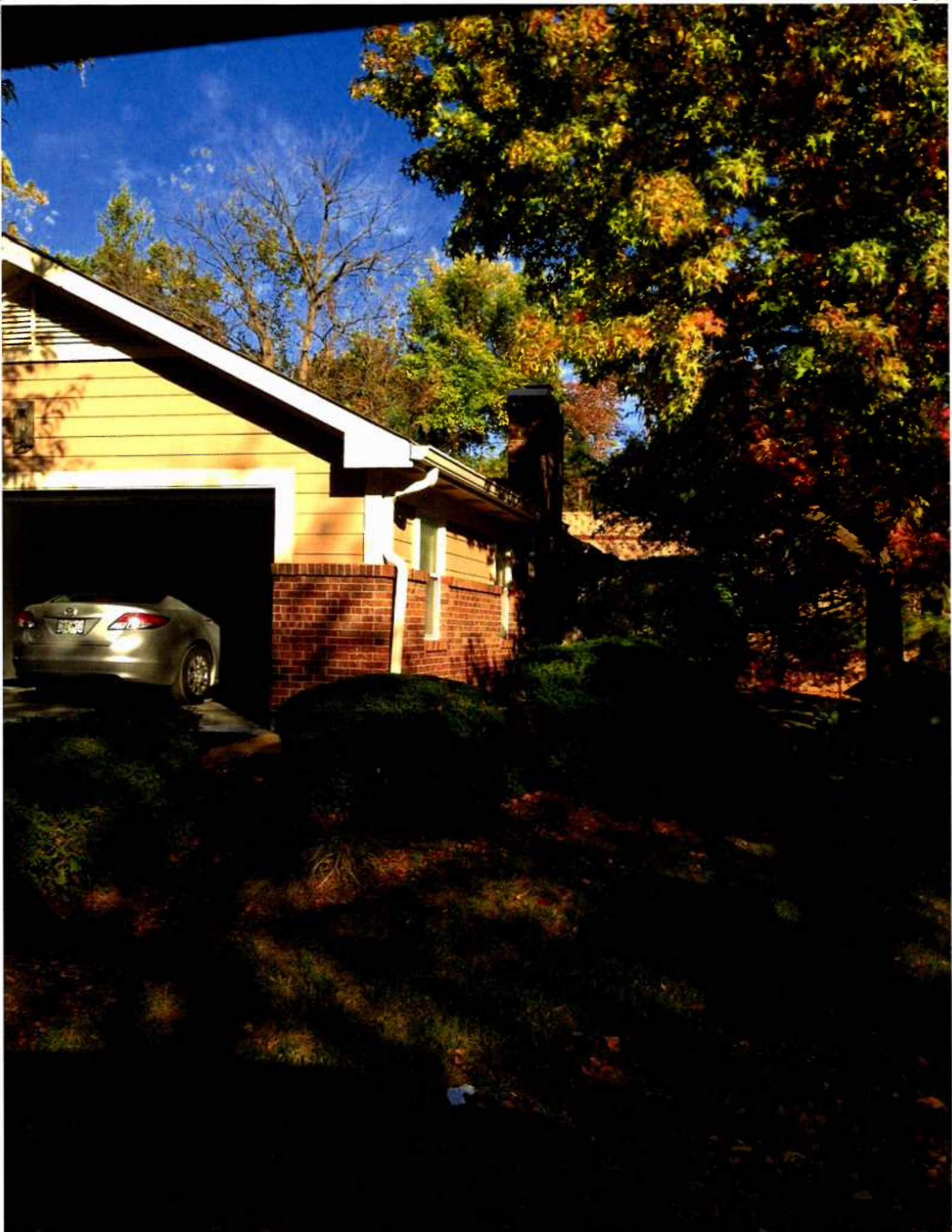


CHARLTON WAY LOOKING EAST (D)

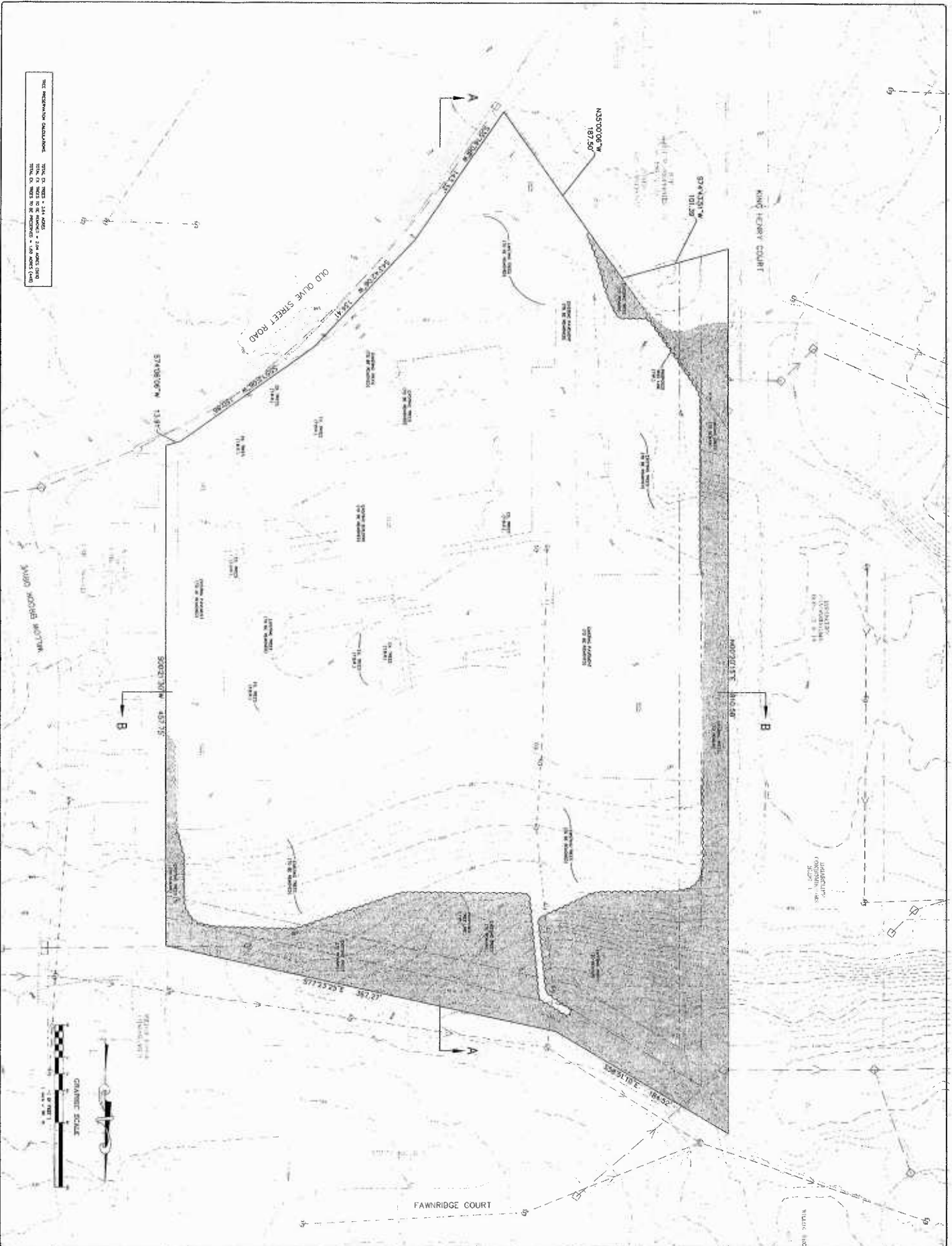












NOT TO SCALE
 TOTAL AREA: 1.14 ACRES
 TOTAL AREA TO BE PRESERVED: 1.00 ACRES (70%)
 TOTAL AREA TO BE DEVELOPED: 0.14 ACRES (10%)



DATE: 12-11-14
 DRAWN BY: J. W. W.
 CHECKED BY: J. W. W.
 SCALE: 1\"/>



Terra West Apartments
 Client: Terra West, LLC
 TREE PRESERVATION PLAN

THE STERLING CO.
 ENGINEERS & SURVEYORS
 5001 New Baumgartner Road
 St. Louis, Missouri 63129
 Ph: (314) 487-6440 Fax: (314) 487-6444
 www.sterling-engineers.com
 Corporate Certificate of Authority #001348

Terra West, LLC
 5001 Baumgartner Road
 St. Louis, Missouri 63129
 Ph: (314) 487-6440
 DK: (314) 487-6710

ISSUE	REVISION/DATE
1	12-11-2013, SUBMITTAL TO CITY OF CRIME COBIR
2	10-18-2013, CLIENT REVISIONS
3	10-21-2013, CLIENT REVISIONS

5



Note: Sod Lawn & Irrigation System By Others.

The diagrams show the progression of a tree from a small seedling to an old, large tree. Each stage includes a drawing of the tree and a box with descriptive text.

- Diagram 1: Seedling**
 - Text: "A seedling is a young tree that has just started to grow. It is small and has only a few leaves. It needs a lot of water and sunlight to grow."
- Diagram 2: Sapling**
 - Text: "A sapling is a young tree that has grown a bit larger. It has more leaves and a thicker trunk. It still needs a lot of water and sunlight to grow."
- Diagram 3: Mature tree**
 - Text: "A mature tree is a tree that has grown to its full size. It has many leaves and a thick trunk. It can provide shade and shelter for other animals."
- Diagram 4: Old tree**
 - Text: "An old tree is a tree that has lived for a long time. It has a very thick trunk and many leaves. It can provide shade and shelter for other animals."

30" 0" 30" 60" 11'

SCALE: 1" = 30'

950

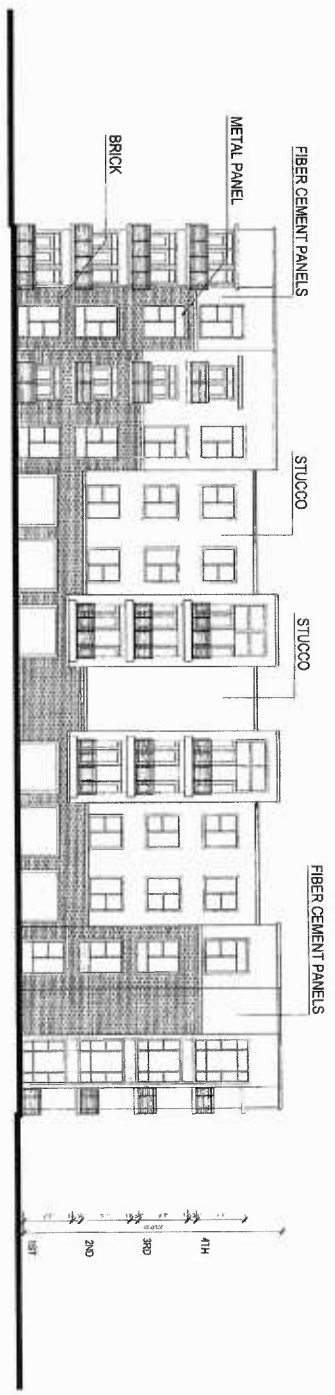
SCALE: 1" = 10' (24"x36" SHEET)

2014-15 HMM/PHRETS PARTNERS **11/15/15** **1P**
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1000 OLIVE STREET
TERRA HOLDING
CREVE COEUR, MO

HUMPHREYS & PARTNERS ARCHITECTS L.P.

57599 Mycobacterium sensu stricto. In: *Diagnostic and clinical microbiology: a practical approach*. 1994. pp. 103-112. ISBN 0-19-508649-9.



BUILDING 1 NORTH ELEVATION

SCALE: 1" = 10'
(24"x36" SHEET)

A421

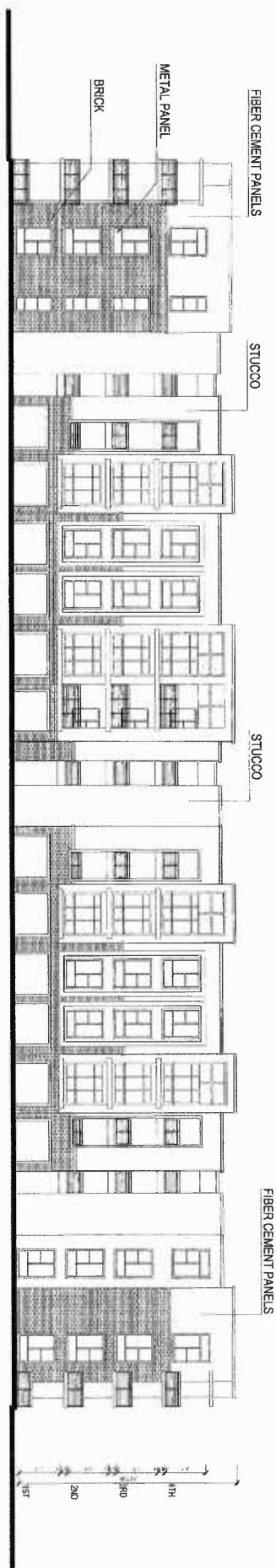
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OLD OLIVE STREET
TERRA HOLDING
CREVE COEUR, MO

HPA#13000



HUMPHREYS & PARTNERS ARCHITECTS, L.P.
2306 Maple Road, Suite 300, Dallas, TX 75201-0720
PHOTO COURTESY OF THE ARCHITECTS' OFFICE



BUILDING 1 WEST ELEVATION

SCALE: 1" = 10'
(24"x36" SHEET)
0 10' 20' 40'

A420

OLD OLIVE STREET
TERRA HOLDING
CREVE COEUR, MO

HPA#13000

HUMPHREYS & PARTNERS ARCHITECTS L.P.
1300 Olive Street, Suite 1300, St. Louis, MO 63101-3000
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10/18/2013

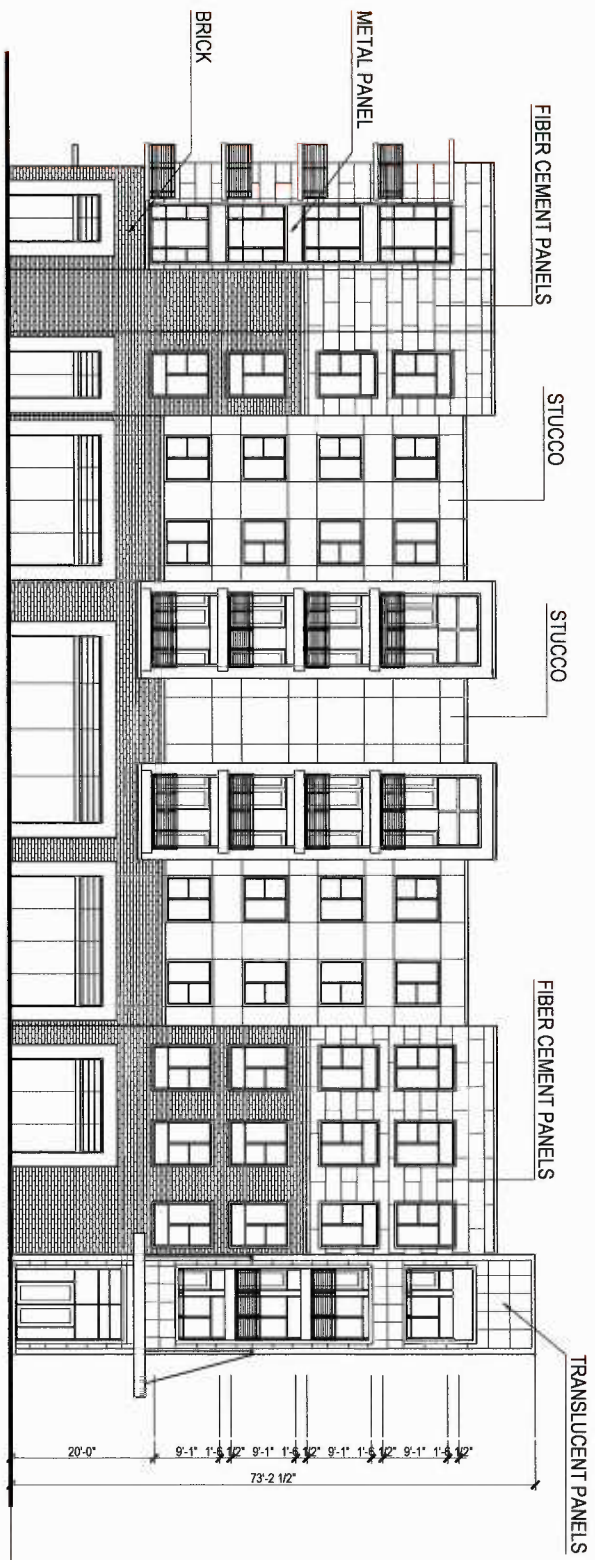
SCALE: 1" = 10' (24 X 36" SHEET)

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www.humphreysandpartners.com
DANIEL CHAMBERLAIN, ARCHITECT, LEED AP, CHAIRMAN OF THE BOARD
DANIEL CHAMBERLAIN ARCHITECTS, LEED AP, CHAIRMAN OF THE BOARD



BUILDING 2 SOUTH ELEVATION

HUMPHREYS & PARTNERS ARCHITECTS L.P.
 1018/2013
 CREVE COEUR, MO

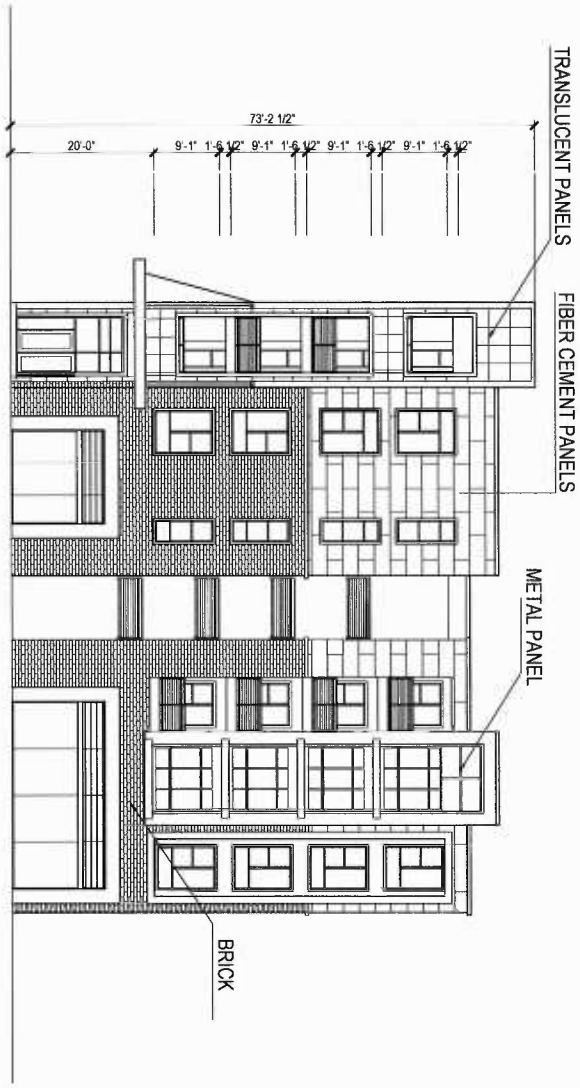
1018/2013

OLD OLIVE STREET
 TERRA HOLDING
 CREVE COEUR, MO

HPA#13000



HUMPHREYS & PARTNERS ARCHITECTS L.P.
 1018/2013
 CREVE COEUR, MO



BUILDING 2 EAST ELEVATION

HUPHREYS & PARTNERS ARCHITECTS L.P.
 1001 Olive Street, Suite 1000
 St. Louis, Missouri 63101
 Phone: 314.436.1000
 Fax: 314.436.1001
 Email: info@huphreys.com
 Website: www.huphreys.com

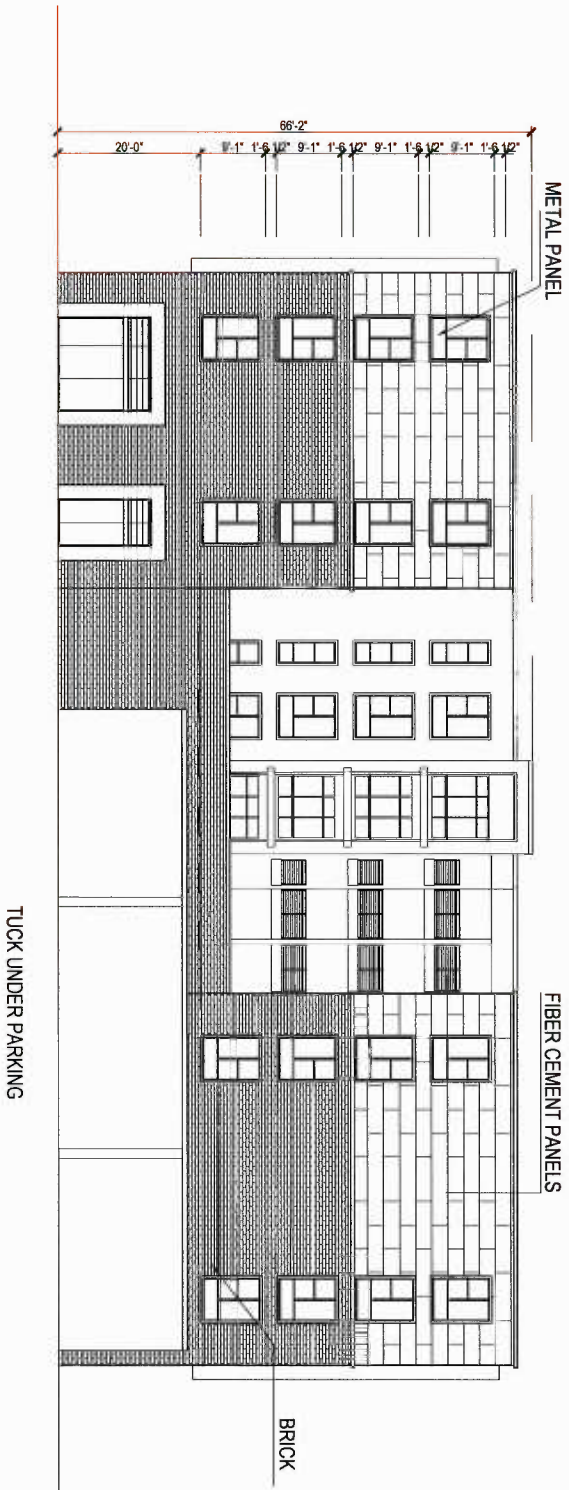
10/18/2013

OLD OLIVE STREET
 TERRA HOLDING
 CREVE COEUR, MO

HPA#13000



HUPHREYS & PARTNERS ARCHITECTS L.P.
 1001 Olive Street, Suite 1000
 St. Louis, Missouri 63101
 Phone: 314.436.1000
 Fax: 314.436.1001
 Email: info@huphreys.com
 Website: www.huphreys.com



BUILDING 2 NORTH ELEVATION

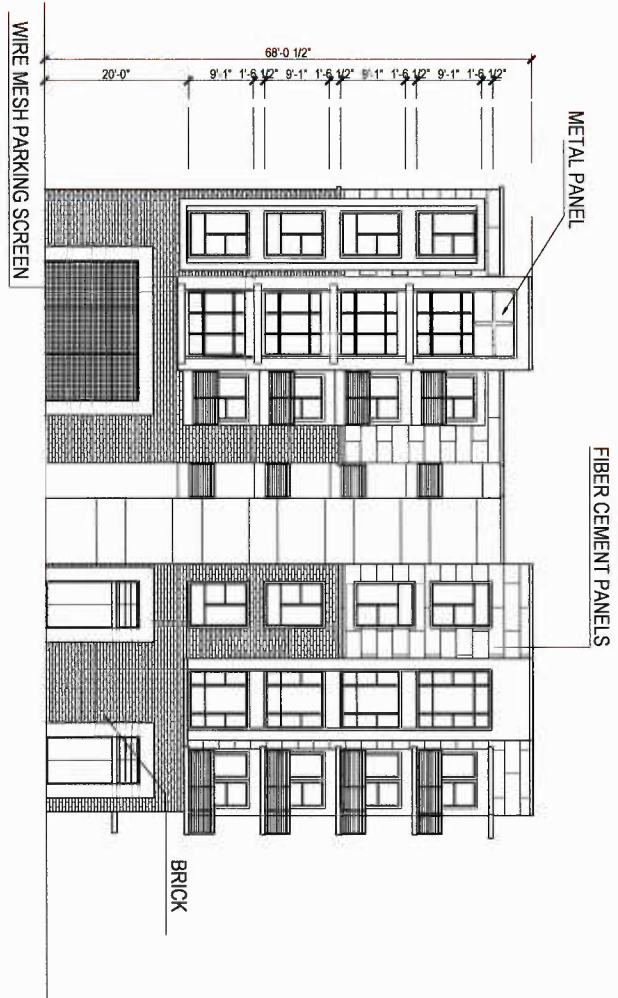
OLD OLIVE STREET
TERRA HOLDING
 CREVE COEUR, MO

10/18/2013

HPA#13000



HUMPHREYS & PARTNERS ARCHITECTS L.P.
 10000 N. 10TH AVE., SUITE 200, DENVER, CO 80231
 303.733.1100



BUILDING 2 WEST ELEVATION

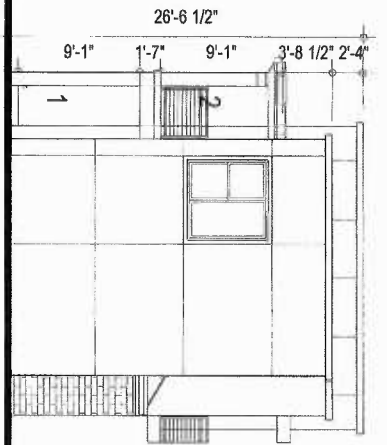
HUMPHREYS & PARTNERS ARCHITECTS L.P.
 1001 N. GARDEN AVENUE, SUITE 100
 AUSTIN, TEXAS 78701
 TEL: 512.476.1111
 FAX: 512.476.1112
 WWW.HUMPHREYS-PA.COM

OLD OLIVE STREET
 TERRA HOLDING
 CREVE COEUR, MO

HPA#13000

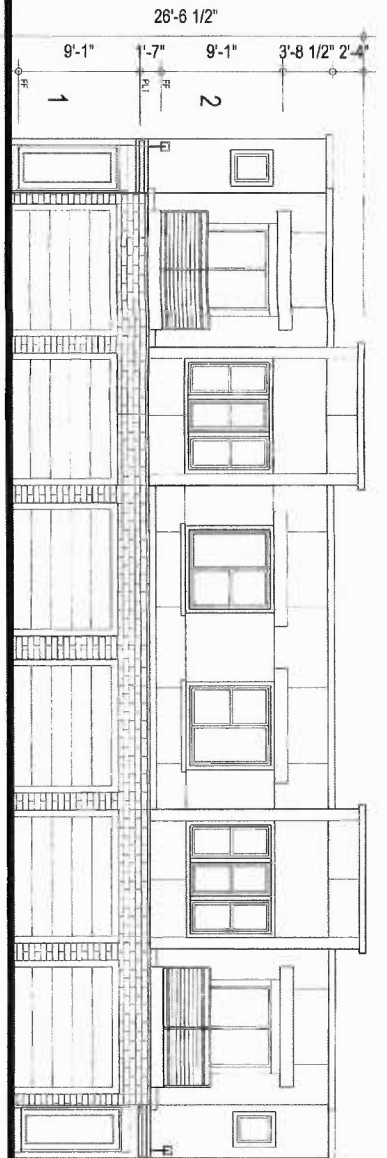


HUMPHREYS & PARTNERS ARCHITECTS L.P.
 AUSTIN OFFICE: 1001 N. GARDEN AVENUE, SUITE 100, AUSTIN, TEXAS 78701
 DALLAS OFFICE: 1500 WEST END AVENUE, SUITE 1000, DALLAS, TEXAS 75201
 HOUSTON OFFICE: 1000 WEST END AVENUE, SUITE 1000, HOUSTON, TEXAS 77001



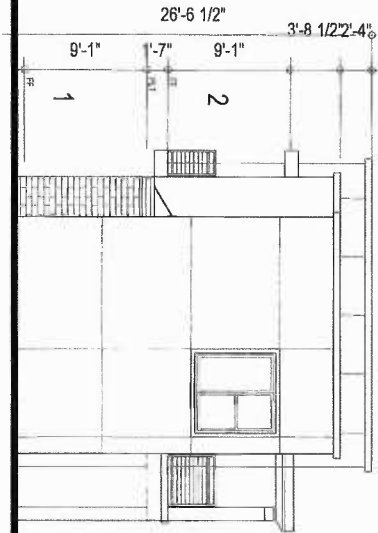
CARRIAGE HOUSE - LEFT ELEVATION

SCALE: 1/4" = 1'-0" (24"x36" SHEET)



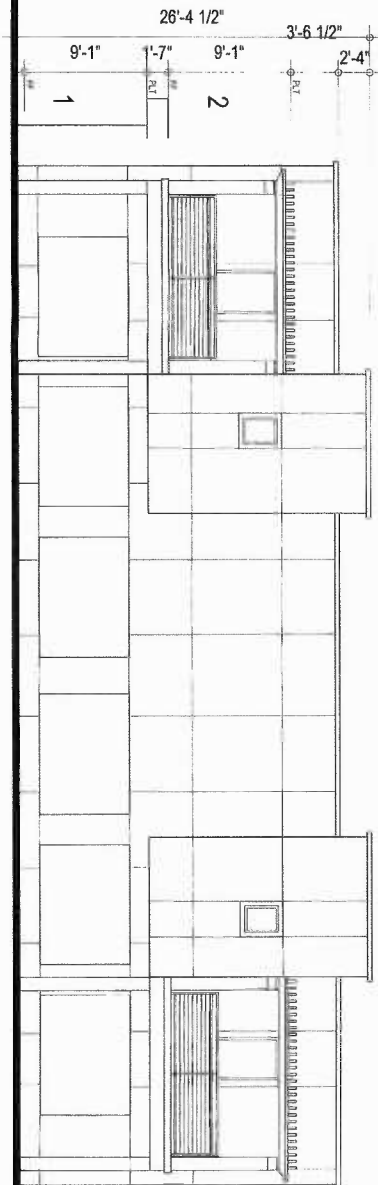
CARRIAGE HOUSE - FRONT ELEVATION

SCALE: 1/4" = 1'-0" (24"x36" SHEET)



CARRIAGE HOUSE - RIGHT ELEVATION

SCALE: 1/4" = 1'-0" (24"x36" SHEET)



CARRIAGE HOUSE - REAR ELEVATION

SCALE: 1/4" = 1'-0" (24"x36" SHEET)



A441

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10/02/2013

OLD OLIVE STREET

TERRA HOLDING

GREVE COEUR, MO

HPA#13000



HUMPHREYS & PARTNERS ARCHITECTS, L.P.

2555 Spring Street, Suite 200, Dallas, TX 75201 (972) 701-9639
DALLAS OFFICE: (972) 701-9639
DALLAS OFFICE: (972) 701-9639
DALLAS OFFICE: (972) 701-9639

RECEIVED
AUG 29 2013

PLANNING DEPT.

DONALD DANFORTH
PLANT SCIENCE CENTER



August 28, 2013

SAM J. FIORELLO
Chief Operating Officer and
Senior Vice President
sjfiorello@danforthcenter.org
975 North Watson Road
St. Louis, Missouri 63132
p 314.587.1011
f 314.587.1111

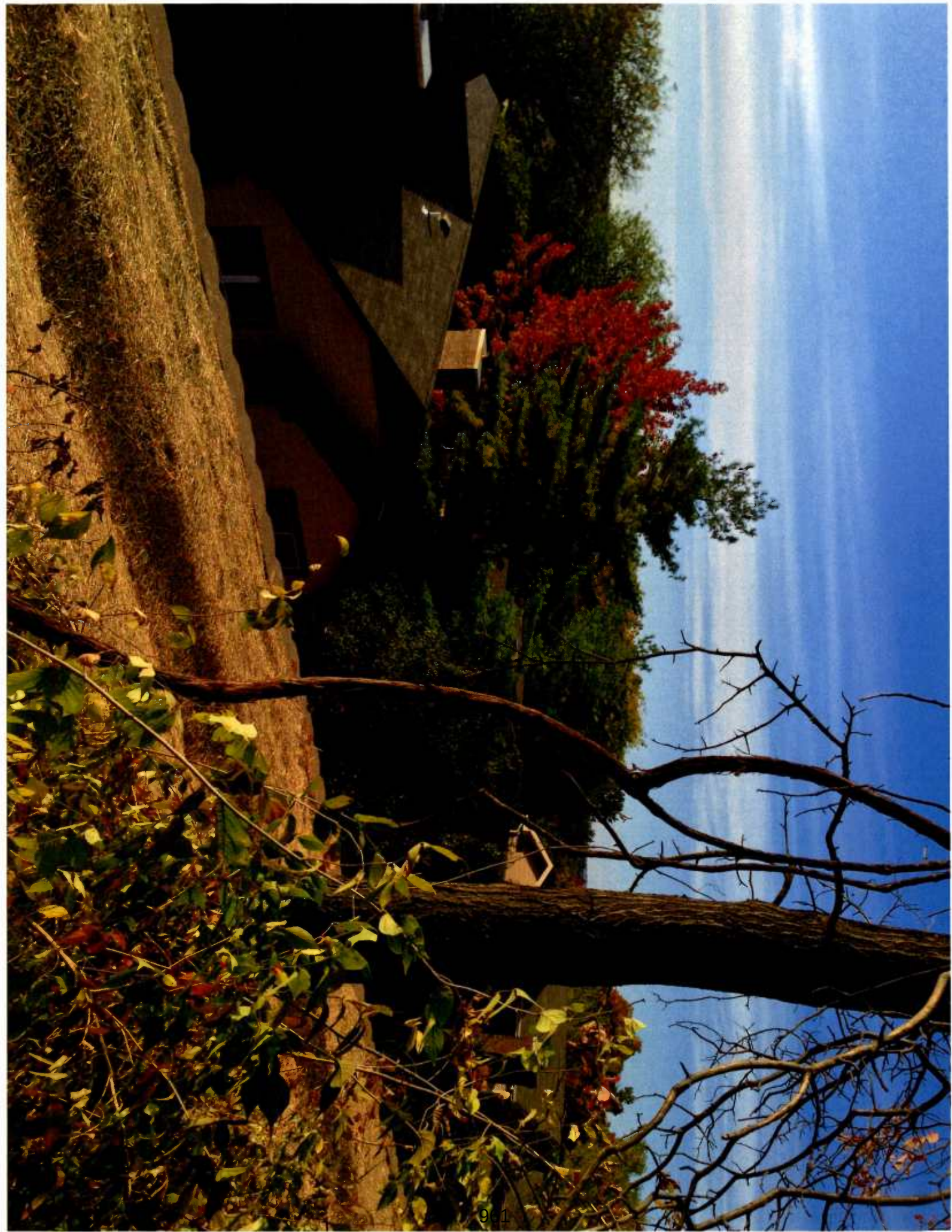
RE: The Proposed Terra Holding apartment community
10545 Old Olive Street Rd.
St. Louis, MO 63141

Dear Mr. Langdon:

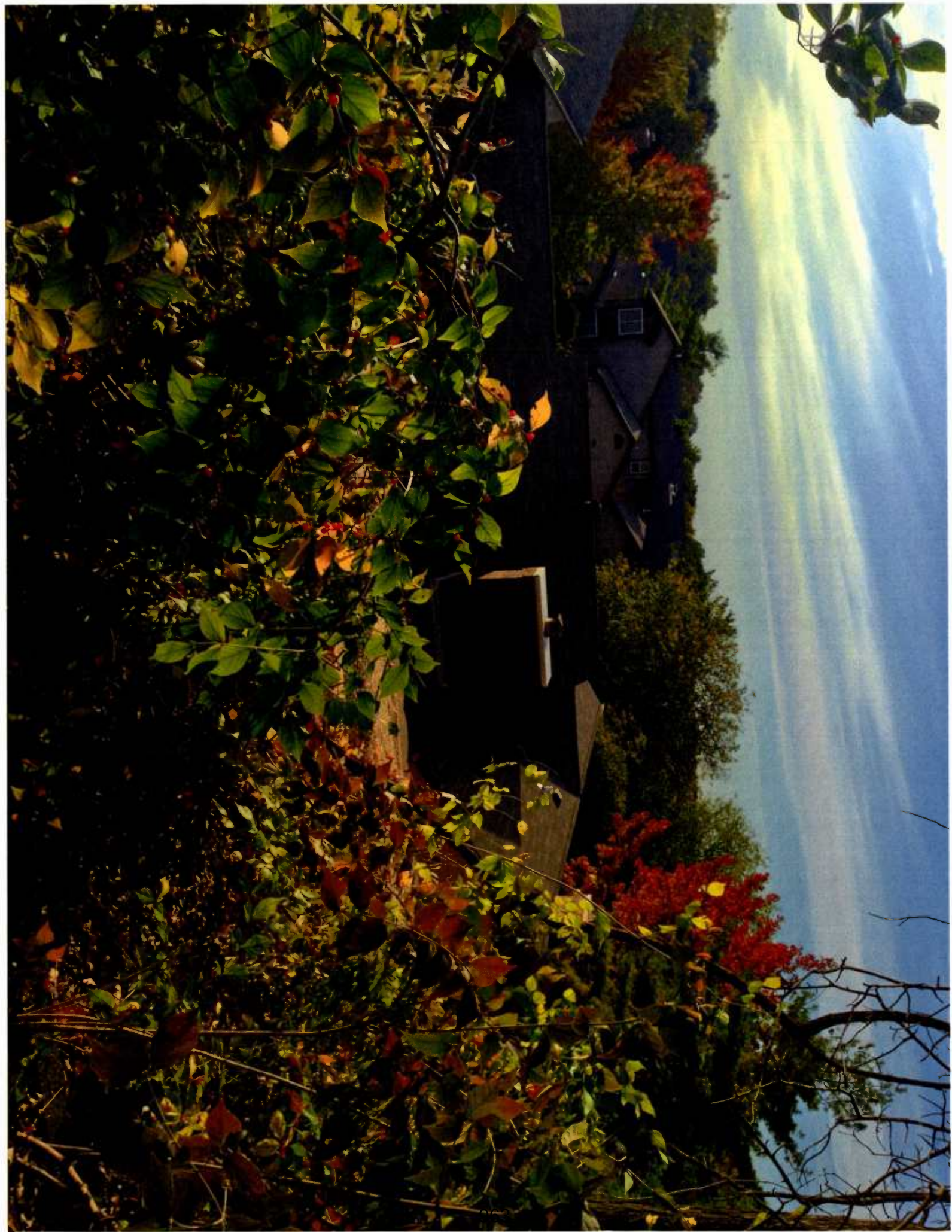
It has come to our attention that there is a proposed luxury residential community located at 10545 Old Olive Street Road before the city of Creve Coeur Planning and Zoning commission. The Danforth Center would like to go on the record as strongly supporting this proposed development. We feel that Terra Holding's new community will provide our scientists a convenient housing option. In addition we believe this development will continue to add to the high standard of livability in the immediate area. We respectfully request your consideration of our position in your process of approving this community.

Sincerely,


Sam J. Fiorello
Chief Operating Officer









**CITY OF CREVE COEUR - MINUTES
PLANNING AND ZONING COMMISSION MEETING
MONDAY, OCTOBER 21, 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, October 21, 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 #13-042: Rezoning of 10545 Old Olive Street Road to “PRD” Planned Residential Development District and Site Development Plan approval for a 182-unit residential and commercial development.

Applicant/Agent: Brad Goss
 SmithAmundsen, LLC
 120 S. Central Ave., Suite 700
 St. Louis, MO 63105

Property Owners Under Contract:
 Terra West, LLC
 5091 Baumgartner Road
 St. Louis, MO 63129

Mr. Brad Goss, 120 S. Central Avenue, explained the request for the rezoning and the site development plan for a mixed use project. Mr. Goss said the project would consist of 182-units of residential space and 4,600 square feet of commercial space. Mr. Goss showed pictures of the site, proposed building, and proposed parking. Mr. Goss also explained the site orientation explaining what you see from each side of the property. Mr. Goss said the residential component will have 182-units that are 1-2 bedroom apartments; there are 128-units at the center of the site and 5 carriage house buildings, with the commercial component in the front along Old Olive Street Road. Mr. Goss said the site contains 330 parking spaces, there will be on-site detention and MSD requirements will be met, as well as treating the

stormwater which is currently not being done. Mr. Goss said the floor area ratio is .55 and site coverage is 59.6%, both meeting the “PRD” requirements. Mr. Goss said there are 2 entrances to the site. Mr. Goss showed drawings of the cross-sections and said that he was in compliance with the city’s ordinance. Mr. Goss showed pictures of current vegetation from many angles on the site, and showed the lighting plan which will be in compliance with the city’s ordinance. Mr. Goss explained the tree plan and said a few trees would be removed but 44% will remain and he will also be working with staff in regards to the landscape plan. Mr. Goss showed material types for the exterior of the proposed building. Mr. Goss concluded his presentation by stating this project will revitalize this corridor, like the Comprehensive Plan calls for; the housing will provide a component that is missing for the life sciences industry, it will improve pedestrian access by putting in a crosswalk on the southwest corner of the property. Mr. Goss said he has met with MoDOT in regards to pedestrian access and they are supportive of the ideas that have been discussed.

Mr. Lee Cannon, Crawford Bunte Brammeier, 1830 Craig Park Court, Suite 209, said that Old Olive Street Road is under the jurisdiction of MoDOT and there was recently a meeting between staff, MoDOT, and Crawford Bunte Brammeier to talk about traffic issues and that the study is currently under way. Mr. Cannon said traffic study will include impacts from the additional development from the site, and also the intersection from Olive all the way around to Willowbrook intersections looking at traffic conflicts and flows. Mr. Cannon said there is plenty of pavement to handle the traffic, but they will be investigating whether there is a need to stripe a left or right turn lane at the driveways of the site. Mr. Cannon stated they will be looking at improving transit and pedestrian connections along Old Olive, as there are not currently sidewalks. Mr. Cannon said the traffic study should be ready to view at the next Planning and Zoning meeting.

Mr. Goss said since the aerial photos had been taken there were trees illegally removed from his site that he planned on leaving there. Mr. Goss said he believed the contractor doing the Briarcliff retaining removed them, but they removed them without permission. Mr. Faron asked if there was any indication of those trees being replanted or replaced. Mr. Goss stated he will be talking with the wall contractor and will be working with city staff to try and figure out what to do.

Mr. Craig Dobkin, 104 Pebblebrook Court, is opposed to the project. Mr. Dobkin has traffic concerns, drainage concerns, and concerns with trees being cut down and visibility to Old Olive Street Road.

Mr. David Caldwell, 257 Brooktrail Court, spoke to the concept of public benefit. Mr. Caldwell stated back when the “PRD” was studied and approved there was a lot of discussion around the intent of public benefit. Mr. Caldwell said he thinks the intent of public benefit is subjective, but worth the discussion. Mr. Caldwell also wanted to know about MoDOT exploring a fly-over.

Ms. JoAnn Lewis, 1002 Wilton Royal, is opposed to the project. Ms. Lewis said she is concerned with drainage and water issues. Ms. Lewis also has concerns with the proposed density.

Mr. Alan Rudolph, 84 Pebblebrook Court, is opposed to the project. Mr. Rudolph thinks the project is too dense. Mr. Rudolph has traffic concerns, noise concerns, and that there is no benefit to Willowbrook or Briarcliff subdivisions.

Mr. John Reinwart, 212 Stoney View Court, is opposed to the project. Mr. Reinwart said he already has a lot of water runoff and with project he thinks he will get more.

Ms. Evelyn Maylath, 115 Willowbrook Drive, is opposed to the project. Ms. Maylath is concerned with problems she has had in the past with her flooding basement and this development making it worse. Ms. Maylath also has traffic concerns.

Ms. Jo Ellen Reinwart, 212 Stoney View Court, is opposed to the project. Ms. Reinwart said she has traffic concerns and density concerns. Ms. Reinwart also said she has a problem with 56% of the trees being removed.

Ms. Anne Freeman, 123 Brookside Court, is opposed to the project. Ms. Freeman is concerned with children walking to and from their bus stop.

Ms. Linda Rezny, 104 Graeser Acres, asked to see view from the east side and wanted to know what the landscaping will look like and if the building will be visible from people's homes.

Ms. Mary Elizabeth Powell, 14 Stoney View Lane, is opposed to the project. Ms. Powell wanted to know with 300 parking spaces that will lead to more cut-thru traffic. Ms. Powell also said there is a difference between the church that currently sits on grass and has trees than an apartment complex sitting on concrete. Ms. Powell is also concerned with water runoff.

Ms. Carla Hickey, 148 Glen Ridge Lane, asked how Creve Coeur envisioned this corner in twenty years and what the long term plan is.

Mr. Goss addressed the residents' concerns. Mr. Goss clarified that they would not be tying the sanitary sewer system into their project. Mr. Goss said in regards to the stormwater runoff they are not allowed to make conditions worse. Lastly, Mr. Goss said the Vanguard project will be taken into consideration with regards to the traffic study.

Chair Madden wanted to know where the traffic study will be taking place. Mr. Cannon said the study is a work in progress and explained the process of the study. Mr. Faron asked if they could make Willowbrook a right-in/right-out. Mr. Cannon said no but they will be looking at cut-thru traffic on Guelbreth and Willowbrook.

Dr. Barton asked for the motives to be explained in the traffic report, can the report also include what local traffic is, and the impact of the right onto Olive with the immediate left onto Spoele. Mr. Cannon said there is a solution for the Olive/Spoede issue and they will attempt to include it the report.

Ms. Whitney Kelly, City Planner, said in order to proceed with "PRD" rezoning the commission must find eligibility in that this project cannot be approved any other zoning district within the city and it fulfills the purposes of the planned zoning districts section of the code. Ms. Kelly then stated the criteria. Ms. Kelly then stated the application does meet all criteria.

Mr. Faron asked for clarification of the density in Briarcliff. Ms. JoAnn Lewis, 1002 Wilton Royal, said it was 8 units per acre, there are 277 units in Briarcliff.

Mr. Faron asked if decreasing some of the Carriage House units was an option. Mr. Goss said he did not know if eliminating units is the answer, but there are some variations that can be explored, i.e. elevations or moving garage units.

Mr. Paul Langdon, Director of Community Development, addressed the question about where the city envisions this area. Mr. Langdon said the Comprehensive Plan encourages development in this area, it was named Commerce Center, and it is to be a commercial hub. Mr. Langdon stated the plan encourages more development of this area to provide more services and have more functionality that supports the Life Sciences industry.

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 continue application #13-042, the rezoning and site development plan for Terra West Planned Residential Development to November 4, 2013, to allow for resolution of issues, review of the traffic study, and preparation of a draft PRD ordinance. Mr. Pullium seconded the motion with the resultant vote as follows:

Mr. Rovak – aye
Mr. Pullium – aye

Dr. Barton – 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 10:35 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, OCTOBER 21, 2013

7:00 P.M.

APPLICATION NO. 13-042

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

CHAIRMAN MADDEN: Like to call to order the Planning Zoning Commission Meeting for the City of Creve Coeur, Missouri, for Monday October 21st, 2013.

We'll start with roll call.

I don't see Dr. Barton.

MR. LUMLEY: He's right here.

CHAIRMAN MADDEN: Oh, Dr. Barton? Now I see you.

MR. LUMLEY: I was hiding him.

CHAIRMAN MADDEN: Dr. -- or Mr. Faron?

MR. FARON: Present.

CHAIRMAN MADDEN: Mr. Howard not here.

Mr. Pullium?

MR. PULLIUM: Present.

CHAIRMAN MADDEN: Mr. Rovak?

MR. ROVAK: Present.

CHAIRMAN MADDEN: Carl Lumley, our City Attorney?

MR. LUMLEY: Present.

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

MR. LANGDON: Present.

CHAIRMAN MADDEN: Whitney Kelly, our City Planner?

MS. KELLY: Present.

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

MS. LOWERY: Present.

CHAIRMAN MADDEN: That'll move us to D, a Public
Hearing.

Okay. It's Application No. 13-042: Rezoning of
10545 Old Olive Street Road to a Planned Residential
Development District and Site Development Plan Approval
for a 182 unit residential commercial development.

Anybody that may be speaking on this, please
come up, you need to be sworn in.

Okay.

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

CHAIRMAN MADDEN: Okay. You can all sit back
down. We just wanted to get that done, so it'll be
quicker later.

Brad Gross.

MR. GOSS: Goss, G-O-S-S.

CHAIRMAN MADDEN: Goss, you're right.

State your name and address for the record,
please.

MR. GOSS: My name is Brad Goss. I represent
the applicant in this rezoning proceeding. My address is
120 South Central, Suite 700, St. Louis, Missouri 63105.

Mr. Chairman, we are requesting tonight a rezoning of the Hamilton Christian Church property from Mixed Zoning of an R3 Zoning and General Commercial Zoning to a PRD, Planned Residential Development Zoning, under the Creve Coeur Zoning Ordinance.

We're proposing a mixed-use project consisting of 182 residential units and approximately 4600 square feet of commercial space.

I have a series of slides I just want to take the Commission, the public through to orient folks to the project and explain what we're planning to do.

This first slide shows the location of the project, which is in the center of the slide, and you can see it fronts on Old Olive Boulevard, and this slide will show you the terminus of Old Olive Boulevard at Lindbergh and then its other terminus at Olive Boulevard.

This is a slightly closer view of the site, and what you're seeing is Old Olive Boulevard from Guelbreth down to Olive Boulevard, again, our site is in this location here. The AMC Theater complex is here. Briarcliff Subdivision here; Willow Brook Subdivision here, and then we have some residential duplexes and also some medical office duplex directly to the east.

Simply another aerial view of the site.

Again, you can see a better view of the

Briarcliff Condominium multifamily development. Willow Brook down in this location here. Hamilton Christian Church here. And then at the very top of the picture you can see the medical duplex office building and then, again, the AMC Theater project, Olive Boulevard in this location with Old Olive terminating into it.

VOICE: Could you speak up a little?

MR. GOSS: I will.

VOICE: Thank you.

MR. GOSS: The next set of slides that we're -- I'm going to show you are designed to create a 360-degree view of this site. This first photo looks directly at the Hamilton Christian Church looking due north, and we're going to move westerly around the site in a 360-degree circle through the photoset.

So if we're looking at this picture now, and you think about a clock, we're looking at six o'clock and we'll be moving around the clock up through nine o'clock, midnight, et cetera.

This site -- this slide looks at the site from the southwest over the Waterway Carwash, which is in this location here, and King Henry Court, which provides access into the Briarcliff Subdivision project site again as in this location.

This picture is looking east from Briarcliff

Condominium, and then you can see King Henry Court in this location here. Briarcliff is in this location. The Waterway Carwash is off the screen, so you don't see that in this picture.

And, again, you can see there's a fair amount of vegetation, tree buffer with the -- between Briarcliff and the project.

This slide's looking at the northwest corner of the site. Looking back across to the southeast, you can see Briarcliff on the lower portion of the picture in the right -- lower right-hand corner. Willow Brook is behind us, and that's off screen in this location down here. These trees are on our site.

This slide, again, is giving you a view from the Willow Brook Subdivision, now you're looking up at the site, so you're looking due south from the Willow Brook Subdivision, which is down in this location on the slide.

Again, this is another view of the northern side of the project looking from the Willow Brook Subdivision. These trees on this location here are on the site itself. There's about two acres that we are not disturbing as part of this project.

This is the northeast corner of the site, and you're looking southwest across the project site, and you can see the duplex building's here in the lower part of

the screen and the medical duplex building here that's immediately adjacent to the Hamilton Christian Church.

This picture is taking us back almost to the beginning. Again, you can see the eastern boundary of the property, the medical duplex building, some of the residential duplexes, Willow Brook back in this location, Briarcliff back over here, and we're looking directly at the Hamilton Christian Church. You can see the eastern most access to the Hamilton Christian Church and Old Olive Boulevard in this location.

What this picture is showing you is the Mixed Zoning on the site. The cross etched area here is General Commercial, that's 200 feet in depth. The balance of the site in this location is an R3 Zoning. When this was annexed into Creve Coeur, the City never rezoned it. They left the county zoning in place as an R3, kind of placeholder zoning, because the Christian -- Hamilton Christian Church was going on the site.

Show you what the zoning is from the Creve Coeur zoning map. You can see to the south and east is General Commercial. That's this red area. Our site is right here. It's partially General Commercial, partially R3, as I mentioned.

You know, the Briarcliff Condominium is to the west. That is a mix of R2, PEU and R6 zoning in the

county, again, it wasn't rezoned to Creve Coeur's specifications.

Then the Waterway Carwash, which, again, is a General Commercial. And then to the east, the medical duplex building, General Commercial, and then you have residential to the north of Willow Brook, which is R2 and R3 Zoning in St. Louis County.

So we have a mix of zoning that's around us, commercial, residential, multifamily mix of uses.

And with respect to the site plan, what we're proposing, as I said, is a Mixed Use project with 182 units, the -- of housing.

The units will consist of one and two-bedroom apartments. There are 128 units in the main building in the center of the site. There is also -- which is a four-story building.

There's a commercial and residential building up front of the site. This is Old Olive Boulevard, and the -- this building is a five-story building. The lower level consists of about 4600 square feet of commercial space, then a clubhouse facility here in this portion of the building, and then four stories of residential units above.

There are also some five Carriage House buildings, which have two units of residential housing in

the second story and then garages below. And that's on the northern perimeter of the site. This is looking north.

The overall site consists of 8.05 acres. We're proposing 330 parking spaces for the site, which meets the requirements of Creve Coeur. Those are -- the parking is being provided with a mix of parking spaces from upper parking spaces to garage parking. These are garages in this location. These are canopy parking spaces. And this building has 30 parking spaces that is garage parking within the building itself. There's tuck-under parking for this building, for the residential users in this building, and then the Carriage House units, as I mentioned, that have parking underneath, and also the garages here with parking and some canopy parking.

So, again, we have 330 units of parking -- or 330 parking spaces provided for the project.

With respect to storm water, we are providing for on-site detention with the project. There will be two underground storage tanks for detention. One will be in this location here, the other is in this location here. Those storm water detention requirements of MSD will be met. We are required to detain the storm water on site and not increase the flow or increase the rate of flow, so we're not allowed to worsen the condition of storm water

coming off of this site.

And, in addition, we will have to treat the storm water, which currently, of course, is not being done, so we will have to provide water quality measures to meet the current MSD requirements.

Again, as I mentioned, the retail component is 4600 square feet in size. What we'd expect is some kind of service business, coffee shop, you know, Edward Jones, a yogurt shop, that kind of service business that will be an amenity for the residents who are living in this community.

Our floor area ratio is .55 and our site coverage is 59.6 percent. Both of those requirements meet the Planned Residential Development requirements of the City of Creve Coeur.

There are two entrances to the site. They're both, basically, in the location of it's presently on the site. This location's shifted slightly, but not much, from where the current location is with the Hamilton Christian Church.

The eastern most access provides access to the commercial building in this location. So there's commercial parking here, and they will be able to access that. And then cars, as well, will be able to come through and -- for parking and for the residences in these

locations.

There's a gate at this entrance to the site, so this is a gated community.

Similarly, on the southwest portion of the site with this entrance, again, we have a gate, so it's a gated entrance back into the interior of the site, and there is some, again, a parking component, parking spaces here for the commercial building.

The clubhouse, as I mentioned, is in this location of the commercial residential building. That clubhouse will contain a coffee bar, a business center, an exercise facility, and then it will have access to the swimming pool that lies between the clubhouse and the main residential building.

We have taken cross sections of the site to demonstrate that we are meeting the site plan requirements of the City Ordinance, and we are in compliance with that.

In this elevation you can see this here is 795 feet, that is the location of the current steeple of the church. That's currently a 795 elevation. Our building's not come up to that kind of elevation, not nearly that high.

Again, just to give you a better sense of the site, this is looking north. The vegetation that's on the edge of the site, on the edge of the parking lot.

This picture's of the northwest corner of the parking lot, again, with the tree cover that's adjoining that part of the site.

Again, another shot from the parking lot that's looking north towards Willow Brook. This picture is from Willow Brook down Fawn Ridge Court looking up toward the property. You can see that these trees back here are on our property and those would be remaining on -- in the lower portion of our development.

I do have a tree plan that I'll be able to show you in terms of what's being removed and what's being kept.

This picture is showing you the view from Charlton Way looking east onto our property from the entrance into Briarcliff.

Briarcliff has changed its condition since the last time I was here. They've built a substantial retaining wall. This is a picture of the retaining wall that Briarcliff has installed on their site. You can see it's at least three courses high.

Give you a couple views of that retaining wall and what Briarcliff and Chance (phonetic) are looking into. So these are the back of the Briarcliff units, and they're looking into this retaining wall in this location and then up here, these trees are up on our site.

And this is another view of the retaining wall for the Briarcliff Condominium project.

With respect to that retaining wall and what you see if you're at the front of the units in Briarcliff, this is the retaining wall in back, kind of see that through the photograph in front of this unit looking back on King Henry Court.

This picture, again, taken from Briarcliff, you can see here's the church steeple in the background. That's why we showed you that shot. Give you idea that's the 795 elevation. These trees are on our site and will remain.

We have prepared a lighting plan for the site, again, this is Old Olive Boulevard and the building of the site, the commercial and residential building. We do meet and will meet the requirements of not having greater than 1-foot candle at the perimeter of our site.

The staff report did note that we, in one location down near Waterway, I had a measurement of 1.3 foot candles. We will adjust that. I want to make sure we're in compliance with the 1-foot candle standard.

Also, the lighting fixtures will be the downcast fully shielded lighting fixtures as in compliance with Creve Coeur's Ordinance 405.680.

With respect to the tree cover on the site, the

dark area are trees that our plan provides for us to maintain.

There are some trees that are being removed. There's some trees in this area here that are coming out. But this -- these trees will all remain and will provide a buffer for the folks to the north and Willow Brook, and we had provided, in our plan, that our trees would remain on our site as well.

With respect to that tree preservation, basically, our plan was providing the 44 percent of the trees on the site would remain. That's equivalent to 1.6 acres of trees, forest area, that's remaining on the site.

We have provided a landscape plan to the City that's providing for a mix of trees for the site, shade trees, flowering trees, and as well as evergreens and evergreen shrubs in various places on the site.

The staff did note a couple of comments with respect to some landscaping where they wanted us to improve that, particularly in the northeast corner of the site, we're mindful of that, we're happy to meet with staff and work with them on those landscaping questions.

With respect to the elevations for the buildings in this project, they're going to be mix of building materials.

Building One is going to consist fiber cement panels, stucco, as well as brick and metal panels. There are a number of variations to the facing of the building, so that you're not going to see kind of one uniform face, and that'll provide some architectural interest and variety to the base.

You can see on this east elevation at the base, the garage -- garages for the building itself and then balconies to the residential units.

With respect to this east elevation, what it would be facing into would be other buildings on our site. This is the central building on the site.

The north elevation of the main building, which consists of 128 units of housing, will appear in this manner and it faces Olive Boulevard.

West elevation, again, is parallel at the east elevation, and it's the same architectural materials that are being provided, brick, stucco and fiber cement panels, as well as metal.

And the south elevation, and I'm sorry, I misspoke, when I said the north elevation, that was facing Willow Brook. Our south elevation is facing Olive, and this is the appearance of the building as it faces Old Olive, and this will be the swimming pool, will be in this location. Clubhouse and commercial building will be

partially in front of that.

This is the second building. It's the smaller of the two buildings in terms of number of residential units. The -- this building consists of commercial on the lower level, that will be facing Old Olive Boulevard, and then residential above.

Again, you're going to have a mixture of bricks, stucco, fiber cement and translucent panels in this location here, which will provide architectural variety for the building.

The east elevation for the building continues, the same building materials, and this will be the elevation that would be facing out towards the medical duplex and the residential duplex buildings.

This elevation showing the north elevation of Building Two. You can see the tuck-under parking for the residential units above and some access here to the clubhouse facility.

And, finally, our west elevation, which is elevation that faces Waterway Carwash, will, again, continue that same set of building materials as consistent with the rest of the building.

With respect to the Carriage Houses, again, those are two-story structures. You have parking on the lower level. They consist of brick on the lower level and

then stucco on the upper level, and so you have residential above, two units of residential housing in total above the Carriage House, so one unit in this location, one unit in this location.

We do believe there's a need for this project. We have discussed this with folks in the life science industry. We do have a letter of support from the Danforth Plant Science Center. They have a need for housing for folks who are coming into the communities working in the life science industry.

They tend to be folks who are coming in for a year or two years. They don't want to buy a home, so they have a true need for this kind of housing.

The rents for this housing are significant. They're going to start \$1100 and go up to \$1800 a month.

In order to put that into perspective, in order to qualify for these units, in order to be able to rent one, you'd need to have a disposable income of around \$85,000 a year. So we're talking about people who are professionals, and who are not people who are college students or people who are, you know, starting out.

These are people who are established and are looking for some kind of housing that allows them to move into the community and then move out of the community and, you know, be members of the community while they're here

in quality housing.

Our client is a St. Louis company. Their projects are ones that they have built and held. They have a project at Patterson Court and a project at Polo Downs, which they've owned for over twenty years in each case. So this is not an absentee landlord. They're somebody who invests in the project and has a commitment to the project.

As well, Altus has an interest in this project, as you know, they have the AMC Center project, so they have a significant property stake in this neighborhood and this area and a commitment to making a high-quality project.

With respect to the public benefit, which is a component of the Planned Residential Development that we are requesting, we believe that what we are doing is revitalizing this corridor along Old Olive Boulevard. That's called for in your Comprehensive Plan. And Comprehensive Plan, when it was last prepared, noted many years ago, that this corridor needed a boost and needed some revitalization, which has not occurred.

We also believe that the housing that we're providing this area to serve the life sciences industry and being a different kind of housing, it does provide for a needed component for the City of Creve Coeur that's

different than the kind of housing that you currently offer.

And, again, as I said, it will serve the life sciences folks, and provide some services in the area with a commercial component.

We're also going to be improving the pedestrian access for this corridor, as we are putting in a crosswalk that makes sense, at the southwest corner of our property crossing over into the AMC property and then continuing the sidewalk across our property along Old Olive Boulevard to the terminus of our property. So pedestrian access will be improved overall.

Furthermore, we've met with MoDOT. We had conversations with them about improving pedestrian access in the area, and they are supportive of the ideas that we've discussed with them.

As part of that as well, we talked to them about moving the bus stop that is currently up at Willow Brook, moving it slightly to the west to our corner of the property and improving that bus stop with enhanced materials to improve its image and look, so that it will help improve the streetscape and corridor, again, along Old Olive Boulevard.

And we would suggest that all of those things do provide a public benefit that is meeting the requirements

of the Planned Residential Development Ordinance.

We have done a preliminary study with respect to traffic issues. We've met with MoDOT and had a scoping meeting with respect to that study.

And Lee Cannon from Crawford Bunte Brammeier is here with me tonight, and he can supply you what he has analyzed to date.

We have taken the various traffic counselor to various intersections, and that's something that I'm going to ask Lee come to the podium and he can just update you as far as that's concerned.

MR. CANNON: Good evening. And for the record, my name is Lee Cannon. I'm a professional traffic operations engineer with Crawford Bunte Brammeier.

As Brad mentioned, and as you may well know, Old Olive is under the jurisdiction of MoDOT, so we've recently held a meeting with City staff and the Missouri Department of Transportation to talk about traffic issues in this general vicinity.

That study is currently underway, and we -- so we don't have any conclusions and findings for you this evening.

But suffice it to say, we're going to look at the traffic impacts from the additional development of this site, as the apartments with the small retail

component. We're going to be addressing, as requested by MoDOT and the City staff, the intersections from Olive, all the way around to Willow Brook intersection, as well as the site access points and looking at traffic conflicts and traffic flows.

That roadway through there is oversized today. It -- it used to be part of the original Olive alignment, and as Olive was re-aligned, it's now Old Olive. So there's plenty of pavement there to handle the cars that utilize that roadway.

What we're going to be investigating is whether there's a need to, say, stripe it, left turn lane or right turn lane at the driveways, and to reduce any potential conflicts for turning cars out of the driveways, either adjacent or across the street.

And, as Brad mentioned, one of the focuses of the traffic study is also going to be improved transit and pedestrian connections along Old Olive, as there are not currently sidewalks along that, what I'll call the northwest side of Old Olive. So, basically, tying the pedestrian connections that have been -- that have been started by other re-development projects in the area, continuing them on around the curve towards the Willow Brook intersection.

And we are supposed to have something available

for your consideration at the next scheduled meeting, as far as a report for you to review that will also be turned into MoDOT for their review.

MR. GOSS: There is one thing that I need to do to supplement what I prepared with my presentation.

Since we took our photographs and we've taken the aerial photos, the -- we discovered that in connection with the project, the retaining wall project, that our property was trespassed upon and 25 feet, probably about 11,000 square feet of property, I had trees removed from it.

So as a consequence, what you're seeing here is the retaining wall, and you can see, literally, this is -- this is the light standard on our property. We did have a 25-foot buffer that extended into this area. So we don't have quite the tree buffer that, you know, that we had planned, as it related to Briarcliff Condominiums, but that was not something that we created.

Our plan called for retaining all of that, but in the interest of making sure that I'm being clear for the record, we have lost some of our tree buffer, but that is not because of our project, so it's something that we could not control.

I'll be happy to answer any questions that you might have.

CHAIRMAN MADDEN: Any questions? Yes.

MR. PULLIUM: I -- I mean I think I understand what you have just told me.

My question to you, and I've read the report, and it says that along the western and northern boundaries, the tree buffer is being largely maintained, and I'm not sure what that means in terms of scope, and -- and you've just now told me that part of your buffer on the western side that did exist and is on your property, had trees on it, those trees have been removed.

MR. GOSS: Some of them have, that's correct.

And we did not do that, and we did give permission for it, so as to that condition, that is not something we created. That was created in connection, I assume, by the contractor retained by Briarcliff Condominium.

Obviously, we'll be looking at that and seeing what we can do in terms of our site, we'll probably be having a conversation with that contractor to figure out why he thought it was okay to do that. Because if you do look in the materials, what we've provided is that we were going to preserve those trees along that western boundary, and those trees are fairly substantial in height.

You saw the pictures that I -- that I showed you so.

MR. PULLIUM: I've walked that boundary, both on your property side and on the -- the street, Briarcliff.

MR. GOSS: Uh-huh.

MR. PULLIUM: What you're telling me is what I -- if I walked it today, it would be different?

MR. GOSS: If you -- yeah, if you walked on -- particularly on -- if you went on the edge of our property, it is our property, what you would see is some of those trees have been removed.

So I mean we'll be looking at that and trying to figure out what we can do to restore that. But this, what we had shown here, this was encroached upon, you know, we -- that is our property, and we have provided for that to remain intentionally so, so we'll have to look at that and see what we can do, and I'm sure we'll work with staff and we'll be talking with the contractor.

MR. PULLIUM: Thank you.

CHAIRMAN MADDEN: Is the wall on your property too, is that a new wall?

MR. GOSS: No, the wall is not. The wall is on Briarcliff's property --

CHAIRMAN MADDEN: Okay.

MR. GOSS: -- and back here. And Briarcliff did have -- some of this property is theirs. Some of that slope was Briarcliff's property.

But, you know, the contractor just, you know, went too far. It may have been because he was trying to put geo-grade in for a wall. I don't know. I mean that's speculation on my part. But I do know that we scaled it off and we were surprised at what we found.

CHAIRMAN MADDEN: Mr. Faron.

MR. FARON: Okay. Is there any indication that there's going to be replanting there or kind of a remediation of that area whatsoever?

MR. GOSS: Since we were not told that they were doing it, we don't know what the contractor's planning on doing.

As I said, we'll have that conversation. But, again, our intention had been to leave that vegetation in place. So, you know, I don't know if it's -- you go in and plant some sycamores or something that's rapidly growing. I'm not a arborist. So what -- what's the appropriate kind of solution for that, I'm not sure. I know that we intended to have a buffer.

MR. FARON: So I did go look at this property back when this first came before us. There was a tie wall there and it was somewhat failing, and they just decided to put like a retaining Versa-Lok wall there, apparently, tiered.

MR. GOSS: Yeah, they put that three-tiered

block wall, that is correct. And that is on their property.

CHAIRMAN MADDEN: Anybody else?

MR. FARON: Thank you.

CHAIRMAN MADDEN: Okay. Why don't we start with the people in the audience here tonight.

Now, let me just -- you get three minutes, but if somebody has said what you're going to say, then just pass, okay?

I'll call the ones that have names on first, and then if there's more of you that got sworn in, then we'll -- you can come next.

Craig -- Craig Dobkin.

MR. DOBKIN: Hi. My name's Craig Dobkin. I live at 104 Pebblebrook Court. It's unincorporated St. Louis County.

I'm one of the trustees for Willow Brook Subdivision, which actually borders where they're going to be putting their development, and we wanted to express some of our concerns.

First of all, right now there's an issue on Old Olive Road. I don't know -- I don't know who -- what jurisdiction it falls under, as far as St. Louis County or Creve Coeur, but there's a major -- significant traffic issue there right now where it's very difficult to make

left turns out of our subdivision.

It's also -- just a lot of traffic cause there's businesses there, there's -- Olive, Old Olive is populated with stuff. So that was one of our main concerns.

Also, our subdivision seems to be a cut-through, and we're very concerned about the traffic that that's going to cause.

People are supposed to be using Guelbreth as opposed to using our subdivision, but for some reason they use our subdivision, and it causes an awful lot of traffic, and we don't know how -- we don't know -- our expectation is when this development starts, is this going to cause a lot more traffic on Willow Brook and our subdivision as well as Old Olive?

The other concern that I have is, while a lot of our properties actually back up to where this development is going to be, and we -- living in the subdivision I live in, I moved in there because of the nice beautiful nature, trees everywhere. A lot of that's going to be cut down.

And there's concerns, you know, you move in there because you have the forest next to you, it's nice, it's beautiful, now you might be seeing a concrete wall.

I guess that's all I have cause I'm sure other people will bring other concerns as well.

CHAIRMAN MADDEN: Okay. Thank you.

David Caldwell.

MR. CALDWELL: David Caldwell, 257 Brooktrail Court.

I was just want to speak for a minute or two about the concept public benefit.

Back when the PRD was studied and approved, this was a lot of discussion, and I believe that the intent of public benefit is -- it's very subjective, but I think it's worthy of a lot of discussion on this project.

It's not intended, to my -- my understanding, to be simply be putting a sidewalk in front of your property.

We've heard a little bit tonight about a crosswalk and the bus stop and so forth.

Whether or not that fulfills the public benefit mandate is subjective, and I think should be thoroughly discussed.

There's an elephant in the room here, and that is we hear that, well, this is a great -- this and the other, and the Vanguard project are great projects because they're close to the biotech center, the Danforth Center.

However, this project and the Vanguard project, at the end of the day, there is no sidewalk from Old Olive to the Danforth Center, and there will not be when these projects complete all of their plans.

So that puts a -- kind of a damper on the

concept of, well, the pedestrian -- the pedestrian improvements are a big deal because the people can walk to work. Well, they can't walk to work. So that means that the traffic is going to be heavier.

Then you come back to the fact that there's no entrance ramp. They're talking about sliding the traffic only to Willow -- only to Guelbreth. But one of the problems is there's no entrance ramp from Old Olive south to -- south on Lindbergh. That's a MoDOT issue, not a Creve Coeur issue.

There are a lot of -- the biggest room in the world is for improvement, and this certainly has it in terms of improving the traffic flow around there, whether it meets, you know, A, B, C, D, E or F, I don't know, but there's certainly a lot of room for improvement, and I would like to hear a lot more from -- about what MoDOT has to say about improving this over time.

And there's an opportunity here for a substantial joint project between these developers and the City and possibly MoDOT, and that goes back to the flyover project, which if you could really create a walking path from this area to Danforth, it would cut down on -- on traffic and it would really provide a pedestrian corridor there, which does not exist.

So I think that there should be a lot of talk

about these projects making a contribution, along with the City, to creating a true pedestrian corridor there.

CHAIRMAN MADDEN: Thank you.

JoAnn Lewis.

MS. LEWIS: I'm JoAnn Lewis. I live in Briarcliff Condominiums.

I've lived there since '95. And we own a condominium on Old Olive, Carriage House up there. We own one.

So I'm quite upset about all of this. I'm worried about water runoff because Briarcliff has had problems for years. We finally figured out how to stop the water coming in my basement about six years ago, but there is water, because there's a hill in Briarcliff, and there's drain draining, you know, it drains into there.

So I'm really concerned, even though we're doing that retaining wall, they're still working on it up there, you know, behind the church. I don't know how much -- I'm not an engineer, I don't know how much that's going to help. I'm concerned about that.

And I don't think it takes much of a study to go up to Bread Co and try to turn out on Old Olive. You don't have to have a lot of studying done. Just go up there a few times a day. I do because I live there, and I turn out. It's tough. I mean it's tough now. And then

you get 300 more --

VOICE: Four times as much traffic now as when they put --

CHAIRMAN MADDEN: Ma'am -- ma'am, if you want to talk, wait till we call you up, okay, cause we record everything.

MS. LEWIS: So then we're talking about maybe 300 more cars or maybe less, I don't know, it depends.

So these things are obvious probably, but -- but they're really upsetting to me and I'm concerned about them.

I had something else, but I'll just say, Go Cards.

CHAIRMAN MADDEN: Okay.

Alan Rudolph.

MR. RUDOLPH: I'm Alan Rudolph. I live at 84 Pebblebrook. It's in Willow Brook Subdivision.

Right now there's 219 homes in the Willow Brook Subdivision between Old Olive and Schuetz, 219 family units. And this project alone could almost double that. And it just doesn't seem like that -- that the density is -- it just seems like excessive density to me.

I'm concerned about the increase in traffic. I -- I know others have said this, I'm going to repeat, that we already have a -- already people are using Willow

Brook Subdivision as a cut-through from Old Olive to Schuetz, and I can -- if this project is built, I can only see that increasing, unless some measure is taken.

I would like to hear some proposal that would mitigate that problem. If -- I can see that this -- this -- this project could -- may be beneficial to Creve Coeur, but I can't see any benefit to Willow Brook or Briarcliff, unless, you know, some of these ideas, the gentleman about the pedestrian corridor, I think is a good idea, I mean, but I'm more concerned about the increased traffic, increased noise that that'll bring.

And I would like to hear some idea about how that can be, assuming the project goes forward, what could be done to -- to -- to lessen that problem.

What else -- and as far as the benefit to the Danforth Science Center, is Danforth Science Center in Creve Coeur?

MR. LANGDON: Yes.

MR. RUDOLPH: Uh-huh. Yeah. Well, I think that the Danforth Science Center can provide -- can find housing for these people. They have enough -- they have enough funds to do that without impacting subdivisions. They -- they can -- they can direct their people to buy houses in Willow Brook or Briarcliff.

CHAIRMAN MADDEN: Thank you, Mr. Rudolph.

MR. RUDOLPH: Is that time?

CHAIRMAN MADDEN: Yeah.

MR. RUDOLPH: Huh.

CHAIRMAN MADDEN: John Reinwart.

MR. REINWART: My name's John Reinwart. And I'm at 212 Stoney View Court.

We're at the corner right here of the project that's going on.

We currently are having quite a bit of water runoff that comes through the dry creek coming down through here.

From what they're talking about doing is they're going to put a 22-foot retaining wall back here. I'm concerned that when they remove all the current vegetation, we're going to have considerably drainage and flooding through our backyard.

We're having it and along our street along Stoney View Court, everybody else is having the same situation.

So I mean if they do take it -- they're talking about leaving some vegetation, but they're also, from what I understand, they're going to be removing from here and building this area up.

When you're going to have that much -- when we have heavy rains, I can see a lot of flood -- flooding

coming through our house, our backyard and that.

I have another concern in that if you look here, I think they're talking about tapping into the current sanitary -- sanitary sewer system, which also will run right through our property as well.

I'm concerned about how that's going to affect everybody else in our -- in our subdivision, cause you're talking about 182 apartments flushing at the same time, what's that going to do to our area, so that's my concern.

CHAIRMAN MADDEN: Thank you.

MR. REINWART: Thank you.

CHAIRMAN MADDEN: Evelyn Maylath.

MS. MAYLATH: I live at 115 Willow Brook, and I'd like to take off where he left off.

CHAIRMAN MADDEN: Could you state your name first.

MS. MAYLATH: Evelyn Maylath.

CHAIRMAN MADDEN: Thank you.

MS. MAYLATH: As far as the flooding is concerned. I've been in Willow Brook probably longer than anyone here. We have had people in the Willow Brook empty their swimming pool, it come up in my basement.

At one time, and the sewer district told us that it was caused because of all the new buildings and all the asphalt and all of the concrete that they're going to be

putting in; that there's no surface drainage left, and we all know what rolls downhill.

I've had it in my basement, and I imagine there -- I know at least five other families in Willow Brook who've had -- just in the area in which I live in, who've had this problem.

In the '70s they came in, MSD finally did, tore up Willow Brook and put two huge 5-foot culverts under it, in addition to the one that was there. This was done in the mid '70s.

Now, today if there is a downpour, in about twenty minutes cars will flood out at Willow Brook and Pebblebrook right now.

Now, you can stand up here all night and you can -- and they can tell me how they're going to take care of this problem; how they're going to prevent it, but seeing is believing, and right now I don't believe.

And when you've lived through it as many years as I have, you wouldn't either.

And you're putting up -- they're putting up something like 380 or something different units and some of them are apartments, I understand.

Right now we have people going through our subdivision, cutting through and throwing their trash from McDonald's and Burger King and -- and the Bread Company,

and every place else on our front lawns.

We have them speeding through. Night before last, I saw two, about 11:30 at night, they didn't even tap their brakes at the stop sign.

And I'm sure I'm not alone. Other people here have seen the very same thing. And this is going only to continue to get worse, not better.

And this is what the people from Willow Brook and Briarcliff came to hear tonight, not an hour on your golf course, excuse me, but I think the people that were here deserve just as much attention as they did.

And when you said you thought that you all should hear your people first, these people work. I've been busy all day, yet I sat here this evening because I wanted to say a few words.

CHAIRMAN MADDEN: Okay.

MS. MAYLATH: But I've said -- had my say.

CHAIRMAN MADDEN: Yeah, and you've been here all night --

MS. MAYLATH: Yes.

CHAIRMAN MADDEN: -- and so have we. We've all worked all day, we've been here all night, and that's the way the agenda was set up.

MS. MAYLATH: So have we all. So have we all.

CHAIRMAN MADDEN: Yeah, I agree. Okay. Thank

you.

MS. MAYLATH: You're welcome.

Jo Ellen Reinwart.

MS. REINWART: Hi, I'm Jo Ellen Reinwart, and I live at 212 Stoney View Court in Willow Brook Subdivision. I'm a trustee as well.

I just want to make sure that you all remember that there's going to be that other apartment building that's going to also have the 200 units, and I'm really emotional about this, the other 200 units down the street, so we're talking about the 400 units that are impacting our neighborhood.

I also want to make sure that MoDOT knows that we want to see that traffic study with that cumulation, not just 183 units. We want to make sure that, you know, that we don't have anything over two stories on that street. That we don't want to see anything over two stories on that street, and we hope we never do, but we know that property's going to get developed. I'm trying to get my act together here. But we just want to make sure that some green stuff stays. We do have that common park there. I don't know where 400 people are going to take their dogs to walk and take a crap, to tell you the truth. Sorry to say it that way.

Anyway, get back to the thing at hand here. We

didn't mention here that if we're taking over --
56 percent of the trees are going to be removed there.
That's part of the problem, there's not going to be any
trees left. The trees that are going to be left are way
in the back of the property here. And, again, the
property right now, the church didn't even make anything
past that property line there because all of that goes
drastically down, so they have the church up in the front
and all that property back here should be left green
because it's a gully. It's a gully washer. It's green.
It's nature. It's where the dogs and the cats and the
squirrels and everything else roams.

But I don't know how they're going to manage to
get a wall right there without killing some of these trees
right there to build that 22-foot wall. I don't
understand how they're going to drop that down without
killing those trees.

And when they start doing that, what's going to
happen to the rest of the animals and the rest of the
greenery that's left in our subdivision? That's a really
big concern of mine.

I know the development's going to happen or
something's going to happen, but back up here, back to the
church, I don't know why these carriage houses have to
happen. This is where that wall is supposed to happen. I

might have this turned around. This is where that wall is supposed to happen -- or this is where the parking lot ends, and this is where that wall's supposed to happen.

So I just can't imagine why we have to have so much density and so much height in that small part.

CHAIRMAN MADDEN: Thank you.

MS. REINWART: Thank you so much --

CHAIRMAN MADDEN: You're welcome.

MS. REINWART: -- and apologize for the tears.

CHAIRMAN MADDEN: You're welcome.

We don't -- we don't clap and boo and cheer. It doesn't sway anybody, and it just slows us down.

Okay. That's all the cards I had. Was there anybody else that got sworn in that hasn't spoken yet?

MS. FREEMAN: Can I -- I was not sworn in.

CHAIRMAN MADDEN: You have to come up -- well, you can come up and get sworn in real quick. Come up and get sworn in real quick.

MS. FREEMAN: I have something that nobody has mentioned.

CHAIRMAN MADDEN: Okay. Well, first you've got to get sworn in.

(Speaker sworn in by the court reporter.)

CHAIRMAN MADDEN: Okay. Please state your name and address.

MS. FREEMAN: Okay. I'm Ann Freeman, and I live at 123 Brookside Court in Willow Brook Subdivision.

I -- it's a -- I guess what I want to say is that it's a family-oriented neighborhood. We have children; we have school buses. Willow Brook Elementary School is one of the best school systems in the Pattonview -- Pattonville School system.

I'm concerned with children walking to the bus stop with the traffic that is going to be going through Willow Brook. We have a traffic problem now.

Police -- the St. Louis County Police officers are there on Brookside Court because people do not stop at the stop sign, and they are there when school starts in the morning and in the evening to be sure that -- to protect the children in our subdivision.

And I have a real concern for these children with this development going on.

That's all I had to say.

CHAIRMAN MADDEN: Thank you.

Mrs. Rezny.

MS. REZNY: Linda Rezny, 104 Graeser Acres.

Unfortunately, my computer would not download their drawings, and so some of my questions, fortunately, have been answered. But what wasn't answered for me was what is the landscaping and the view from the east side?

What are people who live -- who currently live on that east side going to be able to see?

And I've now seen where -- where these trees are going to be cut. That was one of my other questions.

Will anyone be able to see your buildings from their houses? Will your residents be able to look in -- at the windows of their neighbors, and could the traffic study go all the way down Old Olive to Lindbergh, so that it includes all the people who are going to be impacted on Old Olive?

CHAIRMAN MADDEN: Yes, ma'am.

VOICE: I haven't been sworn in. May I speak?

CHAIRMAN MADDEN: You come up and get sworn in real quick, will you please.

VOICE: Quick as I can.

VOICE: May I get sworn in also?

CHAIRMAN MADDEN: And is there anybody else that's going to speak that hasn't been sworn in?

VOICE: Thank you for making --

CHAIRMAN MADDEN: Wait a minute. And this is it then? Anybody else?

Go ahead.

(Speakers were sworn in by the court reporter.)

MS. POWELL: My name is Mary Elizabeth Powell, and I live in Willow Brook on Stoney View Lane, and I've

lived there for 50 years.

I'm not going to say how wonderful it could be and all those things, I'm going to make two points.

One is, how many parking lots -- spaces do you have, 300 and what?

They just reported --

CHAIRMAN MADDEN: Yeah, we'll -- he'll come up and answer all your questions.

MS. POWELL: All right. They just reported 300 and something parking spaces.

We had police -- we have had county police trying for several years to give tickets to people who already come through our neighborhood. It's been a problem before we even have this, so I want to make the point that this is hundreds of people who are going to live here. It's not a few people.

I also want to make the point that the Hamilton Christian Church is now on grass and trees, and when you concrete that up, these people are all correct, that the -- the wash-off and water is going to be a serious problem because there is not the vegetation to hold up the runoff.

So those two problems alone I think should make you -- we'd very much appreciate if you would give consideration to those two problems.

Thank you.

CHAIRMAN MADDEN: You're welcome. Thank you.

Where's the other lady? Okay.

MS. HICKEY: Carla Hickey, 148 Glen Ridge Lane.

I simply have a question for Creve Coeur -- for Creve Coeur.

How does Creve Coeur envision this corner, you're north of Olive, west of Lindbergh, in twenty years? What is the longterm plan for the whole area?

Are you envisioning more commercial? Commercial wipe out Willow Brook, build shopping centers or, you know, we're just curious what?

CHAIRMAN MADDEN: Okay. Okay.

Mr. Goss, you want to come up and answer? I wrote a bunch of them down in case you missed some.

MR. GOSS: I tried to as well. Thank you.

CHAIRMAN MADDEN: Yeah.

MR. GOSS: The first speaker asked who had jurisdiction over Old Olive Boulevard. I thought I had mentioned that. That's MoDOT. That is not under the jurisdiction of the City of Creve Coeur or St. Louis County, that's under MoDOT's jurisdiction.

Obviously, MoDOT is consulting with the City and the City has input, but ultimately the decisions are MoDOT's and we have to meet their requirements.

There was a question about the number of trees that would remain, and I think I talked about that, 1.6 acres, 44 percent of the trees that were on the site.

The question about storm water runoff, again, I thought I had addressed that. We will have two storm water detention basins on site, and those storm water detention basins will be detaining the water, the storm water that we generate. The storm water detention basin, which is in the southwestern portion of the site, is not sheet flowing anywhere, in fact, that storm water detention basin, which is in this location here, actually connects to the storm water system.

We are actually tying into the storm water pipe in that location.

And with respect to the other detention basin, we're providing for the outflow for the storm water in this location here.

I think one gentleman got confused and thought we were tying into the sanitary sewer system in this location. We are not doing that. That's not part of the plan.

With respect to the storm water runoff, we are not allowed to make conditions worse. This is not the 1970s, '80s or even '90s, as this Commission well knows.

The regulations have stringently tightened up,

and we're going to have to meet those regulations.

So while I appreciate and respect the problems that the Willow Brook people may currently have with storm water coming off this site, it's pretty much coming off of all of this parking lot, and there's a lot of impervious surface here with this site.

It's coming off without any retention, any detention at all, it's just sheet flowing off the site. We're going to change that, so that instead of sheet flowing off the site, it's going to be detained and then metered out.

So, again, I think that condition will actually -- should hopefully improve itself, but it certainly won't get any worse with respect to what we are doing and with respect to the site and we can't do that.

There are a number of comments with respect to traffic.

Again, I can have Mr. Cannon come up and address those again. He's really the proper person to do that.

But his traffic study will be addressing all of those aspects of Old Olive in those various intersections and turning movements.

There was a condition [sic] by the one woman, Ms. Reinwart, who asked whether the other project that you are considering would be part of the base condition of

that traffic study, and the answer is yes. We're treating as if -- that project as if it is approved, even though it has not been approved.

That was something that MoDOT asked us to do, so that's taken into account as part of our base condition with respect to the site.

I think there might have been some confusion as to the school district. We are not in the Pattonville School District, so we wouldn't be adding any burden to that district as far as that's concerned.

And I think there was a question about the number of parking spaces. Again, I thought I addressed that, 330 spaces.

I think those are the questions that I was asked, Mr. Chairman, if there's something else that I missed.

CHAIRMAN MADDEN: I got -- I got a few more I wrote down for the people that discussed the public benefit.

MR. GOSS: Well, again, we think that the public benefit is the -- first of all, the enhancement of this entire corridor. The Hamilton Christian Church, which, you know, at one point was a vibrant church, and did have a daycare center and there was a lot of, you know, activity associated with it, clearly is no longer an

active congregation.

The entire corridor is (inaudible) and has been so since you did your Comprehensive Plan, I think it was about eight years ago, correct me if I'm wrong.

MR. LANGDON: 2002.

MR. GOSS: Is it 2002. So I was off, I mean it was eleven years ago or twelve.

And so you're not -- you haven't seen anything jump start in this area.

This project ties in with this urban corridor, which you've created on Olive Boulevard. It provides different kind of housing to this area. It does provide housing for the life sciences area needs, but it provides housing for other parts of your commercial corridor, and I think that is definitely a positive benefit. The project is a high-end project.

We are providing for improved multimodal pedestrian access. We aren't providing the solution over Lindbergh Boulevard, but, indeed, our project doesn't abut Lindbergh Boulevard. But we are incrementally improving that, and we are doing what MoDOT is requesting in that regard to provide pedestrian improvements in that area.

We also are going to provide some enhancements to the bus stop, which, again, is somewhat in the flavor of a public art kind of project, which I think the City

may be doing with another project. Again, you can correct me if I'm wrong on that.

And so we think that is also an enhancement to the area and helps improve this corridor and helps to cause some energy to happen to the corridor and cause other improvements. And so we think in total that's a public benefit. We think that's what the Planned Residential Development is designed to do, as opposed to just creating, you know, another, you know, multifamily development with low-rise housing that's similar to.

Anything else that --

CHAIRMAN MADDEN: Yeah, the 22-foot wall.

MR. GOSS: Yes.

CHAIRMAN MADDEN: Would that -- they're worried about it killing the trees over there.

MR. GOSS: The area where there are trees where that wall is being placed, obviously, are going to be removed. But we do have clearing limits, and we'll be putting that wall in in a manner to preserve those clearing limits and to preserve the trees in the area that -- that I now referred to earlier, so that we maintain that substantial tree buffer.

We want that tree buffer as badly as they want that tree buffer, so it's not something we'll be disturbing. The contractor will be told what his clearing

limits are.

CHAIRMAN MADDEN: Okay. And then the landscape and the view from the east side.

MR. GOSS: The landscape, and this was something that the City staff did comment on, so we're going to be talking further about that.

But the east side of the development, you have some trees in this area and this area as well, but you actually have some garage units in this area of the site, so in terms of, I think the question was will people be looking into the people that live in this duplex and this duplex bedroom windows or whatever windows they're looking into, and the answer is no because there aren't going to be residential units abutting those units.

CHAIRMAN MADDEN: Okay. And the other question is for Creve Coeur, so thank you.

MR. GOSS: And do you need Mr. Cannon to address any of the traffic issues further, sir?

CHAIRMAN MADDEN: Well, yeah, I've got a question for him, I think it'll --

MR. GOSS: Okay.

CHAIRMAN MADDEN: -- move us along.

MR. CANNON: And just as I mentioned initially in my comments, that this is a work in progress. Don't have any --

CHAIRMAN MADDEN: Right.

MR. CANNON: -- answers for you.

And as we work through some of our answers, we can discuss some of the, you know, open-ended issues.

CHAIRMAN MADDEN: And you are going to do the study from Old Olive at Lindbergh out to Olive, right?

MR. CANNON: Well, there's a ride-in right-out driveway, you know, it's a ride-in ride-out, there's no left turns at Lindbergh, so --

CHAIRMAN MADDEN: Right.

MR. CANNON: -- I mean our traffic study is going to -- MoDOT specifically asked us to evaluate and address Guelbreth, which is the last full intersection.

But we can look at some of the issues at Lindbergh as they relate to traffic flow coming on and off --

CHAIRMAN MADDEN: And --

MR. CANNON: -- but we won't be addressing Lindbergh traffic flows.

CHAIRMAN MADDEN: No, I'm not looking for Lindbergh, I'm just looking from Old Olive to Olive.

MR. CANNON: Yeah, most of the business -- most of the development, you know, over in this general vicinity -- that's hot, by the way, if you ever touch that -- is -- is commercial, you know, there's, in these

areas here, it's more dense, you know, the commercial -- the residential generally set back further, with the exception now of the proposed Vanguard property that's -- that's right in here.

CHAIRMAN MADDEN: And so they all know, I know it's been stated, but MoDOT's told you to assume that that is going to take place, right, when you do your study?

MR. CANNON: CBB and me, personally, we actually did that traffic study for Mr. Brasswell, so, yes, I have all that information on file, and the City staff, I believe, and MoDOT both asked us to assume that that was in there.

CHAIRMAN MADDEN: But I'm saying now when you do your study figuring both of them are going to be, say both of them get approved, how that's going to affect traffic.

MR. CANNON: Exactly, yes, what we do is we have existing traffic count.

CHAIRMAN MADDEN: Yeah.

MR. CANNON: What's the traffic today.

CHAIRMAN MADDEN: Okay.

MR. CANNON: We -- we add in the Vanguard Apartments as a baseline, assuming it's in, and then we add in the site generate traffic from this facility, and we look at the differences from one to two to three.

We actually do another analysis, which MoDOT

requests -- requires, which is a 20-year for growth rate, just to look to make sure that the viability access is, based on some linear growth of traffic expansion in the area, that the traffic access is still viable over a long period of time.

CHAIRMAN MADDEN: Mr. Faron.

MR. FARON: Since we're on that subject, and you brought it up, and Ms. Rezny's brought it up in the past previously tonight, and we're all aware of the -- the right-in and right-out at McDonald's.

Has anybody thought about providing that?

MR. CANNON: The right-in/right-out where?

MR. FARON: At McDonald's that she -- it's not in our site, but it's a similar at City Place --

MR. CANNON: Okay.

MR. FARON: -- I'm sorry. Down around City Place.

MR. CANNON: All right.

MR. FARON: But we talked about that up at Lindbergh.

If we were to provide a ride-in and ride-out at Willow Brook, I mean it would force everybody coming out of that -- out of the proposed project to go down to Guelbreth or to find some other way, so they don't turn out and go through Willow Brook.

It's hard to enforce at times. People violate it all the time on Olive. But has -- has that ever been considered? I don't know if that would be a mitigation to all the people that could cut through on Willow Brook and be forced now to go up to Guelbreth, but, you know, like you have up on -- I don't know, has -- has your team thought about that or talking with the subdivision in regards to helping them out about many of their concerns of the traffic flow through that area?

MR. CANNON: Well, the simple answer to that is no, and, you know, over time things get done in the past, and Willow Brook was made a straight road from a county road to a state road and it's a direct connection.

One of the things that we will be looking at, and addressing specifically in the report, is the potential for cut-through traffic on Willow Brook and on Guelbreth. And, my client's sitting right here, there will be additional traffic on those two roads from this project. Some.

Those roads, from a capacity perspective, have plenty of capacity. From a residential perspective, any traffic that doesn't live on those roads will be seen as a negative.

However, when we look at traffic issues we look at capacity and safety, and to some degree, the comfort

and the feeling of place and the residential character of the roadway.

However, based on the -- the traffic study that we do, we will specifically address those issues without making a change to the access, like an example that you gave, there will not be a way to eliminate cut-through traffic on that roadway, but if you make a change, that change will affect everyone. It will affect residents and non-residents.

I will say though that I go and -- I live in the general area now, and I go to the Bread Company and work at Westport, and when I do that maneuver, I don't cut through Willow Brook to Schuetz to Villa Dorado or Page or however I could, I go around cause it's quicker.

There are some destinations that will be faster, for instance, if you were going to the JCCA, you could cut through. But this facility will have its own fitness and activity centers and a pool.

If you are going to St. Richards, you know, you -- you would find a direct route. But if you're going to Westport, you probably wouldn't. If you're traveling down southbound on Lindbergh, you would probably choose to turn right at Old Olive as the most direct route.

So some trips will find it easier to cut through, but not a whole lot because there's just no real

destinations.

MR. FARON: Well, I'm just saying that, you know, if you would push them down to Guelbreth, it would probably cut down on some of the traffic through there, I mean it might be minimal, but it might be something that the community there would be for, cause most of the people coming out of there, obviously, going to go right and they might, you know, appreciate that more than, you know, the perspective of additional traffic going down that road.

Simple, you know, street addition or landscaping improvement that could help that perception.

MR. CANNON: Completely aside from this project, you know, the idea that cut-through traffic's been an issue on Willow Brook is well known. There's signs out there. It's really a county planning issue, and not to punt, but if you want to solve the larger issue, not just the issue related to this development, and how much this development might add to Willow Brook, it's a bigger issue because if you make a change, it's going to affect everybody that lives there, and there's going to be a variety of opinions as to whether that's a good change or a bad one.

And I don't know that this developer is going to solve that problem.

CHAIRMAN MADDEN: Okay. Thank you very much.

Oh, I'm sorry. I'm sorry.

Dr. Barton has a question too.

MR. BARTON: So, yeah, and I was just wondering if in your report if you would help us to understand what the motives are for the cut-through, so that every -- it can be off record if people can read it, over and above what you've provided now, so that, you know, we may have an eye to mitigating it or looking at the bigger problem, not to say that it's this developer's --

MR. CANNON: Okay.

MR. BARTON: -- burden, but to give us a broader understanding.

And also in your report, if you could help those that read it understand how -- how you determine what is local traffic and how you determine what is traffic that is coming from Lindbergh taking that road and going on to Olive, cause that is probably going to stay the same, and it's probably the largest burden of traffic on that road.

MR. CANNON: Uh-huh.

MR. BARTON: And then help us understand the incremental change that might occur with these developments, and help us to understand what percentage of that change, which I suspect is, you know, we don't know, but it helps us understand what the real true burden is of the relative to the burden that that road carries,

regardless of what's built on it.

MR. CANNON: Yes, I will --

MR. BARTON: And also --

MR. CANNON: -- attempt to do so.

MR. BARTON: Also if you could take a look as well as the impact of those people that take a right on to Olive that then have to get, cause I'm a Ward I person, that then directly try to get onto Spoeede and back up there, if, you know, part of this study, part of your report might be suggestions to try to help mitigate that problem, cause I'm quite certain it helps back up that right turn lane.

MR. CANNON: We -- we actually already have a solution for that that we worked. I don't recall if the City was involved when certain type of developers were looking at making changes along the south side of Olive, but, effectively, there's a large change that's needed, you know, along Olive to fix that close space intersection problem, which --

MR. BARTON: Okay.

MR. CANNON: -- you know, we can talk a little bit more about --

MR. BARTON: I think it would helpful --

MR. CANNON: -- in the future.

MR. BARTON: -- to have that as part of this big

discussion.

MR. CANNON: Okay.

MR. BARTON: If you could help us out with that.

MR. CANNON: We'll attempt to do that.

CHAIRMAN MADDEN: Okay. Thank you.

Paul, are you -- and you can answer the one question.

MR. LANGDON: Yeah, Ms. Kelly's going to address, really, an essential element of this process first --

CHAIRMAN MADDEN: Okay.

MR. LANGDON: -- the eligibility criteria because really you have to make a positive finding there before we get any deeper into this.

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

In order to proceed with the PRZ -- PRZ Rezoning, the Planned Residential Development Rezoning, it does find that the Commission must find that finding of eligibility in that this project cannot be approved under any other -- under zoning district within the city, and it fulfills the purposes of Section 405.390, Planned Zoning District's substantial incorporation of the PRD design criteria and provides a provision of tangible public benefits.

The proposed density would only be allowed under this zoning, the proposed zoning, and the Core Business District, however, the Core Business District does require that 50 percent of all the parking must be provided underground or within a basement garage, and that no unit shall be less than 750 square feet.

Therefore, as proposed by this applicant, this project can only be approved under the PRD as it is providing covered garaging at ground level, but that some of the units will have a square footage of 668 square feet.

The next criteria includes that it fulfills the purpose of the Planned Zoning District to allow innovative design, solve problems on difficult sites and meet market niches and encouraging housing at different price ranges and promotes well-designed developments and encourages infill redevelopment.

As we have seen in the prior discussions with the Vanguard down the street, the Comprehensive Plan does require -- discuss that there needs to be a redevelopment of this entire area.

This type of development we haven't seen in the city. It does provide mixed uses and is meeting the market niche for the science industry, and it will infill property in the distressed part of town.

The -- the design of the buildings are well thought out and small -- with a small commercial component, and the density is greatest at the commercial component along this area here with the five-story mixed use building, the four-story residential building and those that are closest to the residence to the north are two stories.

Now, as we have talked before, and as the applicant has indicated, there does require to be a tangible public benefit, and they have outlined their reasonings for -- to meet that.

We do see there could be enough factors and other opportunities once we've received recommendations from the traffic study and MoDOT regarding additional public benefits and pedestrian walkways.

And they have indicated that they are willing to provide a creative design transit shelter.

So at this point we need you to determine that you feel comfortable enough in moving the project forward for design review and criteria and to come back with the MoDOT information.

CHAIRMAN MADDEN: Any questions for Whitney?

MR. ROVAK: No, I mean I -- I heard loose references, and maybe it is, you know, premature to ask because it hasn't gelled, and that was the question of,

you said there's kind of some amorphous concept towards pedestrian corridor, but nothing has really come together, so I guess that's something we would be looking for at some point to see what is doable, and we know that the whole burden can't be on this project, but something that would be able to be incorporated into some larger scheme, I think that's something we would look for.

MS. KELLY: Correct.

They are providing -- they are showing here a sidewalk along Old -- Old Olive Street Road --

MR. ROVAK: I did see, uh-huh.

MS. KELLY: -- where there is no sidewalk currently.

When we sat down with MoDOT and the applicant for the traffic study, we talked about cross connections to the development to the south --

MR. ROVAK: Uh-huh.

MS. KELLY: -- but the location of that needs to be determined based upon the traffic study, and the level of that pedestrian connection is what we're waiting for, that type of information.

MR. ROVAK: Okay. And that -- that -- I don't have any other comment for Ms. Kelly.

CHAIRMAN MADDEN: Mr. Faron.

MR. FARON: Just for some clarification

reasoning, I believe Carriage House is 23 units per acre and this project is 22.61 is similar unit per acre --

MS. KELLY: Correct.

MR. FARON: -- designation between Carriage House and this proposal.

MS. KELLY: This proposal is proposing 22.61 units per acre. Off the top -- I don't remember what the Carriage, but I believe 23 was correct.

MR. FARON: And I was going to ask Paul, and I'll address it again, does anyone know what the density or the unit per acre is for King -- Briarcliff that the large units in the --

MS. LEWIS: I do.

MR. FARON: -- inner -- yeah, well, you might have to come up. I don't know --

CHAIRMAN MADDEN: Yes.

MR. FARON: If you --

CHAIRMAN MADDEN: Yes, ma'am, please come forward.

MR. FARON: I think you might have to come up cause we're recording.

MS. LEWIS: You want me to come up?

CHAIRMAN MADDEN: Yes. Yes, please.

MR. FARON: I think the staff or whoever can confirm, I'm just curious in terms of relational

perspective here.

MS. LEWIS: In Briarcliff it's eight -- eight units per acre. There's 277 units in Briarcliff, but, you know, there are some three-story buildings in there and then townhouses. There's lots of different floor plans, so it's eight per acre, that's what I --

MR. FARON: Those three buildings inside.

CHAIRMAN MADDEN: Thank you.

MR. LANGDON: Ma'am, we'll need your name and address again, please.

CHAIRMAN MADDEN: Oh, I'm sorry.

MS. LEWIS: I'm JoAnn Lewis. I'm on Wilton Royal, 102 Wilton Royal.

CHAIRMAN MADDEN: Thank you very much.

MR. ROVAK: What I -- I guess I --

MR. FARON: Could I -- I have one other thing, if I could ask the applicant about in the staff report, in looking at what the City's presented, is there possibilities of decreasing some of the Carriage House units to promote a pedestrian plan within your campus, I mean I know you've discussed it, and you mentioned like there will be some discussion or investigation with staff about providing some more landscaping, but I thought there was a pedestrian aspect or option that was kind of brought up in discussion with the staff of providing more maybe

green space between the Carriage Houses or eliminate that density or pocket parts or something like that. I don't know if there's options there in your mind to alleviate some of that or --

MR. GOSS: We had some discussion with staff this afternoon, and I don't know that eliminating units is kind of the answer for us.

But I think there are some answers that we can explore in terms of variation of building elevations or moving, you know, a garage unit to -- building to a different place in the site and replacing that with a canopy-type arrangement or trying to vary some of the setbacks of those buildings.

I think one of the concerns that I was hearing in my conversations with, again, with Paul, and correct me if I say this wrong, but part of it was this kind of view corridor as you look down that parking corridor, and they wanted us to work on that.

So, yeah, that's something we're -- we're open to, and so I think what we'd like to do is -- is explore that with staff over the next, you know, as we -- as we were going to --

MR. FARON: And breaking that up little more possibly?

MR. GOSS: Yeah, and talk about that, yeah, so

we're open to looking at some answers.

MR. FARON: More walkability, you know, toward the commercial leg you're proposing or the crosswalk over to the --

MR. GOSS: Right.

MR. FARON: -- the shopping center area.

MR. GOSS: I think one of the questions in the staff report was there was a conflict between the landscaping plan and the site plan, and so when they looked at the landscaping plan, they didn't see our walk because the -- the landscape architect was concerned about trees, he wasn't so concerned about putting the walk on there, but actually is there.

And so I think we -- we did answer that question. We need to, obviously, clarify the landscape plan and make them consistent.

MR. FARON: And in that landscape plan, correct me if I'm wrong with, when I've been over to the site, the existing parking to the north, that parking lot is basically where your infrastructure, your built product is going to end, and what is existing past that parking lot is probably going to be the land past the retaining wall and staying all green and treed out, the gully or the -- the wash that goes down behind there.

MR. GOSS: Part of that, we're going to build up

with a retaining wall, so we will be pushing that out.

MR. FARON: But the existing parking there now, you're not going to go beyond that to the north?

MR. GOSS: No, we are going, the plan is --

MR. FARON: How -- okay.

MR. GOSS: We are going -- if you look at our plan, we are pushing that out. I can't stand up here and tell you I know exactly --

MR. FARON: Sure.

MR. GOSS: -- the feet that -- that it's going out.

MR. FARON: Right. That's okay.

MR. GOSS: I can get you that number if you want.

MR. FARON: No, that's fine.

MR. GOSS: We are -- we are moving that out. I don't want to mislead you.

MR. FARON: Just curious as to how much green space is going to be left back there.

MR. GOSS: Well, you're still going to have substantial amount of green space.

MR. FARON: Right.

MR. GOSS: We can get you the exact acreage of those trees, but it will -- it will provide a substantial buffer.

And that's one of the reasons why I went through that 360 shot, and to show you those aerial views and show you the views from down Willow Brook looking back up because we are preserving enough of those trees, I believe we're going to continue to have that kind of buffer. It's our intention to do so.

MR. FARON: Thank you.

MR. BARTON: Mr. Chairman.

CHAIRMAN MADDEN: Pardon me?

MR. BARTON: Could I ask -- before you close.

CHAIRMAN MADDEN: We're not closing, Paul's got to do his thing.

MR. BARTON: Oh, Paul's got to do his thing.

MR. LANGDON: Yeah, just a couple of quick things, sir.

Paul Langdon, Director of Community Development for the City of Creve Coeur.

Just the last question, I just checked the other plan, that roughly the edge of the current parking is right along here.

You have trees almost immediately beyond that. So -- so this area through here, which is, essentially, this back lane, the Carriage Houses and the ground involved the retaining wall and then some ground at the base of the retaining wall will be where our trees are

lost.

As they indicated, little less than half the existing tree mass would be saved until we found out that some of it's already been lost that would have been saved due to the retaining wall project.

Any other questions related to that? Okay.

I think an important question was, you know, where are we headed with this area, and I think the extension of that is how does this project fit into that.

The Comprehensive Plan, as we've discussed, encourages coordinated redevelopment, large scale redevelopment. It wasn't replace Building A with a new version of Building A. It was start over and do something new. And that is really what -- what we're pursuing here.

I think in terms of the long-term vision, the Comprehensive Plan describes this area as, and it names it Commerce Center, it is to be a commercial hub.

The Pavilion project was the center of that, it was already in place when the Comprehensive Plan was drafted, at least most of it.

The life sciences industries were just getting going; Danforth had just been built; Monsanto was established, but Helix and Wexford were not in place, and it encourages more development of this area to provide more services and more functionality that supports the

life science industry.

And what are those folks telling us they need. And when I say that, I want to be clear that these industries are not conventional. The CEO of -- of Danforth is not somebody who is removed from the people that work inside that building. There aren't that many people that work there, frankly, compared to the size of the building.

They have to go out and recruit tenants for that building. They have to get to know the people there because they have to work with them in terms of the services that are provided.

Wexford is a little bit different model. People generally come to them, but they still market.

Again, those units are -- are, if you can have this sort of a thing, like a white box lab space. In order to place people in those spaces, they have to know what they're doing and they have to work with the people who are there.

Part of getting those tenants into those buildings is addressing their concerns because there are other options. There are similar facilities around the country.

And one of the things that they hear, that they have to specifically market to are housing opportunities,

and it isn't to say are there houses. Well, we have houses, lots of houses. But what we don't have is this.

We don't have a higher-end, higher density rental product. The only place that we really have that is Kings Landing, and they don't enjoy the commute across Olive Boulevard. That's the marketing challenge that they have. That's what they're passing along. That's why you're getting a letter directly from the Director of Operations for Danforth saying this is good for us.

This isn't a hypothetical. This is what they're actually having to work against, is the absence of this.

So I feel pretty confident that we are getting some straightforward requests and advice from -- from those industries, and the Comprehensive Plan says that's what we should do, so that's what we're trying to do.

Regarding the question of the pedestrian flyover, we have already posed that to developers on this side of Lindbergh, meaning the west side, as well as the life science industries, because we're not unaware that it's difficult to go from one side to the other.

There is no room on the Olive Boulevard bridge over Lindbergh for a sidewalk. That's why there's no sidewalk going beyond Pavilion Shopping Center, Old Olive, to the bridge, cause there's nowhere to go, and MoDOT does not want pedestrians deciding now that I've gone this far,

I'll just walk on the bridge, on the traffic lane.

So they cut it off at Old Olive and try to send the message, you can't walk any further than this on this route. You'll have to go down to Ladue. Not convenient. Not something most people want to do. Definitely something we want to relieve.

One of the problems with the pedestrian flyover, it has to be, because it's over state highway, it has to meet ADA requirements. That means a ramp. To get up high enough to clear 13 feet 8 inches, which is the minimum for transport truck clearance, you have to switch back several times. That becomes a very large structure with a very high price tag.

The alternate is to put elevators at either end. Even higher price tag. In excess of a million dollars for the bridge is the -- the rule of thumb that MoDOT is giving us for one of these. You cannot hang that on one project. You can't hang that on five projects. That is a massive expense.

Can we perhaps work together to create some program down the road that makes that happen, I really hope so, because I think we really need it. But I don't see that as something that we can resolve with this applicant and the Vanguard applicant, who is still in process with City Council.

Definitely something on the radar screen, but not really within a -- a reasonable scope.

If we start going down that road, we will be revisiting legal precedent in terms of the -- the relative costs or burden on an applicant based on the burden they're placing on -- on the system.

And I don't think we'll be able to -- to meet, it's called the rough proportionality test, and I don't think we'll get there if you're going to try to place a million dollar pedestrian bridge on two apartment complexes.

Lastly, there was a comment about building heights. I know that to the north the building heights are all very low. We do have four-story Carriage House building. The Vanguard project, if it is approved, has, I'll call it four and a half, because only a portion of it has a lower level, which drops into the grade, that would be 5 as a facade.

But, generally speaking, we'll call it 4. So we do have a precedent there.

The theater, although it's technically one floor, has a very high ceiling. If you stood there in front of it, you know that it's actually three stories high in terms of the building structure.

So a precedent's already been set for higher

buildings. I think they are keeping with what the Comp Plan suggests. We also are in a Comp Plan revision process where we're hoping to make some progress on that this fall. And certainly this area is one of the key areas that we'll be looking at.

We will be asking the public for input, and we'll be asking the businesses for input, as well as elected officials, and all of you.

So there will be the opportunity to -- to not only revisit that subject and what the current plan says, but to revise it and see if it's still where we want to go.

Otherwise, I think everything else has been answered.

One last piece of guidance, as far as that eligibility requirement. It isn't there to sort of be the test of should you approve this project or not. Far from it.

All it's saying is do you see enough in this to warrant the effort, and let's face it, it's extensive to create a Planned Zoning District. You are writing a whole new -- well, we're writing, you're approving, a whole new zoning district for this one piece of ground. It is everything. It's comprehensive in terms of its scope.

The building, the setbacks, the landscape, the

parking requirements, the lighting requirements, they're all tied to the plan. The plan is part of the zoning. It's not just a plan in a file, it's actually zoned to be built that way. That's not an effort that we take lightly.

It's an undertaking that I know you won't take lightly, and all the eligibility is saying is is this the right place for it, is this a project that we really couldn't do any other way that's a little simpler, or is this a project that's simply trying to avoid a fairly easy variance.

It's -- it's only a -- an entry to the process, not a conclusion.

CHAIRMAN MADDEN: Dr. Barton.

MR. BARTON: Can you help clarify or frame what you brought up as the eligibility. Can you define as a provision of tangible public benefit --

MR. LANGDON: Uh-huh.

MR. BARTON: -- but also criteria 50 percent of parking being underground, what percentage of theirs is and then, you know, are we to overlook the -- the 750 square foot goal as well?

MR. LANGDON: Well, the -- currently none of the parking is underground. Some of it is under structure, but it's not underground.

MR. BARTON: Okay. So --

MR. LANGDON: And this has been the issue with that criteria that we're not aware in this setting, Creve Coeur, West County, where the -- the finances work for an underground parking or an apartment parking structure, until you get something so large and so dense, like we have in downtown Clayton, that you can actually make that happen.

You've had Kings Landing wrestle with that issue, and they were granted a variance. Vanguard project wrestled with that issue, they were granted a variance.

Rather than go down the same road, this applicant decided to go with Planned Zoning, which eliminates that requirement, but then that brings on the other issues that they're having to deal with in terms of public benefit and -- and the eligibility criteria.

As far as the size of the unit, that's -- that is a hard requirement as a conditional use in the Core Business District. Since they're not in that -- that district, they're not required to meet it.

As a -- as a rough goal, I think it's fine. I think the -- the -- the 680, I think is the minimum unit, thereabouts, it's certainly in the same ballpark, talking about a one-bedroom unit. I think the rental points show you that it's still not entry level rental housing.

And, you know, these -- part of what we're trying to make sure gets incorporated into these projects is a level of build quality. It really should keep them out of -- of sliding down market over time.

Does that answer all of your questions?

CHAIRMAN MADDEN: All right. Any other questions?

MR. ROVAK: Yes, it's not really directed specifically toward planning as much as the project in general.

And Mr. Goss gave assurances, and I think it's certainly intended to, with the large detention structures that are incorporated into -- into this in providing relief or some improvement or certainly no negative aspect, at the same time, one of the things by -- the density we're looking at, and if you look at it in percent impervious, not just in the units, it's enormous.

I don't know, I'm sure the applicant has a figure for what it is, and I wonder if some consideration has been given or if it could not yet be given, that, for instance, incorporated into the landscape plan should be some BMPs that are low impact, development BMPs, these are no longer rocket science and way out on the horizon, these are now being incorporated into many, many projects.

So it's not something --

VOICE: (Inaudible).

MR. ROVAK: I'm sorry. Low impact, it's incorporating into the landscaping, and I know they know, but the rest of you, is where it's not just ornamental plants, but you build the landscape features, a lot of them are for purposes of infiltration, for purpose of accepting runoff, and then you do -- you do a lot more than just have some plants that look pretty.

Likewise, although you wouldn't want it for truck handling facilities, but pavement, which is mostly sidewalks and light traffic, can be pervious pavement, again, this is no longer out on guard, there's a lot of it being done now.

And these are things which can, I think, certainly mitigate the amount of runoff that you're getting before you rely completely on the detention, because, again, the detention is not -- it's metering it out, but when you really have a long -- not just a intense 20-minute storm, but when it rains all day, you have a lot of runoff, and is that volume or runoff that can only be addressed in ways that do incorporate some forms of infiltration.

And I'm not trying to preach to anybody, but, again, this, at one time, was, you know, on guard and it no longer is. And there is a fair amount -- when I go to

landscape plan, although the site looks completely impervious, there is landscaping of various types spread throughout this project surrounding virtually every building, every parking aisle, and I would like to see some of that have a purpose and perhaps be some form of, by retention, infiltration basis, if there's, you know, any number of terms that you can apply to this, but that do become functional.

So I'd like to know that, you know, some attention might be given to that as this plan develops, because this is an extremely dense, just in terms of imperviousness, this is extremely dense, so I think -- I think it's deserving of some look at that both, like I say, in the -- in the landscaping, as well as anything except the really hard surface truck pavement that looking at some pervious pavement.

MR. LANGDON: I think just one -- one thing I want to point out there is the site coverage limit in almost all of our commercial or more intense zoning districts is 63 percent. This site is below 60 percent.

MR. ROVAK: This is below 60 percent?

MR. LANGDON: So overall site coverage compared to other projects in the city --

MR. ROVAK: I guess I'm looking at the developed portion of the site rather than the -- the --

MR. LANGDON: Certainly aided by --

MR. ROVAK: -- edges -- the tree edges --

MR. LANGDON: Yeah.

MR. ROVAK: -- that were left, but where I look at where it has developed and --

MR. LANGDON: I agree.

MR. ROVAK: Again, I'm not looking at changing the configuration or reducing or anything, I'm just talking about what use you can make of the features which are part of this configuration.

MR. LANGDON: Yeah.

CHAIRMAN MADDEN: Yes.

MR. PULLIUM: Mr. Langdon, when this previously came before us initially, it was on the text amendment --

MR. LANGDON: Yes.

MR. PULLIUM: -- I guess. At that point in time I don't know that we had a site plan before us, but it was more by description of what it intended to be.

I think maybe there were some drawings and a discussion of the density and a discussion of whether, you know, the building would be able to be seen from different angles.

Were the Carriage -- the Carriage House part of this development, a part of that discussion, when it was originally presented, as you recall? I don't recall the

Carriage House component of this development being initially presented to us.

MR. LANGDON: You want me to talk again?

Just so everyone remembers, that's two-story units. I know that they came into the discussion fairly midway through. Were they shown on that concept plan? I honestly don't remember, perhaps not.

I just don't know because the plan was only shown for, you know, illustration purposes at the hearing. We didn't -- it wasn't submitted to us for study at the time.

MR. PULLIUM: Certainly not, but in that discussion and in the discussion of whether we're talking about the, well, the text amendment whether it should be changed to change the density and to change all that, there was some discussion about how this particular development would involve a major four-story -- four-story apartment building and some other stuff commercially along Old Olive that it was very much in the middle of the property and very much away from the surrounding boundaries --

MR. LANGDON: Yes.

MR. PULLIUM: -- which is different than the Carriage House component now presents.

MR. LANGDON: I think that's certainly true for

part of it to -- to a degree.

I mean you're looking at a substantial separation here. And this driveway was always needed for emergency access --

MR. PULLIUM: Uh-huh.

MR. LANGDON: -- so the additional movement to the north is only the width of those houses.

I think this is the area here where it clearly cuts fairly deeply into the existing treeline, which is back here.

This area here is really unbuildable common ground for the subdivision, so the nearest house is actually back here.

So I think we have looked at an aerial photograph and placed this site on it, so that we get a sense of what the distance is to the houses.

It's a lot more than it appears from here, but -- but I do share some concerns, and I voice this with the applicant, that -- that this sort of becomes the push deep into an area that we thought would -- would not be pushed into.

MR. PULLIUM: And that seems to be where my concern is, that particular corner right there.

MR. LANGDON: Uh-huh. And I think that's the one where, you know, Mr. Goss referenced earlier that we

will certainly need to look at some more.

MR. PULLIUM: Thank you.

CHAIRMAN MADDEN: Mr. Faron.

MR. FARON: Related to that, it's -- might mentioning of eliminating a Carriage House or so or kind of alleviating some of the pressure in that proposed site, are the canopy parking, those are exposed completely, right, there's just a covering for --

MR. LANGDON: That's the drawing and elevation that I haven't seen yet, so I assume so by the name.

MR. FARON: And those -- are those around the entire site? We do have canopy in different locations around the entire side in back and --

MR. LANGDON: Show it up here.

MR. GOSS: The tan canopy, and that's garage, so beige is canopy color.

MR. FARON: The darker brown is the --

MR. GOSS: Yeah, dark -- darker brown is garage.

MR. FARON: Okay.

MR. GOSS: And this would be canopy here.

MR. FARON: Can you slide it up just a slight -- okay.

MR. GOSS: Sure. So this -- this is canopy. Put it back up. That's garage. These are those duplexes. This is the medical duplexes. So those are the houses

down Willow Brook.

MR. FARON: Uh-huh. So from the east, roughly at grade, I'll say, you're going to be seeing garage and not canopy initially on that elevation from the east? Not so much on the west, but I know you have -- you're up quite a bit there and there's foliage there, but from the east, that is all garage fronting your eastern elevation?

MR. GOSS: Correct, that's garage there, that's right.

CHAIRMAN MADDEN: Anybody else?

Okay. Carl, you want to enter your exhibits?

MR. LUMLEY: Offer the following exhibits into the record of this public hearing: Documentation in possession of the City Clerk reflecting the public notice, the staff's report, the materials presented by Mr. Goss this evening, the City's Code of Ordinances and Charter, the City's Comprehensive Plan and the public file regarding the application, which would include all correspondence and emails from the public regarding the application.

CHAIRMAN MADDEN: Okay. that'll close the public hearing.

(The public hearing was closed.)

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.

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

From: [Linda Lankford](#)
To: [Kelly Whitney](#)
Subject: 10545 Old Olive St Rd
Date: Friday, October 25, 2013 3:46:43 PM

Since I was unable to attend the public meeting regarding the proposed development on the Hamilton Church property, I would like to add my two cents to the discussion. I am 100% in favor of any property development on Old Olive. I am homeowner in Willowbrook subdivision and have been for at least 40 years. I recently read where the subdivision trustees are opposed to the planned development. I realize they have traffic concerns, however there are several entrances into the subdivision so I do not think traffic on Old Olive would be too much of a burden. The area along Old Olive has really gone downhill in the past 10 or so years. Development would be a big improvement and would increase interest in home sales of our subdivision. If you access our subdivision by driving through a dilapidated area, it is not beneficial to home values, in my opinion. It is my sincerest wish that this development proceed.

Linda Lankford
72 Meadowlark Drive
Saint Louis, Mo

Sent from my iPhone

From: jamil20039@aol.com
To: wkelly@ci.creve-coeur.mo.us
Date: Monday, November 18, 2013 9:56:14 AM

I Hafez Alattar .own two conds.1038&
1050 willow brook dr.
Please be advice my vote is NO
Thank you .

Sent from my iPhone

From: [Yingjian You](#)
To: [Kelly Whitney](#)
Subject: NO for the rezoning of 10545 Old Olive Street Road
Date: Sunday, November 17, 2013 4:50:06 PM

This email is a response to the notice of public hearing of rezoning of the property "10545 Old Olive Street Road"

I'm the owner of a property next to the rezoning property. Here is my property's address: 1034 Willow Brook Dr, St. Louis, MO 63146. I can't attend the Planning & Zoning Commission meeting on November 18.

I vote NO for the rezoning.

I can be reached by this email and phone 314-989-1912 or 914-620-2202.

Thanks,
Yingjian You

From: debmc1@att.net
To: [Langdon, Paul](#); [Kelly, Whitney](#); [Lowery, Julie](#)
Subject: P&Z Public Hearing 11/18/2013
Date: Tuesday, November 19, 2013 10:08:04 PM
Attachments: [P&Z 111813.txt](#)
[P&Z 111813.pdf](#)
[P_Z 111813.ptx](#)

Please find attached the public hearing for 11/18/2013.
Thanks!

Best regards,

Deborah K. McLaughlin
MO-CCR, RPR, IL-CSR, KS-CCR
McLaughlin Court Reporting Services, Inc.
4772 Gatesbury Drive
St. Louis, MO 63128
314-487-2259
DebMcL1@att.net
www.DebMcLaughlinReporting.com

From: [JoEllen Reinwart](#)
To: [mayor_council](#); [Langdon, Paul](#); [Saunders, Scott](#); [jcgrim@stlmsd.com](#)
Cc: [jreinwart@charter.net](#); [LDH@benhurconstruction.com](#); [danisa2@sbcglobal.net](#); [jreinwart@charter.net](#); [jreiwart@charter.net](#); [clhick@sbcglobal.net](#); [vmyers7550@gmail.com](#); [suesinger@earthlink.net](#); [craigrd@sbcglobal.net](#); [wb@citizenkeen.com](#); [treasurer@willowbrookonline.net](#); [president@willowbrookonline.net](#); [jemn2drape@aol.com](#); [mikemcgovernstl@gmail.com](#); [pamize@sbcglobal.net](#); [sadykov@yahoo.com](#); [sarah.w.hancock@gmail.com](#); [mlbgraphic@earthlink.net](#); [cgsimpkin@att.net](#); [doloresfriesen@sbcglobal.net](#); [matzbros@aol.com](#)
Subject: Rezoning 10545 Old Olive St, Creve Coeur - Hamilton Church
Date: Tuesday, November 05, 2013 12:31:17 PM

Dear Mayer, et al,

I was disappointed that the street study was not turned in on time for the meeting to include the Hamilton Church Property discussion. I am, however, going to try to engage some of our very neighborhood with information that something is in the works with the City of Creve Coeur and a Planned Residential Development that will forever change the architecture and lives within our corridor. I hope that many will come to the next meeting on Nov. 21st.

When I spoke to neighbors up the street yesterday, they were unaware that anything was happening with the property. The same when I called Willowbrook Condominiums, which share a side adjacent to the proposed project. This being said, it is sadly apathy that will let big corporations take over small neighborhoods, like ours. Also the trust of the people that the government will protect them from such travesty. Unfortunately, governing bodies are calling it progress and improvement. We call it sadness and irrevocable destruction of the land.

Please don't misconstrue that we are naïve enough to think that progress is not useful and necessary. We know the property will be developed and into something far more useful than the old church (and tax wise more lucrative, as well). What bothers me the most is the enormous size proposed to go onto the lot - the height exceeding anything before acceptable in our neighborhood, as well as bursting at the seams. In fact, the proposal includes reclaiming ground halfway down into the wooded gully behind the existing parking lot, building a 22 foot high wall, and then adding Carriage Houses where there used to be a free flowing creek bed through the woods. All this to add some more rental space; less the existing 100 foot trees, less concern for the environment, less privacy and natural buffers, all on reclaimed land. How does this get past P&Z? How is this progress? Is no one sitting on the Council sympathetic enough to ask why this is necessary for this property? Is there no other option for this location, or can't we wait for a better solution to build that is more compatible with the flow of the neighborhood?

Would you please consider the amount of space left at the end of the day for the renters to walk their dogs, watch the trees change color and let their children safely ride their bikes in the neighborhood adjacent. They will seek out Willowbrook Subdivision to take a Sunday stroll, since there will be no other green space for them to see from their bedroom apartment after they strip the rest of the trees from the lot. Please consider downsizing in any way possible to make this more appealing to blend into the area. Please, for the good of all concerned.

Thank you for your time,
JoEllen Reinwart
212 Stoney View Court
Creve Coeur, MO 63146
JoEllen Reinwart, WFCP, WCAA
JEM Personalized Interiors LLC
314-993-4884
www.jeminteriors.com
Your Windows - Your Way!

From: [Langdon, Paul](#)
To: [Langdon, Paul](#)
Subject: FW: HAMILTON CHURCH
Date: Friday, October 25, 2013 9:52:28 AM

From: David Kreuter [<mailto:DKreuter@kgatty.com>]
Sent: Tuesday, October 22, 2013 7:35 AM
To: Perkins, Mark C.
Subject: Fwd: HAMILTON CHURCH

Sent from David O. Kreuter's iPhone

Begin forwarded message:

From: Larry Heyman <larry.heyman@att.net>
Date: October 22, 2013, 7:29:41 AM CDT
To: Barry Glantz <bglantz@ci.creve-coeur.mo.us>, Dave Kreuter <dkreuter@ci.creve-coeur.mo.us>, Cindy Kramer <ckramer@ci.creve-coeur.mo.us>
Cc: Kelly Mueller <kelly46@me.com>, John Lee <johnlee@midjohnny.com>, Jim Poneta <jim.poneta@gabrielgroup.com>, Vivian Allison <allaboutviv@yahoo.com>, Tom Reina <Tom@cmamgrs.com>
Subject: HAMILTON CHURCH
Reply-To: Larry Heyman <larry.heyman@att.net>

As i sat and listened to the P and Z meeting last night, 1 thing occurred to me. I have yet to hear any member of the community step forward and speak in favor of this proposal. While at the same time, many have come forward and questioned how this project is going to fit in with the public interest of the community.

I hope you will consider the input of the community as you make your decisions.

One of the requirements for moving forward appear to be a traffic study. The man doing the study stood up last night and referred to the developer as his client. I question how fair the traffic study is going to be with the man doing the study is being paid by the developer. I don't know what the cost for such a study is, but would it be in the interest of Creve Coeur to perform a study on our own. Possibly information from MODOT will help defer the cost.

Thank you for your service and I am confident you will make a decision in the best interest of the community.

Larry Heyman
314-993-4499 home
314-482-6719 cell

From: [Beth](#)
To: [Langdon, Paul](#)
Subject: Old Olive Apartment Proposal
Date: Tuesday, October 22, 2013 6:40:20 AM

14 Stoney View Lane
St. Louis, MO 63146
October 22, 2013

Mr. Langdon, if you would please forward this to the members. I can't find their email addresses.

Dear Planning Commission: IN RE: OLD OLIVE APARTMENT PROPOSAL

I'm the white haired woman who spoke briefly last night. You seemed respectful and open to considering people outside the CC boundaries. After I heard the hired traffic consultant and saw how our diverse little citizen group with no money was trying to defend its position, I ask you to hear a considered viewpoint.

This is capitalism, but capitalism at its best considers the effect on humans. We in Willowbrook frequent all the businesses in Creve Coeur almost exclusively.

- I was shocked at the meeting to realize that the apt. complex would lower the value of the houses of some of the speakers. Years ago after the church paved the back, a neighbor on Stoney View Court described terrible water problems from runoff. Now the problems would be insurmountable.
- It's a little scary already to have no sidewalks. It is not an exaggeration to say that with over 300 more cars, no one could take a walk safely. . We should have consulted the Pattonville School District to find out if they will bus all the children who live close.
- For years St. Louis County Police have spoken at Willowbrook meetings about preventing cars from passing through WB. Now add hundreds of extra cars and businesses there as well. The traffic consultant was really putting a spin on it talking about how it might be remediated. We didn't know, nor could we afford, to hire a traffic consultant.

So this is really a big powerful proposition where money matters. That's why we feel so helpless and scared.

Thanks for reading this.

Mary Elizabeth Powell

From: [jlambic jlambic](#)
To: [Kelly Whitney](#)
Subject: Proposed rezoning of 10545 Old Olive Street Road
Date: Monday, October 21, 2013 2:43:02 PM

As a resident of the Willowbrook subdivision residing at 89 Pebblebrook Lane, I would like to go on record as being against the proposed rezoning. My mother and I (both disabled) moved here just over a year ago to be in a pleasant uncrowded community that is still close to shopping and medical facilities. If the proposed zoning change occurs, it can't help but add congestion to the few available exits to our subdivision. This will effectively change all the advantages that led us to settle here from New Jersey. Please, please, don't allow this to happen.

Thank you.

Joseph Daugert

and

Margaret Daugert

August 30, 2113

Dear Mayor Glantz,

I am writing in regard to the Hamilton Avenue Church property and the request to alter existing rules about the number of occupants per acre. I have been a happy resident of Creve Coeur for 21 years because of the nice ratio of residents to businesses. It is a wonderful place to live. I was dismayed, however, after I attended the August hearing about the property. A young man requesting a permit for a day care center was questioned at length about how he could avoid traffic tie ups produced by parents picking up 20 students. Yet I do not recall that the board asked the developer any questions about the traffic mess that would be created on Old Olive Rd. by the addition of 174 families. I live on King Henry, property adjacent to the proposed development. The developer refers to our street as a multiple dwelling complex. There are 16 single family dwellings on this street in a space not too different from that for which a special change to 174 family dwellings is requested. Why should the rules be changed to enrich the coffers of a developer to the detriment of current taxpaying residents? Has a traffic study for Old Olive been conducted? The street is already congested at rush hour and lunch time, especially when traffic from departing Monsanto employees is added to the mix. Has the Ladue School District been contacted about possible impact of new students to Spoede School and beyond? I understand that the property should be developed, but I beseech you to exert your influence to maintain the quality of life here that is the result of current mandates.

I hope you will copy this letter to the city planner and to the board members. I know that I am not alone in this request. Thank you for your help in this matter.

Barbara Lehman

A handwritten signature in cursive script that reads "Barbara Lehman".

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

From: [Bergerjerry](#)
To: [Kelly, Whitney](#)
Subject: Planning and zoning
Date: Friday, July 12, 2013 8:24:23 PM

Dear City Planner Kelly,

I am most concerned about the zoning change concerning Hamilton Preschool. That area is highly congested as it is and it is only a two lane street. The proximity to Olive during rush hour will only increase. I live in Willowbrook and I already see an increase in traffic due to other businesses (theater, Bread Co. etc.) People cut thru our neighborhood. I know that currently Willowbrook is unincorporated and the county police are in charge of traffic control but it doesn't stop people from using our neighborhood as a short cut. I feel that Creve Coeur currently benefits from our access to Olive and Schuetz. What will Creve Coeur police do about that? I think that if Creve Coeur allows this multi-resident zoning proposal it will benefit only the people who have a financial incentive. Have any of the school districts been advised of this proposal. Thank you for your consideration in this matter. I would request the courtesy of a replied. Thank you.

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

From: [Ryan, Deborah](#)
To: [Langdon, Paul](#); [Lowery, Julie](#); [Kelly, Whitney](#)
Subject: FW: Planning and Zoning re Text Amendments
Date: Friday, July 12, 2013 8:38:19 AM

FYI

From: L Kelly Mueller[SMTP:KELLY46@ME.COM]
Sent: Thursday, July 11, 2013 9:35:21 PM
To: Glantz, Barry; Kreuter, Dave; Kramer, Cynthia
Cc: Wang, A.J.; Lawrence, Ellen; Hoffman, Bob; D'Alfonso, Charlotte; Saunders, Scott; Rhoades, Jeanne
Subject: Planning and Zoning re Text Amendments
Auto forwarded by a Rule

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: 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.

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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



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

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

BILL NO. 5464

ORDINANCE NO. _____

**AN ORDINANCE REVISING CHAPTER 235 OF THE CODE OF
ORDINANCES REGARDING GARBAGE, TRASH AND REFUSE.**

WHEREAS, the City has entered into a new contract regarding trash collection services, which will become effective July 1, 2014; and

WHEREAS, certain provisions of Chapter 235 of the Code of Ordinances need to be changed effective July 1, 2014 to be in accordance with that new contract; and

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

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

SECTION 1: The definition of "Residential Containers" in Section 235.010 of the Code of Ordinances is hereby amended to read as follows:

SECTION 235.010: DEFINITIONS

RESIDENTIAL CONTAINERS: For solid waste and recyclables, containers obtained from the City refuse collector~~standard trash containers as per City and County ordinances.~~ For yard waste, ~~unlined standard containers or in~~ biodegradable paper bags or ~~ninety-five (95) gallon~~ containers obtained from the City refuse collector. ~~For recyclables, plastic containers with lids obtained from the City refuse collector.~~

SECTION 2: Section 235.030, subsection A.2, of the Code of Ordinances is hereby amended to read as follows:

SECTION 235.030: REFUSE DISPOSAL SERVICES -- TYPE AND SCOPE

A.2. *Service to householders.* The City's services to householders (other than apartments) under its contract with the City refuse collector or collectors shall include the collection, removal and final disposition of all solid waste, yard waste and recyclable materials and other trash which are stored in accordance with the provisions of this Chapter and duly enacted regulations. Householders shall use approved residential containers. The City shall pay for such services pursuant to such contract(s), except that each such householder and the other adult residents of each such household, and the condominium association when applicable, shall be jointly and severally liable to the City

BILL NO. 5464

ORDINANCE NO. _____

refuse collector serving their property for the following user fees effective July 1, 2014~~January 1, 2014~~:

Single-family dwelling (solid waste) – (1) optional second weekly curbside pickup

\$30 per month~~\$ 9.93 per month*~~

(2) optional “rear yard” pickup, once per week \$15 per month

(3) optional “rear yard” pickup, twice per week \$30 per month

Condominium unit without common dumpster (solid waste) - optional second weekly curbside pickup \$30 per month ~~\$ 9.93 per month*~~

(2) optional “rear yard” pickup, once per week \$15 per month

(3) optional “rear yard” pickup, twice per week \$30 per month

Condominium unit with common dumpster (solid waste and recycling) - optional second weekly pickup, up to 3 cu. yd dumpster -

~~\$ 6.83 per month*~~ \$25 per month

~~Optional rental of ninety-five (95) gallon yard waste toter \$ 104.00 per year~~

White goods \$ 25.00 per item

Bulky goods, two item limit per pickup no charge
~~25.00 per pickup~~

Yard waste tags \$ 3.00~~2.35~~ per tag

Yard waste bags \$ 5.00~~2.85~~ per bag

Unlimited yard waste service, once per week, curbside service including use of 95-gallon toter with wheels, lid and handle \$12 per month

~~The foregoing user fee of six dollars eighty-three cents (\$6.83) for condominium units served by a common dumpster is for once per week collection. An additional weekly dumpster pickup can be arranged by the~~

~~condominium association and paid for by the association on a user fee basis pursuant to the following schedule:~~

1 cubic yard container	\$ 35.00 per month
2 cubic yard container	\$ 45.00 per month
3 cubic yard container	\$ 50.00 per month
4 cubic yard container	\$ 55.00 per month
6 cubic yard container	\$ 65.00 per month

~~The foregoing user fee of nine dollars ninety-three cents (\$9.93)* per month for single-family dwellings and condominium units without a common dumpster is for once per week collection. A household may subscribe to a second (2nd) collection per week with the City refuse collector at a user fee of thirty-three dollars fifty-seven cents (\$33.57) per month.~~

~~The foregoing monthly user fees of nine dollars ninety-three cents (\$9.93)* per month for single-family dwellings and condominium units without a common dumpster and six dollars eighty-three cents (\$6.83)* per month for condominium units served by common dumpster shall not apply to a lot or dwelling for any month during which it is unoccupied for the full duration of the particular month. The City refuse collector shall establish procedures for property owners to submit the appropriate documentation to establish that such monthly fees do not apply during specific months due to the property being unoccupied.~~

Additionally, ~~the foregoing fees shall not apply to any lot or dwelling for any month during which~~ the property owner ~~may~~has ~~elected~~ to make other arrangements for disposition of solid waste, yard waste and recyclable material and other trash in compliance with the ordinances of the City. The City refuse collector shall establish procedures for property owners to submit the appropriate documentation to establish that they will not obtain service from such collector.

Such fees are subject to change and unless otherwise determined by the City Council shall increase effective each July first (1st) based on the change in the St. Louis Consumer Price Index for Transportation published by the United States Department of Labor, Bureau of Labor Statistics between the

immediately preceding June and June of the prior year, up to a maximum automatic annual increase of four percent (4%).

The City refuse collector may issue invoices on a quarterly basis for ~~the monthly solid waste~~ collection fees ~~and totter rentals~~. Such invoices shall be paid within thirty (30) days. Interest shall accrue on charges not paid on a timely basis at a rate of one and one-half percent (1.5%) per month, and in addition to all other obligations a person failing to pay such invoices on a timely basis shall be liable for all costs and attorney's fees incurred in the process of collection of such invoices.

Upon failure to pay such usage fees for a period of sixty (60) days, the City refuse collector may terminate all optional services to the delinquent household or association, which shall then be obligated to use standard services or make alternative arrangements for disposition of solid waste, yard waste and recyclable materials and other trash in compliance with the ordinances of the City. Any use of optional~~the~~ services of the City refuse collector after receipt of notice of service termination, without the express written consent and approval of the City refuse collector, shall constitute stealing of services in violation of City Code Section 210.360.

~~Notwithstanding the foregoing, monthly user fees of nine dollars ninety-three cents (\$9.93)* for single family dwellings and condominium units without a common dumpster and six dollars eighty-three cents (\$6.83)* for condominiums served by a common dumpster shall be revoked and shall not take effect in the event that the voters of the City approve an additional one quarter of one percent (0.25%) sales tax pursuant to proposition submitted to them at the general election of November 2010 pursuant to Ordinance No. 5148. The other fees described above shall remain in effect.*~~

Notwithstanding the foregoing, Those residents physically unable to make use of curbside pickup will receive once-per week rear yard collection of trash and recyclables, free of charge, for the duration of such disability. Residents seeking such free service shall submit application in the required form developed by the Department of Public Works, including verification by the resident that there is no one residing at their residence who is capable of transporting refuse to the curb for collection, and obtain approval of the Director of Public Works or their designee.

BILL NO. 5464

ORDINANCE NO. _____

Residents receiving such free service shall notify the Department of Public Works and cease using such free service if they subsequently become able to use curbside pickup. Submittal of false application and/or failure to provide notice as required herein shall constitute an ordinance violation and offense subject to penalties as provided in Sections 100.090-100.110 of the City Code of Ordinances.

SECTION 3: This ordinance shall become effective on July 1, 2014, pursuant to Section 3.11(g) of the City Charter.

Passed this ____ day of _____ 2013.

Scott Saunders
President of City Council

Approved this ____ day of _____ 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MRCC
City Clerk

AN ORDINANCE REVISING PROVISIONS OF TITLE III, TRAFFIC CODE, OF THE MUNICIPAL CODE OF ORDINANCES OF THE CITY OF CREVE COEUR.

WHEREAS, Title III of the Code of Ordinances of the City of Creve Coeur, Missouri, sets forth the Traffic Code of the City; and

WHEREAS, the City Council has determined certain changes to that Traffic Code are in the public interest;

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

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

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

WHEREAS, in 2012 the City Council amended Section 315.140 to provide further codification of existing components of the program and other amendments that the City Council determined would be beneficial to the public and address related changes to statutes concerning traffic control devices; and

WHEREAS, in 2013 there have been a number of decisions from the Missouri Court of Appeals pertaining to intersection safety ordinances, which have cast doubt over whether the City's Ordinance as currently enacted with respect to owner liability remains valid under Missouri law; and

WHEREAS, although none of the cases addressing the propriety of owner liability ordinances are yet final, and are subject to change by the Missouri Court of Appeals and/or the Missouri Supreme Court, the City Council wishes to amend its Ordinances to also allow for the use of a rebuttable presumption that the owner was driving, in order to address the recent decisions from the Missouri Court of Appeals; and

WHEREAS, the use of a rebuttable presumption that the owner was driving the vehicle at the time of a traffic violation is in addition to, and not in lieu of, the existing provisions holding vehicle owners responsible for traffic violations involving the use of their vehicle; and

WHEREAS, motor vehicles are typically driven by their owners, and thus, it is reasonable to presume, absent evidence to the contrary, that the owner of a motor vehicle, as indicated in the records of the Missouri Director of Revenue or analogous department or agency of another state or country, is driving the motor vehicle at a given time and place; and

WHEREAS, the recent decisions of the Missouri Court of Appeals have upheld the use of the rebuttable presumption that the owner of the vehicle was operating the vehicle at the time of a traffic violation; and

WHEREAS, Section 100.020 of the City's Municipal Code defines a "person" as follows: "Includes any person, firm, association, organization, partnership, business trust, corporation or company and any other group acting as a unit. It shall also include an executor, administrator, trustee, receiver or other representative appointed according to law. Whenever the word *"person"* is used in any Section of this Code prescribing a fine or penalty, as to partnerships or associations, the word shall include the partners or members thereof and as to corporations, shall include the officers, agents or members thereof who are responsible for any violation of such Section;" and

WHEREAS, it is reasonable to presume that vehicles owned by any firm, association, organization, partnership, business trust, corporation or company and any other group acting as

a unit, are being used by an agent or employee within the scope and course of their agency or employment;

WHEREAS, on November 12, 2013, the City's Chief of Police reported that the City's "program has been very successful in changing driver behaviors" and recommended continued use of camera enforcement; and

WHEREAS, The City will continue to report traffic violations as directed by the Missouri Department of Revenue and Office of State Court Administrator;

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

Section 1: A new Section 300.015 regarding presumption of operation is hereby enacted, to read as follows:

SECTION 300.015: PRESUMPTION OF OPERATION

The operation or use of a vehicle in violation of the provisions of Title III, Traffic Code, shall be prima facie evidence that the vehicle was at the time of such violation controlled, operated and used by the owner thereof, as shown on the motor vehicle registration records of the Missouri Department of Revenue or the analogous department or agency of another State or country. In the event a vehicle is owned by more than one person, the presumption shall be applied to the first owner named on such motor vehicle registration records. This rebuttable presumption shall be applied whenever the identity of the driver is not established by direct evidence, including for purposes of determining probable cause to issue notice of violation and making prima facie case at trial and thereby shifting the burden of evidence to defendant.

The operation or use of a vehicle in violation of the provisions of Title III, Traffic Code, when such vehicle is owned by any firm, association, organization, partnership, business trust, corporation or company or any other group acting as a unit, shall be prima facie evidence that the vehicle was at the time of such violation controlled, operated and used by an agent or employee of such entity acting within the scope and course of their agency or employment. This rebuttable presumption shall be applied whenever the identity of the driver is not established by direct evidence, including for purposes of determining probable cause to issue notice of violation and making prima facie case at trial and thereby shifting the burden of evidence to the entity.

Section 2. Section 315.140 regarding intersection safety is hereby amended to read as follows:

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

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

AUTOMATED PHOTO TRAFFIC ENFORCEMENT SYSTEM: A system that:

1. Consists of camera(s) and vehicle sensor(s) installed to work in conjunction with an electrically operated traffic control signal; and
2. Is capable of producing high resolution color digital recorded images that show:
 - a. The traffic control signal and the signals it emits for a direction of travel through an intersection;
 - b. A motor vehicle on approach and in the intersection in that direction of travel; and
 - c. The license plate and number of the motor vehicle; and
3. Is not designed to take recorded images of the faces of occupants of a motor vehicle.

MUNICIPAL COURT: The Municipal Court of the City.

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

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

RECORDED IMAGES: Images digitally recorded by an automated photo traffic enforcement system.

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

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

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

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

B. *Violation Of Public Safety At Intersections.* Except as otherwise provided in this Section, a person commits the infraction of violation of public safety at an intersection when a motor vehicle of which that person is an owner is present in an intersection while the traffic control signal for the intersection is emitting a steady red signal for the direction of travel or orientation of that vehicle in or through the intersection, unless the motor vehicle is in the process of making a lawful turn or unless the motor vehicle entered the intersection while the traffic control signal for the intersection was not emitting a steady red signal for the direction of travel or orientation of that vehicle in or through the intersection and the motor vehicle did not obstruct the passage of other vehicles or pedestrians.

C. *Violation Excused.* An infraction established by automated traffic photo enforcement shall be excused as provided herein upon submission of a sufficient sworn statement that the presence of the motor vehicle in the intersection or other ordinance violation was justified or excused because:

1. The traffic control signal was not in proper position and sufficiently legible to an ordinarily observant person;
2. The operator of the motor vehicle was acting in compliance with the lawful order or direction of a Police Officer;
3. The operator of the motor vehicle violated the instruction of the traffic control signal in order to yield the right-of-way to an immediately approaching authorized emergency vehicle;
4. The motor vehicle was being operated as part of a funeral procession pursuant to Section 194.503, RSMo.;
5. The motor vehicle was being operated as an authorized emergency vehicle as defined and in compliance with Section 304.022, RSMo.;
6. The motor vehicle was a stolen vehicle and being operated by a person other than the owner without the effective consent of the owner (but this shall

not be a justification for such an operator) and the theft was timely reported to the appropriate law enforcement agency;

7. The license plate and/or tags depicted in the recorded image(s) were stolen and being displayed on a motor vehicle other than the motor vehicle for which they were issued (but this shall not be a justification for the operator of the motor vehicle) and the theft was timely reported to the appropriate law enforcement agency;

8. Ownership of the motor vehicle had in fact been transferred prior to the violation (provided State records substantiate this statement);

9. The motor vehicle was present in the intersection because it was inoperable or because of other exigent circumstances specifically explained in the sworn statement such as adverse weather conditions.

10. The motor vehicle is owned by any firm, association, organization, partnership, business trust, corporation or company or any other group acting as a unit, and was not being used by an agent or employee acting within the scope and course of their agency or employment.

D. *Liability.* Liability for violation of public safety at an intersection is based on ownership, without regard to whether the owner was operating the motor vehicle at the time of the violation and is a separate and distinct violation from violations charged to drivers of motor vehicles. Liability for violation of other traffic ordinances by drivers may be established by photo traffic enforcement using the presumption set forth in Section 300.015. Provided however, pursuant to Section 304.120.4, RSMo., no liability shall be imposed on the owner of a motor vehicle when the vehicle is being permissively used by a lessee if the owner furnishes the name, address and operator's license number of the person renting or leasing the motor vehicle at the time the violation occurred to the City within thirty (30) days from the time of receipt of written request for such information.

E. *Automated Photo Traffic Enforcement System Authorized.* An automated photo traffic enforcement system is hereby authorized to be installed and operated within the City for the purpose of detecting violations of public safety at intersections and/or violations of other traffic ordinances at intersections. Specific system locations and uses shall be determined from time to time by the City Administrator. Recorded images shall constitute sufficient basis for citation if alone or in combination they clearly show a violation of this [Section 315.140](#) or other traffic ordinance at an intersection and the license plate and license number

of the motor vehicle. Recorded images may also be used as evidence of other violations to the extent permitted by applicable law.

F. *Enforcement Procedures.*

1. Except as otherwise provided herein, upon review of recorded image(s) showing an infraction under this Section 315.140 or other ordinance violation at an intersection, a Police Officer of the City Police Department shall complete a citation in a form approved by the City Administrator (which form may be completed electronically or online) and the City shall cause the completed citation to be mailed to the owner at its last known address by first class U.S. mail, postage prepaid, within thirty (30) days after the date the recorded image(s) were taken.

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

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

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

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

e. The citation shall include a request that the name, address and operator's license number of any person renting or leasing the motor vehicle

at the time the violation occurred be furnished to the City within thirty (30) days of receipt of the request.

2. Any sworn statement provided by an owner shall be examined by the City prosecuting attorney. If the City prosecuting attorney determines that a statement is sufficient hereunder, and not contrary to the applicable recorded images, then the citation shall be withdrawn and a letter to that effect shall be sent to the owner by the City. If the City prosecuting attorney determines that a statement is insufficient including, but not limited to, a determination based upon a comparison of the statement to the recorded image(s), then a letter shall be sent to the owner (any or all of them) at its last known address by first class U.S. mail, postage prepaid, by the City indicating that the statement was insufficient and the fine must be paid at the appropriate time and place in the City within thirty (30) days of the date of the letter and shall inform the owner that absent such payment the owner will receive summons to appear before the Municipal Court regarding the citation. If the statement timely provides the name, address and operator's license number of any person renting or leasing the motor vehicle at the time the violation occurred, then the citation shall be withdrawn, a letter to that effect shall be sent to the owner by the City and a new citation shall be issued to the identified person together with a copy of the identifying statement, which person shall be liable as if an owner. If a person in unlawful possession of a stolen vehicle or a vehicle bearing stolen license plates or tags that violates this Section is identified, such person shall be liable as if an owner.

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

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

H. *Warning Signs.* An automated photo traffic enforcement system may be identified by advance warning signs posted at entrances to the City and/or at

specific system locations, if the City Administrator determines that such signs will enhance the efficacy of the system. Absence of such signs shall not provide justification for or excuse a violation.

I. *Failure To Respond.* Any person who:

1. Fails to either:

- a. Respond to a citation or letter issued under this Section by timely payment of fine or by timely and sufficient statement as described herein, or
- b. Appear in related Municipal Court proceedings; or

2. Submits a false sworn statement hereunder;

shall be subject to prosecution for failure to respond to citation in the Municipal Court for violation of this Section subject to the general penalty provisions of [Section 100.090](#) in addition to any other applicable liabilities or sanctions, including, but not limited to, rejection of any application for any license or permit or other authorization or benefit from the City until such failure is rectified.

J. *Additional Public Safety Education And Incentives.* The City Administrator may employ other measures as he may determine from time to time to provide education and/or incentives for the public to comply with this Section and other traffic and safety ordinances, including but not limited to reward programs for residents who do not violate this Section during specified time periods. (R.O. 2008 §16-398; Ord. No. 4024 §1, 6-12-06; Ord. No. 4078 §1, 9-23-07; Ord. No. 5016 §1, 1-14-08; Ord. No. 5283 §1, 11-12-12)

Section 3. Section 350.060 regarding owner responsibility for parking violations is hereby amended to read as follows:

SECTION 350.060: REGISTERED OWNER RESPONSIBLE

In any prosecution charging a violation of any of the provisions of this Chapter governing or regulating the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the citation or complaint was parked in violation of the

Chapter, together with proof that the defendant named therein was at the time of such violation the registered owner of such vehicle, shall constitute sufficient evidence that the defendant was the registered owner and that the defendant was the person who parked the vehicle at the point where and for the time during which the violation occurred. It shall be proof that the defendant was the registered owner if he/she was so designated by the motor vehicle registration list. Liability under this Chapter is based on ownership, without regard to whether the owner was operating the motor vehicle at the time of the violation, except that, as provided in Section 304.120.4, RSMo., no liability shall be imposed on the owner of a motor vehicle when the vehicle is being permissively used by a lessee if the owner furnishes the name, address and operator's license number of the person renting or leasing the motor vehicle at the time the violation occurred by the City within thirty (30) days from the time of receipt of written request for such information. Citations may be mailed to owners or left with the vehicles. (R.O. 2008 §16-323; Ord. No. 977 §1(13.28), 1-5-81)

Section 4. Section 360.060 regarding parking tickets is hereby amended to read as follows:

SECTION 360.060: WARNING OF ARREST SENT UPON FAILURE TO APPEAR

If a violator of the restrictions on stopping, standing or parking under the traffic laws or ordinances does not appear in response to a uniform traffic ticket affixed to such motor vehicle within a period of five (5) days, the Violations Bureau shall send to the owner of the motor vehicle to which the traffic ticket was affixed a letter informing him/her of the violation and warning him/her that in the event such letter is disregarded for a period of five (5) days a warrant of arrest will be issued. Failure to respond to a citation for violation of stopping, standing or parking under traffic laws or ordinances shall be grounds for prosecution as provided in paragraph I. of Section 315.140.

Section 5: This Ordinance shall become effective pursuant to Section 3.11(g) of the City Charter.

Passed this _____ day of _____, 2013.

Scott Saunders, President

City Council

Approved this _____ day of _____, 2013.

Barry Glantz

Mayor

ATTEST:

Deborah Ryan, MRCC

City Clerk

BILL No. 5466

ORDINANCE No. _____

AN ORDINANCE AMENDING AND RESTATING THE PROVISIONS OF THE DEFINED BENEFIT RETIREMENT PLAN FOR EMPLOYEES OF THE CITY OF CREVE COEUR.

WHEREAS, the City has in effect a Defined Benefit Retirement Plan for Employees of the City of Creve Coeur, and

WHEREAS, the City Council has amended the plan since last restating it and has determined to make minor technical changes to the plan and restate the plan for clarity; and

WHEREAS, the City has complied with the requirements of Chapter 105 RSMo;

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

Section 1: The Defined Benefit Retirement Plan for Employees of the City of Creve Coeur is hereby amended and restated as set forth in **Exhibit A** attached hereto. The City Administrator is hereby authorized and directed to execute the Plan substantially in the form attached hereto as **Exhibit A** and the City Clerk is authorized and directed to attest thereto. The agreement as executed shall be consistent with the provisions and intent of this Ordinance and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Plan.

Section 2: This Ordinance shall become effective pursuant to Section 3.11(g) of the City Charter.

Passed this ____ day of _____, 2013.

Scott Saunders, President
City Council

Approved this ____ day of _____, 2013.

Barry Glantz
Mayor

ATTEST:

Deborah Ryan, MRCC
City Clerk

**Defined Benefit Retirement Plan for Employees
of the City of Creve Coeur**

Amended and Restated Effective July 1, 2013

(Includes Changes Through Ordinance 5267 and Restatement Ord)

Ordinance Nos.

~~2131~~
2147
2157
2295
3067
4008
4038
4072
5067
5072
5112
5203
5267

Table of Contents

	<u>Page</u>
Introduction	1
ARTICLE I	2
Definitions	2
1.01 Accrued Benefit	2
1.02 Actuarial Equivalent or Actuarial Equivalence	2
1.03 Beneficiary	2
1.04 Board of Trustees	2
1.05 City	3
1.06 City Council	3
1.07 Code	3
1.08 Compensation	3
1.09 Early Retirement Age	4
1.10 Employee	5
1.10.1 Employee Contributions	5
1.11 Entry Date	5
1.12 Full-Time Employee	5
1.13 Late Retirement Date	5
1.14 Military Leave	5
1.15 Normal Retirement Age	5
1.16 Participant	5
1.17 Plan	5
1.18 Plan Year	5
1.19 Retirement Benefit or Benefit	5
1.20 Spouse	6
1.21 Trust Fund	6
1.22 Trustee	6
1.23 Unreduced Early Retirement Age	6
1.24 Year of Service	6
ARTICLE II	8
Service	8

2.01—Eligibility Requirements.....	8
2.02—Participation after a Termination Date.....	8
2.03—Inactive Participants.....	8
2.04—Disregard of Credited Service.....	8
2.05—Vesting in Accrued Benefit.....	9
2.06—Uniform Services Employment and Reemployment Rights Act of 1994.....	9
—2.07—Employee Contributions.....	
ARTICLE III.....	10
Retirement Benefits.....	10
3.01—Normal Retirement Benefit.....	10
3.02—Early Retirement Benefit.....	10
3.03—Late Retirement Benefit.....	10
3.04—Cost of Living Increase for Certain Retirees.....	11
—3.05—Minimum Benefits.....	
ARTICLE IV.....	12
Benefits upon Termination of Employment.....	12
4.01—Deferred Normal Retirement Benefit.....	12
4.02—Deferred Early Retirement Benefit.....	12
4.03—Reemployment Adjustment.....	12
4.04—Cost of Living Increase for Certain Terminated Employees with Vested Accrued Benefits.....	13
ARTICLE V.....	14
Form and Payment of Retirement Benefits.....	14
5.01—Normal Form of Benefit.....	14
5.02—Forms of Benefit.....	14
5.03—Cash-out of Accrued Benefit.....	14
5.04—Commencement of Benefits.....	15
5.05—Methods of Distribution.....	16
5.06—Termination for Cause.....	18
ARTICLE VI.....	19
Preretirement Death Benefits.....	19
6.01—Eligibility for Death Benefit.....	19
6.02—Amount of Death Benefit.....	19
6.03—Cash-out of Accrued Benefit.....	20
6.04—Time of Payment.....	20
ARTICLE VII.....	21
Limitations on Benefits.....	21
7.01—Limitation on Annual Benefi.....	21
7.02—Adjustment for Early or Late Commencement.....	22
7.03—Reduction for Less Than 10 Years of Participation or Service.....	23
7.04—Combined Plan Limits.....	23
ARTICLE VIII.....	24
Plan Administration.....	24
8.01—Plan Administration.....	24
8.02—Powers and Duties of the Board of Trustees with Respect to Plan Administration.....	24

8.03 Powers and Duties with Respect to the Trust	25
8.04 Administrative and Professional Assistance	27
8.05 Delegation and Reliance	27
8.06 Expenses of the Plan	27
8.07 Claims Procedure	27
ARTICLE IX	29
Amendment or Termination	29
9.01 Right to Terminate	29
9.02 Right to Amend	29
9.03 Notice of Termination	29
9.04 Allocation of Assets	29
9.05 Payments of Benefits	29
9.06 Restriction on Distribution of Benefits	30
9.07 Repayment of Restricted Amounts	31
ARTICLE X	33
Funding of the Plan	33
10.01 Establishment of Trust	33
10.02 Contributions	33
10.03 Funding Standards	34
10.04 Changes in Funding Medium or Method	34
10.05 Purchase of Annuities	34
10.06 No Diversion	34
10.07 Treatment of Forfeitures	34
10.08 Return of Contributions	35
ARTICLE XI	36
General Provisions	36
11.01 Non-Alienation	36
11.02 Substitute Payee	37
11.03 Absence of Guarantee	37
11.04 No Contract	37
11.05 Missing Persons	37
11.06 Direct Rollover	37
Article XII	39
Deferred Retirement Option Program	39
12.01 Deferred Retirement Option Program	39
Introduction	1
ARTICLE I	2
Definitions	2
1.01 Accrued Benefit	2
1.02 Actuarial Equivalent or Actuarial Equivalence	2
1.03 Beneficiary	2
1.04 Board of Trustees	2
1.05 City	3
1.06 City Council	3
1.07 Code	3
1.08 Compensation	3

1.09	Early Retirement Age	4
1.10	Employee	5
1.11	Entry Date	5
1.12	Full-Time Employee	5
1.13	Late Retirement Date	5
1.14	Military Leave.....	5
1.15	Normal Retirement Age	5
1.16	Participant	5
1.17	Plan.....	5
1.18	Plan Year	5
1.19	Retirement Benefit or Benefit	5
1.20	Spouse.....	6
1.21	Trust Fund	6
1.22	Trustee.....	6
1.23	Unreduced Early Retirement Age	6
1.24	Year of Service	6
ARTICLE II		8
Service		8
2.01	Eligibility Requirements.....	8
2.02	Participation after a Termination Date.....	8
2.03	Inactive Participants.....	8
2.04	Disregard of Credited Service	8
2.05	Vesting in Accrued Benefit.....	9
2.06	Uniform Services Employment and Reemployment Rights Act of 1994.....	9
2.07	Employee Contributions.....	9
ARTICLE III		10
Retirement Benefits.....		10
3.01	Normal Retirement Benefit.....	10
3.02	Early Retirement Benefit	10
3.03	Late Retirement Benefit	10
3.04	Cost of Living Increase for Certain Retirees	11
3.05	Minimum Benefits.	11
ARTICLE IV		12
Benefits upon Termination of Employment.....		12
4.01	Deferred Normal Retirement Benefit.....	12
4.02	Deferred Early Retirement Benefit	12
4.03	Reemployment Adjustment.....	12
4.04	Cost of Living Increase for Certain Terminated Employees with Vested Accrued Benefits.....	13
ARTICLE V		14
Form and Payment of Retirement Benefits		14
5.01	Normal Form of Benefit.....	14
5.02	Forms of Benefit.....	14
5.03	Cash-out of Accrued Benefit	14
5.04	Commencement of Benefits.....	15
5.05	Methods of Distribution	16

5.06	Termination for Cause	18
ARTICLE VI.....		19
Pre-retirement Death Benefits.....		19
6.01	Eligibility for Death Benefit	19
6.02	Amount of Death Benefit.....	19
6.03	Cash-out of Accrued Benefit	20
6.04	Time of Payment.....	20
6.05	Mandatory Survivor Benefits on Behalf of Participants Who Die In Qualified Military Service.....	20
ARTICLE VII.....		21
Limitations on Benefits		21
7.01	Limitation on Annual Benefit	21
7.02	Adjustment for Early or Late Commencement	22
7.03	Reduction for Less Than 10 Years of Participation or Service	23
7.04	Combined Plan Limits	23
ARTICLE VIII.....		24
Plan Administration		24
8.01	Plan Administration	24
8.02	Powers and Duties of the Board of Trustees with Respect to Plan Administration	24
8.03	Powers and Duties with Respect to the Trust.	25
8.04	Administrative and Professional Assistance	27
8.05	Delegation and Reliance.....	27
8.06	Expenses of the Plan	27
8.07	Claims Procedure	27
ARTICLE IX.....		29
Amendment or Termination.....		29
9.01	Right to Terminate	29
9.02	Right to Amend	29
9.03	Notice of Termination.....	29
9.04	Allocation of Assets.....	29
9.05	Payments of Benefits	29
9.06	Restriction on Distribution of Benefits	30
9.07	Repayment of Restricted Amounts	31
9.08	Vesting Upon Plan Termination.	32
ARTICLE X.....		33
Funding of the Plan		33
10.01	Establishment of Trust	33
10.02	Contributions.....	33
10.03	Funding Standards.....	34
10.04	Changes in Funding Medium or Method	34
10.05	Purchase of Annuities	34
10.06	No Diversion	34
10.07	Treatment of Forfeitures	34
10.08	Return of Contributions	35
ARTICLE XI.....		36

General Provisions	36
11.01 Non-Alienation	36
11.02 Substitute Payee.....	37
11.03 Absence of Guarantee	37
11.04 No Contract.....	37
11.05 Missing Persons.....	37
11.06 Direct Rollover	37
Article XII.....	39
Deferred Retirement Option Program.....	39
12.01 Deferred Retirement Option Program	39

Introduction

The Retirement Plan for Employees of the City of Creve Coeur (hereinafter the "Plan") is hereby amended and restated by the City of Creve Coeur, Missouri (hereinafter the "City").

The rights and benefits of Participants who are Active Participants in the Plan on or after June 26, 2001, the effective date of the restatement approved by Ordinance 2131, shall be determined as provided in this amended and restated Plan. The rights and benefits of any Participant who was not an Active Participant on or after June 26, 2001, but who is entitled to benefits under the Plan, shall be determined in accordance with the applicable provisions of the Plan in effect at the time such Participant separated from service, except as required by applicable law or regulation or except as specifically provided or changed by subsequent amendments.

It is intended that the Plan qualify under Sections 401(a) of the Code. Except as otherwise provided, the Plan and all matters relating thereto shall be governed, construed and administered in accordance with the applicable laws of the United States and the State of Missouri.

This Plan is a governmental plan under section 414(d) of the Code. This Plan was amended and restated pursuant to Ordinance No. 2131 effective June 26, 2001 and ~~subsequent~~**subsequent** amendments pursuant to Ordinance Nos. 2147, 2157, 2295, 3067, 4008, 4038, 4072, 5067, 5072, 5112, **5203** and ~~_____~~**5267**.

Effective May 23, 2006, the Plan shall be known as the Defined Benefit Retirement Plan for Employees of the City of Creve Coeur and shall only apply to Participants who were Active Participants as of that date or, as provided above, to Participants who were not Active Participants as of that date but who were entitled to benefits under the Plan at that time, current Employees at that time who became Participants under Section 2.01 of the Plan, and Participants who again became Active Participants pursuant to Section 2.02(a) of the Plan. Persons who became new Employees of the City after the foregoing effective date, including pursuant to Section 2.02(b) of the Plan, shall not be eligible to become a Participant of the Plan.

Effective July 1, 2011, per Ordinance ~~_____~~**5203**, Active Participants must make required Employee Contributions as provided herein to meet Compensation and Credited Service requirements.

ARTICLE I

Definitions

The following terms used in the Plan have the meanings ascribed to them in Article I unless a different meaning is plainly required by the context. Some of the words and phrases used in the Plan are not defined in this Article I, but, for convenience, are defined as they are introduced into the text. Words in one gender should be deemed to include the other gender. Nouns and pronouns stated in the singular should be deemed to include the plural and the plural should be deemed to include the singular whenever appropriate. Any headings used herein are included for ease of reference only, and are not to be construed so as to alter any of the terms of the Plan.

- 1.01 Accrued Benefit means the amount of the monthly Retirement Benefit a Participant has earned as of the applicable determination date and shall be determined as provided in Article III and Article IV, as applicable.
- 1.02 Actuarial Equivalent or Actuarial Equivalence means a benefit which is of equal value at the date of determination to the benefit for which it is to be substituted. For all purposes other than lump sum benefits, Actuarial Equivalence shall be based upon an interest rate of eight percent (8%) and a mortality table constructed from eighty-five percent (85%) of the male rates and fifteen percent (15%) of the female rates from the 1971 Group Annuity Mortality Table.

For lump sum benefits, Actuarial Equivalence shall be based on the annual rate of interest on 30-year Treasury securities, as specified by the Secretary of Treasury, for the second month preceding the Plan Year in which the determination is made. For lump sum benefits, Actuarial Equivalence shall also be based on the 1983 Group Annuity Mortality Table converted to a unisex basis by assuming fifty percent (50%) males. Effective for distributions with annuity starting dates on and after July 1, 2008, Actuarial Equivalence shall be based on the applicable interest rate and applicable mortality table. Applicable interest rate means the interest rate prescribed under Code Section 417(e)(3)(C) (as it reads effective on and after January 1, 2008) as in effect for the second month prior to the calendar year in which the determination is made and the applicable mortality table means the mortality table prescribed under Code section 417(e)(3)(B) (as it reads effective on and after January 1, 2008). ~~[Ord. 5267]~~

- 1.03 Beneficiary means a person or entity designated as such by a Participant, on a form provided by the Board of Trustees, to receive benefits payable upon the Participant's death. If no person designated as Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.
- 1.04 Board of Trustees means the committee comprised of a City Council member (to be nominated by the Mayor and ratified by the City Council), one (1) City Finance

Committee member (to be designated by the Finance Committee), two (2) Plan Participants (to be elected by vote of Participants), three (3) residents of the City (to be nominated by the Mayor and ratified by the City Council and one or more of such residents may be members of the City Finance Committee), the City Administrator (ex-officio) and the City Finance Director (ex-officio).

Effective for members appointed after the September 12, 2001, each member of the Board of Trustees, other than the City Administrator and Finance Director, shall serve for a term of three (3) years, up to a maximum of three (3) consecutive terms. In the event of the resignation or removal of a member, the new member's term shall be established to complete the unexpired term of the former member. In no event shall any member of the Board of Trustees serve for more than nine (9) consecutive years.

1.05 City means City of Creve Coeur, Missouri.

1.06 City Council means the City Council of the City of Creve Coeur, Missouri.

1.07 Code means the Internal Revenue Code of 1986 as amended from time to time. All references to specific Code sections are deemed to be references to such sections as they may be amended or superseded.

1.08 Compensation.¹

(a) Compensation means the Participant's earnings during employment with the City. Earnings shall include wages and salary, and longevity pay, but shall not include bonuses, commissions, overtime pay, expense allowances, pay in lieu of vacation, holiday pay and other similar items. Earnings include any amount which is not includable in the gross income of the Employee under Sections 125(a)(8), 402(h), 403(b) or 457 of the Code. Only employees last hired before August 1, 2004 are entitled to longevity pay. Notwithstanding any other provision of this Plan, no employee last hired on or after August 1, 2004 is entitled to longevity pay.

Compensation of each Participant taken into account under the Plan for determining all benefits provided under the Plan for any determination period shall not exceed the limit on Compensation prescribed in Section 401(a)(17) of the Code (the "Section 401(a)(17) Limit"). For Plan Years beginning before January 1, 2002, the limit is one hundred fifty thousand dollars (\$150,000), as adjusted for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. For Plan Years beginning on or after January 1, 2002, the Section 401(a)(17) Limit shall be two hundred thousand dollars (\$200,000) as adjusted for increases in the cost of living in accordance with Code Section 401(a)(17)(B). The cost of living adjustment in effect on January 1 of any

¹ Version effective as of July 1, 2002

calendar year shall apply to any determination period beginning in such calendar year. For this purpose, the "determination period" is any period not exceeding twelve (12) months over which Compensation is determined. If a determination period consists of fewer than twelve (12) months, the Section 401(a)(17) Limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is twelve (12).

For Plan Years beginning before January 1, 1997, in determining the Compensation of a Participant for purposes of this limitation, the rules of Section 414(q)(6) of the Code shall apply, except in applying such rules, the term "family" shall include only the Spouse of the participant and any lineal descendant of the Participant who has not attained the age of nineteen (19) years before the close of the year. If, as a result of the application of such rules, the adjusted Section 401(a)(17) Limit is exceeded, then the limitation shall be prorated among the affected individuals in proportion to each such individual's Compensation as determined under this Section prior to the application of this limitation. This paragraph shall not apply in calculating Compensation for Plan Years beginning on and after January 1, 1997.

If Compensation for any prior determination period is taken into account in determining a Participant's benefits accruing in the current Plan Year, the Compensation for the prior determination period is subject to the adjusted 401(a)(17) Limit in effect for that prior determination period. For benefits accruing in Plan Years beginning on or after January 1, 1994 and before January 1, 2002, with respect to determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the Section 401(a)(17) Limit is one hundred and fifty thousand dollars (\$150,000). For benefits accruing in Plan Years beginning on or after January 1, 2002 with respect to determination periods before such date, the Section 401(a)(17) Limits is two hundred thousand dollars (\$200,000).

- (b) Final Average Compensation means the monthly average of a Participant's Compensation over the sixty (60) consecutive months out of the last one hundred twenty (120) months of employment immediately preceding the applicable determination date which produces the highest average. If a Participant does not have the requisite amount of service described above, Final Average Compensation shall be determined on the basis of his entire period of employment as an Employee. In making such calculation, Compensation paid in any month after June 30, 2011 in which a Participant does not make required Employee Contributions shall be disregarded.
- 1.09 Early Retirement Age means the date on which the Participant first attains age fifty (50) and has completed at least twenty (20) years of Credited Service. Early Retirement Date means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of any month coinciding

with or following the Participant's attainment of his Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.

1.10 Employee means a person employed by the City.

1.10.1- Employee Contributions refer to contributions required to be made by Participants pursuant to Article X.

1.11 Entry Date means the date an Employee may enter the Plan. The Entry Date shall be the July 1 coinciding with or next following the date the Employee satisfies the eligibility requirements set out in Section 2.01 of the Plan.

1.12 Full-Time Employee means a person duly employed by the City in a position for which employment with the City is at least 35 hours per seven-day work period.

1.13 Late Retirement Date means the first day of the month coinciding with or immediately following the date a Participant retires, where such date is after his Normal Retirement Date.

1.14 Military Leave means leave granted by the City to enable an Employee to serve in the armed forces of the United States of America.

1.15 Normal Retirement Age means (a) for a Participant who is a uniformed police officer, the date the Participant attains age fifty-five (55), and (b) for any other Participant, the date the Participant attains age sixty-five. Normal Retirement Date means the first day of the month coinciding with or next following the date the Participant attains his Normal Retirement Age. A Participant shall be one hundred percent (100%) vested in his Accrued Benefit upon the attainment of Normal Retirement Age.

1.16 Participant means any Employee who becomes eligible to participate in the Plan pursuant to Article II and who continues to be entitled to any benefits under the Plan. An Active Participant means any Participant who is a Full-Time Employee of the City on a determination date. An Inactive Participant means any Participant who has ceased to be a Full-Time Employee but who continues to be an Employee of the City.

1.17 Plan means Defined Benefit Retirement Plan for Employees of the City of Creve Coeur as it may from time to time be amended.

1.18 Plan Year means the twelve (12) consecutive month period beginning on July 1 and ending on the next following June 30.

1.19 Retirement Benefit or Benefit means the amount to which a Participant shall become entitled, is entitled to or is receiving under this Plan, pursuant to Articles III or IV.

- 1.20 Spouse means the person to whom the Participant is legally married at the relevant time.
- 1.21 Trust Fund means all sums of money or other property held by the Trustee for the purpose of providing benefits under the Plan.
- 1.22 Trustee means the Board of Trustees or successors thereto appointed to administer the Trust Fund.
- 1.23 Unreduced Early Retirement Age means the date that the sum of the Participant's age and years of Credited Service equals eighty-five (85). In determining the sum of a Participant's age and Credited Service, completed years and completed months of both age and Credited Service shall be used. Unreduced Early Retirement Date means the date the Participant elects to receive his Retirement Benefits under the Plan where such date is the first day of any month coinciding with or following the Participant's attainment of his Unreduced Early Retirement Age but is prior to the Participant's attainment of his Normal Retirement Age.
- 1.24 Year of Service and other service measurements under the Plan shall be determined utilizing the special definitions of this Section.
- (a) Continuous Service means a period of time commencing on the day the Employee is first employed or reemployed by the City (whichever is applicable) and ending on the date the Employee ceases to be employed by the City.
- (b) A Period of Severance means the period of time commencing on a Termination Date and ending on the date the Employee again performs an hour of service with the City as a Full-Time Employee.
- (c) Termination Date means:
- (i) The date the Employee resigns, retires, dies, or is discharged from employment with the City, or
- (ii) The date the Employee ceases to be a Full-Time Employee.

Absences from employment while an Employee is on an authorized leave of absence, Military Leave, or absences which are authorized uses of sick leave or Family Medical and Leave Act leave or vacation leave shall not be treated as a Termination Date or Period of Severance for purposes of the Plan.

(d) Credited Service means all years and completed months of service as a Full-Time Employee of the City. Credited Service shall include:

- (i) The first two (2) months of any leave of absence authorized by the City; or
- (ii) Any period of absence under a Military Leave to the extent such period is required to be credited as Credited Service under applicable Federal or State law.

Notwithstanding the foregoing, as to any Participant who is a DROP Participant pursuant to Article XII, the crediting of Years of Service, Continuous Service and Credited Service shall be subject to Article XII; furthermore, Credited Service shall not include any month after June 30, 2011 during which a Participant does not make required Employee Contributions.

ARTICLE II

Service

2.01 Eligibility Requirements. Each Employee who was a Participant in the Plan immediately prior to June 26, 2001 shall continue to be a Participant subject to the terms and conditions of this Plan. Each other Employee shall become a Participant in this Plan on the Entry Date coinciding with or next the date he meets each of the following requirements:

- (a) He is a Full-Time Employee;
- (b) He has attained age twenty-one (21); and
- (c) He has completed two (2) Years of Continuous Service.

No person who becomes a new Employee of the City after May 23, 2006, including pursuant to Section 2.02(b), shall be eligible to become a Participant in the Plan.

2.02 Participation after a Termination Date.

- (a) A Participant who had a Termination Date prior to the time he became vested in any portion of his Accrued Benefit shall again become an Active Participant in the Plan on the Entry Date that coincides with or next follows the date he subsequently resumes employment as a Full-Time Employee, if such employment occurs within five years of such Termination Date.
- (b) A Participant described in subsection (a) who does not resume employment as a Full-Time Employee within five years of his Termination Date will be treated, upon subsequent reemployment as a new employee subject to the participation requirements of Section 2.01.

2.03 Inactive Participants. Subject to Section 2.04, an Inactive Participant shall not be credited with Credited Service or Compensation for the period he is an Inactive Participant but shall continue to be credited with years of Continuous Service until employment with the City ceases.

2.04 Disregard of Credited Service. If a Participant has a Termination Date prior to vesting in any portion of his Accrued Benefit, Credited Service earned before such Termination Date shall not be taken into account unless the Participant resumes employment as a Full-Time Employee within five (5) Years of his Termination Date and then completes an additional five years of Continuous Service.

- 2.05 Vesting in Accrued Benefit. A Participant shall become 100% vested in his Accrued Benefit upon completion of eight (8) years of Credited Service. A Participant who has not completed eight (8) years of Credited Service shall become vested in his Accrued Benefit according to the following schedule:

Sum of Participant's Age as of Last Birthday and years of Credited Service	Vested Percentage
Less than 50	0%
50	50%
51	60%
52	70%
53	80%
54	90%
55 and above	100%

- 2.06 Uniform Services Employment and Reemployment Rights Act of 1994. Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994 contributions, Benefits and Credited Service with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. Effective January 1, 2007, in the case of a Participant who dies while performing qualified military service (as defined in Code section 414(u) and any related legislation or guidance) and while his reemployment rights are protected by the Uniformed Services Employment and Reemployment Rights Act of 1994, for purposes of determining eligibility for any additional benefits to which a Participant's survivors would have become entitled if he had been employed by the Employer on his date of death (including computation of a Participant's vested percentage, but excluding benefit accruals relating to the period of such qualified military service) such Participant will be deemed to have resumed employment prior to his or her death and then to have terminated employment on account of death. [\[Ord. 5267\]](#)

- 2.07 Employee Contributions. Credited Service shall not include any month after June 30, 2011 during which a Participant does not make a required Employee Contributions.

ARTICLE III

Retirement Benefits

- 3.01 Normal Retirement Benefit. A Participant who retires on his Normal Retirement Date shall be entitled to a monthly Retirement Benefit commencing on his Normal Retirement Date equal to the product of: (a) one and seven tenths percent (1.7%) of the Participant's Final Average Compensation multiplied by (b) the Participant's Credited Service, not to exceed thirty (30) years.

Notwithstanding the foregoing, for those Employees who were Active Participants in the Plan on June 30, 2001, item (a) above shall be two percent (2%) of the Participant's Final Average Compensation. The preceding sentence shall not apply to those Employees who were Active Participants in the Plan on June 30, 2001 but who filed a timely and proper election with the Plan Administrator on forms provided by the Plan Administrator to instead participate in the City of Creve Coeur Employees' Money Purchase Pension Plan. The foregoing election was timely filed if it was received by the Plan Administrator on or before July 31, 2001.

Notwithstanding the above, for those Employees hired before July 1, 1994, the foregoing Normal Retirement Benefit shall be no less than the benefit formula in effect prior to that date.

- 3.02 Early Retirement Benefit.

(a) In lieu of his Normal Retirement Benefit, a Participant who retires after attaining his Early Retirement Age may elect to receive a monthly Early Retirement Benefit commencing on his Early Retirement Date equal to his Accrued Benefit as of his Early Retirement Date, reduced so that the benefit will be the Actuarial Equivalent to his benefit as if payable starting at his Normal Retirement Date. ~~{Ord. 5267}~~

(b) A Participant who retires after attaining his Unreduced Early Retirement Age may elect to receive a monthly Early Retirement Benefit commencing on his Unreduced Early Retirement Date equal to his Accrued Benefit as of such Unreduced Early Retirement Date. There shall be no reduction for commencement of such benefits prior to the Participant's Normal Retirement Date. ~~{Ord. 5267}~~

- 3.03 Late Retirement Benefit. A Participant who retires after his Normal Retirement Date shall be entitled to receive a monthly Late Retirement Benefit commencing on his Late Retirement Date equal to his Accrued Benefit as of his Late Retirement Date, which shall be determined in the same manner as the Normal

Retirement Benefit, but taking into account his Compensation and Credited Service after his Normal Retirement Date.

- 3.04 Cost of Living Increase for Certain Retirees. For all Benefits payable pursuant to Article III on or after January 1, 2002, the monthly Retirement Benefit for each Participant or Beneficiary of a Participant who first retired or received payment of such Benefit prior to January 1, 2001 shall be increased effective January 1, 2002 by one and seventy-five one hundredth percent (1.75%) multiplied by the number of full years since the retiring Participant's actual Early, Late or Normal Retirement Date which triggered the payment of Benefits. Notwithstanding the foregoing, Participants who received a cash-out of their Accrued Benefit pursuant to Section 5.03, shall not be eligible for the Benefit described in the preceding sentence.

3.05 Minimum Benefits.

(a) If the aggregate of Benefit payments made to a Participant, his Spouse and Beneficiary is less than the Employee Contributions made by the Participant together with interest credited thereon, taking into account such Benefit payments, at an annual rate of return of 5%, the excess of such amount over the aggregate of such Benefit payments shall be payable to the Participant's Beneficiary as an additional death benefit.

(b) If upon termination of employment with the City a Participant has no vested Benefit, the Participant or his Beneficiary shall receive payment of his total Employee Contributions together with interest credited thereon at an annual rate of return of 5% through the last day of the month preceding such termination date, as soon as practicable.

ARTICLE IV

Benefits upon Termination of Employment

- 4.01 Deferred Normal Retirement Benefit. A Participant who separates from service before his Normal Retirement Date but after completing eight (8) years of Credited Service shall be entitled to a monthly Retirement Benefit commencing on his Normal Retirement Date equal to the product of: (a) one and seven tenths percent (1.7%) of the Participant's Final Average Compensation multiplied by (b), the Participant's Credited Service, not to exceed thirty (30) years.

If the Participant has not completed eight (8) years of Credited Service, the monthly Retirement Benefit shall be the amount obtained in the preceding paragraph multiplied by the applicable percentage set forth in Section 2.05. Any portion of such Benefit which is not vested shall be forfeited.

Notwithstanding the foregoing, for those Employees who were Active Participants in the Plan on June 30, 2001, item (a) above shall be two percent (2%) of the Participant's Final Average Compensation. The preceding sentence shall not apply to those Employees who were Active Participants in the Plan on June 30, 2001 but who filed a timely and proper election with the Plan Administrator on forms provided by the Plan Administrator to instead participate in the City of Creve Coeur Employees' Money Purchase Pension Plan. The foregoing election was timely filed if it was received by the Plan Administrator on or before July 31, 2001.

Notwithstanding the above, for those Employees hired before July 1, 1994, the foregoing Deferred Normal Retirement Benefit shall be no less than the benefit formula in effect prior to that date.

- 4.02 Deferred Early Retirement Benefit. A Participant entitled to the Deferred Normal Retirement Benefit described above who separated from service prior to attaining his Early Retirement Age may elect to receive the Benefit commencing at any time after age sixty-two (62). The amount of such Benefit shall be actuarially reduced to reflect early commencement.
- 4.03 Reemployment Adjustment. In the event a Participant who has separated from service with a right to a Deferred Normal Retirement Benefit is reemployed as a Full-Time Employee prior to the commencement of such benefits, the Benefits payable with respect to a Participant after subsequent separation from service shall be equal to the greater of:

(a) The Deferred Normal Retirement Benefit to which he was entitled under the Plan at the time of his prior separation from service, based on his previous Credited Service and Final Average Compensation, and

(b) The Deferred Normal Retirement Benefit to which he is entitled under Section 4.01 above based on his total Credited Service (including Credited Service earned before his reemployment) and his Final Average Compensation determined at the time of his subsequent separation from service.

- 4.04 Cost of Living Increase for Certain Terminated Employees with Vested Accrued Benefits. For all benefits payable pursuant to Article IV on or after January 1, 2002, the monthly Retirement Benefit for each Participant or Beneficiary of a Participant who first received payment of such Benefit prior to January 1, 2001 shall be increased effective January 1, 2002 by one and seventy-five one hundredth percent (1.75) multiplied by the number of full years since the individual's attaining the Early or Normal Retirement Date which triggered the payment of Benefits. Notwithstanding the foregoing, Individuals who receive a cash-out of their accrued Benefit pursuant to Section 5.03, shall not be eligible for the Benefit described in the preceding sentence.

ARTICLE V

Form and Payment of Retirement Benefits

- 5.01 Normal Form of Benefit. Unless a Participant elects an optional form of payment, the Benefits described in Article III and Article IV shall be payable in the form of a Ten Years Certain and Life Annuity, as described in Section 5.02(a). A Participant may elect an optional form of benefit in lieu of the normal form by electing such form in writing no more than 60 days before payment of his Benefits is to commence. The Participant will be provided with a written explanation of the various forms of benefits and the effect of an election of a specific form of benefit within a reasonable period before benefits are to commence.
- 5.02 Forms of Benefit. Benefits payable in a form other than that described in (a) below shall be the Actuarial Equivalent thereof:
- (a) Ten Years Certain and Life Annuity -- Under this form of benefit, payment of monthly installments shall continue for the Participant's lifetime. If the Participant dies before one hundred twenty (120) monthly installments have been paid, such benefit will be payable to the Participant's Beneficiary until a total of one hundred twenty (120) monthly installments have been paid. If, upon the Participant's death, there is no living designated Beneficiary, the commuted value of the unpaid installments shall be paid to the Participant's estate. If, after the Participant's death, the designated Beneficiary also dies prior to completion of payment of the 120 monthly installment payments, the commuted value of the unpaid installments shall be paid to the designated Beneficiary's estate. ~~[Ord. 5112]~~
 - (b) Joint and Survivor Annuity -- Under this form of benefit, which is available only if the Participant's Spouse is the designated annuitant, payment of monthly installments will be made for the lifetime of the Participant. If the Participant predeceases his Spouse, payment in an amount equal to fifty percent (50%), sixty-six and two-thirds percent (66-2/3%) or one hundred percent (100%), of the Participant's benefit will continue to the Spouse for life. The Participant shall elect the applicable percentage at the time he or she elects this form of benefit.
 - (c) Life Annuity -- Under this form of benefit (also referred to as a straight-life annuity), payment of monthly installments will continue for the lifetime of the Participant and will cease upon his death.
- 5.03 Cash-out of Accrued Benefit. Notwithstanding any other provisions of the Plan, a Participant who separates from service or retires with a vested Accrued Benefit

shall be paid the Actuarial Equivalent of such benefit in a single sum, provided that such Actuarial Equivalent does not exceed (1) for distributions prior to March 28, 2005, five thousand dollars (\$5,000) or (2) for distributions on or after March 28, 2005 one thousand dollars (\$1,000).

Effective for distributions on and after March 28, 2005, a Participant who separates from service or retires with a vested accrued benefit the single sum actuarial equivalent of which exceeds one thousand dollars (\$1,000) but does not exceed five thousand dollars (\$5,000) may elect, within such election period as prescribed by the Plan Administrator, to be paid the actuarial equivalent of such benefit in a single sum. A participant who does not elect and receive a single sum payment pursuant to this provision on or before the last day of the election period prescribed by the Plan Administrator shall no longer be entitled to a distribution pursuant to this section. However, at such time as the Participant is eligible to start receiving benefit payments without regard to this section, the Participant will again become eligible to elect, within the period prescribed by the Plan Administrator, to receive a distribution pursuant to this section, provided the lump sum actuarial equivalent of the Participant's vested accrued benefit is still greater than one thousand dollars (\$1,000) and not greater than five thousand dollars (\$5,000).

For purposes of this section, if the present value of the Participant's vested accrued benefit is zero, the Participant shall be deemed to have received a distribution of such vested benefit on the date his employment with the employer ends.

If a Participant who has received a single sum payment hereunder resumes employment covered under the Plan, such Participant's later Benefits hereunder shall not include Credited Service attributable to his prior period of employment.

5.04 Commencement of Benefits.

- (a) Unless the Participant elects otherwise in writing, the payment of Benefits under the Plan to a Participant shall commence no later than the sixtieth (60th) day after the close of the Plan Year in which the last of the following occurs:
 - (1) The Participant attains Normal Retirement Age;
 - (2) The tenth (10th) anniversary of the Participant's initial participation in the Plan; or
 - (3) The Participant terminates service with the City.
- (b) Notwithstanding the above, distribution of benefits must commence not later than the April 1 of the calendar year following the calendar year in

which the Participant attains age seventy and one half (70 1/2) or retires, whichever is later.

5.05 Methods of Distribution.²

- (a) All distributions required under this Section shall be determined and made in accordance with Section 401(a)(9) of the Code as in effect on January 1, 2002 or as hereafter amended and the regulations thereunder, including the incidental death benefit requirements of Code Section 401(a)(9)(G) as such sections apply to plans maintained by governmental entities. With respect to distributions made under the Plan on or after January 1, 2002 and before January 1, 2006 the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with Proposed Treasury Regulations issued July 27, 1987 thereunder. With respect to distributions made after December 31, 2005, the plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Treasury Regulations issued June 15, 2004 thereunder.
- (b) Distribution of benefits, if not made in a single sum, shall be made over one of the following periods (or a combination thereof): 1) the life of such Participant; 2) the lives of such Participant and a designated Beneficiary; 3) a period not extending beyond the life expectancy of such Participant or 4) a period not extending beyond the life expectancy of such Participant and a designated Beneficiary.
- (c) If the distribution of the Participant's interest has begun in accordance with the preceding paragraph and the Participant dies before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution used as of his date of death.
- (d) If the Participant dies before distribution commences, his or her entire interest will be distributed no later than the date specified below:
 - (1) Payments of any portion of such interest to the Participant's surviving Spouse shall be made over the life or life expectancy of such surviving Spouse commencing no later than December 31 of the Calendar year in which the Participant would have attained age seventy and one half (70 1/2) or, if later, December 31 of the calendar year containing the first anniversary of the Participant's death except to the extent an election is made to receive a distribution of the surviving Spouse's entire interest no later

² Version effective as of July 1, 2002

than December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (2) Distribution of the entire interest of a Beneficiary other than the Participant's surviving Spouse shall be made no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death except to the extent an election is made to receive distributions over the life or life expectancy of such designated Beneficiary commencing no later than December 31 of the calendar year containing the first anniversary of the Participant's death;

Such election must be made by the Participant (or his designated Beneficiary or surviving Spouse, if the Participant dies without having made such an election) on or before the earlier of the date by which distribution must commence absent such election and the date distribution must commence assuming such election has been made.

If the Spouse dies before payments begin, subsequent distributions are required under this subsection (except for subsection (d)(2)) as if the surviving Spouse was the participant.

- (e) For the purpose of this Section, distribution of a Participant's interest is considered to begin on the Participant's required beginning date (or, if the last sentence of subsection (d) applies, the date distribution is required to begin to the surviving Spouse pursuant to subsection (d)). If distribution in the form of an annuity irrevocably commences to the Participant before the required beginning date, distribution is considered to commence on the date it actually commences.
- (f) Any amount paid to a child shall be treated as if it had been paid to the surviving Spouse if such an amount will become payable to the surviving Spouse when the child reaches the age of majority.
- (g) For purposes of this Section, any distribution required under the incidental death benefit requirements of Section 401(a) of the Code shall be treated as a distribution required under Section 401(a)(9) of the Code.
- (h) If a Participant elects an optional form of benefit that provides a survivor benefit to a person other than a surviving Spouse, the survivor benefit shall be limited so that the value of the annuity payable during the Participant's lifetime shall not be less than fifty-one percent (51%) of the value of the Participant's Accrued Benefit calculated at his Retirement Date.

| 5.06 Termination for Cause. Notwithstanding the above, a Participant who has a Termination Date due to termination for cause shall not be entitled to Benefits under the Plan except for a return of Employee Contributions as provided herein. A termination for cause shall be deemed to occur if the reason for termination was the Participant's embezzlement, dishonesty, fraud or for any other felony in connection with the affairs of the City. For this purpose, termination may be through discharge or resignation.

The Board of Trustees shall make the determination whether to apply the provisions of this Section, taking into account the outcome of any criminal proceedings. Such determination shall be final, binding and conclusive on all concerned. This Section shall not be operative in the event the Plan is terminated. All Participants in similar situations shall be treated in a uniform and consistent manner for purposes of this Section.

ARTICLE VI

Pre-retirement Death Benefits

6.01 Eligibility for Death Benefit. A death benefit, determined under Section 6.02 below shall be payable with respect to a Participant:

- (a) Who separated from service on or after attaining his Early Retirement Age but postponed commencement of benefits, or
- (b) Who continues in employment with the City after his Normal Retirement Date, or
- (c) Who is actively employed with the City, is vested under the Plan, and has not reached his Normal Retirement Age under the Plan;

if such Participant dies before payment of his benefit commences.

6.02 Amount of Death Benefit.

- (a) If a Participant described in Section 6.01(a) or 6.01(b) dies after electing the Joint and Survivor form of payment, the death benefit payable to his surviving Spouse shall be a monthly annuity payable for life equal to two-thirds (2/3) of the amount of the monthly benefit which would have been payable to the Participant under that benefit form if the Participant's benefits had commenced on the first day of the month preceding his date of death.
- (b) If a Participant described in Section 6.01(a) or 6.01(b) dies without electing the Joint and Survivor form of payment, the death benefit payable to his designated beneficiary shall be 120 monthly payments, each of which is equal to the amount of monthly benefit which would have been payable to the Participant if the Participant's benefits had commenced on the first day of the month preceding his date of death.
- (c) For a Participant described in Section 6.01(c), the death benefit payable to his surviving Spouse shall be a monthly annuity of the amount that would have been payable to such surviving Spouse if such Participant had:
 - (1) Separated from service on his date of death;
 - (2) Survived to the date he would first have been eligible to retire and commence benefits under the Plan;

- (3) Retired with the 66 2/3% Joint and Survivor Annuity form at such date; and
- (4) Died immediately thereafter.

In computing the benefit hereunder, only Compensation and Credited Service actually earned by the Participant prior to date of death shall be taken into account.

- 6.03 Cash-out of Accrued Benefit. Notwithstanding any other provision of the Plan, in the event the actuarial equivalent of the death benefit does not exceed five thousand dollars (\$5,000), payment of such benefit shall be in the form of a single sum. In the event the actuarial equivalent of the death benefit exceeds such amount, at the option of the surviving Spouse or Beneficiary, payment of such equivalent benefit may be in lieu of the benefits otherwise payable under this Article VI.
- 6.04 Time of Payment. Payments of the death benefits described in Section 6.01(a) or Section 6.01(b) shall commence on the first day of the month coinciding with or next following the Participant's death. Payments of the death benefit described in Section 6.02(c) shall commence on the first day of the month in which the Participant would first have been eligible to retire and commence benefits under the Plan. However, at the election of the surviving Spouse, commencement of payments may be postponed to a date which is no later than the first day of the month in which the Participant would have attained his Normal Retirement Age under the Plan. If such payments are postponed, the amount of the payment shall be determined as if the Participant separated from service on his date of death, survived to the date the surviving Spouse elects to commence benefits, retired with a 66 2/3% Joint and Survivor annuity form at such date, and died immediately thereafter.
- 6.05 Mandatory Survivor Benefits on Behalf of Participants Who Die In Qualified Military Service. Effective January 1, 2007, the death benefit paid with respect to a Participant who dies in Qualified Military Service shall be determined as provided in Section 2.06. [Ord. 5267]

ARTICLE VII

Limitations on Benefits

7.01 Limitation on Annual Benefit.³

- (a) Notwithstanding any other provision of the Plan, the annual benefit to which a Participant is entitled under the Plan shall not, in any limitation year, be in an amount which would exceed the applicable limitations under Code section 415 and regulations thereof, including, effective July 1, 2007, the final regulations thereunder issued April 5, 2007 as such Code section and regulations apply to plans maintained by governmental entities. As of January 1 of each calendar year commencing on or after January 1, 2002, the dollar limitation as determined by the Commissioner of Internal Revenue for that calendar year shall become effective as the maximum permissible dollar amount of benefit payable under the Plan during the limitation year ending within that calendar year.

The application of the provisions of this article shall not cause the maximum permissible benefit for any participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last limitation year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code section 415 in effect as of the end of the last limitation year beginning before July 1, 2007, as described in Section 1.415(a)-1(g)(4) of the Income Tax Regulations.

- (b) The increased limitations of Code section 415(b) effective on and after January 1, 2002 shall apply solely to Employees participating in the Plan who have at least one hour of service on or after January 1, 2002.
- (c) The term "limitation year" is the 12-month period used for application of the limitations under Code section 415 and, unless a different 12-month period has been elected by the Employer in accordance with rules or regulations issued by the Internal

³ Version effective as of July 1, 2007

Revenue Service or the Department of Labor, shall be the calendar year.

- (d) For purposes of applying the adjustments required under Code section 415(b)(2), the “applicable interest rate” is the annual rate of interest on 30-year Treasury Securities as specified by the Commissioner of Internal Revenue for the second month preceding the first day of the calendar quarter in which the determination is made and “applicable mortality table” is the table prescribed by the Secretary of the Treasury as described in Code section 415(b)(2)(E)(v). Applicable interest rate means the interest rate prescribed under Code Section 417(e)(3)(C) (as it reads effective on and after January 1, 2008) as in effect for the limitation year in which the determination is made and the applicable mortality table means the mortality table prescribed under Code section 417(e)(3)(B) (as it reads effective on and after January 1, 2008).
[Ord. 5267]

7.02 Adjustment for Early or Late Commencement. The dollar limitation under Section 7.01 shall be modified as follows to reflect early or late commencement of benefits.

- (a) If the Participant's Benefit commences prior to age sixty-two (62), the dollar limitation shall be the actuarial equivalent of Section 7.01 above, payable at age sixty-two (62), as determined above, reduced for each month by which benefits commence before the month in which the Participant attains age sixty-two (62). The interest rate for determining actuarial equivalence shall be the greater of the interest rate assumption under the Plan or an assumption of five percent (5%) per year. Provided, however, that the reduction under this subsection shall not reduce the dollar limitation below: (i) \$75,000 if the benefit begins at or after age fifty-five (55) or (ii) if the benefit begins before age fifty-five (55), the actuarial equivalent of the \$75,000 limitation at age fifty-five (55). For years beginning before 12/31/96, this subsection (a) shall not reduce the dollar limitation of Section 7.01 for qualified police to an amount less than \$50,000 as adjusted by the Secretary of Treasury. Effective for years after 12/31/96, in the case of a qualified participant as defined in Code Section 415(b)(2)(H) this subsection (a) shall not apply. This adjustment shall also not apply in the case of survivor benefits as described in Code Section 415(b)(2)(I).
- (b) If the Participant's Benefit commences after age sixty-five (65), the dollar limitation shall be the Actuarial Equivalent of Section 7.01 above payable at age sixty-five (65), based on the lesser of the interest rate assumption under the Plan or on an assumption of five percent (5%) per year.

7.03 Reduction for Less Than 10 Years of Participation or Service.

- (a) Reduced Dollar Limitation. If a Participant is credited with fewer than ten (10) years of Plan participation, the dollar limitation of Code Section 415(b)(1)(A) referenced in Section 7.01, as it may be adjusted as specified in Section 7.02, shall be reduced by multiplying such amount by a fraction not to exceed one (1.0), the numerator of which is the Participant's number of years of participation (or part thereof) and the denominator of which is ten (10).
- (b) Limitation on Compensation and Benefits. If a Participant is credited with fewer than ten (10) years of service with the City, the compensation limit of Code Section 415(b)(1)(B) and annual ten thousand dollar (\$10,000) limitation of Code Section 415(b)(4) as referenced in Section 7.01 shall be reduced by multiplying such amounts by a fraction not to exceed one (1.0), the numerator of which is the Participant's number of years of service and the denominator of which is ten (10).
- (c) Change in Benefit Structure. To the extent provided in regulations, the reductions set out herein shall be applied separately with respect to each change in the benefit structure of the Plan.

In no event shall the reductions set out in (a) and (b) above result in a limitation or amount which is less than one-tenth (1/10) of such limitation or amount determined without regard to this Section 7.03.

- 7.04 Combined Plan Limits. For tax years beginning on or before December 31, 1999, in addition to the preceding limitations, in the event an individual is a participant in both a defined benefit and a defined contribution plan subject to Section 415 of the Code maintained by the City, the limitations of Section 415(e) of the Code shall apply. Any adjustment necessary to satisfy such limitations will be made in the benefits provided under this Plan, except that the benefit already accrued under this Plan will be reduced.

ARTICLE VIII

Plan Administration

- 8.01 Plan Administration. The Board of Trustees shall be the plan administrator, and shall be the named fiduciary having the authority to control and manage the operation and administration of the Plan.
- 8.02 Powers and Duties of the Board of Trustees with Respect to Plan Administration. The Board of Trustees shall have the power and the duty to take all action and to make all decisions necessary or proper to carry out the Plan. Such powers and duties shall include the following:
- (a) To require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition to receiving any benefits under the Plan;
 - (b) To make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;
 - (c) To, in its discretion, interpret all Plan provisions and to determine all questions arising under the Plan, including the power to determine the eligibility of Employees, Participants and all other persons to participate in or to receive benefits under the Plan and to determine the amount of benefits payable under the Plan and to remedy any ambiguities, inconsistencies or omissions. The determinations and findings of the Board of Trustees shall be conclusive, final and binding on all parties;
 - (d) To provide a full and fair review to any Participant whose claim for benefits has been denied in whole or in part;
 - (e) To designate other persons to carry out any duty or exercise any power which would otherwise be a fiduciary responsibility of the Board of Trustees under the terms of the Plan;
 - (f) To direct payments to or on behalf of Participant in accordance with the terms of the Plan;
 - (f) Subject to the provisions of any group annuity contract, to determine the manner in which the funds of the Plan shall be disbursed pursuant to the Plan; and
 - (g) To make an annual report of the activities of the Plan to the City Council.

8.03 Powers and Duties with Respect to the Trust. The Board of Trustees shall have the following powers and duties with respect to the performance of its duties as Trustee:

- (a) To receive all contributions hereunder and apply such contributions as hereinafter set forth. The Board of Trustees shall have the custody of and safely keep all cash, securities, property and investments, including any insurance company contracts, received or purchased in accordance with the terms hereof.
- (b) Subject to any limitations that may be contained elsewhere in the Plan, to take control and management of the Trust Fund and shall hold, sell, buy, exchange, invest and reinvest the corpus and income of the Trust Fund. All contributions paid to the Board of Trustees under the Plan shall be held and administered by the Board of Trustees as a single Trust Fund and the Board of Trustees shall not be required to segregate and invest separately any part of the Trust Fund representing accruals or interests of individual Participants in the Plan.
- (c) To invest and reinvest the funds of the Trust Fund in any property, real, personal or mixed, wherever situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debenture, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund.
- (d) To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Section 501(a) of the Code, including, without limitation, power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be established and maintained by the Board of Trustees, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust fund shall be invested through the medium thereof.
- (e) To sell or exchange any property or asset of the Trust Fund at public or private sale, with or without advertisement, upon terms acceptable to the Board of Trustees, and in such manner as the Board of Trustees may deem wise and proper. The proceeds of any such sale or exchange may be reinvested as is provided hereunder. The purchaser of any such

property from the Board of Trustees shall not be required to look to the application of the proceeds of any such sale or exchange.

- (f) To mortgage, pledge, lease or otherwise dispose of the property of the Trust Fund without securing any order of court therefor, without advertisement, and to execute any instrument containing any provisions which the Board of Trustees may deem proper in order to carry out such actions. Any such lease so made by the Board of Trustees shall be binding, notwithstanding the fact that the term of the lease may extend beyond the termination of the Plan.
- (g) To participate in the reorganization, recapitalization, merger or consolidation of any corporation wherein it may own stock or securities, and may deposit such stock or other securities in any voting trust, or with the depositories designated thereby, and may exercise any subscription rights or conversion privileges, and generally may exercise any of the powers of any owner with respect to any stock or other securities or property comprising the Trust Fund.
- (h) To vote, through any duly authorized officer or proxy, any share of stock which the Board of Trustees may own from time to time.
- (i) To retain in cash, and keep unproductive of income, such funds as from time to time it may deem advisable. The Board of Trustees shall not be required to pay interest on any such cash in its hands pending investment, nor shall the Board of Trustees be responsible for the adequacy of the Trust Fund to discharge any and all payments under the Plan. All persons dealing with the Board of Trustees are released from inquiry into the decision or authority of the Board of Trustees to act.
- (j) To hold stocks, bonds, or other securities in its own name as Board of Trustees, with or without the designation of said trust estate, or in the name of a nominee selected by it for the purpose, but said Board of Trustees shall nevertheless be obligated to account for all securities received by it as part of the corpus of the trust estate herein created, notwithstanding the name in which the same may be held.
- (k) To consult with legal counsel concerning any questions which may arise with reference to the construction of this Plan, its duties hereunder, or any action which it proposes to take or not to take.
- (l) To employ such counsel, accountants and other agents as it shall deem advisable. The Board of Trustees may charge the compensation of such counsel, accountants and other agents and compensation for its services in such amounts as may be agreed upon from time to time by the Employer and the Board of Trustees, and any other expenses necessary

in the administration of this Plan against the Trust Fund to the extent they are not paid by the Employer.

- (m) To designate a bank or trust company as depository of the funds or property of the Trust, to the extent such designation is not inconsistent with existing contracts.

8.04 Administrative and Professional Assistance. The Board of Trustees may employ counsel, accountants, actuaries and such clerical or other services as it may require in carrying out the provisions of the Plan or in complying with other requirements imposed by law.

8.05 Delegation and Reliance. To the extent permitted by law, the Board of Trustees and any person to whom it may delegate any duty or power in connection with administering the Plan, the City, and the officers thereof, shall be entitled to rely conclusively upon, and shall have no liability for any action taken in good faith in the reliance upon any actuary, counsel, accountant or other professional advisor selected by the Board of Trustees. Further, to the extent permitted by law, neither the Board of Trustees, nor the City, nor the respective officials, employees and agents thereof, shall be liable for any act or omission regarding the administration of the Plan. The Board of Trustees shall defend, indemnify and hold harmless any person protected from liability pursuant hereto.

8.06 Expenses of the Plan. Administrative expenses of the Plan, such as actuarial, consulting and legal services, shall be paid directly by the Trust Fund to the extent such payments are permitted by law. Such expenses may, in the discretion of the City, be paid directly by the City.

8.07 Claims Procedure. The claims procedure hereunder shall be as provided herein:

- (a) Claim. A Participant or Beneficiary or other person who believes that he is being denied a benefit to which he is entitled (hereinafter referred to as "Claimant") may file a written request for such benefit with the Board of Trustees setting forth his claim.

- (b) Response to Claim. The Board of Trustees shall respond within ninety (90) days of receipt of the claim. However, upon written notification to the Claimant, the response period may be extended for an additional ninety (90) days for reasonable cause. If the claim is denied in whole or in part, the Claimant shall be provided with a written opinion using non-technical language setting forth:

- (1) The specific reason or reasons for denial;
- (2) The specific references to pertinent Plan provisions on which the denial is based;

- (3) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or such information is necessary;
 - (4) Appropriate information as to the steps to be taken if the Claimant wishes to submit the claim for hearing; and
 - (5) The time limits for requesting a hearing.
- (c) Request for Hearing. Within sixty (60) days after the receipt by the Claimant of the written opinion described above, the Claimant may request in writing that the Board of Trustees hold a hearing to review its determination.

The Claimant or his duly authorized representative may review the pertinent documents and submit issues and comments in writing for consideration to the Board of Trustees. If the Claimant does not request a hearing for review of the determination within such sixty (60) day period, he shall be barred from challenging the determination.

- (d) Review and Final Decision. The Board of Trustees shall hold the hearing to review its determination within sixty (60) days after receipt of a Claimant's request for review; provided, however, that for reasonable cause such period may be extended to no more than one hundred twenty (120) days. After considering all materials presented by the Claimant and other evidence, the Board of Trustees will render a written opinion, written in a manner calculated to be understood by the Claimant setting forth the specific reasons for the decision and containing specific references to the pertinent Plan provisions on which the decision is based. The decision of the Board of Trustees shall be subject to judicial review as provided by law for contested administrative cases, based upon the record of the hearing before the Board of Trustees, with appropriate deference to its expertise.

ARTICLE IX

Amendment or Termination

- 9.01 Right to Terminate. It is expected that the City will continue this Plan and payment of the contributions therefore indefinitely, but continuance of this Plan is not assumed as a contractual obligation of the City and the right is reserved by the City at any time to reduce, suspend or discontinue its contributions hereunder or to terminate the Plan.
- 9.02 Right to Amend. Except as limited in this Section, the City, through action of the City Council, shall have the right to amend this Plan as it applies to the City at any time and to any extent that it may deem advisable. Any amendment hereunder shall not vest in the City any interest or control over the funds accumulated in accordance with this Plan nor the benefits provided hereunder prior to the satisfaction of all liabilities of the Plan.
- 9.03 Notice of Termination. The City shall notify affected Participants in writing that the Plan is to be terminated. The Board of Trustees shall have the responsibility to perform the duties specified in this Article IX.
- 9.04 Allocation of Assets. If the Plan is terminated in its entirety, the respective equitable shares of the Plan assets allocable to Participants hereunder shall be set aside and thereafter held as a separate fund. The amount of each separate share shall be determined on the basis of calculations furnished by an actuary.
- 9.05 Payments of Benefits. In the event of the termination of the Plan, Plan assets held under the Trust shall first be applied to return Employee Contributions to the respective contributors or their successors and the remaining assets shall then be applied to provide for the payment of benefits as stated below for the following classes in order of priority listed, taking into account such return of Employee Contributions:
- (a) to the benefits of Participants who are currently retired and receiving benefits:
 - (b) to the accrued benefits of Participants who are not currently receiving benefits but who were eligible to retire immediately under the Plan prior to its termination;
 - (c) to the accrued benefits of Participants, not included in (a) and (b), whose sum of age and Credited Service is at least fifty (50) or who have at least eight (8) years of Credited Service on the Plan termination date;
 - (d) to the accrued benefits of Participants, not included in (a), (b) and (c).

Such portion of the Trust Fund may be applied as of the date of termination to the purchase of annuities or it may be applied at any time after the date of termination to the payment of benefits or the purchase of annuities or may be handled, allocated, used, or applied in any equitable or nondiscriminatory way or combination of ways which the Board of Trustees shall determine to be appropriate; provided, however, that the assets of such portion of the Trust Fund shall be first allocated to thereafter be similarly allocated in order to the next lower class and so on successively until all liabilities under the Plan have been satisfied. If the assets of such portion of the Trust Fund are insufficient to satisfy the total liabilities of any one class, allocation will be made for the benefit of each of the persons in such unsatisfied class in the proportion that the then liability on his account as included in the class bears to the then total liabilities to all persons included in such class.

If any balance remains, as the result of erroneous actuarial assumptions, after providing pensions for all persons included in such priority classes, such balance shall, subject to any charge by the Trustee, be returned to the City.

9.06 Restriction on Distribution of Benefits.

- (a) Notwithstanding any other provision of the Plan, if the Plan is terminated at any time within the ten (10) year period within the Restricted Period and if the full current costs of the Plan during such period have not been funded, the City contributions which may be used to provide Benefits for each of the twenty five (25) highest paid Employees of the City whose anticipated annual Retirement Benefit exceeds one thousand five hundred dollars (\$1,500) shall not exceed the largest of:
 - (1) The contributions which would have been applied to provide the benefits for the Employee if the Plan had not been amended to substantially increase the extent of possible discrimination in favor of such Employees,
 - (2) Twenty thousand dollars (\$20,000),
 - (3) Twenty percent (20%) of the Employee's first fifty thousand dollars (\$50,000) of average annual compensation (within the meaning of Treasury Regulation Section 1.415(c)-2(d)(4), averaged over five (5) years) multiplied by the number of years between the commencement of the Restricted Period and the earliest of the following dates whichever may be applicable: ~~{Ord. 5267}~~

- (A) The date of termination of the Plan;
 - (B) The date the Benefit becomes payable; or
 - (C) The date of the failure to meet the full current costs of the Plan.
- (b) If contributions by the City are sufficient at a later date to meet the full current costs of the Plan, retirement income payments which would have been payable but for this Section shall be paid in a lump sum to the retired Participant or his Beneficiary.
- (c) For purposes of this subsection, Restricted Period means the ten (10) year period commencing on: 1) the effective date of any amendment to the Plan prior to June 26, 2001 which substantially increased the extent of possible prohibited discrimination as to benefit under the Plan, or 2) the effective date of any subsequent amendment to the Plan which similarly increases the extent of possible discrimination.

The above provisions shall apply only to the extent required by Section 401(a)(4) of the Code and the regulations thereunder.

9.07 Repayment of Restricted Amounts.

Notwithstanding the above, the Board of Trustees, to the extent permitted by law and this Plan, may authorize payment of a Participant's entire Benefit in the form of a lump sum, provided that:

- (a) The Participant enters into an agreement with the Trustee providing for repayment of the amount which would be restricted under Section 9.06 in the event there is a termination of the Plan during the applicable period, and
- (b) The Participant guarantees such repayment by delivering to an acceptable depository either:
 - (1) Property having a fair market value equal to one hundred twenty-five percent (125%) of the amount which would have to be repaid if the Plan had terminated on the date the lump sum was paid, or
 - (2) Cash, money market account, certificate of deposit or such other cash equivalent asset which equals one hundred percent (100%) of such amount.

The Participant must further agree that if the fair market value of deposited property declines to less than one hundred ten percent (110%) of the amount to

be repaid, he or she shall deliver additional property to the depository such that the total value of all property so deposited is increased to one hundred twenty-five percent (125%) of the amount to be repaid.

Property or assets shall be held in the depository until the Board of Trustees provides notification that no obligation of repayment exists. The amount to be repaid may be adjusted to take into account the decrease in the restriction as the applicable ten (10) year period elapses.

9.08 Vesting Upon Plan Termination.

Upon Plan termination or a complete discontinuance of contributions, a Participant's Accrued Benefit, to the extent then funded, shall be nonforfeitable.

ARTICLE X

Funding of the Plan

10.01 Establishment of Trust. For the purpose of funding the Benefits provided for herein, the City has established a Trust Fund. The City and Employees shall contribute funds into the Trust Fund for the purpose of distributing to Participants and their Beneficiaries the corpus and income of the fund accumulated by the Trust in accordance with the Plan. The Trustee shall receive, hold in trust and disburse the assets of the Trust Fund in accordance with the provisions of the Plan and Trust.

10.02 Contributions.

(a) City Contributions. The City shall make such contributions to the Trust Fund as are required to keep the Plan qualified under Section 401 of the Code and any other relevant section of the Code or any successors thereto, subject to its right to amend or discontinue the Plan and discontinue contributions.

(b) Employee Contributions. Effective July 1, 2011, Active Participants (excluding DROP Participants) shall make Employee Contributions as follows in order to meet the requirements for Credited Service and Compensation hereunder:

(1) As of July 1, 2011, required Employee Contributions shall be one percent (1%) of base wages including any longevity pay.

(2) On each July 1 thereafter, required Employee Contributions shall increase by a step of one-half of one percent (0.05%)(i.e. on July 1, 2012 the amount shall be 1.5%), to a maximum required amount of three percent (3%).

(3) Employee Contributions shall be deducted and withheld from compensation otherwise payable to the Employee and shall be paid by the City to the Trust no later than ten (10) business days after each payroll period. Employees required to make Employee Contributions shall sign forms, authorize payroll withholding, and designate Beneficiary as directed by the Plan Administrator.

(4) The Trustee shall maintain records of Employee Contributions for each Participant.

(5) All such Contributions are designated Employee Contributions and are paid by the City and considered to be "picked up" by the City pursuant to Internal Revenue Code section 414(h). Employees do not have the option of receiving cash in lieu of such "picked up" Contributions.

(c) Limits. All Benefits will be paid from the Trust and neither the City nor the Trustee shall be liable to Participants or their Beneficiaries if the Trust corpus shall be insufficient to provide for the payment of Benefits. The City shall have no liability with respect to the administration of the Trust or of the funds, securities or other assets paid over to the Trustee, and each Participant or other Beneficiary shall look solely to the Trust Fund for any payments of Benefits under the Plan.

- 10.03 Funding Standards. The City intends to contribute, but does not guarantee to do so, funds hereunder in amounts actually necessary for the funding of the Plan, taking into account required Employee Contributions. The City may from time to time contribute amounts greater than such minimum. A funding standard account shall be established and maintained so that it may be determined if the City has complied with minimum funding standards.
- 10.04 Changes in Funding Medium or Method. The Board of Trustees reserves the right to change the medium and method of funding at any time at its discretion and without the consent of any person or organization.
- 10.05 Purchase of Annuities. If restricted non-transferable annuities from an insurance company are purchased to provide the benefits of the Participants, any dividends or other credits generated under any such annuity contract shall be applied to reduce the amount of future contributions by the City.
- 10.06 No Diversion. No part of the corpus or income of the Trust Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries, at any time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under the Plan and Trust. The City intends that the Plan shall meet the requirements of the Code pertaining to the qualification of employee pension plans. Under no circumstances shall the City have any vested right, title or interest in any assets in the Trust Fund nor shall any such assets revert to the City or inure to its benefit in any way prior to satisfaction of all liabilities of the Plan. Any Participant with a vested Benefit hereunder shall only be entitled to Benefits to the extent funded, including as funded by their own contributions. There may be no reversion of Trust Funds or a return of employer contributions to the City except for those permitted by statute.
- 10.07 Treatment of Forfeitures. Any forfeitures arising hereunder shall be used to reduce future City contributions. Such forfeitures shall not be applied to increase the Benefits any Participant would otherwise receive under the Plan.

10.08 Return of Contributions. All contributions are made conditioned upon the continuing qualification of the Plan under Section 401 of the Code. Amounts contributed shall be returned under the following conditions:

- (a) If a contribution was made by a mistake of fact, the excess of the amount of such contribution over the amount that would have been contributed had there been no mistake of fact shall be returned to the contributor within one year after the payment of the contribution.
- (b) If the City makes a contribution which is conditioned on initial qualification of the Plan under the Code and if the Plan does not so qualify, then such contribution shall be returned to the City within one year after the date of denial of qualification of the Plan.

ARTICLE XI

General Provisions

11.01 Non-Alienation.⁴ None of the Benefits or interests under the Plan are subject to the claims of creditors of Participants or Beneficiaries, and will not be subject to attachment, garnishment or any other legal process. Neither a Participant nor a Beneficiary may assign, sell, borrow on, or otherwise encumber any of his beneficial interest in the Plan and Trust Fund, nor shall any such Benefits be in any manner liable for or subject to the deeds, contracts, liabilities, engagements or torts of any Participant or Beneficiary. If a Participant or Beneficiary becomes bankrupt or attempts to anticipate, sell, alienate, transfer, pledge, assign, encumber or change any Benefit specifically provided for herein, or if a court of competent jurisdiction enters an order purporting to subject such interest to the claim of any creditor, then the Trustee shall hold or apply such Benefit to or for the benefit of such Participant or Beneficiary in such manner as the City may deem proper. Notwithstanding the foregoing, a Participant who (i) is a public safety officer as defined in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968, (ii) has separated from service with the Employer due to attainment of Normal Retirement Age and (iii) is entitled to a benefit pursuant to Section 3.01 and 3.03 may elect that an amount be deducted from his or her benefit payments to pay the premiums for coverage of the Participant, the Participant's spouse or the Participant's dependents (as defined in Code Section 152) under an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B(b)). The Employer shall pay any amounts withheld from a Participant's benefit payments under this paragraph directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract under such plan or contract. The Participant shall designate the amount to be deducted from his or her benefit payments, which amounts shall not exceed the lesser of three thousand dollars (\$3,000.00) or the amount required to pay such premiums. Elections pursuant to this paragraph shall be made in a time and manner established by the Employer and may only be changed in accordance with rules established by the Employer.

Notwithstanding the preceding, the Plan shall recognize a qualified domestic relations order as meeting the requirements of Section 414(p) of the Code. The plan administrator shall establish a procedure to determine the status of a domestic relations order as a qualified domestic relations order and to administer Plan distributions in accordance with such qualified orders.

⁴ Version effective as of April 24, 2007

- 11.02 Substitute Payee. In the event a distribution is to be made to a minor or to any Participant or other Beneficiary who, in the opinion of the Board of Trustees, is incapable of properly using, expending, investing or otherwise disposing of such distribution, the Board of Trustees may, based on objective criteria, order the Trustee to make such distribution to a legal or natural guardian or other relative of such minor or to the court appointed guardian of any incompetent, or to any adult with whom such person temporarily or permanently resides. Such distribution shall fully discharge the Trustee, City and Plan from further liability.
- 11.03 Absence of Guarantee. Neither the Board of Trustees nor the City in any way guarantees the Trust Fund from loss or depreciation. Except as required by applicable law, the City does not guarantee any payment to any person. The liability of the Board of Trustees to make any payment under the Plan will be limited to the assets held in the Trust which are available for that purpose.
- 11.04 No Contract. This Plan shall not be deemed to constitute a contract between the City and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the City or to interfere with the right of the City to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon such individual as a Participant in the Plan.
- 11.05 Missing Persons. If after making reasonable efforts (including mailing a notice to the last known address of the Participant or other payee under the Plan), the Trustee or insurance company is unable to locate a Participant or to ascertain the identity of, or to locate any other person to whom payment is due under the Plan, such payment and all subsequent payments otherwise due shall be forfeited twenty-four (24) months after the date such payment first became due; provided, however, that any payment so forfeited shall be reinstated retroactively no later than sixty (60) days after the date on which the Participant or other payee is located or identified.
- 11.06 Direct Rollover. This section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distribution, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (1) Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated

Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and for distributions made before January 1, 2002, any portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

- (2) Eligible Retirement Plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to separately account for amounts transferred into such plan from this Plan, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution.

Effective January 1, 2008, the term eligible retirement plan shall also include a Roth IRA as described in IRC Section 408A. Effective January 1, 2010, for the purpose of a distribution to a distributee who is a non-spouse beneficiary, eligible retirement plan shall only include an individual retirement account described in Code section 408(a), an individual retirement annuity described in IRC Section 408(b), or a Roth IRA described in IRC Section 408A (collectively, "IRA") that is established on behalf of the non-spouse beneficiary and that will be treated as an inherited IRA pursuant to the provisions of IRC Sections 402(c)(11) and 408(d)(3)(C)(ii).

- (3) Distributee means an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former spouse. Notwithstanding any provision of this Section to the contrary, effective as of January 1, 2010, the term distributee shall also include a non-spouse beneficiary of a deceased Participant.

- (4) Direct Rollover means a payment by the Plan to the eligible retirement plan specified by the distributee. ~~[Ord. 5267]~~

Article XII

Deferred Retirement Option Program

12.01 Deferred Retirement Option Program. Subject to the provisions of this Article XII, the Deferred Retirement Option Program (hereinafter referred to as the "DROP"), an eligible Participant of the Plan, may elect to participate (the "DROP Participant"), deferring receipt of Retirement Benefits while continuing employment with the City of Creve Coeur. Upon termination of employment, the DROP Participant shall receive the total DROP benefits, as provided Section (c) below, and begin to receive distribution of monthly Retirement Benefits as previously determined pursuant to the Participant's election under Article V.

(a) Eligibility of Participant to Participate in the DROP. A Participant is eligible to participate in the DROP if the following conditions are met:

- (1) The Participant has met the requirements to receive a Normal or an unreduced Early Retirement Benefit under the Plan.
- (2) An election to participate is made on or following the date on which the Participant is eligible for a Normal or an unreduced Early Retirement Benefit, the Participant elects to participate within the time limits contained in Section (b)(1) below, the election complies Section (b) below and otherwise complies with the election process established by the plan administrator.

(b) Participation in the DROP.

- (1) The term DROP Period means the period beginning on September 1, 2001 and ending on August 31, 2008. The term DROP Participation Period means a period not to exceed 72 months. Notwithstanding the foregoing, during the period from August 1, 2004 to August 31, 2006, an eligible Participant (including an existing DROP Participant) may elect on a form provided by the Plan Administrator to participate in the DROP for a DROP Participation Period that exceeds 36 months in total but is less than or equal to 60 months. Notwithstanding the foregoing, an eligible participant (including an existing DROP Participant) may elect on a from provided by the Plan Administrator to participate in the DROP for a DROP Participation Period that exceeds 36 months in total but is less than or equal to 72 months. The term DROP Period shall also mean the period beginning on January 1, 2009 and ending on December 31, 2011, and for that period the term DROP Participation Period shall mean a period not to exceed 36 months.

- (2) During the DROP Period, an eligible Participant may elect to participate in the DROP for a DROP Participation Period.
- (3) The beginning date of the DROP Participation Period shall be the first day of January, April, July or October subsequent to the date of election to participate, or as soon as administratively practical thereafter, and shall not exceed the maximum length of time permitted for a DROP Participation Period as provided in (b)(1), above.
- (4) In order to elect to participate in the DROP, the Participant shall submit on forms prescribed by the plan administrator:
 - (i) A written election to participate in the DROP, which must contain an election of the beginning and end dates of the DROP Participation Period which period must satisfy the limitation stated in paragraph (b)(1).
 - (ii) A letter of deferred resignation of employment executed by the electing Participant and acceptable to the plan administrator and the Employer establishing the deferred resignation of employment date, which will be the same date as the end date of the DROP Participation Period. On forms required by the plan administrator, the Participant may change the deferred resignation of employment date and the end date of the DROP Participation Period within the limitations of paragraph (b)(1), provided that both dates continue to be identical with each other.
 - (iii) A properly completed DROP application for Retirement Benefits under Article III of this Plan and form of Retirement Benefit payment election, and
 - (iv) Any other forms required by the plan administrator.
- (5) The DROP Participant shall be a retiree under the Plan for calculation of his or her Retirement Benefit, but not for the purposes of employment with the Employer, and the availability of employee benefits and programs related thereto, unless any such benefit or program shall expressly limit such eligibility.
- (6) Election to participate in the DROP, once approved by the plan administrator, is irrevocable.

(c) Benefits Payable Under the DROP.

- (1) Effective with the date of DROP participation, the DROP Participant's normal or unreduced Early Retirement Benefit, including Credited Service and Final Average Compensation and the effective date of retirement for purposes of calculation of the Retirement Benefit shall be fixed. The DROP Participant shall not be required to continue to make Employee Contributions. Such monthly normal or unreduced early Retirement Benefits, based upon the election made by the DROP Participant, and interest shall accrue monthly in the Trust Fund for the benefit of the DROP Participant. Interest shall be credited at an annual rate of return of 5%. Interest calculations shall be administered in accordance with rules prescribed by the plan administrator and interest distributions shall be credited using the 30 day month/360 day year method of calculation.
- (2) The Retirement Benefit and interest thereon shall continue to accrue in the DROP until the established termination date of the DROP, or until the DROP Participant terminates employment or dies prior to such date. Although individual DROP accounts shall not be established, a separate accounting of each DROP Participant's accrued benefits under the DROP shall be calculated and provided to DROP Participants annually by the plan administrator.
- (3) At the conclusion of the DROP Participant's DROP and termination of employment with the Employer, the Trustee shall distribute the DROP Participant's total accumulated DROP benefits, as soon as administratively practical, subject to the following provisions:
 - (i) The Trustee shall receive verification from the Employer that such DROP Participant has terminated employment as provided in (b)(4)(ii).
 - (ii) The terminated DROP Participant or if deceased, such DROP Participant's Beneficiary, shall elect on forms provided by the plan administrator to receive payment of the DROP benefits in accordance with one of the options listed below. For a DROP Participant or Beneficiary who fails to elect a method of payment within 30 days of termination of the DROP, the Trustee will pay a lump sum as provided in (a), below, as soon as administratively practical.
 - a. Lump Sum. All accrued DROP benefits, plus interest, less withholding taxes remitted to the Internal Revenue Service, shall be paid to the DROP Participant or Beneficiary.

- b. Direct Rollover. All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan as defined in Section 402(c)(8)(B) of the Internal Revenue Code. However, in the case of an eligible rollover distribution to the surviving Spouse of a deceased Participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in Section 402(c)(9) of the Internal Revenue Code.
 - c. Ten Year Certain and Life Annuity. If the named beneficiary predeceases the DROP Participant, the remaining benefits in the DROP will be paid to the surviving spouse, or if there is no surviving spouse, then to the estate of the DROP Participant.
 - d. Joint and Survivor Annuity with surviving Spouse only.
 - e. Monthly Distribution. The account balance shall be distributed in a monthly amount paid monthly, until the DROP account is depleted, over an annual period to be selected by the DROP Participant or the surviving Spouse, less withholding taxes remitted to the Internal Revenue Service. Such selection once made, cannot be changed, unless changed to Option (a), above. The rate of interest to be factored into such distribution period shall be 5% computed on the same terms as described in (c)(1) above.
- (iii) The form of payment selected by the DROP Participant or surviving Spouse shall comply with the minimum distribution requirements per section 401(a)(9) of the Internal Revenue Code.
- (iv) Subsequent to the month of termination or death, the accrual of interest on the accumulated DROP balance shall cease, except as provided in the distribution option described in (e) above.
- (4) The accrued benefit of any DROP Participant and any contributions accumulated under such program, shall not be subject to assignment, execution, attachment, or to any legal process whatsoever, except for federal income tax levies.
- (d) Effect of Death upon DROP Benefits.
 - (1) The monthly Retirement Benefit accrued for the benefit of the DROP Participant during the month of a DROP Participant's death, shall be the final monthly benefit credited for such DROP Participant.

- (2) Eligibility to participate in the DROP terminates upon the death of the DROP Participant. If the DROP Participant dies on or after the effective date of enrollment in the DROP, but prior to the first monthly benefit being credited to the DROP, Retirement Benefits shall be paid as provided in Section V of the Plan.
- (e) Administration of the DROP. The plan administrator shall make such rules as are necessary for the effective and efficient administration of the DROP.
- (f) The Plan benefits payable to any surviving Spouse or Beneficiary of a DROP Participant, under any provision of this Plan other than this Article XII, shall be determined by the form of benefit payment elected by the DROP Participant at the time he or she elected participation in the DROP.

IN WITNESS WHEREOF, this amended and restated Plan is hereby executed on the _____ day of _____, 20____.

CITY OF CREVE COEUR

| ~~ATTEST: (SEAL)~~

By _____

Mark Perkins, City Administrator

| ATTEST:

| _____
Deborah Ryan, MRCC
City Clerk



MEMORANDUM

DATE: November 20, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Restatement of Defined Benefit (DB) Plan

On June 26, 2013 the Employee Pension Fund Board of Trustees approved using Buck Consultants to assist with a request to the IRS for an updated determination letter. This letter approves the tax exempt status of the city's Defined Benefit Pension Plan.

Attached is a restated pension plan which complies with IRS regulations. The changes are minor and do not impact any employee pension benefits.

I would be pleased to respond to any questions.

RESOLUTION NO. 1092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO PROVIDE NOTICE OF THE CITY COUNCIL'S DECISION TO TERMINATE THE 2005 DEBT SERVICE RESERVE FORWARD DELIVERY AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, NA. AND EXECUTE THE TERMINATION AGREEMENT.

WHEREAS, as provided in Resolution No. 1086, the City is retiring the \$7,235,000 City of Creve Coeur, Missouri, Special Obligation Bonds, Series 2004 on or about January 2, 2014; and

WHEREAS, in connection with those bonds, the City entered into that certain Debt Service Reserve Forward Delivery Agreement dated April 5, 2005 with Bank of America, NA; and

WHEREAS, in connection with retirement of those bonds, the City needs to terminate that Debt Service Reserve Forward Delivery Agreement; and

WHEREAS, the City Council of the City of Creve Coeur wishes to provide notice of its intent to terminate that Debt Service Reserve Forward Delivery Agreement and approve the termination agreement;

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

Section 1: The City Administrator is hereby authorized and directed to provide written notice of the City's intent to terminate the Debt Service Reserve Forward Delivery Agreement dated April 5, 2005, between Bank of America, NA and the City of Creve Coeur in the manner required by said agreement. Further the City Administrator is hereby authorized and directed to enter into and execute the termination agreement substantially in the form attached hereto as **Exhibit A** and the City Clerk is authorized and directed to attest thereto. 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 termination fee to be paid by the Bank of America to the City shall be in such amount as is approved by the City Administrator. 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.

Section 2: This resolution shall become effective upon approval.

Adopted this 25th day of November, 2013.

Barry Glantz
Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

**Termination of
Debt Service Reserve
Forward Delivery Agreement**

_____, 2013

City of Creve Coeur, Missouri
300 North New Ballas Road
Creve Coeur, Missouri

Attention: Daniel N. Smith
Telephone: 314-872-2519
Facsimile: 314-872-2539

Re: Termination of Debt Service Reserve Forward Delivery Agreement dated as of April 5, 2005 between CITY OF CREVE COEUR, MISSOURI (the "Issuer") and BANK OF AMERICA, N.A. (the "Provider").

Ladies and Gentlemen:

This is to confirm our mutual agreement to terminate the above referenced Agreement (the "Agreement") between us, effective January 2, 2014. The Agreement referenced the \$7,235,000 City of Creve Coeur, Missouri Special Obligation Bonds, Series 2004 (the "Bonds"). Capitalized terms used but not herein defined shall have the meanings given to such terms in the Agreement.

WHEREAS, the Issuer is in the process of refunding and defeasing the Bonds, and

WHEREAS, the Issuer has requested that the Provider terminate the Agreement pursuant to Section 3.2(a) of the Agreement, and

WHEREAS, the Provider has agreed to waive the notice requirements contained in Section 3.2(a) of the Agreement, and

WHEREAS, the Issuer and the Provider have mutually agreed to terminate the Agreement in connection with the refunding and defeasance of the Bonds, and

WHEREAS, the parties hereby desire to enter into this agreement (the "Termination Agreement") to reflect their agreement with respect to the termination of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. The Agreement shall terminate effective as of the 2nd day of January, 2014 (the "Termination Date"), and no party to the Agreement shall have any further duties or obligations under the Agreement after such Termination Date.

2. As consideration for the termination of the Agreement and pursuant to Section 3.2(a) of the Agreement, a Termination Amount is payable by the Provider to the Issuer. Accordingly, on or

before January 31, 2014, the Provider shall remit to the Issuer the sum of \$_____ in immediately available funds, via wire transfer to the account below, as follows:

[INSERT WIRE INSTRUCTIONS]

3. In connection with the termination of the Agreement, the Issuer agrees that (i) the Provider is acting and has acted solely as a principal, in the Provider's own best interests, and not as an agent, advisor or fiduciary of the Issuer, (ii) the Provider has not assumed a fiduciary responsibility in favor of the Issuer with respect to the termination of the Agreement and (iii) nothing in this Termination Agreement or in any prior relationship between the Provider and the Issuer will be deemed to create an advisory, fiduciary or agency relationship between the Provider and the Issuer in respect of this Termination Agreement (whether or not the Provider, or any affiliate of the Provider, has provided or is currently providing other services to the Issuer on related or other matters). In addition, the Issuer acknowledges that it has (i) determined, without reliance upon the Provider or any of its affiliates, the financial and economic risks and merits, as well as the legal, tax and accounting characterizations and consequences, of this Termination Agreement and it is capable of assuming such risks, and (ii) consulted with its own legal, tax, accounting and financial advisors to determine whether this Termination Agreement is in its best interest and made an independent analysis and decision to enter into this Termination Agreement based on such advice.

4. The parties hereto acknowledge that no broker fee or other third party fee will be paid in connection with this Termination Agreement.

5. This Termination Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law principles.

6. This Termination Agreement may be executed on multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Issuer and Provider have caused this Termination Agreement to be executed by their respective duly authorized officers, all as of the date and year first above written.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

CITY OF CREVE COEUR, MISSOURI

By: _____
Name:
Title:

RESOLUTION NO. 1093

**A RESOLUTION APPROVING THE FISCAL YEAR 2014
CONTRIBUTION TO THE EMPLOYEE PENSION FUND IN THE
AMOUNT OF \$1,088,415**

WHEREAS, THE CITY OF CREVE COEUR PROVIDES A DEFINED BENEFIT (DB) PENSION PLAN FOR ITS EMPLOYEES, AND

WHEREAS, THE PENSION PLAN IS FUNDED THROUGH ANNUAL CONTRIBUTIONS BY THE CITY, AND

WHEREAS, THE ANNUAL ACTUARIAL STUDY HAS RECOMMENDED A CONTRIBUTION OF \$1,088,415 AS OF JULY 1, 2013, AND

WHEREAS, THE CONTRIBUTION WILL BE MADE IN EQUAL INSTALLMENTS ON A QUARTERLY BASIS, AND

WHEREAS, STAFF IS RECOMMENDING A CONTRIBUTION OF \$1,088,415 ON A QUARTERLY BASIS TO PROVIDE FOR THE ANNUAL CONTRIBUTION PLUS AN ADDITIONAL 7.5% INTEREST ON THE REMAINING CONTRIBUTION AMOUNT, AND

WHEREAS, IT IS IMPORTANT TO MAINTAIN THE ANNUAL REQUIRED FUNDING FOR THE PLAN, AND

WHEREAS, THE ANNUAL CONTRIBUTION WAS INCLUDED IN THE FISCAL YEAR 2014 BUDGET.

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

SECTION 1. THE DIRECTOR OF FINANCE IS HEREBY DIRECTED TO MAKE A CONTRIBUTION IN THE AMOUNT OF \$1,088,415 IN EQUAL QUARTERLY PAYMENTS PLUS INTEREST BASED UPON AN ANNUAL RATE OF 7.5% ON THE REMAINING AMOUNT TO BE CONTRIBUTED AT THE TIME OF EACH QUARTERLY CONTRIBUTION TO THE CITY EMPLOYEE DEFINED BENEFIT (DB) PLAN AS APPROPRIATED IN THE FISCAL YEAR 2014 BUDGET.

ADOPTED THIS 25TH DAY OF NOVEMBER 2013.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: November 19, 2013

TO: Mark Perkins, City Administrator

FROM: Daniel Smith, Director of Finance

SUBJECT: Annual Pension Contribution

The City Council met on November 12th to discuss the annual actuarial report. In that report the actuary has recommended an annual contribution for FY 2014 of \$1,088,415.

The city normally makes quarterly payments. As a result since the actuarial computation is based upon an amount computed at July 1, 2013 additional interest at the plan assumed rate of 7.5% is required. Even with the additional interest the annual contribution to will be less than the budgeted amount of \$1,205,000.

In addition, the city has budgeted an additional \$300,000 transfer from the General Fund to the Pension Fund for FY 2014. That specific transfer does not require legislation since it was approved for a specific amount in the FY 2014 budget.

I would be pleased to respond to any questions.



INTEROFFICE MEMORANDUM

Date: November 20, 2013

To: Mark Perkins, City Administrator
From: Kirsten Barnes, Director of Parks & Recreation
Subject: Ice Arena Repairs Update

As you are aware, the Ice Arena is currently under emergency repair to fix a broken supply line in the cooling system. As of 4 p.m. on Wednesday, November 20, the compressors are back on line to begin the process of getting the rink ready for skaters. Following is a brief synopsis of the situation and response.

Ice Arena Cooling System Description

The rink at Creve Coeur Ice Arena is kept cooling using a “closed system” that carries a cooled glycol/water mixture from the cooling towers to the rink and back again. The system is under low pressure at all times so that the fluid can circulate, and this system is monitored via computer for temperature and pressure. Regular checks of the pressure in the system are also part of the daily and weekly duties of the Arena Building Maintenance Technician, and a preventative maintenance contract on the system was initiated in June 2013.

Initial Indicators of a Problem

On Sunday, November 10, at approximately 9:45 p.m., the monitoring system began to send alerts that there was a loss of pressure in the cooling system. Jeff Grommet, Maintenance Technician, worked that evening and the following morning to try to pressurize the system. On Monday, November 11, Murphy Mechanical was contacted. Glycol was introduced, and pressure still could not be maintained indicating a significant leak somewhere in the system. At that time, full-time staff began to actively bring down the ice and a plan was put in place to attempt to locate the leak.

Locating the Leak

Once the ice had been removed from the rink late on the afternoon of Wednesday, November 13, the rink was isolated from the supply and return lines, and those lines were tested. It was confirmed that the leak was somewhere in the supply line from the compressor room to the rink.

At that time, we began to formulate a plan to locate the leak and estimate repair costs and time. We attempted to contact a leak locator service, but none were available until the following week. However, once we confirmed that the leak was in the large supply line, Murphy suggested that they scope with a camera to find the leak and verify the type of pipe.

On Friday, November 15, the initial scope was unsuccessful due to water in the pipe. The lines were flushed with air, and the second attempt successfully located the leak and also revealed that the last run of pipe was PVC, and the remainder was steel.

After speaking again with the consultant, an engineer, professionals from the mechanical company, Director of Public Works Jim Heines, Director of Finance Dan Smith and yourself, it was determined that the concrete would be excavated, the entire length of PVC on the supply line (including the break) would be replaced with steel and, if necessary, the same would be done with the return line. It was also determined that it was in the City's best interest to start work immediately and work through the weekend to expedite the repairs. Work began at approximately 6 p.m. on Friday, November 15.

Repairing the Leak

The excavation was completed early on Saturday, November 16, and pipefitters measured and began fabricating the new steel pipes on site. They worked throughout the day on Saturday, Sunday and Monday and were able to lay the final piece of pipe on Tuesday, November 19.

On Wednesday, November 20, a pressure test was conducted to verify all leaks had been repaired, the insulation of the pipe was completed, glycol was reintroduced, and the compressors have been turned back on.

Reinstalling the Ice

Reinstallation of the ice will take approximately four (4) days. Full- and part-time staff will be working almost around the clock to bring the ice back up as quickly as possible.

Total Cost to the City

At this time, preliminary costs are unavailable from the contractors as they are working on a "time-and-materials" basis, but I will have information for the Council at their November 25 meeting regarding the estimated total cost of the repairs. At this time, I do know that we have purchased 12 drums of glycol at approximately \$1000 each, and the process of scoping the lines and identifying the leak was approximately \$4,000.

Additionally, a total of \$21,260 in lost revenue from private ice rentals (adult, high school & youth hockey teams and the Creve Coeur Figure Skating Club) will have been incurred from Monday, November 11 – Sunday, November 24. We have continued to communicate regularly with our users to minimize the customer service impact to them.