



**REGULAR MEETING
AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
JULY 24, 2023
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION

COMMENTS FROM THE GENERAL PUBLIC An opportunity for members of the public to address the City Council regarding issues or concerns not already on the agenda for this meeting. Those wishing to speak will be asked to limit comments to three minutes and to complete a speaker card.

ACCEPTANCE OF THE 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*

CONSENT AGENDA

1. Approval of July 10, 2023 City Council Regular Meeting Minutes.

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 7-6-23 to 7-19-23

UNFINISHED BUSINESS

2. **Bill No. 6071- An Ordinance of the City of Creve Coeur, Missouri, Regarding Changes to Retirement Plans for City Employees. Final Reading and Passage.**
Summary: The proposed ordinance establishes cost of living adjustments for retirees, changes benefit structure, closes existing plans, and transfers participants and administration of the city's closed retirement plan to LAGERS.
3. **Bill No. 6074- An Ordinance Amending the Creve Coeur Redevelopment Ordinance, Chapter 400, Article II of the Code of Ordinances. Final Reading and Passage.**
Summary: The proposed ordinance amendments regarding the approval of



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development plans and granting of tax abatements will provide consistency with recent changes in state law and otherwise modernize city procedures for considering development plans.

NEW BUSINESS

- 4. Bill No. 6075- An Ordinance Authorizing a New Conditional Use Permit for an 18,606 square foot Child Daycare Facility, located at 689 Craig Road, Zoned PO- Planned Office District. First Reading.**

Summary: Mark Goodman, of Higher Ground Education, has submitted an application for a Conditional Use Permit for a Child Day Care Services facility, (NAICS 624410) to be located at 689 Craig Road in the "PO" Planned Office zoning district. The use will provide day care services for children 6 weeks old to pre-kindergarten. It will occupy 18,606 square feet on two floors and includes a site development plan to alter the site to accommodate children's play equipment. Under Section 405.320, Table A of the Zoning Code, NAICS 624410 requires the issuance of a conditional use permit in the "PO" zoning district subject to the recommendation of the Planning and Zoning Commission and approval of the City Council. The applicant applied for the text amendment to the zoning code amending Section 405.470.A.27 Conditional Uses of the zoning code to remove NAICS 624410 Child Day Care Services from the additional requirements within the "PO" Planned Office and "RO" Research and Office Park Zoning Districts. The text amendment was approved as Ordinance 5845 by City Council on July 10, 2023 and the applicant is seeking Conditional Use Permit approval of Higher Ground Education within the PO zoning district. Planning and Zoning Commission recommended approval on July 17, 2023.

- 5. Bill No. 6076- An Ordinance Authorizing an Amendment to Ordinance Number 5581 and Authorizing Revised Signage for the Kia Dealership at 1025 North Lindbergh Boulevard within the Lou Fusz Automotive Network. First Reading.**

Summary: Joe Phillips, of Piros Signs, has submitted an application for an amendment to the Master Sign Plan for Lou Fusz Automotive Network. The request is to accommodate the new corporate design standards for Kia branding. Existing Kia branding will be replaced with the new logo including attached signs and a new low monument sign. The request will amend the Master Sign Plan for the property located at 1025 North Lindbergh in the "GC"



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General Commercial zoning district. The Master Sign Plan was approved April 23, 2018. Section 405.955 Master Signage Plans are subject to the recommendation of the Planning and Zoning Commission and approval of the City Council. Planning and Zoning recommended approval on July 17, 2023.

- 6. Bill No. 6077- An Ordinance Adjusting the Municipal Boundary of the City of Creve Coeur for Properties located on part of Lot 6 of Oak Lake Estates Subdivision and part of Oak Lake Estates Subdivision Park Area Common Ground. First Reading.**

Summary: Julie and Melvin McCollum own 912 Woodshire Lane, located in the City of Creve Coeur, and have acquired portions of two properties currently located in Unincorporated St. Louis County. These two properties consist of part of Lot 6 of Oak Lake Estates subdivision and part of Oak Lake Estates Subdivision Park Area Common Ground. The property owners have submitted a request to annex the aforesaid properties into the City of Creve Coeur. On July 17, 2023, the Planning and Zoning Commission approved a boundary adjustment plat to consolidate these two acquired properties and their original parcel into one lot, Adjusted Lot 12, totaling approximately 40,996 square feet (0.94 acres) subject to the condition that the City Council and St. Louis County approve the municipal boundary adjustment.

- 7. Resolution No. 1670- A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Two Alpha Contracting, LLC for the Dielmann Recreation Center Drainage Improvements Project for the not-to-exceed contract sum of \$100,123.00.**

Summary: City staff recommends entering into a contract with Two Alpha Contracting, LLC for the project to remedy drainage issues at the Dielmann Center. The recommendation is based upon their positive references from the City of Manchester and the City of Town & Country and their low bid for the work.

- 8. Resolution No. 1671- A Resolution of the City Council of the City of Creve Coeur, Missouri, Approving the use of a Contract established by the County of Greene, Missouri, as a Cooperative Purchasing Agreement for the Procurement of Microsurfacing Services for the 2023 Construction Season.**

Summary: City staff has reviewed the contract documents from a competitive



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public bid for microsurfacing issued and extended by Greene County, Missouri, and staff recommends that the City approve the use of this contract as the basis for a cooperative purchasing agreement for microsurfacing, as is provided for in the Greene County contract and the Code of Ordinances of the City of Creve Coeur. The estimated cost of the project is \$274,179 based on the contract price of \$5.98 per square yard.

- 9. Resolution No. 1672- A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Ideal Landscape Construction, Inc. for the Millennium Park Phase 1 Project for the not-to-exceed contract sum of \$2,464,368.00.**

Summary: Public Works staff has reviewed the proposal submitted by Ideal Landscape Construction Inc. to provide general construction services for the Millennium Park Phase 1 Project. City staff recommends that the City enter into a contract with Ideal Landscape Construction Inc. to provide the services for this project, based upon a fair bid for the work and their expertise in park projects.

APPOINTMENTS

- 10. Economic Development Committee**

BUSINESS FROM MAYOR AND CITY COUNCIL

- 11. Council Liaison Reports**

BUSINESS FROM CITY ADMINISTRATOR

ADJOURNMENT

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.



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Posted by: _____

Date/Time posted: _____

If you need special accommodations to attend a meeting, services may be arranged by contacting the Office of the City Administrator in advance.



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CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Robert Hoffman at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, July 10, 2023 at 7:01 PM.

PLEDGE OF ALLEGIANCE

Mayor Hoffman led the Pledge of Allegiance.

ROLL CALL

Mayor Robert Hoffman
Council Member, Ward 1 Mark Manlin
Council Member, Ward 2 Tim Carney
Council Member, Ward 2 Nicole Greer
Council Member, Ward 3 Sari Neudorf
Council Member, Ward 3 David Hoffman
Council Member, Ward 4 Dan Tierney
Council Member, Ward 4 Joseph Martinich

Council Member Silverman was absent.

Staff Present: City Administrator Mark Perkins, City Attorney Carl Lumley, Director of Community Development Jason Jaggi, Director of Finance Lori Obermoeller, Director of Public Works Jim Heines, Chief of Police Jeffrey Hartman, Information Systems Coordinator Chris Tumbarello, and City Clerk Kellie Henke.

COMMENTS FROM THE GENERAL PUBLIC

No one requested to speak.

ACCEPTANCE OF THE AGENDA

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 3 Hoffman

AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf

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



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ANNOUNCEMENTS

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6:00 p.m. - 7:00 p.m. - Work Session
7:00 p.m. - Regular Meeting of the City Council*

CONSENT AGENDA

RESULT: APPROVED (UNANIMOUS) MOVER: Council Member Ward 2 Greer SECONDER: Council Member Ward 4 Tierney AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf
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The vote on the motion being 7 ayes and 0 nays, motion carried.

- 1. Approval of June 26, 2023 City Council Regular Meeting Minutes.**

BILLS PAYABLE REPORT

For Information Only: Invoices Paid Listing 6-23-23 to 7-5-23

UNFINISHED BUSINESS

- 2. Bill No. 6072- An Ordinance Amending Section 405.390 Planned Zoning Districts of the Zoning Ordinance. Final Reading and Passage.**

City Clerk read Bill No. 6072 for the final time.

Director of Community Development Jason Jaggi provided an overview of the revisions made to proposed Substitute Bill No. 6072, based upon discussions with the City Council and Olia Village developer (see Exhibit A). Revisions include requiring most site development plans to be reviewed by the Planning and Zoning Commission and the City Council, requiring the submittal of architectural guidelines for site concept plans, and moving the economic cost analysis for public improvements from submittal requirements to review criteria. Mr. Jaggi stated site plans would be reviewed and



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approved by Resolution of the City Council, Council, except for minor site plans as currently defined in the code. Mr. Jaggi stated the proposed changes clarify that for planned districts, concept and development plans would be reviewed under that code section and not 405.1080. The proposed changes also clarify that the City would not require changes in a development plan that would be inconsistent with the approved concept plan.

Council member Martinich confirmed a photometric study would be used to verify illumination standards are met for safety purposes and to prevent light encroachment on adjacent properties.

City Attorney Carl Lumley stated an additional revision includes the option for the Council to delegate other site development plan review to the Planning and Zoning Commission when a planned district ordinance is being considered.

Council Member Carney asked if the period of validity for a site concept plan could be reduced for smaller planned development projects. Mr. Lumley stated a reduction could be listed as a condition of the specific planned district ordinance.

Patricia Trout, resident of 309 South Mosley Road, stated a requirement of the Ordinance should include verification from the City that the developer adheres to the approved site development plan. Ms. Trout stated the site development plan should remain the same unless revisions are reviewed and approved by the City. Ms. Trout also proposed that the ordinance require a developer to pay for an additional inspector as was done with recent hospital projects.

Council Member Tierney moved, seconded by Council Member Carney, to approve Substitute Bill No. 6072 as presented.

RESULT: ACCEPTED SUBSTITUTE BILL NO. 6072 (UNANIMOUS)

MOVER: Council Member Ward 4 Tierney

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf

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



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RESULT: APPROVE SUBSTITUTE BILL NO. 6072 (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 3 Hoffman

AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf

The vote on the motion being 7 ayes and 0 nays, motion carried. Substitute Bill No. 6072 becomes Ordinance No 5844.

- 3. Bill No. 6073- An Ordinance Amending Section 405.470.A.27 *Conditional Uses of the Zoning Code to Remove NAICS 624410 Child Day Care Services from the Additional Requirements within the "PO"- Planned Office and "RO"-Research and Office Park Zoning Districts. Final Reading and Passage.***

City Clerk read Bill No. 6073 for the final time.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 4 Tierney

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf

The vote on the motion being 7 ayes and 0 nays, motion carried. Bill No. 6073 becomes Ordinance No. 5845.

NEW BUSINESS

- 4. Bill No. 6074- An Ordinance Amending the Creve Coeur Redevelopment Ordinance, Chapter 400, Article II of the Code of Ordinances. First Reading.**

City Clerk read Bill No. 6074 for the first time.

City Administrator Mark Perkins provided an overview of the amendments based upon revised state statutes.



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- 5. Resolution No. 1657- A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Kolb Grading, LLC for Asphalt Pavement Resurfacing as part of the 2024 Fiscal Year Pavement Maintenance Program for the not-to-exceed contract sum of \$286,030.00.**

City Clerk read Resolution No. 1657.

Director of Public Works Jim Heines provided an overview of the recommended contract with Kolb Grading, LLC for the City's 2023 asphalt pavement resurfacing project and highlighted the streets involved in this year's asphalt program.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 3 Hoffman

AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf

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

- 6. Resolution No. 1658- A Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Brady Construction Inc., for the Conway Park and Malcolm Terrace Park Restroom Conversion Project for the amount of \$150,000.**

City Clerk read Resolution No. 1658.

Director of Public Works Jim Heines provided an overview of the recommended contract with Brady Construction Inc. for the renovation of the restrooms at Conway and Malcolm Terrace Park. Mr. Heines stated that with the remaining useful life of the bathroom roofs, replacement is not critical, and roofs can be replaced by Public Works in the future. Staff recommends approval of the reduced scope of work to stay within budget. Mr. Heines stated the restrooms would be closed during construction and portable restrooms would be provided.

Council Member Manlin asked if the restrooms at Venable Park would be renovated. Mr. Heines stated the Venable Park Master Plan is still under review and will likely include renovation or replacement of the existing restroom. Mr. Heines stated the bathroom at Lake School Park would also be reviewed in the future as part of the scope of a future park improvement project.



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RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 4 Tierney

AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf

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

7. Resolution No. 1659- A Resolution Authorizing the City of Creve Coeur to Enter into an Agreement with Flock Safety for the Purchase of Three New Flock LPR Cameras and the Annual Flock LPR System Upgrade and Maintenance.

City Clerk read Resolution No. 1659.

Chief of Police Jeffrey Hartman provided an overview of the recommended five-year agreement with Flock Safety and stated the agreement would add three cameras and secure pricing for the next five years and would avoid cost increases scheduled for 2023.

Council Member Greer asked if the locations of the new cameras had been determined. Chief Hartman stated the cameras will be installed on Olive Boulevard East of Fee Fee Road, Olive Boulevard and Dautel Lane, and Olive Boulevard and Woodcrest Executive Drive. Chief Hartman stated the cameras are able to be moved, if necessary, but it would be at an additional cost.

Council Member Hoffman confirmed investigative criteria can be selected, such as detection of stolen vehicles or license plates.

RESULT: APPROVED (UNANIMOUS)

MOVER: Council Member Ward 2 Greer

SECONDER: Council Member Ward 2 Carney

AYES: Manlin, Greer, Hoffman, Tierney, Martinich, Carney, Neudorf

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

BUSINESS FROM MAYOR AND CITY COUNCIL

8. Council Liaison Reports



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No Council Liaison Reports.

BUSINESS FROM CITY ADMINISTRATOR

No Business from City Administrator.

ADJOURNMENT

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

The meeting adjourned at 7:42 pm.

Submitted by:

Kellie Henke
City Clerk

Dr. Robert Hoffman
Mayor

AN ORDINANCE AMENDING SECTION 405.390 PLANNED ZONING DISTRICTS OF THE ZONING ORDINANCE

WHEREAS, an application was made by the Director of Community Development for the City of Creve Coeur to amend Section 405.390 of the Zoning Ordinance which regulates Planned Zoning Districts; and

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

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on Monday, May 15, 2023 and continuing on Monday, June 5, 2023, beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 5-0 recommended approval of the subject amendments as set forth herein at its meeting on Monday, June 5, 2023; and

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

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

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

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

SECTION 1: Section 405.390 of the Zoning Ordinance, of the City of Creve Coeur's Code of Ordinances shall be amended as follows:

Section 405.390 Planned Zoning Districts

A. Purpose. The purpose of the Planned Zoning District is to allow a development project that is proposed on a single lot or multiple lots to be constructed in one (1) or more phases that is unable to meet the established zoning criteria due to project size, phasing, configuration, site conditions, or particular design features. The Planned Zoning District provides a mechanism to facilitate innovative design, solve problems on difficult sites, meet market niches, encourage housing in different forms and price ranges, promote well-designed developments, and encourage infill and redevelopment within the City.

B. Objectives. Through the flexibility of the Planned Zoning District, the City seeks to achieve the following objectives:

1. Fulfillment of the goals and objectives of the Comprehensive Plan;
2. Creation of a more desirable environment than would be possible through application of conventional City land use regulations;
3. Promotion of a creative approach to the use of land and related physical facilities resulting in better design and development including aesthetic amenities;
4. Combination and coordination of architectural styles, building forms and building relationships;
5. Preservation and enhancement of desirable site characteristics such as natural topography, vegetation and geologic features, preferably by means of natural erosion control and stormwater control best management practices;
6. Use of design, landscape or architectural features consistent with the City's design guidelines; and
7. Mutually desired elimination of obsolete or deteriorated structures or incompatible uses through redevelopment.

C. Eligibility. A development proposal shall be eligible for consideration under the planned zoning district process if the Zoning Administrator finds that it meets the following provisions:

1. Is located on one (1) or more lots totaling at least three (3) acres in size.
2. Cannot be approved under the provisions of another Zoning District.

3. The subject property is zoned for the eligible type of planned zoning district pursuant to Section 405.390.F. In the event the existing zoning district is not eligible for the requested planned zoning district, an application to rezone to a qualifying zoning district must be submitted in conjunction with the planned zoning district application.
4. The proposed development must substantially comply with the provisions of this Section 405.390 and be generally consistent with the applicable provisions of the City's Comprehensive Plan.

D. *Relationship Of Planned Districts to Zoning Map.*

1. A mapped district. The planned zoning district designation shall not be attached to existing zoning districts as an overlay. The planned zoning districts, as detailed in this Section, are separate zoning districts and applied to a specific parcel or parcels of land following a public hearing and all other requirements of Section 405.1060 Zoning Changes and Text Amendments. Such designation shall be shown on the City Zoning Map.

E. *Public Benefit.* In connection with obtaining approval of a planned zoning district, public benefits are to be provided as determined by the City Council upon a recommendation of the Planning and Zoning Commission. Such public benefits to the City could include, but are not limited to, the following:

1. Provision of public or quasi-public parking facilities;
2. Provision of on-street and off-street pedestrian facilities linking surrounding business, office and residential uses;
3. Consolidation and/or elimination of overhead utility wires;
4. Inclusion of landscaped gardens, plazas or parks available for public use;
5. Provision of alternative street connections or the dedication of land for additional street right-of-way;
6. Fountains, statuary, public art;
7. Architectural distinction and significance that would make building(s) noteworthy;

8. Extensive use of high-quality building materials that would add to the assessed valuation of the structures.

F. *Types of planned zoning districts.* There are three (3) types of planned zoning districts:

1. *Planned Residential Development (PRD).* A Planned Residential Development shall be eligible for properties where the existing zoning district is zoned A, B, C, or D Single Family Residential or AR-Attached Residential.
2. *Planned Commercial Development (PCD).* A Planned Commercial Development shall be eligible for properties where the existing zoning district is CB-Core Business, GC-General Commercial, PO-Planned Office, or RO-Research Office District.
3. *Planned Mixed-Use Development (PMD).* A Planned Mixed-Use Development shall be eligible for properties where the existing zoning district is CB-Core Business, GC-General Commercial, PO-Planned Office, or RO-Research Office District.
4. *Planned Residential Development (PRD).* A "Planned Residential Development" shall mean a development on a plot of land, containing a limited mixture of uses and building types that is predominately residential, which may include single-family houses, clustered housing, townhouses, and multi-family dwellings. Small service-commercial uses that complement the area may be permitted if deemed compatible with the proposed residential uses and will not have a detrimental impact on the adjacent residential uses. Although no particular combination of the aforementioned uses is predetermined, all applications for PRD zoning must contain a clear statement and placement of the specific uses within the district as set forth in Table A. Subsequent requests for additional uses not previously approved shall be treated as amendments to the planned zoning district and subject to all of the original approval criteria.

(a) *Design criteria.* Except to the extent supplemented, modified or superseded by and through the planned zoning district ordinance or site concept plan, an application for PRD zoning shall also be reviewed for conformance with the following design criteria:

- (1) Housing densities expressed as dwelling units per acre for each housing type shall be compatible with the surrounding area.
- (2) The height of all buildings shall be compatible with the surrounding area. 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.
- (3) Any tract or site abutting or adjoining a single-family residential development shall provide a buffer yard of at least twenty-five (25) feet on all sides that abut the single-family development. The buffer yard shall be landscaped and provided with other screening devices and shall not contain impervious surfaces, with the exception of trails, footpaths, walkways, pedestrian accommodations and/or amenities, retaining walls and/or other screening devices and/or stormwater management systems as deemed appropriate by the Planning and Zoning Commission and City Council. The required buffer yard may be modified due to unique site characteristics and taking into consideration the proposed uses adjacent to the existing single-family residential developments.
- (4) Balances increased structure densities for the subject property with more cohesive and organized open space.
- (5) Improves on, or provides for, efficient circulation patterns, access controls and screening of parking facilities.
- (6) Provides adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, storm water control, sanitary sewer and parks and recreation facilities.
- (7) Utilizes high-quality architectural design and materials, placement, relationship and orientation of structures throughout the planned development.
- (8) Places all utilities serving new projects underground, to the extent feasible, except where specific allowances and design considerations are provided elsewhere in this Section.

- (9) Provides for appropriate spacing and/or greenspace in or around the separate developments within the PRD.
- (10) Provides for vehicular mobility in a manner that does not compromise pedestrian safety and mobility.
- (11) Functionally and aesthetically integrates all proposed storm water collection basins with the surrounding development through undergrounding or innovative design of above ground facilities that is visually commensurate with the surrounding development.

5. *Planned Commercial Development (PCD)*. A "Planned Commercial Development" shall mean a development on a plot of land containing a mixture of commercial, office, lodging, and miscellaneous service activities when acceptable to the area. The purpose of a PCD is to provide sites for the development of a mixture of commercial uses in a manner which is attractive for such uses and compatible with surrounding neighborhoods. The PCD will also encourage the efficient use of land and resources, offer a mix of amenities for the populace of the area and promote greater efficiency in public and utility services. Although no particular combination of the aforementioned uses is predetermined, all applications for PCD zoning must contain a clear statement and placement of the specific uses within the district as set forth in Table A. Subsequent requests for additional uses not previously approved shall be treated as amendments to the planned zoning district and subject to all of the original approval criteria.

(a) *Design criteria*. Except to the extent supplemented, modified or superseded by and through the planned zoning district ordinance or site concept plan, an application for PCD zoning shall also be reviewed for conformance with the following design criteria:

- (1) Proposed development 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.
- (2) Any tract or site abutting or adjoining a single-family residential development shall provide a buffer yard of thirty-five (35) feet

on all sides that abut the single-family development. The buffer yard shall be landscaped and provided with other screening devices and shall not contain impervious surfaces, with the exception of trails, footpaths, walkways, pedestrian accommodations and/or amenities, retaining walls and/or other screening devices and/or stormwater management systems as deemed appropriate by the Planning and Zoning Commission and City Council. The required buffer yard may be modified due to unique site characteristics and taking into consideration the proposed uses adjacent to the existing single-family residential developments.

- (3) Allows for and makes efficient use of parking and storage areas including cooperative parking facilities.
- (4) Provides for the more efficient provision of public and private utilities and facilities throughout the development area.
- (5) Provides adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, storm water control, sanitary sewer and parks and recreation facilities.
- (6) Incorporates pocket parks, small plazas and places for public art where appropriate.
- (7) Locates buildings in appropriate relation to sidewalks or public parks and plazas.
- (8) Provides for vehicular mobility in a manner that does not compromise pedestrian safety and mobility.
- (9) Utilizes high-quality architectural design and materials, placement, relationship and orientation of structures throughout the planned development.
- (10) Places all utilities serving new projects underground, to the extent feasible, except where specific allowances and design considerations are provided elsewhere in this Section.
- (11) Provides appropriate spacing and/or greenspace in or around the separate developments within the PCD.

- (12) Functionally and aesthetically integrates all proposed storm water collection basins with the surrounding development through undergrounding or innovative design of above ground facilities that is visually commensurate with surrounding development.

6. *Planned Mixed-Use Development (PMD)*. A "Planned Mixed-Use Development" shall mean a development on a plot of land containing a mixture of commercial, residential, office, lodging, and miscellaneous service activities when acceptable to the area. The purpose of a PMD is to provide sites for the development of a mixture of commercial and residential uses in a manner which is attractive for such uses and compatible with surrounding neighborhoods. The PMD will also encourage the efficient use of land and resources, offer a mix of amenities for the populace of the area and promote greater efficiency in public and utility services. Although no particular combination of the aforementioned uses is predetermined, all applications for PMD zoning must contain a clear statement and placement of the specific uses within the district as set forth in Table A. Subsequent requests for additional uses not previously approved shall be treated as amendments to the planned zoning district and subject to all of the original approval criteria.

(a) *Design criteria*. Except to the extent supplemented, modified or superseded by and through the planned zoning district ordinance or site concept plan, an application for PMD zoning shall also be reviewed for conformance with the following design criteria:

- (1) Proposed development 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.
- (2) Any tract or site abutting or adjoining a single-family residential development shall provide a buffer yard of thirty-five (35) feet on all sides that abut the single-family development, except if the abutting or adjoining proposed uses are residential of equal or less density relative to the existing residential uses then such buffer yard shall be twenty-five (25) feet. The buffer yard shall be landscaped and shall not contain impervious surfaces, with the exception of trails, footpaths, walkways, pedestrian accommodations and/or amenities, retaining walls

and/or other screening devices and/or stormwater management systems as deemed appropriate by the Planning and Zoning Commission and City Council. The required buffer yard may be modified due to unique site characteristics and taking into consideration the proposed uses adjacent to the existing single-family residential developments.

- (3) If residential uses are proposed, provides for a mixture of housing types to meet market demands and encourage diversification.
- (4) Allows for and makes efficient use of parking and storage areas including cooperative parking facilities.
- (5) Provides for the more efficient provision of public and private utilities and facilities throughout the development area.
- (6) Provides adequate public facilities including streets, bicycle and pedestrian facilities, fire protection, water, storm water control, sanitary sewer and parks and recreation facilities.
- (7) Incorporates pocket parks, small plazas and places for public art where appropriate.
- (8) Locates buildings in appropriate relation to sidewalks or public parks and plazas.
- (9) Provides for vehicular mobility in a manner that does not compromise pedestrian safety and mobility.
- (10) Utilizes high-quality architectural design and materials, placement, relationship and orientation of structures throughout the planned development.
- (11) Places all utilities serving new projects underground, to the extent feasible, except where specific allowances and design considerations are provided elsewhere in this Section.
- (12) Provides for appropriate spacing and/or greenspace in or around the separate developments within the PMD.

- (13) Functionally and aesthetically integrates all proposed storm water collection basins with the surrounding development through undergrounding or innovative design of above ground facilities that is visually commensurate with surrounding development.

G. *Submittal Requirements—Site Concept Plan.* Any application for a rezoning to a Planned Zoning District must be accompanied by a Site Concept Plan ~~submitted in accordance with Section 405.1080~~ submitted in paper and electronic formats with the information listed below in approximate detail placed either on the plan or on a separate sheet accompanying the plan, unless otherwise approved by the Zoning Administrator. If there is to be a subdivision of property into separate lots, then a preliminary plat showing the property subdivided into separate lots may also be submitted in accordance with Chapter 410 (as modified by approvals under this Section) in conjunction with the submittal of the Site Concept Plan, but in any event, must be submitted no later than in conjunction with the submittal of the applicable Site Development Plan(s). Section 405.1080 does not apply to Site Concept Plans submitted hereunder.

- (1) The location of the parcel in relation to all surrounding and adjacent uses, buildings and zoning;
- (2) The location of the parcel in relation to major arterials and/or highways and any roadways or drives connecting the parcel to those major thoroughfares;
- (3) The boundaries, dimensions and area of the parcel;
- (4) The proposed use and development of the parcel including principal and accessory uses;
- (5) The location and size of each existing structure and building on the parcel;
- (6) The footprint of each proposed building or structure on the parcel;
- (7) The proposed setbacks from all perimeter property lines and buffer yards, if applicable;
- (8) The height and number of stories of all proposed buildings and structures;
- (9) The amount of land area covered by all proposed buildings, structures, drives and parking facilities;

- (10) The ratio of floor area to land area (FAR);
- (11) Approximate locations of existing and proposed utility easements and stormwater retention areas;
- (12) Existing and proposed contours at vertical intervals of not more than five (5) feet;
- (13) Two (2) section profiles through the site showing preliminary building form, existing natural and proposed final grade;
- (14) Preliminary plan for sanitation and drainage facilities;
- ~~(15)~~ Drawings shall contain the project name, proposed and existing street names, a reasonable and legible scale, north arrow and the date drawn.
- ~~(15)~~(16) General architectural guidelines including, but not limited to, primary and accent exterior materials, finishes and color palette for all buildings within the planned development to meet the Review Criteria requirements in Section 405.390(I)(6), as well as, the design and materials of site features such as street-lights and retaining walls for consistency throughout the planned development
- ~~(16)~~(17) A timeline showing the current approximation of when the planned development will be constructed in stages or units and a schedule for the development of stages or units stating the approximate beginning and completion time for each stage or unit.
- ~~(17)~~(18) A non-exhaustive outline of any proposed restrictive covenants that may be recorded with respect to property in the proposed planned zoning district.
- ~~(18)~~(19) A narrative addressing each of the standards set forth in Section 405.390(I) Review Criteria, Section 405.390(E) Public Benefit, the City's Comprehensive Plan, and such additional standards, if any, as may be applicable under the specific provisions of these planned zoning district regulations. The statement shall explain specifically how the proposed planned zoning district relates to and meets each such standard.
- ~~(19) An economic analysis of any proposed direct impacts on public costs, such as from any improvements proposed for dedication to the public.~~

- (20) At the request of the Director of Community Development, a traffic impact analysis prepared by a Missouri registered traffic engineer depicting the project's impact on vehicular and pedestrian traffic along roadways adjacent to the planned zoning district and/or a traffic review focused on the vehicular and pedestrian circulation within the planned zoning district.
- (21) Any other information deemed necessary by the Zoning Administrator to fully understand the proposal.

A Site Development Plan shall then be submitted with applicable fees and escrow, for each specific building or phase within the project, for review ~~and approval~~ by the Planning and Zoning Commission and approval by resolution of the City Council, provided that only Planning and Zoning Commission review and approval (without action by the City Council) will be necessary for any Site Development Plan that is limited to exterior changes to an existing building and its associated site, or that does not add more than 5000 square feet of new impermeable surface to a site, or other circumstances as allowed in a planned district ordinance. Such Site Development Plan shall be submitted in advance of or in conjunction with an application for a building permit (and can be submitted concurrently with the Site Concept Plan) for one or more buildings or phases. Of primary importance in the review of a Site Development Plan will be a determination that the plan substantially complies with the Site Concept Plan approved for the total development or project. The Planning and Zoning Commission and the City Council shall not require any changes to a proposed Site Development Plan that are inconsistent with the approved Site Concept Plan.

H. Submittal Requirements—Site Development Plan. Each Site Development Plan must be submitted ~~in accordance with Section 405.1080 in paper and electronic formats~~ with the information listed below placed either on the plan or on a separate sheet accompanying the plan, unless otherwise approved by the Zoning Administrator. If there is to be a subdivision of property into separate lots, then a final plat must also be submitted in accordance with Chapter 410 (as modified by approvals under this Section). Section 405.1080 does not apply to Site Development Plans submitted hereunder.

- 1. All submissions to the City's Planning and Zoning Commission and City Council shall be properly sealed and signed by a licensed architect, professional engineer or land surveyor registered in the State of Missouri, as applicable, pursuant to laws and regulations established by the Missouri Board for Architects, Professional Engineers and Land

Surveyors. An original seal, signature and print date shall appear on each page of one (1) original submittal set as evidence that the submitted material was prepared under the direction of a licensed architect, professional engineer or land surveyor, as applicable. All other submissions shall be copies of the original set.

2. Title block including name of the proposed project, name, address and phone number of preparers and project applicant or owner.
3. The location, dimensions and total area of the site, [including map, north arrow, plan scale, and legal description of the property.](#)
4. The location, height, [number of stories](#), floor area, type of construction and intended use of each proposed building or structure.
5. Architectural elevations depicting size, shape and special design elements proposed as well as proposed exterior finish materials to be used.
6. A plan of the entire planned zoning district shall be drawn at a scale of 1" = 20' or larger bearing a minimum of two (2) surveyed points located in conformance with the Missouri Coordinate System ("State Plane Coordinates").
7. Two (2) cross sections at ninety degrees (90°) from each other through the proposed site and building(s).
8. The number, location and dimensions of parking spaces, surface lot or structures and loading docks, in relation to the applicable parking regulations in Article VII, with means of ingress and egress. Layout of physically disabled parking and accessibility shall be included.
9. The proposed traffic circulation pattern within the area of the development including the location and description of public improvements to be installed including any streets and access easements.
10. The location and purpose of any existing or proposed dedication, easement or right-of-way (public or private) within the boundaries of the site.
11. Location and dimensions of adjacent properties [and distance therefrom with required setback lines, and location and dimensions of](#) abutting public rights-of-way and easements and utilities serving the site.

12. Location of existing and proposed sewage treatment, stormwater runoff collection and detention and preliminary stormwater runoff calculations (amount of detention required and provided).
13. Existing and proposed contour lines or elevations based on mean sea level datum at two (2) foot intervals and extending one hundred (100) feet beyond the property lines.
14. Site coverage data in a percentage form of the planned zoning district (a ratio of non-impervious to impervious area).
15. Ratio of floor area to site area of the planned zoning district (FAR).
16. Location and height of all light poles and trash enclosures including detailed sketches or cut sheets.
17. The proposed treatment of open spaces including existing and proposed landscaping and related site improvements such as walls, berms, fences, street furniture, water features and walkways.

17-18. Photometric study.

H.I. *Review Criteria.* The Planning and Zoning Commission shall recommend to the City Council approval, approval with conditions or denial of a planned zoning district application primarily based upon satisfaction of Section 405.390(C), Eligibility and meeting the applicable design criteria in Section 405.390(F), Types of Planned Zoning Districts. Supplemental to these items, every application shall also be reviewed for conformance with the standards set forth below, to the extent applicable:

1. The proposed development is in harmony with the general purpose and intent of this Chapter and is generally 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, to the extent reasonably possible.
9. Operating and delivery hours are compatible with the land uses adjacent to the planned zoning district.
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(E).
- 14.** An economic analysis of any proposed direct impacts on public costsservices is provided, such as from anyincluding public improvements proposed for dedication to the public, do not impose an unacceptable burden on the City, taking into account new City revenues projected to be realized from the development.

I.J. *Review Procedure For A Planned Zoning District.*

1. The application for a Planned Zoning District shall be reviewed and decided upon in accordance with the procedures for a zoning change established by Section 405.1060.
2. The Director of Community Development or his/her designee shall notify the applicant of any deficiencies and/or modifications necessary based on their review of each submittal hereunder. Once any deficiencies are resolved, the Director of Community Development shall forward the submittal to the Planning and Zoning Commission, Mayor and City Council, post notice of the submittal in the same manner as meeting agendas, post a sign on the affected property, provide public notice on the City website, and prepare staff reports for the Commission and Council meetings. The Planning and Zoning Commission may recommend, and the City Council may adopt modifications to the development standards set forth in Chapter 405 and Chapter 410 of the Code of Ordinances, City of Creve Coeur, Missouri, as part of its consideration and approval of the planned zoning district.
3. Approval of the Planned Zoning District is determined solely in the legislative discretion of the City Council which shall be codified within a separate planned zoning district ordinance.
4. Once approved by the City Council, the planned zoning district, including the associated site concept plan and the planned zoning district ordinance replaces all prior zoning regulations on the property and should be noted on the Zoning Map.
5. Any applicable time limitations shall be met, such as those pertaining to proposed wireless communications facilities and support structures under Section 67.5090 RSMo. et seq. and FCC Declaratory Ruling WT Docket No. 08-165, rel. 11-15-2009.1

J.K. *Conditions Of Approval.*

1. The City Council shall consider the same criteria as set forth for the Planning and Zoning Commission review (Section 405.390(I), Review Criteria) and may impose such conditions and limitations including, but not limited to, those recommended by the Planning and Zoning Commission, as may be necessary or appropriate to prevent or minimize adverse effects upon other property and improvements in the vicinity of the planned zoning

district, upon the City as a whole or upon public facilities and services. These conditions may include, but are not limited to, conditions concerning use, construction, character, location, landscaping, screening, parking, maintenance, operational elements that would impact adjoining land uses and other matters relating to the purposes and objectives of these planned zoning district regulations. Such conditions shall be expressly set forth in the ordinance and depicted, as appropriate, on the associated Site Concept Plan authorizing the planned zoning district.

2. The ordinance approving a Planned Zoning District shall contain a legal description of the subject property, all imposed conditions of approval of the zoning and the approval of the Site Concept Plan. The ordinance and the approved site development plan(s) 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.
3. Following planned zoning district approval, the site concept plan and planned district ordinance, rather than any other provision of this Chapter, shall govern the use, parking, loading, sign, bulk, space and yard regulations applicable to the subject property and no other use or development, except temporary uses, shall be permitted within the area of the planned zoning district pursuant to the zoning district regulations otherwise applicable to such area.

~~K.L.~~ Reapplication. In the event the City Council denies an application for planned zoning district, no application for the same or substantially similar proposal will be accepted for a period of at least one (1) year from the date of denial by the City Council, unless the City Council affirmatively waives this restriction for good cause.

~~L.M.~~ Final Building, Construction and Site Improvement Plans. Once a planned zoning district and its included Site Concept Plan receives final approval by the City Council and the pertinent Site Development Plan has received approval by the City Council upon receiving a recommendation from ~~by the~~ Planning and Zoning Commission (or when applicable, after approval by the Planning and Zoning Commission), further review of the final building, construction and site improvement plans by the Planning and Zoning Commission or the City Council will not be required, provided those final plans are consistent with and in substantial conformance with the approved planned zoning district and the approved site development plan.

~~M.N.~~ Period of Validity. The Site Concept Plans approved by the City Council in conjunction with the Planned Zoning District shall be valid for a period of up to

eight (8) years from the date of approval. After the eighth year, a site concept plan will no longer be valid unless an extension is granted as set forth below. The City of Creve Coeur may grant a single one-year extension prior to the expiration of the site concept plan upon written request of the applicant submitted to the City at least one hundred eighty (180) days prior to the expiration date and granted prior to the expiration date. Site Development Plans shall be valid for a period of twelve (12) months from the date of approval. Within such period a building permit shall be obtained, and substantial construction 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 may grant extensions regarding the validity of a site development plan not exceeding twelve (12) months each upon written request of 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 shall have the power in such cases to attach new conditions to their re-approval or to disapprove the reapplication. The validity of a site development plan cannot be extended if the site concept plan has ceased to be valid.

N.O. *Building Permit Issuance.* A copy of the approved planned zoning district, the approved site concept plan, and each approved site development plan shall be retained in the records of the Department of Community Development and all building and occupancy permits issued by the City shall conform to the provisions of the approved planned zoning district, site concept plan, and site development plan.

O.P. *Violations.* Failure to comply with any of the conditions and/or provisions of an approved planned zoning district plan shall constitute a violation of this Chapter, punishable as provided in Section 405.1150 of this Chapter. The City may seek judicial remedies to compel compliance.

P.Q. *Amendments.* No amendments shall be made in the construction, development or use permitted under a planned zoning district except as follows:

1. Minor amendments. During build-out of the planned zoning district, the Zoning Administrator may authorize minor adjustments to the approved site development plan when such adjustments appear necessary in light of technical or engineering considerations provided the project will remain in substantial conformance with the original approval.
2. Major amendments. If the Zoning Administrator determines that the proposed amendment will result in a major change to the site concept plan or site development plan (not in substantial conformance with the original

approval) or any change to the list of permitted uses, the matter shall be subject to review as an amendment the Planned Zoning District. [Major Aa](#) amendments to the Site Concept Plan shall follow the same procedures as a new application under the provisions of these planned zoning district regulations.

[Major Aa](#) amendments to the Site Development Plan shall follow the provisions of [this section regarding original Site Development Plans](#)~~Section 405.1080~~ subject to review ~~and approval~~ by the Planning and Zoning Commission [and approval by resolution of the City Council](#).

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

ADOPTED THIS ____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



MEMORANDUM

DATE: July 20, 2023

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from July 6, 2023 through July 19, 2023 in the amount of \$574,586.48.



Creve Coeur, MO

Council Report of invoices Paid Listing

By Fund

Payment Dates 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND						
PAYROLL-MS CONTRIBUTION	INV0001803	07/07/2023	ICMA ROTH IRA %	01-2319	DFT0007247	97.13
FAMILY SUPPORT DIVISION- CHILD SUPPORT OFFICE	INV0001804	07/07/2023	CHILD SUPPORT	01-2113	DFT0007248	184.62
EDB-COMMERCE BANK	INV0001805	07/07/2023	EDB EMPLOYEE DEFINED BE	01-2320	DFT0007249	2,864.08
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ER PENSION 3%	01-2312	DFT0007250	1,914.46
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ER PENSION 10%	01-2312	DFT0007250	778.58
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ICMA ROTH 457 \$	01-2318	DFT0007250	1,258.46
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ICMA ROTH 457 %	01-2318	DFT0007250	2,401.90
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ICMA ROTH IRA \$	01-2319	DFT0007250	494.62
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ICMA 457 \$	01-2322	DFT0007250	7,873.50
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ICMA 457 \$	01-2322	DFT0007250	627.47
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ICMA 457 %	01-2322	DFT0007250	1,716.58
PAYROLL-MS CONTRIBUTION	INV0001806	07/07/2023	ICMA LOAN PAYMENT	01-2324	DFT0007250	565.31
MOST-MISSOURI'S 529 SAVINGS PLAN	INV0001807	07/07/2023	MOST 529 COLLEGE SAVINGS	01-2323	DFT0007251	865.00
VOYA	INV0001808	07/07/2023	VOYA 457 %	01-2321	DFT0007252	1,976.14
DEPARTMENT OF TREASURY	INV0001809	07/07/2023	SOCIAL SECURITY	01-2102	DFT0007253	34,736.44
DEPARTMENT OF TREASURY	INV0001809	07/07/2023	MEDICARE	01-2103	DFT0007253	8,123.94
DEPARTMENT OF TREASURY	INV0001809	07/07/2023	FEDERAL WITHHOLDING	01-2104	DFT0007253	25,164.80
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001810	07/07/2023	STATE WITHHOLDING	01-2105	DFT0007254	10,056.00
DEPARTMENT OF TREASURY	INV0001811	07/07/2023	SOCIAL SECURITY	01-2102	DFT0007255	1,923.12
DEPARTMENT OF TREASURY	INV0001811	07/07/2023	MEDICARE	01-2103	DFT0007255	449.72
DEPARTMENT OF TREASURY	INV0001811	07/07/2023	FEDERAL WITHHOLDING	01-2104	DFT0007255	551.03
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001812	07/07/2023	STATE WITHHOLDING	01-2105	DFT0007256	229.00
AMERICAN UNITED LIFE INSURANCE COMPANY	619325-7/1/23	07/13/2023	VOL AD&D JUL 23	01-2216	66239	69.60
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	VOL LIFE JUL 23	01-2216	66240	1,214.76
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	VOL AD & D JUL 23	01-2216	66240	78.08
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	SHORT TERM DIS JUL 23	01-2222	66240	529.87
FIDELITY SECURITY LIFE INSURANCE COMPANY	165837262	07/19/2023	VISION JUL 23	01-2218	66280	887.27
FIDELITY SECURITY LIFE INSURANCE COMPANY	165837362	07/19/2023	COBRA VISION INS JUL 23	01-2224	66280	8.05

Council Report of invoices Paid Listing
Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
PATRICIA A MILLER	2877	07/19/2023	KIDS BIKE SAFETY BRACELETS	01-2517	66295	437.00
MISSOURI STATE TREASURER	CK44612	07/19/2023	VEN 00291-0912 CK 44612 U	01-2844	66270	0.22
MISSOURI STATE TREASURER	CK63705	07/19/2023	VEN 00291-0936 CK 63705 U	01-2844	66270	2.64
MISSOURI STATE TREASURER	CK64114	07/19/2023	VEN 00291-0953 CK 64114 U	01-2844	66270	14.40
MISSOURI STATE TREASURER	CK64145	07/19/2023	VEN 00291-0954 CK 64145 U	01-2844	66270	45.92
MISSOURI STATE TREASURER	CK64578	07/19/2023	VEN 00291-0964 CK 64578 U	01-2844	66270	65.00
MISSOURI DEPARTMENT OF REVENUE	CVC JUN 23	07/19/2023	CRIME VICTIMS COMPENSAT	01-2413	66290	22.50
MISSOURI DEPARTMENT OF REVENUE	CVC JUN 23	07/19/2023	MISC POLICE FUND REVENU	01-4604	66290	-1.11
WALTER SCHULTZ	FY23 LAGERS REFUND	07/19/2023	FY23 LAGERS REFUND	01-2317	66304	371.92
WASHINGTON NATIONAL INS CO	P2339790	07/19/2023	WG00006955, 02413 JUL 23	01-2215	164	437.70
MISSOURI DEPARTMENT OF REVENUE	POST JUN 23	07/19/2023	POST COMMISSION FUND JU	01-2412	66289	5.00
						109,040.72
						109,040.72
Department: 11 - LEGISLATIVE SERVICES						
Division: 12 - MAYOR AND CITY COUNCIL						
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-11-12-5234	66240	43.20
MUNICIPAL LEAGUE OF METRO ST. LOUIS	FY24 DUES	07/19/2023	FY24 MEMBERSHIP DUES	01-11-12-6262	66293	5,355.00
Division 12 - MAYOR AND CITY COUNCIL Total:						5,398.20
Division: 13 - CITY CLERK						
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-11-13-5234	66240	24.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-11-13-5235	66240	2.11
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-11-13-5236	66240	17.59
MISSOURI CCFO ASSOCIATION EASTERN DIVIS	JUL 23 LUNCH	07/13/2023	MEMBERSHIP LUNCHEON 7/	01-11-13-6264	66259	20.00
MISSOURI CCFO ASSOCIATION EASTERN DIVIS	FY24 DUES	07/19/2023	FY24 MEMBERSHIP DUES HE	01-11-13-6262	66288	30.00
Division 13 - CITY CLERK Total:						93.82
Department 11 - LEGISLATIVE SERVICES Total:						5,492.02
Department: 12 - ADMINISTRATION						
Division: 10 - LEGAL						
CURTIS HEINZ GARRETT AND OKEEFE PC	175393-175397	07/14/2023	CA NON-RETAINER GENERAL	01-12-10-6201	133	1,373.00
CURTIS HEINZ GARRETT AND OKEEFE PC	175393-175397	07/14/2023	MUNICIPAL PROSECUTION N	01-12-10-6201	133	945.82

Council Report of invoices Paid Listing

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CURTIS HEINZ GARRETT AND OKEEFE PC	175393-175397	07/14/2023	MUNICIPAL PROSECUTION R	01-12-10-6201	133	2,500.00
CURTIS HEINZ GARRETT AND OKEEFE PC	175393-175397	07/14/2023	CA RETAINER MEETINGS AN	01-12-10-6201	133	5,000.00
CURTIS HEINZ GARRETT AND OKEEFE PC	175393-175397	07/14/2023	PROSECUTING ATTORNEY AS	01-12-10-6201	133	1,067.50
Division 10 - LEGAL Total:						10,886.32
Division: 11 - ADMINISTRATIVE						
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-12-11-5234	66240	114.99
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-12-11-5235	66240	10.06
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-12-11-5236	66240	82.68
SWIFT PRINT COMMUNICATIONS	000016398	07/14/2023	Residential Newsletter Printi	01-12-11-6203	147	1,899.00
ASI	A0001786360684F	07/19/2023	HRA & FSA ADMIN FEES JUN	01-12-11-6203	66271	427.00
MISSOURI CCFO ASSOCIATION EASTERN DIVIS	FY24 DUES	07/19/2023	FY24 MEMBERSHIP DUES ST	01-12-11-6262	66288	5.00
PAYLOCITY CORPORATION	INV1479891	07/19/2023	COBRA ADMINISTRATION	01-12-11-6203	66296	71.85
Division 11 - ADMINISTRATIVE Total:						2,610.58
Division: 14 - MUNICIPAL COURT						
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-12-14-5234	66240	47.62
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-12-14-5235	66240	4.17
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-12-14-5236	66240	34.72
RICOH USA, INC	107397818	07/19/2023	COURT COPIER LEASE 6/18/2	01-12-14-6213	66298	262.37
Division 14 - MUNICIPAL COURT Total:						348.88
Department 12 - ADMINISTRATION Total:						13,845.78
Department: 13 - FINANCE						
Division: 11 - ADMINISTRATIVE						
PAYROLL MISSOURI WITHHOLDING TAXES	INV0001810	07/07/2023	STATE WITHHOLDING FEE	01-13-11-6202	DFT0007254	0.50
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-13-11-5234	66240	96.44
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-13-11-5235	66240	8.44
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-13-11-5236	66240	69.16
Division 11 - ADMINISTRATIVE Total:						174.54
Division: 15 - INTERDEPARTMENTAL						
CHARTER COMMUNICATION	0353198070123	07/13/2023	PD PRI FIBER JUL 23	01-13-15-6253	66247	1,485.17

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RSC INSURANCE BROKERAGE INC	19540	07/13/2023	FY24 CYBER LIABILITY INSUR	01-13-15-6220	66262	12,125.00
RSC INSURANCE BROKERAGE INC	19682	07/13/2023	FY24 PUBLIC OFFICIALS INSUR	01-13-15-6222	66262	42,268.00
RSC INSURANCE BROKERAGE INC	20018	07/13/2023	FY24 PROPERTY POLICY REN	01-13-15-6226	66262	72,008.00
KONICA MINOLTA BUSINESS SOLUTIONS	287938218	07/13/2023	ADMIN COPIER MAINTENAN	01-13-15-6213	66254	67.10
ODP BUSINESS SOLUTIONS LLC	319519820001	07/13/2023	FINGER GRIP TONER PENS PL	01-13-15-7312	66261	140.31
ODP BUSINESS SOLUTIONS LLC	319529002001	07/13/2023	PENCIL CASE	01-13-15-7312	66261	9.99
ODP BUSINESS SOLUTIONS LLC	319529006001	07/13/2023	PHONE REST	01-13-15-7312	66261	29.98
ODP BUSINESS SOLUTIONS LLC	319529011001	07/13/2023	TONER	01-13-15-7312	66261	282.99
ODP BUSINESS SOLUTIONS LLC	320856358001	07/13/2023	STAPLES	01-13-15-7312	66261	4.02
ODP BUSINESS SOLUTIONS LLC	322338792001	07/13/2023	ID BADGE LANYARDS	01-13-15-7312	66261	62.17
MILLIMAN, INC	52CCC01062311	07/13/2023	ACTUARIAL SERVICES SPECIA	01-13-15-6203	66258	7,308.00
RETIREMENT PLAN ADVISOR	2023-38	07/14/2023	FY23 INVESTMENT ADVISOR	01-13-15-6203	145	5,257.03
CHARTER COMMUNICATION	0403845070823	07/19/2023	CITY HALL TV WIFI 7/8/23-7/	01-13-15-6253	66274	165.45
ODP BUSINESS SOLUTIONS LLC	320855621001	07/19/2023	FILE ORGANIZERS	01-13-15-7312	66294	42.99
ODP BUSINESS SOLUTIONS LLC	320856357001	07/19/2023	MAGNETIC LABELS	01-13-15-7312	66294	11.96
ODP BUSINESS SOLUTIONS LLC	322338072001	07/19/2023	ID BADGE CASES	01-13-15-7312	66294	55.99
WUSSLER BUSINESS FORMS INC	5186	07/19/2023	BUSINESS CARDS HEINES	01-13-15-7312	166	122.89
WUSSLER BUSINESS FORMS INC	5187	07/19/2023	ENDORSED NUMBER 10 ENV	01-13-15-7312	166	400.00
					Division 15 - INTERDEPARTMENTAL Total:	141,847.04
Division: 51 - MIS OPERATIONS						
COMMUNICATIONS TECHNOLOGIES, INC.	101563	07/13/2023	PW HUNT GROUP ISSUES IN	01-13-51-6213	66250	62.50
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-13-51-5234	66240	26.47
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-13-51-5235	66240	2.32
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-13-51-5236	66240	19.30
WINNING TECHNOLOGIES, INC.	27822	07/14/2023	IT Management Consultants	01-13-51-6202	150	1,800.00
CHARTER COMMUNICATION	0403845070823	07/19/2023	CITY HALL TV WIFI 7/8/23-7/	01-13-51-6213	66274	75.84

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DELL MARKETING LP	10684314904	07/19/2023	DELL LATITUDE 3540 LAPTOP	01-13-51-7331	154	1,348.74
CDW LLC	KN12428	07/19/2023	(3) IPAD REPLACEMENTS FO	01-13-51-7331	66273	1,303.29
Division 51 - MIS OPERATIONS Total:						4,638.46
Department 13 - FINANCE Total:						146,660.04
Department: 14 - COMMUNITY SERVICES						
Division: 11 - ADMINISTRATIVE						
US BANK EQUIPMENT FINANCE	504781899	07/13/2023	COPIER LEASE & MAINTENA	01-14-11-6213	66267	47.74
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-14-11-5234	66240	23.62
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-14-11-5235	66240	2.07
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-14-11-5236	66240	13.71
DOUGLAS VENTURES LLC	307221224-63	07/14/2023	PARK PAVILIONS JANITORIAL	01-14-11-6203	135	434.00
Division 11 - ADMINISTRATIVE Total:						521.14
Department 14 - COMMUNITY SERVICES Total:						521.14
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE						
Division: 11 - ADMINISTRATIVE						
WALTER KNOLL FLORIST	INV9623	07/06/2023	PLANT MAINTENANCE JULY 2	01-16-11-6212	66238	80.00
ST LOUIS COUNTY TREASURE	002929-09-23	07/13/2023	ELEVATOR & KITCHEN EXHAU	01-16-11-6211	66266	130.00
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	131952206-001	07/13/2023	SAND FOR GARDEN PATIO	01-16-11-6212	66265	72.00
AMERENUE	55031-62002-06/30/23	07/13/2023	ELECTRIC CITY HALL MAY-JU	01-16-11-6250	DFT0007314	6,015.44
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-16-11-5234	66240	18.13
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-16-11-5235	66240	1.59
ARAMARK UNIFORM SERVICES	6170163762	07/14/2023	CITY HALL AND PD UNIFORM	01-16-11-7308	132	15.32
NEW SYSTEM LLC	100073-01	07/19/2023	CITY HALL CUSTODIAL SUPPL	01-16-11-6212	162	92.87
NEW SYSTEM LLC	100073-BALANCE	07/19/2023	LINERS AND CLEANING SUPP	01-16-11-6212	162	0.35
WIEGMANN ASSOCIATES	79068	07/19/2023	WATER LEAK REPAIR NEAR B	01-16-11-6212	165	320.00
WALTER KNOLL FLORIST	INV10544	07/19/2023	PLANT MAINTENANCE AUGU	01-16-11-6212	66303	80.00
Division 11 - ADMINISTRATIVE Total:						6,825.70
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:						6,825.70
Department: 21 - POLICE						
Division: 11 - ADMINISTRATIVE						
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-21-11-5234	66240	227.10
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-21-11-5235	66240	19.87

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AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-21-11-5236	66240	152.77
MARCO HOLDINGS LLC	INV11377448	07/13/2023	QTRLY MAINT FOR CHIEF'S O	01-21-11-6213	66257	84.32
ARAMARK UNIFORM SERVICES	6170163762	07/14/2023	CITY HALL AND PD UNIFORM	01-21-11-7308	132	15.32
FLORISSANT PSYCHOLOGICAL SERVICES I	#YYTYL	07/19/2023	PRE EMPLOYMENT SCREENI	01-21-11-6203	66281	450.00
ENERGY PETROLEUM CO	265371 RESUBMIT	07/19/2023	REGULAR FUEL AT PW GARA	01-21-11-7307	66279	274.93
MISSOURI POLICE CHIEFS ASSOCIATION	4819R	07/19/2023	NEW MEMBERSHIP FOR T KO	01-21-11-6262	66291	225.00
MISSOURI POLICE CHIEFS ASSOCIATION	4837	07/19/2023	MEMBERSHIP RENEWAL - AC	01-21-11-6262	66291	225.00
VERIZON WIRELESS SERVICES LLC	9938880760	07/19/2023	TABLETS AND AIRCARDS PD	01-21-11-6253	66302	320.08
MARCO HOLDINGS LLC	INV11398076	07/19/2023	MAINT FOR RECORD'S COPIE	01-21-11-6213	66286	125.87
FLORISSANT PSYCHOLOGICAL SERVICES I	LODJOHR	07/19/2023	PRE EMPLOYMENT SCREENI	01-21-11-6203	66281	450.00
Division 11 - ADMINISTRATIVE Total:						2,570.26
Division: 21 - INVESTIGATION						
NITV FEDERAL SERVICES	12255	07/13/2023	CVSA TRAINING - M NEPORA	01-21-21-6261	66260	1,395.00
LEXISNEXIS	1432814-20230630	07/13/2023	JUNE 23 1 SEARCH 2 USERS	01-21-21-6202	66255	222.24
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-21-21-5234	66240	196.56
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-21-21-5235	66240	17.19
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-21-21-5236	66240	143.35
LEADSONLINE PARENT LLC	405141	07/14/2023	LEADSONLINE CHARTER SVC	01-21-21-6202	138	1,970.00
ENERGY PETROLEUM CO	265371 RESUBMIT	07/19/2023	REGULAR FUEL AT PW GARA	01-21-21-7307	66279	523.04
Division 21 - INVESTIGATION Total:						4,467.38
Division: 22 - PATROL						
VALVOLINE LLC	215060	07/13/2023	WIPERS FOR CAR 2406	01-21-22-6210	66268	42.48
SAFETY-KLEEN SYSTEMS, INC.	92255560	07/13/2023	1 BARREL 5W20 FOR PD VEH	01-21-22-6210	66263	889.05
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-21-22-5234	66240	950.65
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-21-22-5235	66240	83.18
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-21-22-5236	66240	573.07
CENTRAL LAKE ARMOR EXPRESS INC	0237468	07/19/2023	FREIGHT COST FOR SHIELD A	01-21-22-9503	153	100.72
CENTRAL LAKE ARMOR EXPRESS INC	0237468	07/19/2023	BLUERIDGE ARMOR SHILD A	01-21-22-9503	153	4,795.00
ENERGY PETROLEUM CO	265371 RESUBMIT	07/19/2023	REGULAR FUEL AT PW GARA	01-21-22-7307	66279	11,149.23

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Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CDS OFFICE SYSTEMS INC	INV1544057R	07/19/2023	REPORT WRITING ROOM CO	01-21-22-6213	152	33.00
						Division 22 - PATROL Total: 18,616.38
						Department 21 - POLICE Total: 25,654.02
Department: 31 - PUBLIC WORKS						
Division: 11 - ADMINISTRATIVE						
US BANK EQUIPMENT FINANCE	504781527	07/13/2023	COPIER LEASE & MAINTENA	01-31-11-6213	66267	224.51
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-31-11-5234	66240	97.99
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-31-11-5235	66240	8.56
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-31-11-5236	66240	69.89
DREXEL TECHNOLOGIES INC	INV107190	07/19/2023	COPIER LEASE/MAINTENANC	01-31-11-6213	155	69.57
						Division 11 - ADMINISTRATIVE Total: 470.52
Division: 41 - STREET MAINTENANCE						
AMERENUE	55031-62002-06/30/23	07/13/2023	ELECTRIC STREET DEPT MAY-	01-31-41-6250	DFT0007314	1,271.25
AMERENUE	55031-62002-06/30/23	07/13/2023	ELECTRIC STREET LIGHTING	01-31-41-6251	DFT0007314	10,445.68
SAFETY-KLEEN SYSTEMS, INC.	92192110	07/13/2023	HYDRO & OIL	01-31-41-6210	66263	1,060.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-31-41-5234	66240	166.05
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-31-41-5235	66240	14.54
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-31-41-5236	66240	116.91
NELSON COUNTY LAND MAINTENANCE LLC	20221	07/14/2023	ROW AND GROUNDS MAINT	01-31-41-6212	142	7,687.50
NELSON COUNTY LAND MAINTENANCE LLC	20266	07/14/2023	ROW AND GROUNDS MAINT	01-31-41-6212	142	7,612.00
WARNING LITES OF SOUTHERN ILLINOIS LLC	28549	07/14/2023	AMBER WITH SOLAR HOOD	01-31-41-7311	149	242.75
ARAMARK UNIFORM SERVICES	6170163761	07/14/2023	PW SHOP UNIFORM SERVICE	01-31-41-7308	132	150.43
DH PACE COMPANCY INC	SVC/264-768528	07/14/2023	GATE REPAIR	01-31-41-6212	134	2,063.58
JOHNNY ON THE SPOT #347	0347-000260776	07/19/2023	PORTA JOHNS JUNE 23	01-31-41-6266	66284	269.41
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	132379330-001	07/19/2023	OLIVE IRRIGATION PARTS	01-31-41-6212	66300	177.40
MCCONNELLS OF ST LOUIS INC	2307-079661	07/19/2023	LUTE HEADS/CRACK SEAL BL	01-31-41-7302	66287	53.98
MCCONNELLS OF ST LOUIS INC	2307-079661	07/19/2023	LUTE HEADS/CRACK SEAL BL	01-31-41-7305	66287	1,350.00
ENERGY PETROLEUM CO	265371 RESUBMIT	07/19/2023	REGULAR FUEL AT PW GARA	01-31-41-7307	66279	1,081.20
RUSH TRUCK CENTER	3033275561	07/19/2023	317 BLOWER MOTOR	01-31-41-6210	66299	161.25

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RUSH TRUCK CENTER	3033280034	07/19/2023	317 PARTS	01-31-41-6210	66299	153.75
Division 41 - STREET MAINTENANCE Total:						34,078.43
Division: 43 - PARKS MAINTENANCE						
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	132096573-001	07/13/2023	IRRIGATION SUPPLIES	01-31-43-6212	66265	46.69
AMERENUE	55031-62002-06/30/23	07/13/2023	ELECTRIC PARKS DEPT MAY-J	01-31-43-6250	DFT0007314	1,310.17
SAFETY-KLEEN SYSTEMS, INC.	92192110	07/13/2023	HYDRO & OIL	01-31-43-6210	66263	353.58
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-31-43-5234	66240	83.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-31-43-5235	66240	7.27
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-31-43-5236	66240	37.43
WHOLESALE PLUMBING SUPPLY COMPANY INC	S3416904.001	07/13/2023	MALCOLM WATER PIPE FIX	01-31-43-6212	66269	53.84
NELSON COUNTY LAND MAINTENANCE LLC	20221	07/14/2023	PARKS MAINTENANCE SERVI	01-31-43-6212	142	8,015.00
NELSON COUNTY LAND MAINTENANCE LLC	20266	07/14/2023	PARKS MAINTENANCE SERVI	01-31-43-6212	142	8,005.00
ARAMARK UNIFORM SERVICES	6170163761	07/14/2023	PW SHOP UNIFORM SERVICE	01-31-43-7308	132	50.14
JOHNNY ON THE SPOT #347	0347-000260776	07/19/2023	PORTA JOHNS JUNE 23	01-31-43-6266	66284	269.41
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	132285679-001	07/19/2023	MILL PARK WATER MAIN	01-31-43-6212	66300	165.03
ENERGY PETROLEUM CO	265371 RESUBMIT	07/19/2023	REGULAR FUEL AT PW GARA	01-31-43-7307	66279	442.57
RUSH TRUCK CENTER	3033275561	07/19/2023	317 BLOWER MOTOR	01-31-43-6210	66299	53.75
RUSH TRUCK CENTER	3033280034	07/19/2023	317 PARTS	01-31-43-6210	66299	51.25
WHOLESALE PLUMBING SUPPLY COMPANY INC	S3425706.001	07/19/2023	VENABLE PARK PLUMBING R	01-31-43-6212	66305	316.18
Division 43 - PARKS MAINTENANCE Total:						19,260.43
Department 31 - PUBLIC WORKS Total:						53,809.38
Department: 32 - COMMUNIITY DEVELOPMENT						
Division: 11 - ADMINISTRATIVE						
BRIDGE TOWER MEDIA	745621642	07/13/2023	PUBLIC NOTICE - 689 CRAIG	01-32-11-6260	66246	69.02
BRIDGE TOWER MEDIA	745621651	07/13/2023	PUBLIC NOTICE -1025 N LIND	01-32-11-6260	66246	83.30
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-32-11-5234	66240	71.00
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-32-11-5235	66240	6.21
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-32-11-5236	66240	51.00
LOCHMUELLER GROUP INC	917597	07/14/2023	TRAFFIC	01-32-11-6202	139	2,040.00
LOCHMUELLER GROUP INC	917612	07/14/2023	TRAFFIC STUDY - ALTUS PRO	01-32-11-6202	139	2,115.00
Division 11 - ADMINISTRATIVE Total:						4,435.53

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Division: 61 - BUILDING DEPARTMENT						
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	01-32-61-5234	66240	166.97
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	01-32-61-5235	66240	14.60
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	01-32-61-5236	66240	121.76
PERALES AE LAWN CARE LLC	115349	07/19/2023	HIGH WEEDS/GRASS 815 ARI	01-32-61-6215	163	157.50
MARBECK PRINTING LLC	214383	07/19/2023	OCCUPANCY INSPECTION SH	01-32-61-7304	161	129.38
VERIZON WIRELESS SERVICES LLC	9938880760	07/19/2023	TABLETS AND AIRCARDS BLD	01-32-61-6253	66302	240.06

Division 61 - BUILDING DEPARTMENT Total: 830.27

Department 32 - COMMUNIITY DEVELOPMENT Total: 5,265.80

Fund 01 - GENERAL FUND Total: 367,114.60

Fund: 02 - CAPITAL IMPROVEMENT FUND

Department: 61 - CIP

Division: 71 - CIP

CIVIC PLUS	266170	07/13/2023	CIVIC CLERK BOARDS AND C	02-61-71-9516	66249	1,246.93
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	02-61-71-5234	66240	38.99
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	02-61-71-5235	66240	3.41
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	02-61-71-5236	66240	19.42
DREXEL TECHNOLOGIES INC	INV110305	07/14/2023	ADVERTISITNG FOR 2023 AS	02-61-71-9510	136	40.25
DREXEL TECHNOLOGIES INC	INV110333	07/14/2023	ADVERTISITING FOR DIELMA	02-61-71-9506	136	40.25
B32 ENGINEERING GROUP INC	2441	07/19/2023	R-22 Switchover Rink Project	02-61-71-9506	66272	6,388.88
HORNER AND SHIFRIN INC	69308	07/19/2023	New Ballas Sidewalk Design	02-61-71-9510	159	1,412.50
HORNER AND SHIFRIN INC	69314	07/19/2023	OLD OLIVE SIDEWALK DESIG	02-61-71-9510	158	2,884.20
EAST WEST GATEWAY COUNCIL OF GOVERNMENTS	FY24-19701-TAP	07/19/2023	APPLICATION TAP GRANT FE	02-61-71-9510	66277	3,500.00
EAST WEST GATEWAY COUNCIL OF GOVERNMENTS	FY24-21603-TAP	07/19/2023	APPLICATION TAP GRANT N	02-61-71-9510	66278	2,240.00

Division 71 - CIP Total: 17,814.83

Department 61 - CIP Total: 17,814.83

Fund 02 - CAPITAL IMPROVEMENT FUND Total: 17,814.83

Fund: 05 - PARKS & STORMWATER FUND

Department: 61 - CIP

Division: 71 - CIP

AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	05-61-71-5234	66240	35.68
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Council Report of invoices Paid Listing

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD&D JUL 23	05-61-71-5235	66240	3.12
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	05-61-71-5236	66240	19.78
MICHAEL E BLAES PC	23148	07/14/2023	LAKE SCHOOL BUILDING - EN	05-61-71-9506	140	8,550.00
THOUVENOT, WADE & MOERCHEN, INC.	79803	07/14/2023	LAKE SCHOOL PARK PHASE 1	05-61-71-9506	148	3,655.82
THOUVENOT, WADE & MOERCHEN, INC.	79808	07/14/2023	MILLENNIUM PARK PHASE 1	05-61-71-9506	148	6,439.25
DREXEL TECHNOLOGIES INC	INV110307	07/14/2023	ADVERTISING FOR MILLENIU	05-61-71-9506	136	40.25
INTUITION AND LOGIC ENGINEERING INC	230604	07/19/2023	NEW BALLAS RD CULVERT PA	05-61-71-9509	160	2,380.00
INTUITION AND LOGIC ENGINEERING INC	230610	07/19/2023	WATERSHED MANAGEMENT	05-61-71-9509	160	14,862.50

Division 71 - CIP Total: **35,986.40**

Department 61 - CIP Total: **35,986.40**

Fund 05 - PARKS & STORMWATER FUND Total: **35,986.40**

Fund: 06 - MUNICIPAL ENTERPRISE FUND

HUONG LUO	MAY 23 CANCELLED	07/19/2023	ROOM RENTAL 5/1/23 REFU	06-4541	66283	765.00
						765.00
						765.00

Department: 14 - COMMUNITY SERVICES

Division: 31 - ICE ARENA

AMERENUE	1801001713-06/13/23	07/06/2023	11400 OLDE CABIN ICE AREN	06-14-31-6250	DFT0007309	7,768.34
SPIRE	4981701000-07/01/23	07/11/2023	11400 OLDE CABIN RD 5/17/	06-14-31-6252	DFT0007308	927.86
RSC INSURANCE BROKERAGE INC	20018	07/13/2023	FY24 PROPERTY POLICY REN	06-14-31-6226	66262	26,753.00
DEKA SERVICE	30050660	07/13/2023	ICE RINK REPAIRS DRC	06-14-31-6212	66251	962.50
US BANK EQUIPMENT FINANCE	504781899	07/13/2023	COPIER LEASE & MAINTENA	06-14-31-6213	66267	47.73
CHEM AQUA INC	8294191	07/13/2023	ICE ARENA WATER TREATME	06-14-31-6211	66248	831.88
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	06-14-31-5234	66240	60.11
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	06-14-31-5235	66240	5.27
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	06-14-31-5236	66240	39.02
MURPHY COMPANY	242340	07/14/2023	ICE REPAIRS DRC	06-14-31-6268	141	513.00
DOUGLAS VENTURES LLC	307565001-255	07/14/2023	DRC JANITORIAL SERVICES JU	06-14-31-6203	135	1,625.00
NEW SYSTEM LLC	100146	07/19/2023	CUSTODIAL SUPPLIES FOR D	06-14-31-7301	162	343.07
ARAMARK UNIFORM SERVICES	6170166336	07/19/2023	DRC MOPS	06-14-31-7301	151	32.01
RHINE PARACO GAS OF ST LOUIS	727641	07/19/2023	OLY PROPANE	06-14-31-7307	66297	147.87

Council Report of invoices Paid Listing

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
H AND G SALES INC	771292	07/19/2023	DRC MAINETANCE TO FRONT	06-14-31-6212	157	276.00
Division 31 - ICE ARENA Total:						40,332.66
Division: 32 - GOLF MAINTENANCE						
AMERENUE	0639074006-06/13/23	07/06/2023	11400 OLDE CABIN LAKE FO	06-14-32-6250	DFT0007311	94.86
AMERENUE	4863142006-06/13/23	07/06/2023	11400 OLDE CABIN GOLF FA	06-14-32-6250	DFT0007310	83.46
AMERENUE	7072604119-06/13/23	07/06/2023	11400 OLDE CABIN MAINT S	06-14-32-6250	DFT0007312	52.21
RSC INSURANCE BROKERAGE INC	20018	07/13/2023	FY24 PROPERTY POLICY REN	06-14-32-6226	66262	535.00
M AND M GOLF CARS LLC	20648	07/13/2023	PARTS FOR CARRYALL TURF 2	06-14-32-6210	66256	22.98
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	06-14-32-5234	66240	20.03
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	06-14-32-5235	66240	1.75
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	06-14-32-5236	66240	37.33
GREENSPRO INC	INV0052604	07/13/2023	SPECTICLE HERBICIDE FOR F	06-14-32-7303	66252	618.60
GREENSPRO INC	INV0052726	07/13/2023	SPECTICLE HERBICIDE FOR TE	06-14-32-7303	66252	618.60
O'REILLY AUTOMOTIVE STORES INC	1388-448032	07/14/2023	MISC EQUIPMENT MAINTEN	06-14-32-6211	144	132.04
HELENA CHEMICAL CO.	235279757	07/14/2023	ORBIX AND ARISTOCRACY G	06-14-32-7303	137	772.50
HELENA CHEMICAL CO.	235279758	07/14/2023	MAINTAINER FERT FOR TREE	06-14-32-7303	137	99.51
ADVANCED TURF SOLUTIONS INC	SO1097864	07/14/2023	BANOL FUNGICIDE FOR GRE	06-14-32-7303	131	1,228.75
ERB TURF EQUIPMENT INC	01-94479	07/19/2023	2500 EG AND 7700 PARTS	06-14-32-6211	156	224.43
SITEONE LANDSCAPE SUPPLY HOLDING, LLC	132235419-001	07/19/2023	TURFPLEX FOR GREENS	06-14-32-7303	66300	375.00
MTI DISTRIBUTING INC	1375092-00	07/19/2023	IRRIGATION HEADS COUPON	06-14-32-6212	66292	-100.00
MTI DISTRIBUTING INC	1375092-00	07/19/2023	IRRIGATION HEADS	06-14-32-6212	66292	879.45
GREENSPRO INC	INV0053220	07/19/2023	SIGNATURE APP 1 FOR GREE	06-14-32-7303	66282	785.00
GREENSPRO INC	INV0053324	07/19/2023	SIGNATURE APP 2 FOR GREE	06-14-32-7303	66282	785.00
GREENSPRO INC	INV0053384	07/19/2023	MISC HORTICULTURAL SUPP	06-14-32-7303	66282	537.00
TURFWERKS-SCOTT'S POWER EQUIPMENT LLC	JC11178	07/19/2023	BROADCAST FERTILIZER SPRE	06-14-32-9503	66301	-43.60
TURFWERKS-SCOTT'S POWER EQUIPMENT LLC	ME00832	07/19/2023	BROADCAST FERTILIZER SPRE	06-14-32-9503	66301	4,700.00
Division 32 - GOLF MAINTENANCE Total:						12,459.90
Division: 33 - PRO-SHOP						
SPIRE	4981701000-07/01/23	07/11/2023	11400 OLDE CABIN RD 5/17/	06-14-33-6252	DFT0007308	397.65
AMERENUE	9601003815-06/16/23	07/11/2023	11400 OLDE CABIN GOLF SH	06-14-33-6250	DFT0007313	1,691.72
RSC INSURANCE BROKERAGE INC	20018	07/13/2023	FY24 PROPERTY POLICY REN	06-14-33-6226	66262	2,328.00
US BANK EQUIPMENT FINANCE	504781899	07/13/2023	COPIER LEASE & MAINTENA	06-14-33-6213	66267	47.74

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Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
HORNUNGS PRO GOLF PRODUCTS INC	531792	07/13/2023	GOLF PENCILS	06-14-33-7304	66253	64.99
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	06-14-33-5236	66240	-22.73
Division 33 - PRO-SHOP Total:						4,507.37
Division: 34 - FOOD SERVICES						
RSC INSURANCE BROKERAGE INC	20018	07/13/2023	FY24 PROPERTY POLICY REN	06-14-34-6226	66262	425.00
RL MUELLER NATIONAL DIST INC	113491A	07/14/2023	SNACKS FOR RESALE	06-14-34-8319	146	246.85
D AND D DISTRIBUTORS LLP	442642	07/19/2023	BEER FOR RESALE	06-14-34-8316	66276	477.60
D AND D DISTRIBUTORS LLP	447999	07/19/2023	BEER FOR RESALE	06-14-34-8316	66276	596.50
ARAMARK UNIFORM SERVICES	6170166336	07/19/2023	DRC SODA TOWELS	06-14-34-7301	151	14.00
Division 34 - FOOD SERVICES Total:						1,759.95
Department 14 - COMMUNITY SERVICES Total:						59,059.88
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:						59,824.88
Fund: 11 - SEWER LATERAL FUND						
Department: 61 - CIP						
Division: 93 - SEWER LATERAL						
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LIFE JUL 23	11-61-93-5234	66240	4.26
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	AD & D JUL 23	11-61-93-5235	66240	0.37
AMERICAN UNITED LIFE INSURANCE COMPANY	G 00619325-000-000-7/11/2	07/13/2023	LTD JUL 23	11-61-93-5236	66240	3.11
LAURIE & JOHN DECARLO	SLR 7/3/23	07/19/2023	SANITARY SEWER LATERAL R	11-61-93-9315	66285	1,950.00
Division 93 - SEWER LATERAL Total:						1,957.74
Department 61 - CIP Total:						1,957.74
Fund 11 - SEWER LATERAL FUND Total:						1,957.74
Fund: 19 - PUBLIC SAFETY FUND						
Department: 21 - POLICE						
Division: 23 - COUNTY PUBLIC SAFETY-PROP P						
ST LOUIS COUNTY TREASURE	002929-09-23	07/13/2023	ELEVATOR & KITCHEN EXHAU	19-21-23-6211	66266	59.00
RSC INSURANCE BROKERAGE INC	20018	07/13/2023	FY24 PROPERTY POLICY REN	19-21-23-6226	66262	41,604.00
AUTHORIZED ELEVATOR	30824	07/13/2023	PD ELEVATOR MAINT JULY 23	19-21-23-6211	66245	75.00
SAMS CLUB/SYNCHRONY BANK	PDJUNE23	07/13/2023	PREVIOUS REMAINING BALA	19-21-23-7304	66264	26.01
NEW SYSTEM LLC	100125	07/14/2023	PD CUSTODIAL SUPPLIES	19-21-23-6212	143	145.02
CHARTER COMMUNICATION	0371802062523R	07/19/2023	SPECTRUM BUSINESS VOICE	19-21-23-6253	66275	343.13

Council Report of invoices Paid Listing

Payment Dates: 7/6/2023 - 7/19/2023

Vendor Name	Payable Number	Payment Date	Description (Item)	Account Number	Payment Number	Amount
CHARTER COMMUNICATION	0371802062523R	07/19/2023	SPECTRUM BUSINESS TV AN	19-21-23-6255	66275	323.93
Division 23 - COUNTY PUBLIC SAFETY-PROP P Total:						42,576.09
Department 21 - POLICE Total:						42,576.09
Fund 19 - PUBLIC SAFETY FUND Total:						42,576.09
Fund: 99 - POOLED CASH						
ARVEST BANK	1797-07/10/23	07/12/2023	EPAYMENT 7/12/23	99-2809	DFT0007315	9,128.53
ARVEST BANK	1797-07/17/23	07/19/2023	EPAYMENT 7/19/23	99-2809	DFT0007316	40,183.41
						49,311.94
						49,311.94
Fund 99 - POOLED CASH Total:						49,311.94
Grand Total:						574,586.48

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	367,114.60
02 - CAPITAL IMPROVEMENT FUND	17,814.83
05 - PARKS & STORMWATER FUND	35,986.40
06 - MUNICIPAL ENTERPRISE FUND	59,824.88
11 - SEWER LATERAL FUND	1,957.74
19 - PUBLIC SAFETY FUND	42,576.09
99 - POOLED CASH	49,311.94
Grand Total:	574,586.48

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-5234	GROUP LIFE INSURANCE	43.20
01-11-12-6262	DUES MEMBERSHIPS &	5,355.00
01-11-13-5234	GROUP LIFE INSURANCE	24.12
01-11-13-5235	ACCIDENTAL DEATH INS	2.11
01-11-13-5236	DISABILITY INSURANCE	17.59
01-11-13-6262	DUES MEMBERSHIPS &	30.00
01-11-13-6264	IN TOWN MEETINGS	20.00
01-12-10-6201	LEGAL AND ACCOUNTIN	10,886.32
01-12-11-5234	GROUP LIFE INSURANCE	114.99
01-12-11-5235	ACCIDENTAL DEATH INS	10.06
01-12-11-5236	DISABILITY INSURANCE	82.68
01-12-11-6203	PROFESSIONAL SERVICE	2,397.85
01-12-11-6262	DUES MEMBERSHIPS &	5.00
01-12-14-5234	GROUP LIFE INSURANCE	47.62
01-12-14-5235	ACCIDENTAL DEATH INS	4.17
01-12-14-5236	DISABILITY INSURANCE	34.72
01-12-14-6213	OFFICE EQUIPMENT MAI	262.37
01-13-11-5234	GROUP LIFE INSURANCE	96.44
01-13-11-5235	ACCIDENTAL DEATH INS	8.44
01-13-11-5236	DISABILITY INSURANCE	69.16
01-13-11-6202	TECHNICAL AND PERSO	0.50
01-13-15-6203	PROFESSIONAL SERVICE	12,565.03
01-13-15-6213	OFFICE EQUIPMENT MAI	67.10
01-13-15-6220	LIABILITY INSURANCE	12,125.00
01-13-15-6222	PUBLIC OFFICIALS LIABIL	42,268.00
01-13-15-6226	PROPERTY INSURANCE (	72,008.00
01-13-15-6253	TELEPHONE	1,650.62
01-13-15-7312	OFFICE SUPPLIES	1,163.29
01-13-51-5234	GROUP LIFE INSURANCE	26.47

Account Summary

Account Number	Account Name	Payment Amount
01-13-51-5235	ACCIDENTAL DEATH INS	2.32
01-13-51-5236	DISABILITY INSURANCE	19.30
01-13-51-6202	TECHNICAL AND PERSO	1,800.00
01-13-51-6213	OFFICE EQUIPMENT MAI	138.34
01-13-51-7331	COMPUTER HARDWARE	2,652.03
01-14-11-5234	GROUP LIFE INSURANCE	23.62
01-14-11-5235	ACCIDENTAL DEATH INS	2.07
01-14-11-5236	DISABILITY INSURANCE	13.71
01-14-11-6203	PROFESSIONAL SERVICE	434.00
01-14-11-6213	OFFICE EQUIPMENT MAI	47.74
01-16-11-5234	GROUP LIFE INSURANCE	18.13
01-16-11-5235	ACCIDENTAL DEATH INS	1.59
01-16-11-6211	EQUIPMENT MAINTENA	130.00
01-16-11-6212	BUILDING AND GROUND	645.22
01-16-11-6250	ELECTRICITY	6,015.44
01-16-11-7308	WEARING APPAREL AND	15.32
01-2102	FICA WITHHOLDING	36,659.56
01-2103	MEDICARE WITHHOLDIN	8,573.66
01-2104	FEDERAL TAX WITHHOL	25,715.83
01-2105	MISSOURI TAX WITHHOL	10,285.00
01-21-11-5234	GROUP LIFE INSURANCE	227.10
01-21-11-5235	ACCIDENTAL DEATH INS	19.87
01-21-11-5236	DISABILITY INSURANCE	152.77
01-21-11-6203	PROFESSIONAL SERVICE	900.00
01-21-11-6213	OFFICE EQUIPMENT MAI	210.19
01-21-11-6253	TELEPHONE	320.08
01-21-11-6262	DUES MEMBERSHIPS &	450.00
01-21-11-7307	GASOLINE, PROPANE &	274.93
01-21-11-7308	WEARING APPAREL AND	15.32
01-2113	PAYROLL CHILD SUPPOR	184.62
01-21-21-5234	GROUP LIFE INSURANCE	196.56
01-21-21-5235	ACCIDENTAL DEATH INS	17.19
01-21-21-5236	DISABILITY INSURANCE	143.35
01-21-21-6202	TECHNICAL AND PERSO	2,192.24
01-21-21-6261	EDUCATION & TRAINING	1,395.00
01-21-21-7307	GASOLINE, PROPANE &	523.04
01-21-22-5234	GROUP LIFE INSURANCE	950.65
01-21-22-5235	ACCIDENTAL DEATH INS	83.18
01-21-22-5236	DISABILITY INSURANCE	573.07
01-21-22-6210	VEHICLE MAINTENANCE	931.53
01-21-22-6213	OFFICE EQUIPMENT MAI	33.00
01-21-22-7307	GASOLINE, PROPANE &	11,149.23

Account Summary

Account Number	Account Name	Payment Amount
01-21-22-9503	EQUIPMENT	4,895.72
01-2215	INTENSIVE CARE/CANCE	437.70
01-2216	SUPPLEMENTAL LIFE	1,362.44
01-2218	VISION CARE	887.27
01-2222	SHORT TERM DISABILITY	529.87
01-2224	VISION CARE-COBRA	8.05
01-2312	401 - ICMA	2,693.04
01-2317	MO LAGERS	371.92
01-2318	ICMA ROTH 457	3,660.36
01-2319	ICMA ROTH IRA	591.75
01-2320	EMPLOYEE DEFINED BEN	2,864.08
01-2321	457 - VOYA	1,976.14
01-2322	457 - ICMA	10,217.55
01-2323	MOST PROGRAM	865.00
01-2324	ICMA LOAN REPAYMENT	565.31
01-2412	PEACE OFFICER AND STA	5.00
01-2413	CVC - CRIME VICTIMS C	22.50
01-2517	HELMET SAFETY PROGR	437.00
01-2844	MISC. CLEARING ACCOU	128.18
01-31-11-5234	GROUP LIFE INSURANCE	97.99
01-31-11-5235	ACCIDENTAL DEATH INS	8.56
01-31-11-5236	DISABILITY INSURANCE	69.89
01-31-11-6213	OFFICE EQUIPMENT MAI	294.08
01-31-41-5234	GROUP LIFE INSURANCE	166.05
01-31-41-5235	ACCIDENTAL DEATH INS	14.54
01-31-41-5236	DISABILITY INSURANCE	116.91
01-31-41-6210	VEHICLE MAINTENANCE	1,375.75
01-31-41-6212	BUILDING AND GROUND	17,540.48
01-31-41-6250	ELECTRICITY	1,271.25
01-31-41-6251	STREET LIGHTING	10,445.68
01-31-41-6266	EQUIPMENT RENTAL	269.41
01-31-41-7302	SMALL TOOLS	53.98
01-31-41-7305	STREET & SIDEWALK MA	1,350.00
01-31-41-7307	GASOLINE, PROPANE &	1,081.20
01-31-41-7308	WEARING APPAREL AND	150.43
01-31-41-7311	STREET SIGNS	242.75
01-31-43-5234	GROUP LIFE INSURANCE	83.12
01-31-43-5235	ACCIDENTAL DEATH INS	7.27
01-31-43-5236	DISABILITY INSURANCE	37.43
01-31-43-6210	VEHICLE MAINTENANCE	458.58
01-31-43-6212	BUILDING AND GROUND	16,601.74
01-31-43-6250	ELECTRICITY	1,310.17

Account Summary

Account Number	Account Name	Payment Amount
01-31-43-6266	EQUIPMENT RENTAL	269.41
01-31-43-7307	GASOLINE, PROPANE &	442.57
01-31-43-7308	WEARING APPAREL AND	50.14
01-32-11-5234	GROUP LIFE INSURANCE	71.00
01-32-11-5235	ACCIDENTAL DEATH INS	6.21
01-32-11-5236	DISABILITY INSURANCE	51.00
01-32-11-6202	TECHNICAL AND PERSO	4,155.00
01-32-11-6260	ADVERTISING	152.32
01-32-61-5234	GROUP LIFE INSURANCE	166.97
01-32-61-5235	ACCIDENTAL DEATH INS	14.60
01-32-61-5236	DISABILITY INSURANCE	121.76
01-32-61-6215	WEED CUTTING AND TR	157.50
01-32-61-6253	TELEPHONE	240.06
01-32-61-7304	GENERAL SUPPLIES	129.38
01-4604	POLICE MISC REVENUE	-1.11
02-61-71-5234	GROUP LIFE INSURANCE	38.99
02-61-71-5235	ACCIDENTAL DEATH INS	3.41
02-61-71-5236	DISABILITY INSURANCE	19.42
02-61-71-9506	PARK AND RECREATION	6,429.13
02-61-71-9510	STREETS	10,076.95
02-61-71-9516	CAPITAL EQUIPMENT	1,246.93
05-61-71-5234	GROUP LIFE INSURANCE	35.68
05-61-71-5235	ACCIDENTAL DEATH INS	3.12
05-61-71-5236	DISABILITY INSURANCE	19.78
05-61-71-9506	PARK DEVELOPMENT PR	18,685.32
05-61-71-9509	STORMWATER PROJECTS	17,242.50
06-14-31-5234	GROUP LIFE INSURANCE	60.11
06-14-31-5235	ACCIDENTAL DEATH INS	5.27
06-14-31-5236	DISABILITY INSURANCE	39.02
06-14-31-6203	PROFESSIONAL SERVICE	1,625.00
06-14-31-6211	EQUIPMENT MAINTENA	831.88
06-14-31-6212	BUILDING AND GROUND	1,238.50
06-14-31-6213	OFFICE EQUIPMENT MAI	47.73
06-14-31-6226	PROPERTY INSURANCE (	26,753.00
06-14-31-6250	ELECTRICITY	7,768.34
06-14-31-6252	NATURAL GAS	927.86
06-14-31-6268	ICE REPAIRS	513.00
06-14-31-7301	CHEMICALS & CLEANING	375.08
06-14-31-7307	GASOLINE, PROPANE &	147.87
06-14-32-5234	GROUP LIFE INSURANCE	20.03
06-14-32-5235	ACCIDENTAL DEATH INS	1.75
06-14-32-5236	DISABILITY INSURANCE	37.33

Account Summary

Account Number	Account Name	Payment Amount
06-14-32-6210	VEHICLE MAINTENANCE	22.98
06-14-32-6211	EQUIPMENT MAINTENA	356.47
06-14-32-6212	BUILDING AND GROUND	779.45
06-14-32-6226	PROPERTY INSURANCE (	535.00
06-14-32-6250	ELECTRICITY	230.53
06-14-32-7303	HORTICULTURAL SUPPLI	5,819.96
06-14-32-9503	EQUIPMENT	4,656.40
06-14-33-5236	DISABILITY INSURANCE	-22.73
06-14-33-6213	OFFICE EQUIPMENT MAI	47.74
06-14-33-6226	PROPERTY INSURANCE (	2,328.00
06-14-33-6250	ELECTRICITY	1,691.72
06-14-33-6252	NATURAL GAS	397.65
06-14-33-7304	GENERAL SUPPLIES	64.99
06-14-34-6226	PROPERTY INSURANCE (	425.00
06-14-34-7301	CHEMICALS & CLEANING	14.00
06-14-34-8316	BEER	1,074.10
06-14-34-8319	SNACKS	246.85
06-4541	DIELMANN EAST MEETI	765.00
11-61-93-5234	GROUP LIFE INSURANCE	4.26
11-61-93-5235	ACCIDENTAL DEATH INS	0.37
11-61-93-5236	DISABILITY INSURANCE	3.11
11-61-93-9315	SEWER LATERAL REIMB	1,950.00
19-21-23-6211	EQUIPMENT MAINTENA	134.00
19-21-23-6212	BUILDING AND GROUND	145.02
19-21-23-6226	PROPERTY INSURANCE (	41,604.00
19-21-23-6253	TELEPHONE	343.13
19-21-23-6255	CABLE TV AND INTERNE	323.93
19-21-23-7304	GENERAL SUPPLIES	26.01
99-2809	EPAYABLES LIABILITY	49,311.94
Grand Total:		574,586.48

Project Account Summary

Project Account Key	Payment Amount
None	522,192.83
1970122E	3,500.00
200E	6,388.88
202E	40.25
204E	6,479.50
216E	8,550.00
21701E	1,412.50
217E	3,655.82

Project Account Summary

Project Account Key	Payment Amount
400E	14,862.50
403E	2,380.00
60022E	5,124.20
Grand Total:	<u>574,586.48</u>



Account Number: XXXX XXXX XXXX 1797
CITY OF CREVE COEUR EPAY
Statement Closing Date: 07/10/23

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Cardholder Account Activity

CITY OF CREVE COEUR EPAY XXXX XXXX XXXX 2282			Credit Limit \$250,000	Credits \$0.00	Purchases \$9,128.53	Cash Advances \$0.00	Total Activity \$9,128.53
Trans Date	Post Date	Reference Number	Description		Amount		
07/03	07/04	24453883185004050523513	HANDY AUTOMOTIVE 314-2914666 MO		\$1,082.75		
07/06	07/07	24445003187300574507907	WWP*BLUE CHIP PEST 636-343-7900 MO		\$110.00		
07/06	07/07	24435653188081081968195	CREST INDUSTRIES INC 636-349-4800 MO		\$352.79		
07/06	07/07	24412953187700451348231	REJIS COMMISSION 314-535-1950 MO		\$7,040.61		
07/07	07/10	24138293189400000716952	BRANNEKY TRUE VALUE HDWE BRIDGETON MO		\$242.38		
07/06	07/10	24690293188030031142422	PAT KELLY EQUIPMENT COMPA HAZELWOOD MO		\$300.00		



Account Number: XXXX XXXX XXXX 1797
CITY OF CREVE COEUR EPAY
Statement Closing Date: 07/17/23

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Cardholder Account Activity

CITY OF CREVE COEUR EPAY XXXX XXXX XXXX 2282			Credit Limit \$250,000	Credits \$0.00	Purchases \$40,183.41	Cash Advances \$0.00	Total Activity \$40,183.41
Trans Date	Post Date	Reference Number	Description		Amount		
07/11	07/12	24943003193200892000032	BATTERIES PLUS #600 HARTLAND WI		\$54.72		
07/11	07/12	24035993192900015124294	MPR SUPPLY COMPANY GATEWA 800-3697257 MO		\$95.36		
07/13	07/14	24789303194101402376609	LEON UNIFORM COMPANY INC 314-8284302 MO		\$5,591.37		
07/14	07/17	24755423195271958437447	MISSOURI ONE CALL SYSTEM 573-6351818 MO		\$6.75		
07/14	07/17	24138293196400000747750	BRANNEKY TRUE VALUE HDWE BRIDGETON MO		\$48.61		
07/14	07/17	24412953195612153362735	ANIMAL CARE SERVICE 636-931-4440 MO		\$100.00		
07/13	07/17	24690293195030031726035	PAT KELLY EQUIPMENT COMPA HAZELWOOD MO		\$118.27		
07/13	07/17	24453883196004095684202	HANDY AUTOMOTIVE 314-2914666 MO		\$148.33		
07/14	07/17	24412953195700421169592	REJIS COMMISSION 314-535-1950 MO		\$34,020.00		

Arvest Epayables

7/10/23	9128.53
7/17/23	40183.41
	49311.94

AN ORDINANCE OF THE CITY OF CREVE COEUR, MISSOURI, REGARDING CHANGES TO RETIREMENT PLANS FOR CITY EMPLOYEES.

WHEREAS, the City currently maintains a frozen defined benefit retirement plan for employees hired before June 1, 2006 (the Legacy Plan); and

WHEREAS, the City provides retirement benefits for its eligible employees hired on or after June 1, 2006 under the Missouri Local Government Employees Retirement System (LAGERS), pursuant to the provisions of Sections 70.600 through 70.755, RSMo; and

WHEREAS, the City also sponsors and makes contributions under a defined contribution plan for the benefit of employees, which plan is identified as MissionSquare Retirement, City of Creve Coeur – 401a Plan (the DC Plan); and

WHEREAS, the City Council has been evaluating potential changes related to the aforesaid retirement plans, including:

- cost of living adjustments (COLAs) to benefits paid pursuant to the Legacy Plan
- closing the Legacy Plan as to active employees, and causing such employees to cease to be participants in the Legacy Plan and instead be eligible for retirement benefits with LAGERS
- changing the benefit structure for future retirees pursuant to LAGERS
- transferring the administration and assets of the Legacy Plan from the current Board of Trustees to the board of LAGERS
- ceasing to make contributions to the DC Plan

WHEREAS, the City has complied with the notice and filing requirements of Section 105.675 RSMo regarding the aforesaid changes to the Legacy Plan; and

WHEREAS, the Pension Board of the Legacy Plan has approved the transfer of the administration and assets of that Plan to the board of LAGERS; and

WHEREAS, LAGERS has indicated it is willing to accommodate the aforesaid changes; and

WHEREAS, the current employees who were hired before June 1, 2006 voted in favor of closing the Legacy Plan to them and gaining eligibility under LAGERS; and

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

WHEREAS, the City Council has determined that the changes approved in this Ordinance are in the best interests of its retirees and employees/future retirees, and the City as an employer, and thus in the best interests of the public;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, as follows:

Section 1. The Amended and Restated Defined Benefit Retirement Plan for Employees of the City of Creve Coeur attached hereto as **Exhibit 1** is hereby approved, thereby providing for COLAs under that Legacy Plan (in Section 4.04) and facilitating the transfer of administration and assets of the Plan to the board of LAGERS. The City Administrator is authorized to execute the Amended and Restated Plan and the City Clerk is authorized to attest thereto. The agreement as executed shall be in the form attached hereto as **Exhibit 1** subject to final changes 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 Amended and Restated Plan.

Section 2. The Legacy Plan shall be closed effective August 31, 2023 as to all active employees who are Participants in the Legacy Plan, and any subsequently rehired employee who would otherwise thereby have become a Participant in the Legacy Plan, causing all such persons to cease to be such Participants and instead become members or potential members in LAGERS through the City's participation therein under Sections 70.600 et seq RSMo. The City elects that 100% of prior employment with the City be considered for prior service credit in computing benefits and contributions under LAGERS.

Section 3. Effective September 1, 2023, the benefit structure under LAGERS for future retirees shall be changed to Benefit program L-6 in accordance with Section 70.655.1 RSMo, with a 4% employee contribution, whereby a member with credited service covered by benefit program L-6 shall receive an allowance for life equal to two percent of the member's final average salary multiplied by the number of years of such credited service. The City hereby accepts the legal obligation to fund the elected Benefit program now and in the future, and that it has the financial ability to do so. The Director of the Finance Department and her designees are authorized to deduct from the wages or salaries of each employee member the employee contributions required as a result of this election and Section 70.705 RSMo and to promptly remit such contributions to LAGERS, along with the employer contributions required by Sections 70.705, 70.730 and 70.735 RSMo.

Section 4. The Joinder Agreement between the City, LAGERS, and the Board of Trustees of the Defined Benefit Retirement Plan for Employees of the City of Creve Coeur, Missouri, regarding transfer of administration and assets of the Legacy Plan attached hereto as **Exhibit 2** is hereby approved. The City Administrator is authorized to execute the Joinder Agreement and the City Clerk is authorized to attest thereto. The agreement as executed shall be in the form attached hereto as **Exhibit 2** subject to final

changes 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 Joinder Agreement.

Section 5. The City agrees to hold LAGERS harmless from any liability with respect to these transactions, apart from those obligations imposed on LAGERS by Sections 70.600 - 70. 755 RSMo, provided the transactions are completed according to the terms contained herein.

Section 6. That the City Administrator and his designees are hereby authorized and directed to take all actions, sign all documents, and to do any and all things and take any and all actions required to effectuate this Ordinance.

Section 7. The City Clerk shall provide a certified copy of this Ordinance to the LAGERS board of trustees within 10 days after enactment hereof.

Section 8. Effective August 31, 2023, the DC Plan shall be frozen, and no further contributions or participants shall be added.

Section 9. This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS _____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE

CITY CLERK

BILL NO. 6071

ORDINANCE NO. _____

CERTIFICATION

I hereby certify that the above Ordinance No. _____ is a true and correct copy of an Ordinance that was duly enacted by the City Council of the City of Creve Coeur, Missouri.

Date

Kellie Henke, City Clerk



MEMORANDUM

DATE: June 20, 2023

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Pension Changes

In 2017, all Creve Coeur employees hired after June of 2006 were enrolled in the Missouri Local Government Employees Retirement System (LAGERS). Employees hired prior to June 2006 stayed in the City's Legacy Pension Plan.

At the time of joining LAGERS, there was also a strong interest in having LAGERS assuming responsibility for administration of the Legacy Plan, as the State Legislature had recently adopted legislation allowing LAGERS to handle administration of closed public defined benefit plans. However, transferring administration of the Creve Coeur Legacy Plan to LAGERS was not practical at that time.

There is now an opportunity to transfer administration of the Plan to LAGERS, thereby reducing the city's administrative costs and financial risk. The 23 active employees in the Legacy plan would be transferred to a LAGERS benefit with their previous service credit.

After considerable discussion with the City Council, Pension Board and Finance Committee over the past several months, the City Council requested staff to prepare the necessary legislation to close the Legacy Retirement Plan and transfer administration to LAGERS. Therefore, the attached Memo, Resolution and Joinder Agreement were submitted and approved by the Pension Board on May 31, 2023. The Joinder Agreement now needs to be approved by City Council.

Prior to the transfer of the administration of the Legacy Plan to LAGERS, the City Council indicated its desire to provide a cost-of-living adjustment to retirees, who have not received a COLA since 2002. The City Council asked staff to draft legislation providing for a COLA of 0.75% for each year of retirement since 2002, and 0.5% annually going forward. Attached is a red-lined copy of the Plan document changes to address the COLA now and in the future.

During the budget work sessions, City Council also directed staff to move forward with changing the current LAGERS benefit program from LT-8 (65) to L-6, thereby providing a more competitive retirement benefit to facilitate employee retention and recruitment. The attached ordinance addresses this benefit change as well as the intent to close the Legacy Pension Plan, stop the MissionSquare 401a city contribution to the Legacy Employees, move the current employees to LAGERS, add two types of COLAs to the Legacy Plan and to move the administration of the Legacy Plan to LAGERS.

Staff has had 2 informational meetings with Legacy Pension Plan employees explaining to them the changes. All 23 employees were asked to vote on whether they supported the changes and 100% have responded positively to the changes.

Staff is recommending the City Council approve and execute these agreements.

**Defined Benefit Retirement Plan for Employees
of the City of Creve Coeur**

Amended and Restated Effective _____, 2023

(Includes Changes Through Restatement Ord 5347, Ord 5642, 5656, 5734, _____)

Ordinance Nos.

**2131, 2147, 2157, 2295, 3067, 4008, 4038, 4072, 5067, 5072, 5112, 5203, 5267, 5347,
5642, 5656, 5734, _____.**

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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 amendments pursuant to Ordinance Nos. 2147, 2157, 2295, 3067, 4008, 4038, 4072, 5067, 5072, 5112, 5203, and 5267, 5347, 5642, 5656, 5734, and .

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.

Effective as of the date of the 2023 amendment and restatement hereof, this Plan as hereby restated shall only apply to Persons receiving Benefits under this Plan and to Persons who are vested hereunder but whose employment with the City has terminated. Otherwise, this Plan shall be closed and all other Participants as of that date shall no longer be eligible to be a Participant in the Plan.

|

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).

As of the LAGERS Administration Effective Date, Actuarial Equivalence shall be determined by the board of LAGERS.

- 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, nonvoting) and the City Finance Director (ex-officio, nonvoting).

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.

As of the LAGERS Administration Effective Date, the Board of Trustees shall mean the board of LAGERS and the prior committee shall in due course be dissolved.

- 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

¹ Version effective as of July 1, 2002

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 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.
- 1.12.1 LAGERS means the Missouri Local Government Employees Retirement System.
- 1.12.2 LAGERS Administration Effective Date means the date the City delegates and cedes to LAGERS all duties and responsibilities of operating the Plan in accordance with Section 70.621 RSMo.
- 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 as stated in Section 1.04.
- 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.

Effective as of the date of the 2023 amendment and restatement hereof, this Plan as hereby amended shall only apply to Persons receiving Benefits under this Plan and to Persons who are vested hereunder but whose employment with the City has terminated. Otherwise, this Plan shall be closed and all other Participants as of that date shall no longer be eligible to be 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.

Effective as of the date of the 2023 amendment and restatement hereof, a Participant who had Termination Date prior to becoming vested shall not be eligible to again become an Active Participant in the Plan.

- 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.
- 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.
- (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.

- 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.

For all Benefits payable pursuant to Article III or IV of the Legacy Plan on or after September 1, 2023, the amount of the monthly Retirement Benefit paid for August 2023 for each Participant or Beneficiary of a Participant who first retired or received payment of such Benefit prior to January 1, 2023 shall be increased for purposes of subsequent payments by seventy-five one hundredth percent (0.75%) multiplied by the number of full years since the later of January 1, 2002 or 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.

For all Benefits payable pursuant to Article III or IV of the Legacy Plan on or after October 1, 2024, the monthly Retirement Benefit for each Participant or Beneficiary of a Participant who has received at least twelve monthly Benefit payments shall be increased effective October 1, 2024 and subsequently each year effective October 1 by fifty one hundredth percent (0.50%). 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 as determined by LAGERS 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.

Section 4.03 shall not apply to any such Person reemployed after the LAGERS Administration Effective Date.

- 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.

For all Benefits payable pursuant to Article III or IV of the Legacy Plan on or after September 1, 2023, the amount of the monthly Retirement Benefit paid for August 2023 for each Participant or Beneficiary of a Participant who first retired or received payment of such Benefit prior to January 1, 2023 shall be increased for purposes of subsequent payments by seventy-five one hundredth percent (0.75%) multiplied by the number of full years since the later of January 1, 2002 or 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.

For all Benefits payable pursuant to Article III or IV of the Legacy Plan on or after October 1, 2024, the monthly Retirement Benefit for each Participant or Beneficiary of a Participant who has received at least twelve monthly Benefit payments shall be increased effective October 1, 2024 and subsequently each year effective October 1 by fifty one hundredth percent (0.50%). 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.

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.

As of the LAGERS Administration Effective Date, Participants must follow LAGERS procedures regarding initiation of benefit and election of form of benefit.

- 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.
 - (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.

- (d) Joint and Survivor Annuity with Spousal Pop-up - Under this form of benefit, which is only available to Participants commencing monthly benefits on or after March 8, 2021 and 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. If the Spouse predeceases the Participant, then commencing with the month following the month in which the Spouse's death occurred, the amount of the monthly benefit payable to the Participant will change to the monthly amount that would have been payable to the Participant if he or she had initially elected the Life Annuity form of payment.

As of the LAGERS Administration Effective Date, Section 5.02 shall not apply to Persons not then receiving payments of benefits, and forms of benefits shall be made available in accordance with Section 70.660 RSMo.

- 5.03 Cash-out of Accrued Benefit. (A) 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.

- (B) [See 8/26/2019 Ordinance 5656 regarding one time option for single sum payments.]

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. Further, the Plan will adhere to requirements regarding minimum distributions under applicable law.
- (c) As of the LAGERS Administration Effective Date, Participants must follow LAGERS procedures regarding initiation of benefit and election of form of benefit. LAGERS will make monthly benefit payments on the first day of each month for such month.

5.05 Methods of Distribution.²

All distributions will be made in accordance with applicable law. 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

² Version effective as of July 1, 2002, as amended in 2023.

~~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 ½) 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 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.

As of the LAGERS Administration Effective Date, subsections (b) and (c) shall be replaced by LAGERS standard death benefit provisions.

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.

ARTICLE VII

Limitations on Benefits

- 7.01 Limitation on Annual Benefit.³

³ Version effective as of July 1, 2007

- (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 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).

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. As of the LAGERS Administration Effective Date, the Board of Trustees shall mean the board of LAGERS and the prior committee shall in due course be dissolved.
- 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. As of the LAGERS Administration Effective Date, such reports shall no longer be made.

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.
- (e) As of the LAGERS Administration Effective Date, subsections (a) – (d) shall be replaced by procedures determined by LAGERS.

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. As of the LAGERS Administration Effective Date, the City shall not have authority to reduce, suspend or discontinue 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. As of the LAGERS Administration Effective Date, the City shall not have the right to amend the Plan other than to adopt amendments required by law.
- 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:

- (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, and effective July 1, 2019 excluding Active Participants with at least 30 years of Credited Service, starting the beginning of the first full month on or after they attain 30 years of Credited Service) 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%). Effective July 1, 2019 required Employee Contributions shall increase to a required amount of four percent (4%) of base wages including any longevity pay.

(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. As of the LAGERS Administration Effective Date, the City shall contribute funds necessary for the funding of the Plan as determined by LAGERS, subject to final resolution of any appeal of such determination.

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 [issued by a court of competent jurisdiction prior to July 1, 2023](#) 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.

Article XII

Deferred Retirement Option Program

AS OF JULY 1, 2023 THIS SECTION IS NO LONGER APPLICABLE.

~~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 _____, 2023_____.

CITY OF CREVE COEUR

By _____

Mark Perkins, City Administrator

ATTEST:

Kellie Henke~~Deborah Ryan,~~
MRCC
City Clerk

EXHIBIT A
JOINDER AGREEMENT

Joinder Agreement

WHEREAS, the City of Creve Coeur, Missouri (“City”), is an employer in the Missouri Local Government Employees Retirement System (“LAGERS”) and is the sponsor of the Defined Benefit Retirement Plan for Employees of the City of Creve Coeur, Missouri (the “Plan”), which is a plan that is similar in purpose to LAGERS within the meaning of Section 70.621.1 RSMo; and

WHEREAS, the Board of Trustees of the Plan (“Pension Board”) is the current governing body of the Plan; and

WHEREAS, the Plan is frozen, and the City by Resolution _____ and Pension Board by Resolution _____ have approved entry into an agreement whereby LAGERS assumes all duties and responsibilities of operating the Plan, effective no later than _____; and

WHEREAS, the current Pension Board for the Plan will dissolve, and LAGERS will assume all operational duties and responsibilities for the Plan, and the board of LAGERS shall become the governing board of the Plan in accordance with Section 70.621 RSMo; and

WHEREAS, the City agrees that assets of the Plan shall be transferred to LAGERS’ benefit reserve fund created pursuant to Section 70.715 RSMo upon the termination of the Plan in a manner consistent with state and federal law and regulations; and

WHEREAS, the City shall continue to have sole responsibility for full funding of the Plan including related expenses; and

WHEREAS, it is understood that in entering into this Agreement the City is also acting as agent for the Pension Board;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The City of Creve Coeur, by and through the City Council, irrevocably delegates and cedes to LAGERS all duties and responsibilities of operating the Plan in accordance with Section 70.621 RSMo.
2. The board of LAGERS shall become the governing board of the Plan in accordance with Section 70.621 RSMo.
3. Assets of the Plan shall be transferred to LAGERS’ benefit reserve fund created pursuant to Section 70.715 RSMo upon the termination of the Plan in a manner consistent with state and federal law and regulations.

4. The City will timely make available to LAGERS staff all personnel and financial data necessary for the administration of the Plan including the original files for each active participant. Such original files will be sent to LAGERS.
5. In any case of a question as to the membership status, eligibility for benefits or the amount thereof, or any other question related to benefits under the existing Creve Coeur Defined Benefit Retirement Plan, the City agrees that LAGERS is to decide the question.
6. The City Administrator and the duly authorized designees of the City Administrator are hereby authorized, empowered, and directed to act on behalf of the City to take any and all actions required to continue the frozen statute of the Creve Coeur Employees' Retirement Plan and discontinue contributions to it as required herein.
7. The City, to the extent permitted by law, agrees to hold LAGERS harmless from any liability with respect to this transaction, apart from those obligations imposed on LAGERS by Sections 70.600 – 70.755 RSMo., provided the transaction is completed according to the terms contained herein.
8. The City, to the extent permitted by law, agrees to indemnify and to hold LAGERS harmless from any and all claims, liabilities, losses, damages, court costs, and reasonable expenses (including reasonable attorneys' fees) that LAGERS may incur or suffer as a result of any discrepancy between the amount or other feature of the benefit of a participant or beneficiary as determined by the City and communicated by the City to LAGERS, and the amount or other feature of the benefit of a participant or beneficiary in accordance with the Plan document as determined by LAGERS or as determined by a final decision of a court with jurisdiction over the matter.
9. LAGERS, to the extent permitted by law, agrees to hold the City harmless from any liability with respect to this transaction, apart from those obligations imposed on the City under its Charter, Code, and Ordinances, provided the transaction is completed according to the terms contained herein.
10. The City Administrator and the duly authorized designees of the City Administrator are hereby authorized and directed to take any and all actions required to place the foregoing resolutions into effect, and the City confirms it understands such actions must include amending applicable sections of the City Code, and revising relevant Ordinances, such actions are to be taken promptly in accordance with local, state, and federal laws and procedures.
11. This Agreement will be effective as of the date agreed upon by the City and LAGERS following the receipt by LAGERS of the Plan participant and beneficiary data requested

by LAGERS and the determination by LAGERS that such data are reasonably acceptable.

12. IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last executed by a party below and acknowledge receipt of one copy of the contract.

CITY OF CREVE COEUR, MISSOURI

MISSOURI LOCAL GOVERNMENT
EMPLOYEES RETIREMENT SYSTEM

City Administrator Mark Perkins
Date: _____

Title: _____
Date: _____

ATTEST:

ATTEST:

City Clerk

Title: _____

APPROVED AS TO FORM:

City Attorney

BOARD OF TRUSTEES OF THE DEFINED
BENEFIT RETIREMENT PLAN FOR
EMPLOYEES OF THE CITY OF CREVE
COEUR, MISSOURI.

Title: _____
Date: _____

ATTEST:

Title: _____

APPROVED AS TO FORM:

City Attorney



MEMORANDUM

DATE: May 26, 2023

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Joinder Agreement

In 2017, all Creve Coeur employees hired after June of 2006 were enrolled in the Missouri Local Government Employees Retirement System (LAGERS). Employees hired prior to June 2006 stayed in the City's Legacy Pension Plan.

At the time of joining LAGERS, there was also a strong interest in having LAGERS assuming responsibility for administration of the Legacy Plan, as the State Legislature had recently adopted legislation allowing LAGERS to handle administration of closed public defined benefit plans. However, transferring administration of the Creve Coeur Legacy Plan to LAGERS was not practical at that time.

There is now an opportunity to transfer administration of the Plan to LAGERS, thereby reducing the city's administrative costs and financial risk. The 23 active employees in the Legacy plan would be transferred to a LAGERS benefit with their previous service credit.

After considerable discussion with the City Council, Pension Board and Finance Committee, the City Council has requested staff to prepare the necessary legislation to close the Legacy Retirement Plan and transfer administration to LAGERS. Therefore, the attached Resolution and Joinder Agreement have been drafted.

Prior to the transfer of the administration of the Legacy plan to LAGERS, the City Council has indicated its intention of providing a cost-of-living adjustment to retirees in the amount of 0.75% for each year of retirement since 2002, and 0.5% annually going forward.

Staff is recommending the Pension Board approve and execute these agreements.

RESOLUTION 2023-1

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE DEFINED BENEFIT RETIREMENT PLAN FOR EMPLOYEES OF THE CITY OF CREVE COEUR, MISSOURI, CONCURRING WITH THE ANTICIPATED APPROVAL BY THE CITY COUNCIL OF AN AGREEMENT WITH THE MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM TO OPERATE THE RETIREMENT PLAN.

WHEREAS, Section 70.621 RSMo authorizes the Missouri Local Government Employees Retirement System ("LAGERS") to operate the City of Creve Coeur's Defined Benefit Retirement Plan for Employees of the City (the "Legacy Plan") pursuant to an approved agreement; and

WHEREAS, prior to approval of such agreement by the City Council, Section 70.621 RSMo requires a concurring resolution of the Board of Trustees of the Legacy Plan approving such agreement; and

WHEREAS, the Board of Trustees recognizes the benefits to plan participants of transferring responsibility for operation of the Legacy Plan from the Board to LAGERS; and

WHEREAS, this Resolution was considered at a public meeting after posting of required public notice and 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 Resolution has been made available for public inspection prior to its consideration by the Board of Trustees; and

WHEREAS, the Board of Trustees has determined that it is fully and sufficiently informed on the matter and that the proposed Resolution is in the best interests of participants in the Legacy Plan; and

WHEREAS, the Board of Trustees recognizes that it will be dissolved in due course upon the completion of transfer of operational authority for the Legacy Plan to LAGERS;

NOW, THEREFORE, be it resolved by the Board of Trustees of the Defined Benefit Retirement Plan for Employees of the City of Creve Coeur, Missouri, as follows:

Section 1:

The Board of Trustees approves entering into an agreement with LAGERS substantially in the form of **Exhibit A** attached hereto, regarding the operation of the Legacy Plan and the Chairperson of the Board or his designee are hereby authorized and directed to enter into and execute that agreement. The agreement as executed shall be consistent with the provisions and intent of this Resolution with such changes as are determined by the executing officer to be necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Chairperson 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 Board under the agreements.

Section 2. The Board of Trustees shall be dissolved upon the completion of transfer of operational authority for the Legacy Plan to LAGERS pursuant to the approved agreement.

Section 3. This Resolution shall become effective immediately upon adoption.

ADOPTED BY VOTE OF 5 OF THE 6 MEMBERS OF THE BOARD OF TRUSTEES THIS 31st
DAY OF MAY, 2023.


MICHAEL KARASICK
CHAIRPERSON

SECRETARY

ATTEST:


KELLIE HENKE, CITY CLERK, MPCC



AN ORDINANCE AMENDING THE CREVE COEUR REDEVELOPMENT ORDINANCE, CHAPTER 400, ARTICLE II OF THE CODE OF ORDINANCES.

WHEREAS, Chapter 353 of the Revised Statutes of Missouri ("Chapter 353") permits cities to approve development plans related to the redevelopment of blighted areas and to grant real property tax abatement to spur private investment and incentivize the remediation of the conditions that cause an area to be blighted; and

WHEREAS, Chapter 400, Article II of the Code of Ordinances, as enacted by the adoption of Ordinance No. 2020 on September 13, 1999, provides certain procedures related to the City's consideration of development plans and grants of tax abatement under Chapter 353; and

WHEREAS, the City desires to revise the Code of Ordinances provisions relating to the approval of development plans and grants of tax abatement to be consistent with amendments to Chapter 353 since the enactment of Ordinance No. 2020 and to otherwise modernize the procedures for considering development plans.

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

Section 1. Section 400.050 of the Code of Ordinances is hereby amended by deleting the existing text and inserting the following in lieu thereof:

The purpose of the Creve Coeur Redevelopment ordinance is to provide that upon a finding and determination by the City that blighted areas within the City exist and that such blighted areas constitute an economic or social liability or a menace to the health, safety, morals or welfare of the citizens of the City, it is appropriate for the City to encourage the removal of blight and therefore determined to be necessary and in the public interest to provide procedures for its removal.

Section 2. Section 400.070 of the Code of Ordinances is hereby amended by deleting the definition of "Blighted Area" therein and inserting the following in lieu thereof:

Blighted Area: (1) an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use, or (2) such other definition as may be required by Missouri law in connection with the approval of a Development Plan.

Section 3. Section 400.070 of the Code of Ordinances is further amended by deleting the definition of "Public Works Director" and inserting the following:

DIRECTOR OF COMMUNITY DEVELOPMENT – The Director of the Community Development Department of the City of Creve Coeur.

Section 4. Section 400.080 of the Code of Ordinances is hereby amended by deleting the existing text and inserting the following in lieu thereof:

From time to time, the Council upon recommendation of the City Administrator or upon its own initiative may consider an area for possible designation as an area for redevelopment pursuant to the Act and this Article. The Council may, but is not required to, request the submission of development plans for the redevelopment of a redevelopment area by publishing a notice in a paper of general circulation in the City. Any submission in response to such request shall be in conformance with this Article and shall be within the time period established by the City Administrator in writing for such submission, which time period shall not be less than thirty (30) days nor more than ninety (90) days following publication of such notice. If the Council rejects all proposed development plans or if none are submitted, the Council may direct the City Clerk to publish notice again and the period for submission of proposed development plans shall begin anew.

Section 5. Section 400.090 of the Code of Ordinances is hereby amended by deleting the existing text and inserting the following in lieu thereof:

Any person or corporation submitting a proposed development plan for the redevelopment of a development area shall file one (1) original paper set and one (1) electronic copy of such plan of the blighting study with the Director of Community Development. Absent a separate cost-funding agreement, simultaneously with such items, a cashier's check shall be submitted in the amount of five hundred dollars (\$500.00) to pay for the costs incurred in publishing notices of public hearings. If the actual publication costs exceed this amount, then the proponent(s) of the proposed development plan shall pay the additional amount; if the actual costs are less, then the balance shall be refunded to the proponent(s). If two (2) or more proposed development plans are submitted for the same area, the publication costs (or refunds thereof) described herein shall be evenly divided among the proponents.

Section 6. Section 400.100 of the Code of Ordinances is hereby amended by deleting subsection A.16 and inserting the following in lieu thereof:

Financing. A detailed statement of the proposed method of financing the redevelopment project which shall set forth the estimated development costs of the redevelopment project and the proposed sources of funds, debt and equity to meet such estimated costs; a detailed statement of the projected gross revenues and all projected expenses of the redevelopment project during the first five (5) years in which such project is in operation; and the assurances including performance bonds, if any, to be given to the City for the performance of obligations.

Section 7. Section 400.110 of the Code of Ordinances is hereby amended by deleting subsections A and B and inserting the following in lieu thereof:

A. After the submission of a Development Plan, whether pursuant to a published

request pursuant to Section 400.080 or an unsolicited submission pursuant to Section 400.090, the City Administrator shall publish notice in a paper of general circulation and the City's website notifying all interested parties that a public hearing will be held on a date and time certain by the Council, provided that the public hearing shall not be held less than fifteen (15) days following publication of the notice provided for in this Subsection.

B. In the event a proposed development plan provides for tax abatement or exemption as authorized by the Urban Redevelopment Corporations Law, the City shall furnish each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property to be affected by such tax abatement or exemption with a written statement of the impact on ad valorem taxes such tax abatement or exemption will have on such political subdivision and written notice of the hearing to be held as provided for in Subsection (A) above. The written statement and notice required by this Subsection shall be sent to each political subdivision by registered or certified mail (postage prepaid, return receipt requested), nationally recognized overnight courier service, or hand delivery at least fifteen (15) days prior to the hearing and shall include, but need not be limited to, an estimate of the amount of ad valorem tax revenues of each political subdivision affected by the abatement or exemption based upon the estimated assessed valuation of the real property involved as such property would exist before and after it is developed. At the public hearing all political subdivisions described in this section shall have the right to be heard on such grant of tax abatement or exemption.

Section 8. Section 400.180 of the Code of Ordinances is hereby amended by (1) replacing all references to the Public Works Director with references to the Director of Community Development and (2) deleting subsection E and inserting the following in lieu thereof:

E. *Recommendation of Certification.* When a person implementing an approved development plan has completed the redevelopment project or a phase thereof in accordance with the provisions of the development contract, such person may request the City to deliver a certificate of completion in the manner set forth in the development contract. The investigations and reports of the Director of Community Development or other responsible municipal official required by Subsections (B) and (C) of this Section shall not be required or made with respect to the redevelopment project or to any approved phase thereof subsequent to the date of issuance of such certificate of completion with respect to such redevelopment project or phase thereof.

Section 9. Effective Date. This Ordinance shall become effective in accordance with Section 3.11(g) of the City Charter.

BILL NO. 6074

ORDINANCE NO. _____

ADOPTED THIS _____ DAY OF _____, 2023.

Nicole Greer, President of City Council

APPROVED THIS _____ DAY OF _____, 2023.

Dr. Robert Hoffman, Mayor

ATTEST:

Kellie Henke, City Clerk

**AN ORDINANCE AUTHORIZING A NEW CONDITIONAL USE PERMIT FOR A
18,606 SQUARE FOOT CHILD DAYCARE FACILITY, LOCATED AT 689 CRAIG
ROAD, ZONED PO-PLANNED OFFICE DISTRICT**

WHEREAS, under Section 405.360(C), Child Daycare Services (NAICS 624410) require the issuance of a conditional use permit as provided in Section 405.1070, Conditional Use Permits; and

WHEREAS, Mark J. Goodman, of Higher Ground Education, has submitted an application for conditional use permit for a new child daycare facility at 689 Craig Road, Creve Coeur, MO 63141; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, July 17th, 2023, beginning at 6:00 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 6-0 vote, recommended approval of the request, subject to the conditions contained herein, at its meeting on July 17, 2023; and

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

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

1. Complies with all other applicable provisions of this Chapter including environmental performance standards presented in Section 405.550, the criteria in Section 405.470 and the standards of this Chapter in regard to yard and setback, parking and loading areas, screening and buffering, refuse, storage and service areas and signs.
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, Missouri, as follows:

Section 1: A Conditional Use Permit is authorized to be issued pursuant to Section 3 hereof for the operation of Higher Ground Education at 689 Craig Road, Creve Coeur, MO, 63141, zoned PO-Planned Office District, whose legal description is as follows:

A TRACT OF LAND BEING PART OF SECTION "C" OF "CREVE COEUR EXECUTIVE PARK", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139 PAGES 42 AND 43 OF THE ST. LOUIS COUNTY RECORDS IN FRACTIONAL SECTION 3, TOWNSHIP 45 NORTH - RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF OLD BALLAS ROAD, 40 FEET WIDE, WITH THE SOUTH LINE OF PROPERTY DESCRIBED IN DEED TO ALAN HOFFMAN REVOCABLE TRUST AND JEN SHARE PROPERTIES, L.P., AS RECORDED IN BOOK 11050 PAGE 485 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTHEASTWARDLY AND EASTWARDLY ALONG SAID SOUTH LINE OF THE ALAN HOFFMAN REVOCABLE TRUST PROPERTY SOUTH 54 DEGREES 24 MINUTES 20 SECONDS EAST 226.68 FEET AND SOUTH 84 DEGREES 58 MINUTES 37 SECONDS EAST 239.05 FEET TO THE WEST RIGHT OF WAY LINE OF CRAIG ROAD, 50 FEET WIDE; THENCE SOUTHWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF CRAIG ROAD, 50 FEET WIDE, ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 66 DEGREES 48 MINUTES 13 SECONDS EAST 725.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 129.51 FEET TO THE NORTH LINE OF PROPERTY DESCRIBED IN DEED TO RELLIM, INC., AS RECORDED IN BOOK 6934 PAGE 944 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID NORTH LINE OF THE RELLIM, INC. PROPERTY, NORTH 84 DEGREES 58 MINUTES 37 SECONDS WEST 385.70 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF OLD BALLAS ROAD, 40 FEET WIDE; THENCE NORTHWARDLY ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST 242.06 FEET TO THE POINT OF BEGINNING.

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

1. The hours of operation for the 18,606 square foot child day care services location shall be Monday-Friday 7:00 AM to 6:00 PM, closed Saturday and Sunday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, special events.
2. The staffing levels at the daycare facility shall not exceed 28 persons without proof of adequate parking submitted to the Zoning Administrator to meet the requirements of City's Zoning Ordinance.
3. The third floor office shall not be leased to another tenant without proof of adequate parking submitted to the Zoning Administrator to meet the requirements of City's Zoning Ordinance.
4. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code and shall be in substantial conformance with the plans

received July 11, 2023, as bound together and submitted in conjunction with Application #23-020 by Allen Pepa Architects.

5. Additional landscaping to be installed within the parking lot landscaping islands and noted on Final Landscaping Plan with staff approval.
6. Existing Street Trees to be noted or added on the Final Landscaping Plan in compliance with Section 405.450.
7. All landscaping shall be maintained per the resubmission and approval of a Final Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
8. The design of the proposed concrete bollards shall be decorative as discussed in the staff report and submitted to staff for review and approval.
9. Parking lot to be resealed and repainted per note on plans.
10. All lighting shall comply with Section 405.680 and 405.810 of the Zoning Ordinance, shall be used in the downcast position.
11. The accessible parking spaces and signage shall be in compliance with Section 405.840.
12. An underground irrigation system shall be installed and maintained to serve all landscaped areas.
13. Equipment installed for the site shall be properly screened with approved materials.
14. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.
15. 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.
16. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without 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.
17. 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.
18. 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 Conditional Use Permit and Site Development Plan for the property and the conditions herein set forth, and written confirmation thereof signed by the new

owner or lessee shall be filed with the City at the time of such transfer or lease.
Failure to comply with this provision shall not excuse anyone from these conditions.

Section 3: The City Administrator of the City of Creve Coeur is hereby authorized and directed to issue a Conditional Use Permit in accordance with the provisions of this ordinance, said permit to expressly provide for the conditions and stipulations hereinabove set out in Section 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 4: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS ____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



**APPLICATION TO PLANNING AND ZONING COMMISSION
#23-020: APPLICATION FOR A CONDITIONAL USE PERMIT
WITH ASSOCIATED SITE DEVELOPMENT PLAN FOR
HIGHER GROUND EDUCATION LOCATED AT 689 CRAIG
ROAD**

FOR THE MEETING OF: Monday, July 17, 2023

LOCATION: 689 Craig Road, zoned PO-Planned Office District

REQUEST: Mark Goodman, of Higher Ground Education, has submitted an application for a Conditional Use Permit for a Child Day Care Services facility, (NAICS 624410) to be located at 689 Craig Road in the "PO" Planned Office zoning district. The use will provide day care services for children 6 weeks old to pre-kindergarten. It will occupy 18,606 square feet on two floors and includes a site development plan to alter the site to accommodate children's play equipment.

ADDITIONAL INFORMATION:

Under Section 405.320, Table A of the Zoning Code, NAICS 624410 requires the issuance of a conditional use permit in the "PO" zoning district subject to the recommendation of the Planning and Zoning Commission and approval of the City Council. The applicant applied for the text amendment to the zoning code amending Section 405.470.A.27 Conditional Uses of the zoning code to remove NAICS 624410 Child Day Care Services from the additional requirements within the "PO" Planned Office and "RO" Research and Office Park Zoning Districts. The text amendment was approved as Ordinance 5845 by City Council on July 10, 2023 and the applicant is seeking Conditional Use Permit approval of Higher Ground Education within the PO zoning district.

Key Issues:

- Does the request further the goals and/or implement the Comprehensive Plan?
- Is the request consistent with the required findings for a conditional use permit?
- Does the request follow the Design Guidelines?

Creve Coeur 2030 Plan References

- Mixed Use District (MU)
- Design Guidelines

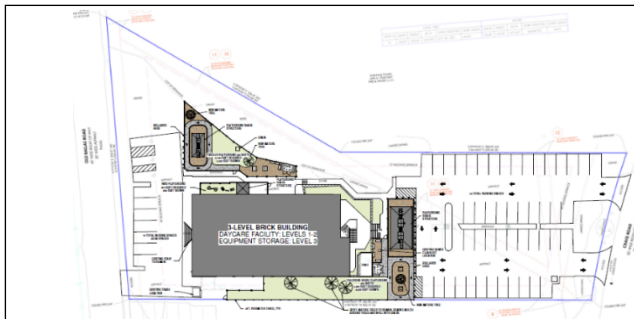
Zoning Code References

- Section 405.320: PO-Planned Office District
- Section 405.470: Conditional Uses
- Section 405.540: Landscaping
- Section 1080: Site Concept, Site Development and Minor Site Plan Approval.

APPLICANT: Mark Goodman
Higher Ground Education
10 Orchard Road, Ste. 200
Lake Forest, CA 92630

**APPLICANT'S
REPRESENTATIVE:**

Dylan Fuller
Global Power and Construction, Inc
75882 Camp Dean Road
Big Rock, IL 60511



REPORT PREPARED BY: Bethany L. Moore, City Planner

DATE: 07/11/2023

ATTACHMENTS: Applicant's Materials received May 19, 2023 and July 7, 2023
Draft Ordinance

PROPOSAL

The Applicants are seeking approval for a conditional use permit with associated site development plan for Higher Ground Education location at 698 Craig Road to occupy two floors, 18,606 square feet, within an existing office building within the PO-Planned Office zoning district. Higher Ground Education will be operating a Child Day Care Services use (NAICS 624410) for children 6 weeks old to pre-kindergarten. The facility will serve a maximum of 171 children at full operation consisting of 7 classrooms with 21 full time employees. The third floor of the existing building will be rented to an office use tenant. Hours of operation will be 7:00 AM to 6:00 PM Monday through Friday and closed on Saturdays and Sundays. A site development plan is proposed to incorporate the addition of playground areas and equipment for the three age groups of children served. No changes to the building façade are proposed. The applicant applied for the text amendment to the zoning code amending section 405.470.A.27 Conditional Uses of the zoning code to remove NAICS 624410 Child Day Care Services from the additional requirements within the “PO” Planned Office and “RO” Research and Office Park Zoning Districts in order to apply for this Conditional Use Permit to operate Higher Ground Education within the PO zoning district without the 3-acre lot minimum. The text amendment was approved as Ordinance 5845 by City Council on July 10, 2023.

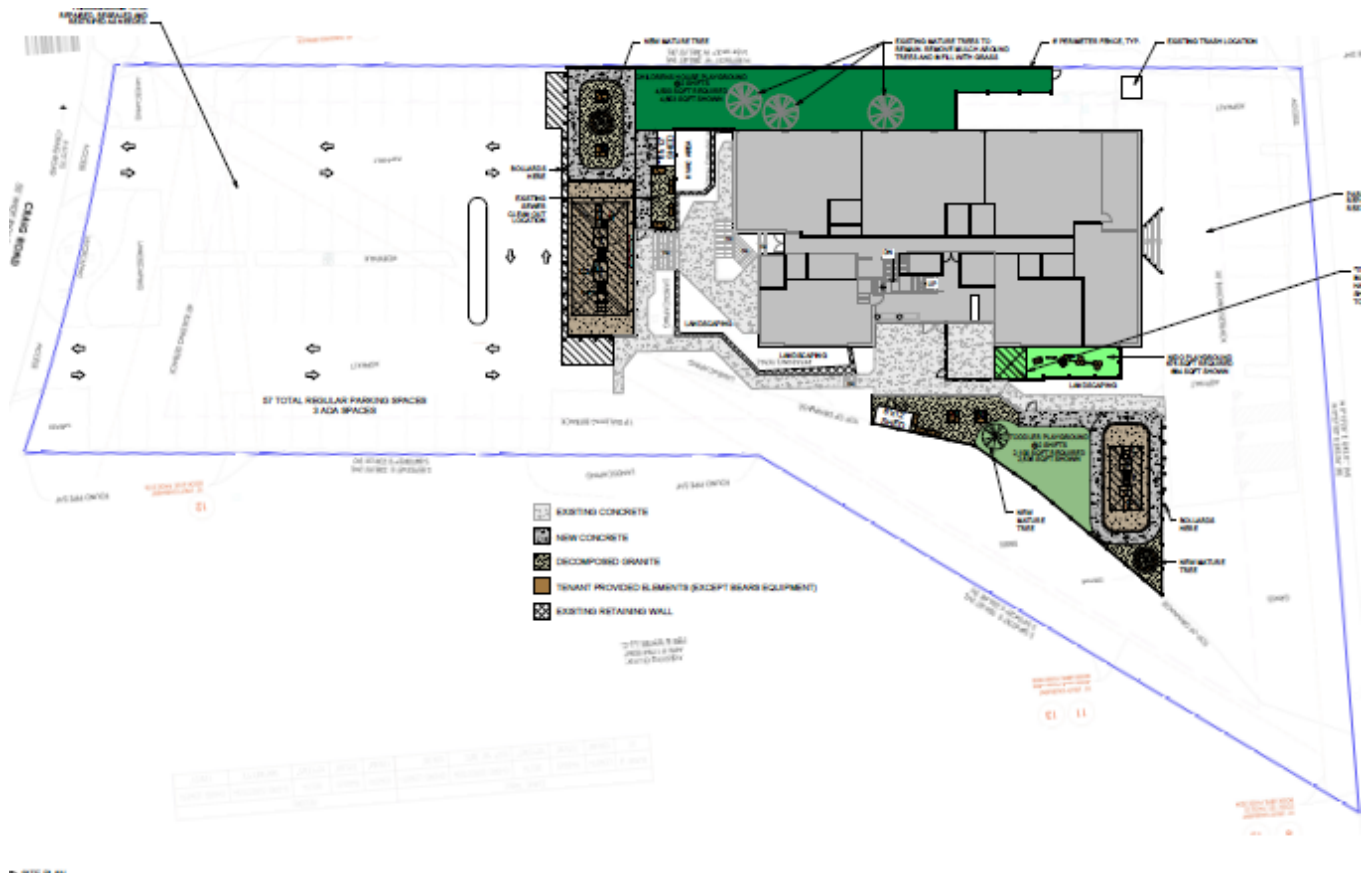


Figure 1: Proposed Site Development Plan



LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	CB-Core Business District	CityPlace Drive (Private)
South	Commercial	CB-Core Business District and PO-Planned Office District	Olive Boulevard
East	Commercial	CB-Core Business District	N/A
West	Commercial	CB-Core Business District	CityPlace Drive (Private)

COMPREHENSIVE PLAN REVIEW

The subject property is included in the Mixed-Use (MU) District Place Type of the *Creve Coeur 2030 Plan*. The Mixed-Use District (MU) place type supports the development of a variety of medium density commercial, retail, office, institutional, dining, community services, and multi-family residential on large development sites with centralized parking lots. The PO-Planned Office zoning district is intended for the construction of planned developments comprised of office uses and appropriate accessory retail uses and services. Due to the changing office environment brought on by the COVID-19 pandemic, this district is experiencing higher levels of vacancies and more requests for uses not currently allowed in an office park development. Within the last few months, Staff have reviewed several Text Amendments to allow more uses in the PO-Planned Office district such as Ordinance 5845 approved by the City Council on July 10, 2023 to allow this Conditional Use to be located within the PO district without the 3-acre lot reequipment.

Design Guidelines Review

Site Design

The building and parking lots are existing but new playground areas are being around the building to accommodate for the needs of the children. Those areas are being placed to avoid the removal of existing trees which is in line with the recommendations of the Design Guidelines to be sensitive to existing site features worth preserving and retain natural site amenities. Preserve creeks, views, trees, natural ground forms and similar features unique to the site and incorporate into development proposals (p.4).

Staff finds, that overall, the proposal meets with the recommendations of the Design Guidelines and the Comprehensive Plan to a large degree with little changes being made to the existing building and parking lots already constructed.

ZONING REVIEW

Site Development Plan

A Site Development Plan is intended to provide a basis for review which include items such as landscaping, tree preservation, site grading, stormwater management, and shall include architectural elevations, landscape plans, and specific information on the building's use, bulk, and placement. Since the building and site are already existing and intended to be re-used, a tree preservation plan and stormwater plan were not required. Elevation of the existing building were included as part of the submission but no changes are proposed to the exterior building material.

The site development plan shows that three new playground areas will be built on the north and east sides of the building. These play areas include playground equipment, shade structures, and new trees. Each playground area will be surrounded by a new 6-foot tall, black aluminum fence and exposed concrete bollards when boarding the parking lots in order to ensure the safety of the children. Staff would prefer that the bollards be decorative since they are so prominently visible and a condition of approval has been added to reflect this.

The existing parking lots are in need of repair and will be resealed and repainted. A new trash enclosure will be built to enclose the existing dumpster on the Old Ballas Road side of the building that will be made of brick to match the building.

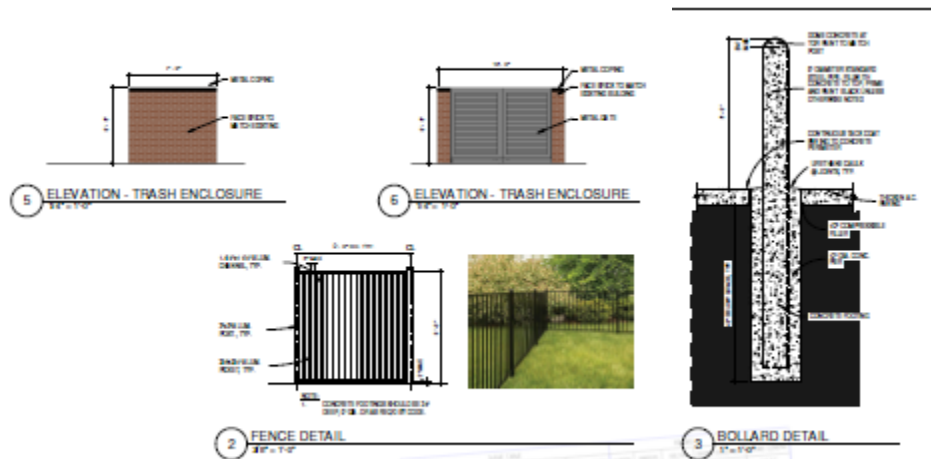


Figure 4: New trash enclosure, fence and bollard details.

Section 405.320 (E)(3)(b) of the “PO” Planned Office District allows a maximum site coverage of 63% with the possibility of an increase up to 70% as a bonus in consideration of special or outstanding landscape and site planning features when approved by the Planning and Zoning Commission. The subject property has a current site coverage of 37.5% and a proposed site coverage of 39.27% when the maximum site coverage is 63%. Per the definition of site coverage for non-residential developments found in Section 405.120, buildings, driveways, parking lots, and loading areas count towards site coverage while landscaped and green spaces, plaza, pedestrian circulation and unpaved buffer areas do not. The total site area is 1.413 acres.

Landscaping

Section 405.540 *Landscaping*, lays out the requirements for landscaping plans. It requires that all street trees be clearly delineated on the plans on order to confirm that the amount of street trees meets the required 1 per 30 lineal feet of street frontage. There are existing trees on site that can be counted as street trees but the exact number is not clear and should be shown on the final landscaping plan in order to confirm compliance. As the building and parking lots are existing, so are the landscaped areas within the site. The existing landscaping is missing in places and in need of maintenance in others. The landscaping plan does show two trees in the landscaping island near the building but it does not show additional landscaping in the landscaping island that divides the parking stalls. The landscaping is currently missing in this area and will need to be shown as replaced on the final landscaping plan. The proposed landscaping around the building appears to be adequate but staff is requesting that a few additional native and evergreen varieties be added around the building for fullness and year-round variety. The submission of a final landscaping plan after working with staff has been added as a condition of approval. Irrigation has been discussed with the applicant and it is part of the proposal to repair the existing system or install new where needed.

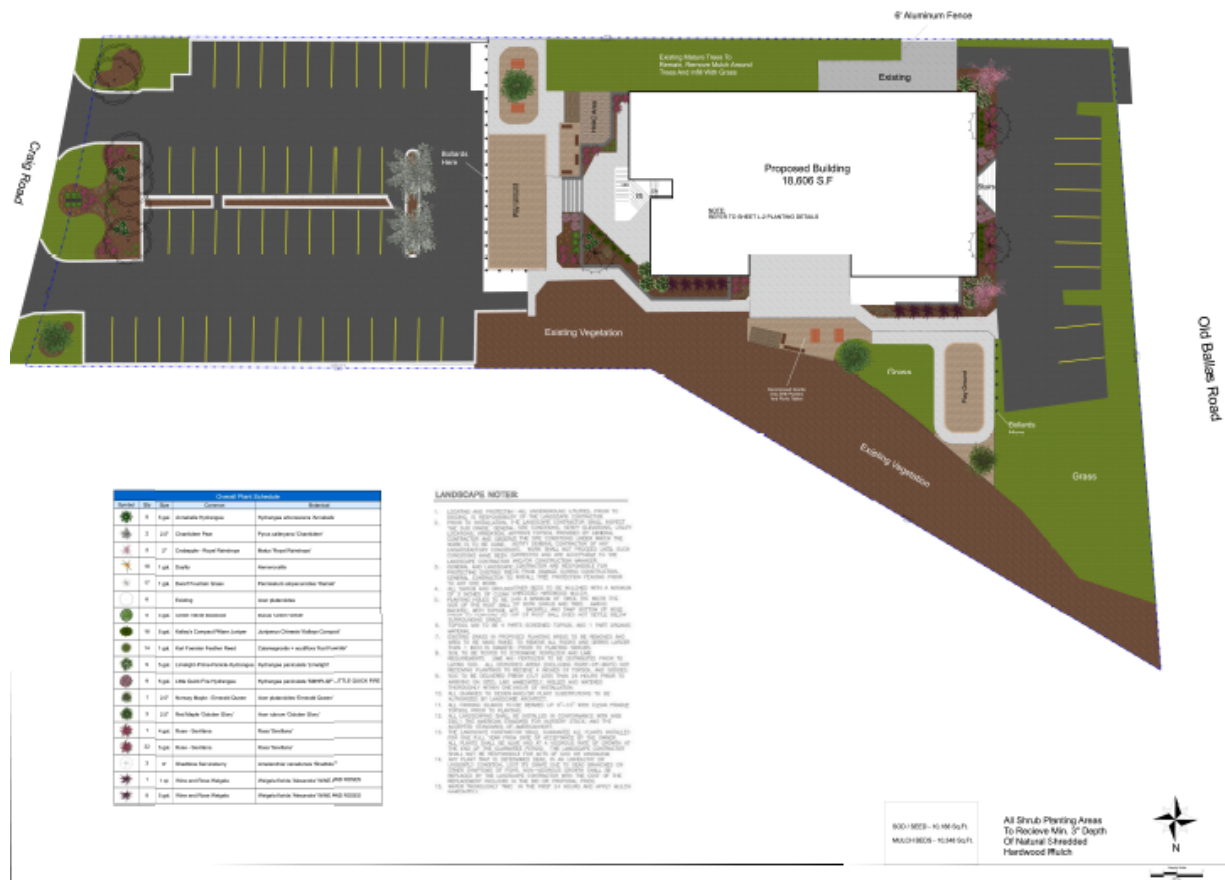


Figure 9: Proposed Landscape Plan

Lighting

The Applicant proposes to use the existing light poles and fixtures which are downcast and shielded.

Parking

The proposal provides for sufficient parking on site. The existing site includes 60 parking spaces between the two parking lots, 57 for regular use and 3 ADA accessible spots. Section 405.820(H)(11)(a) requires parking to be calculated at 1.5 spaces per staff person required for the licensed capacity for the facility. There are 21 staff persons working at the facility requiring 32 parking spaces where 60 are provided. The applicant owns the entire building and will lease out the existing third floor for office use. This area is approximately 7,296 square feet. For offices less than 15,000 square feet, Section 405.820 (B)(4) requires 4 parking stalls per 1,000 square feet of gross leasable floor area requiring 29 parking spaces for this use. Both uses combined require 61 parking spaces where 60 are available, leaving -1 parking spaces on site. Given the majority of traffic volume for the daycare will be before and after the bulk of workday hours and the low traffic volume for the daycare during the workday when the 29 spaces would be occupied for the third-floor tenant, staff is not concerned that both uses cause the site to be short 1 parking space. However, this requirement can only be waived if the conditions in Section 405.800 *Variance In The Required Number Of Parking And Loading Spaces* are met. Section 405.800(H)(2) allows for the applicant to submit an alternative site plan that indicates that the location and layout of that portion of the parking requirement deemed unnecessary can and will be constructed accordingly on the surface of the site in the event that the Planning and Zoning Commission determines at any time that all or any portion of this parking is necessary. Staff has included this requirement as a condition of approval.

Loading—Pick-ups and Drop-Offs

Section 405.820(H)(11)(a) also requires that a safe drop off area be provided near the main entrance. The children will be dropped off inside the building at the Craig Road entrance. The facility requires that all children be walked in by a parent or guardian and checked in instead of dropped off and the parking configuration and drive aisles will help to cut down on the speed of traffic near the main entrance.

Signs

All signs are reviewed under a separate permit at Staff level in conformance with the Sign Regulations. No approval of the project constitutes approval of any signs shown.

CONCLUSION AND RECOMMENDED CONDITIONS OF APPROVAL

Staff finds that the proposal meets with the Comprehensive Plan, Design Guidelines, as well as with the Zoning Regulations, subject to conditions of approval as noted in the staff report.

After discussion with the applicant, if the Planning and Zoning Commission finds that the Application is in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council with any changes discussed and made by separate actions.

The following are the recommended conditions of approval for this proposal.

1. The hours of operation for the 18,606 square foot child day care services location shall be Monday-Friday 7:00 AM to 6:00 PM, closed Saturday and Sunday. Additional business hours may be permitted with the Zoning Administrator's approval including, but not limited to, special events.
2. The staffing levels at the daycare facility shall not exceed 21 persons without proof of adequate parking submitted to the Zoning Administrator to meet the requirements of City's Zoning Ordinance.
3. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code and shall be in substantial conformance with the plans received July 11, 2023, as bound together and submitted in conjunction with Application #23-020 by Allen Pepa Architects.
4. Additional landscaping to be installed within the parking lot landscaping islands and noted on Final Landscaping Plan.
5. Existing Street Trees to be noted or added on Final Landscaping Plan in compliance with Section 405.450.
6. All landscaping shall be maintained per the resubmission and approval of a Final Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
7. The design of the proposed concrete bollards shall be decorative as discussed in the staff report and submitted to staff for review and approval.
8. The site development plan shall be revised to include one (1) future parking space to be constructed meeting city standards in the event it is deemed necessary by the Planning and Zoning Commission pursuant to Section 405.800.H.
9. Parking lot to be resealed and repainted per note on plans.
10. All lighting shall comply with Section 405.680 and 405.810 of the Zoning Ordinance, shall be used in the downcast position.
11. The accessible parking spaces and signage shall be in compliance with Section 405.840.
12. Equipment installed for the site shall be properly screened with approved materials.
13. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code.

14. 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.
15. 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.
16. 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.
17. 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 Conditional Use Permit and 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.

ACTION AND MOTION

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

“I move to recommend approval of a Conditional Use Permit with associated Site Development Plan for Higher Ground Education at 689 Craig Road, subject to the conditions discussed in the Staff Report and Draft Ordinance for the meeting of July 17, 2023” (conditions may be added, eliminated, or modified by preceding motion).

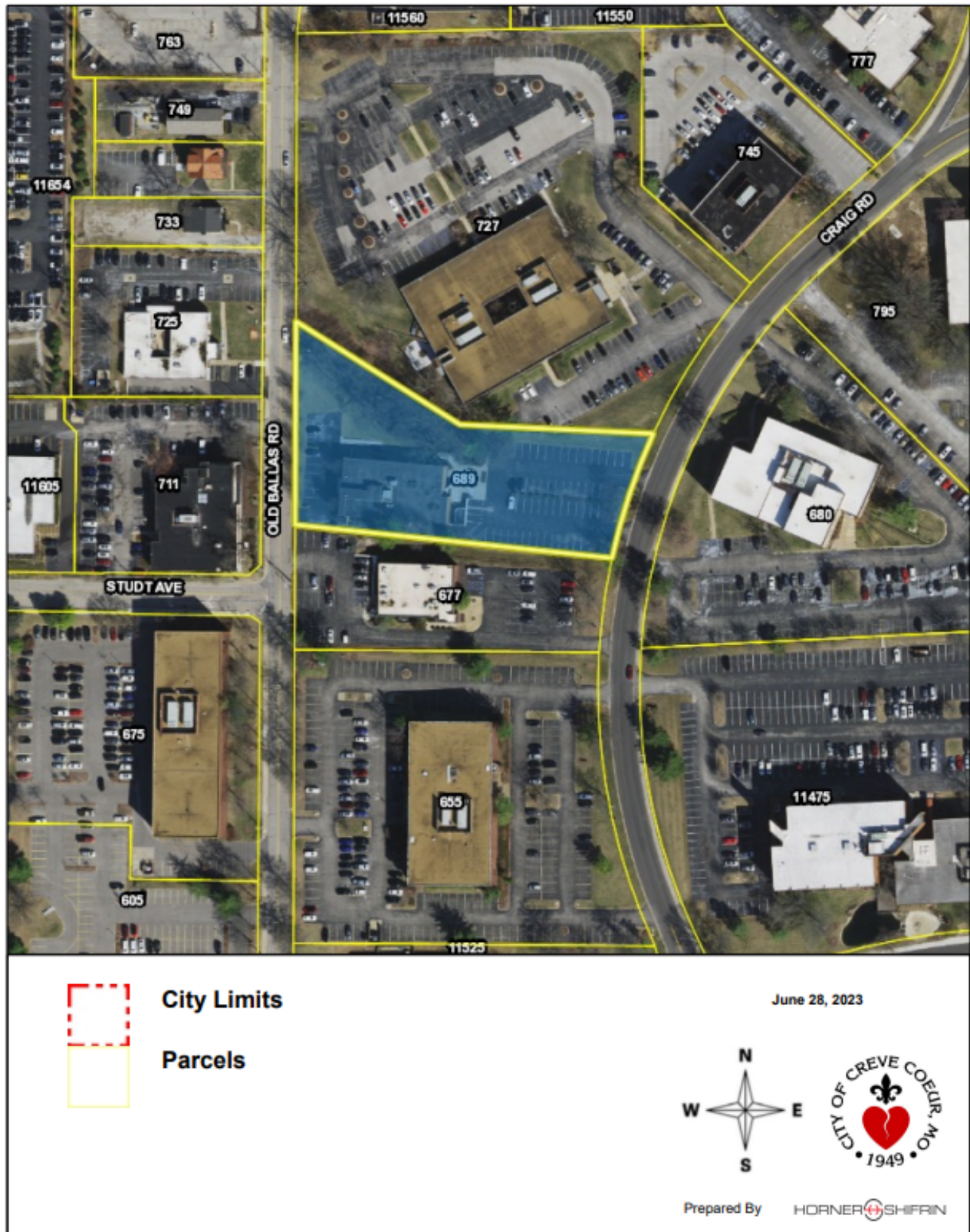
APPENDIX 1: COMPREHENSIVE PLAN

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



APPENDIX 4: SITE PHOTOGRAPHS		Date: 7/6/23
	Description: Parking lot and lighting existing conditions.	
	Description: Front entry.	

 A photograph showing the entrance area of a brick building. The building has "Precision Practice Management" and the number "689" on its facade. In the foreground, there is a landscaped area with various green plants, shrubs, and a small blue sign that says "LOBBY" with an arrow pointing right.	Description: Landscaping at entry.
 A photograph of a large asphalt parking lot. The pavement appears worn and cracked, with faded white parking lines. In the background, there is a brick building and some trees.	Description: Parking lot in need of resealing and restriping.
 A photograph of a street-facing landscape. In the foreground, there are tall green grasses and some red flowers. Behind them is a blue and white monument sign that says "Precision Practice Management". The background shows a street with trees and other buildings.	Description: Street facing landscaping and existing monument sign.

	 A photograph showing a paved parking lot area with several trees. In the foreground, there is a grassy median. A red car is parked near a tree. A sign for 'MIDESCO' is visible, with text including 'FOR SALE', 'LEASE', and '994-4444'. The background shows more trees and a building.	Description: Streetscape.
	 A photograph showing a wide view of a paved parking lot. In the background, there is a brick building with a sign that says 'Protein Research'. There are several trees and a white car parked near the building. The sky is blue with some clouds.	Description: 689 Craig Road from Craig Road.



city
of

CREVE COEUR

PLANNING DIVISION

File # _____

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):
Mark J. Goodman	
<i>Name</i>	<i>Name</i>
Guidepost A, LLC dba Higher Ground Education	
<i>Company (If Applicable)</i>	<i>Company (If Applicable)</i>
10 Orchard Rd. Suite 200	
<i>Address</i>	<i>Address</i>
Lake Forest, CA 92630	
<i>Address</i>	<i>Address</i>
Telephone # (949) 697-0345	<i>Telephone #</i>
<i>Telephone #</i>	<i>Telephone #</i>
Fax #	<i>Fax #</i>
<i>Fax #</i>	<i>Fax #</i>
Email: mgoodman@tohigherground.com	<i>Email:</i>
<i>Email:</i>	<i>Email:</i>
<i>Applicant's Signature</i>	<i>Applicant's Representative's Signature</i>

Property Information:	Owner's Acknowledgement (if different from applicant):
689 Craig Rd.	See previously provided authorization letter
<i>Address</i>	<i>Name</i>
Creve Coeur, MO 63414	
<i>Address</i>	<i>Company (If Applicable)</i>
	<i>Address</i>
<i>Development Name (if any)</i>	<i>Address</i>
PO (Planned Office District)	<i>Telephone #</i>
<i>Current Zoning</i>	<i>Fax #</i>
	<i>Email:</i>
<i>Prior CUP Approvals (if known)</i>	<i>Email:</i>
	<i>Owner's Signature</i>

Description of Requested Use (attach additional sheets as needed)

General Description of Business: Day care facility for children 6 weeks old up to pre-kindergarten. Facility will serve a maximum of 171 children at full operation. There will be 8 classrooms; 2 classrooms on 1st level and 6 classrooms on 2nd level. Playground areas for the three age groups are provided on site. Only levels 1 and 2 will be used for day care. Level 3 will be used for storage and other administrative uses associated with the day care facility.

Gross Floor Area – Existing and Proposed: 18,606 sq. ft. existing and proposed

Number of Seats (for restaurant only): N/A

Number of Employees at the busiest shift: 21

Hours of Operation: 7:00am - 6:00 pm

Current or Most Recent Use of the Property: Office

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	☒	Legal Description in Word format
☒	Floor plan	☒	Fees: \$250 (non-refundable) \$2000 (refundable deposit)
☒	Electronic copies of all materials	☐	Other items as requested by staff

Preferred Public Hearing Date: Monday, July 17, 2023.

****See Planning & Zoning Commission schedule and confirm available meeting dates with Planning Division staff****

Office Use Only

☐ All Sections Complete

☐ All Documents, incl. e-Copies

☐ Fees Paid

Received By: _____

Date: _____

Revised: 7/22

Higher Ground Education



Project Narrative for Guidepost Montessori Creve Coeur

689 Craig Rd.

Creve Coeur, MO 63141





Locator No: 17N130560

Guidepost A, LLC (the "Applicant"), an affiliate of "Higher Ground Education Inc" and/or "Guidepost Montessori", is respectfully applying for a Use Permit approval for the property located at 689 Craig Road, Creve Coeur, MO 63141, also known and identified by legal description listed in "Section V" below (the "Property").

I. BACKGROUND

Higher Ground Education includes several "brands" through which they advance their mission to "support the Montessori movement's efforts to professionalize itself, improve its programs, and expand its reach while retaining authenticity and pedagogical integrity." One of the brands, Guidepost Montessori, was founded by a small team of impassioned educators and skilled business leaders to create and scale high-fidelity Montessori networks throughout the world. Guidepost Montessori currently operates over 100 Elementary Schools and Day-care centers 100 campuses across the United States, Canada, Europe, and Asia, including at-home and virtual learning programs serving thousands of families worldwide. Guidepost Montessori follows five core values dedicated to fostering independence, creativity and intelligence, confidence, and responsibility within the children. Guidepost Montessori also fosters a strong relationship between the care givers and the parents, recognizing the role that a meaningful partnership with a child's parent has on the child's growth and success. Using a holistic approach to enable social, emotional, and physical development alongside academic success, Guidepost Montessori is viewed as one of the most effective and authentic child-centered care centers for children. Guidepost Montessori employs a method of education and care that recognizes that the circumstances of children are as varied as children themselves. The specific needs, the precise resources available, the particular constraints faced by each child and each family are different. As times change, there is a need to keep step and to ensure that the application is timely. But the fundamental need is timeless: to help the child achieve their own development. So, too, is the fundamental method: to provide the child with material, environment, and guidance that is lovingly optimized to support her in that work. Guidepost Montessori is looking forward to delivering much needed and highly desired elementary education to the community of Creve Coeur.

The Applicant will apply for licensing through required state agencies. In addition to state agency oversight, the Applicant is accredited by Cognia/AdvancEd (<https://www.cognia.org>). The Cognia accreditation is a well-respected designation of school quality. Founded in 1895, Cognia has evaluated and provides oversight of thousands of Schools for accreditation. Cognia is also a leader in developing methodology for data-informed school quality assessments. The Applicant's school system and School were formally approved for accreditation through a vote of the Cognia Global Commission on March 30, 2021, after a rigorous inspection/evaluation process to ensure our Schools meet their high standards. Cognia continues to oversee Applicant's School on an ongoing basis—making sure that they maintain those standards over time. The Applicant's accreditation achievement reflects a recognition by highly experienced and expert neutral third-party educators of the high-quality education provided by the Applicant.



II. PROPERTY LOCATION, ZONING, AND PERMITTED USE

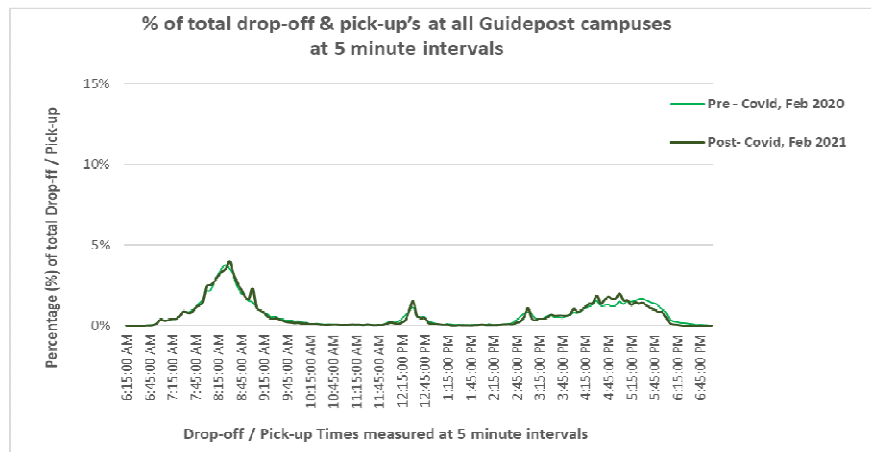
The Property is at 689 Craig Rd. The Applicant proposes to repurpose 2 floors of an existing office building into a Guidepost Montessori Day Care facility consisting of 7 classrooms: 1 Nido (6 weeks to 18 months); 2 toddlers (18 months to 3 years); and 4 children's house (3 years to pre-kindergarten) serving a total of 171 children. There will be one on-site administrator and 20 teachers. The third floor will be used for storage associate with day care use. Per the Creve Coeur Zoning Code, Day Care facilities require approval of a Use Permit in the PO Planned Office zone.

III. PROPOSED OPERATIONS

The proposed hours of operation are from 7:00am to 6:00pm - Monday through Friday. The staff typically arrives from 7:00am – 7:30am to prepare for children's drop-off and arrivals. Although the facility closes at 6:00pm, the facility will occasionally remain open for evening activities such as routine after-school administrative duties, parent meetings, teacher/professional development, and community activities. The following is a sample school schedule with key arrival and departure time ranges identified. Early arrivals (pre-care) and late pickups (extended care) are part our of standard tuition package, and our families are not penalized for utilizing the following wide range of drop off and pick up windows.

Sample School Schedule	
7:00-7:30	Staff Arrival
7:30-10:00	Drop Off Arrival Window 7:30am – 9am is pre-care
9:00-11:00	Morning Work Period Starts
11:00-12:00	Lunch and Outside Play
12:00-12:30	Half-Day Dismissals
12:30-2:30	Nap Time
2:30-4:30	Snack and Outside Play
2:30-6:00	Pick-Up Departure Window 3pm – 6pm is extended-care

Arrival and departure times are spread over an approximate (2.5) hour period in the morning and (3.5) hour period in the afternoon. There are also some half-day dismissals that further spread out the afternoon pickups. At other campuses, the Applicant generally experiences a steady flow of arrivals and departures throughout the drop off and pick up time zones that does not cause parking lot congestion or the need for traffic mitigation. A typical drop off and pick up cycle takes approximately (5-10) minutes per family. The parking layout will provide parking spaces adjacent to the main entry. These parking spaces will be used as pick-up and drop-off parking spaces, which allow parents or guardian to park, walk their children into the facility, where each child is checked into an electronic (SmartCare) system. The parent or guardian then returns to their car. The process happens in reverse for pick up. Below is an illustration from over (90+) campuses of the steady flow of drop off and pick up period timeframes.



IV. SITE DEVELOPMENT

PARKING/PARKING LOT

The parking lot will accommodate the drop off and pick up process mentioned herein. Parking configuration and drive aisles will allow for the safe loading and unloading of children, also while allowing for required staff and ADA parking spaces. Per the Creve Zoning Code, the required number of Vehicular Parking Spaces is 1.5 spaces per staff member. There will be 21 staff members working at this facility, which would require 31 parking spaces/

The proposed parking lot will include 57 regular plus 3 ADA parking spaces for a total of 60 parking spaces. The site circulation will be effectively managed through proactive communication with the staff and families prior to enrollment. The proposed parking lot configuration, controlled conditions, site circulation, and quantity of parking spaces will minimize the necessity for queuing out onto the public street and should not impact the surrounding transportation network. The drop-off and pick-up process, parking configuration, and drive aisles will allow for the safe loading and unloading of children and adequate parking for staff.

BUILDING INTERIOR AND EXTERIOR

All building elevation modifications will be compatible with surrounding architecture and will comply with any conditions imposed by the City of Creve Coeur.

LANDSCAPE

Landscaping will be provided to meet city standards.

PLAYGROUND

The Guidepost Montessori will provide playground areas for the different age ranges of the facility (6 weeks to 6 years old). The outdoor play areas will be sized appropriately per the student count of the facility. The proposed playground equipment will fully comply with code requirements for outdoor activity space. All equipment will have legal fall zone material surrounding the equipment such as engineered wood fibers. Ornamental aluminum “picket-style” fencing will be provided surrounding and separating the play areas as necessary. The gates in the playground fencing will include emergency panic bars and latches as necessary to meet egress requirements.

Typical Examples of Playground Equipment

(Actual site design may differ)



SIGNAGE

New exterior signage will meet all City of Creve Coeur requirements and will be consistent with other Guidepost locations and branding. The proposed signage location and design details shall be subject to the review and approval of the City of Creve Coeur staff.



LIGHTING

Lighting will be consistent with the style and type that currently exists on adjacent properties and will comply with all city codes and aesthetic requirements.

SECURITY

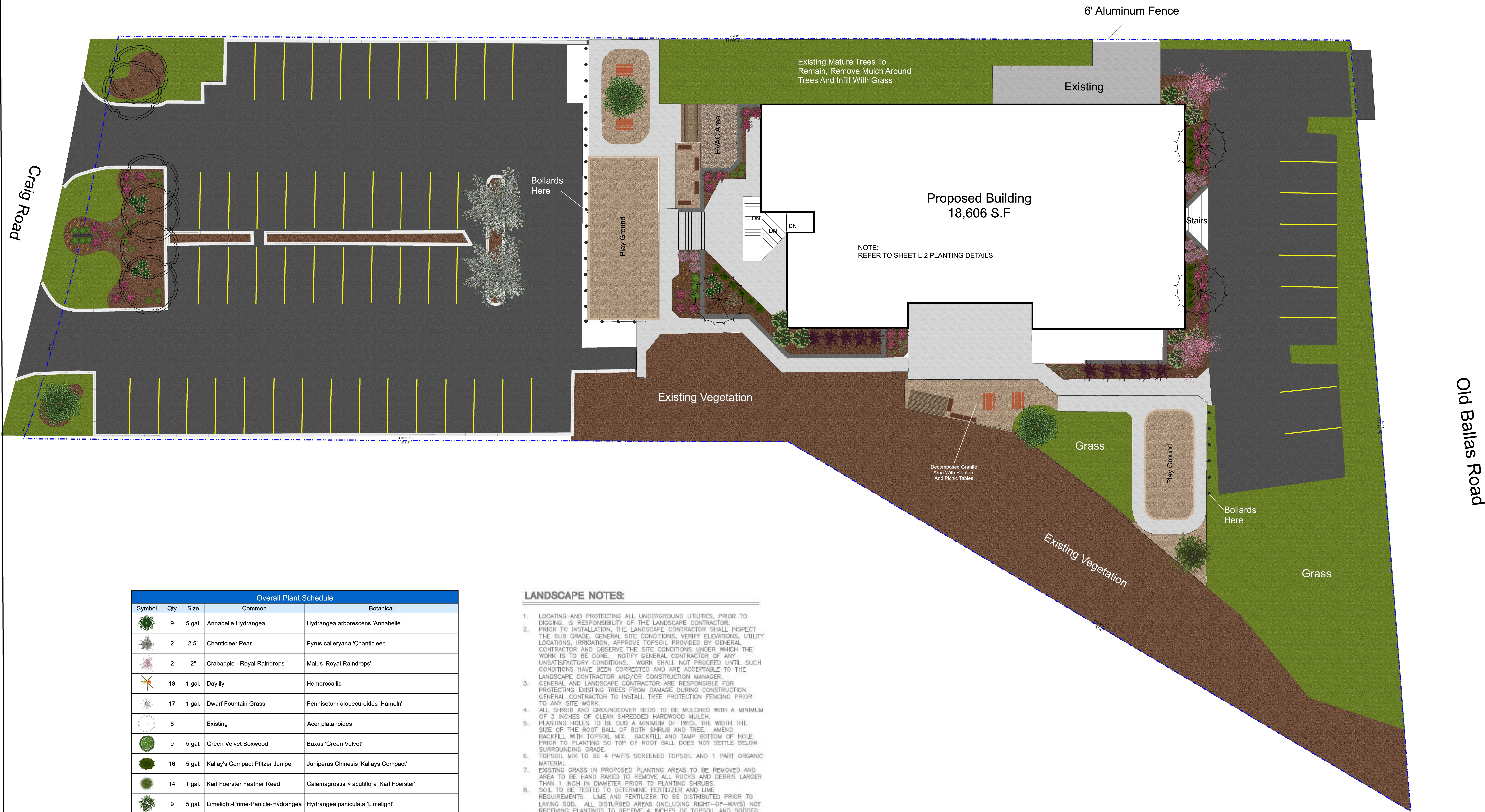
Guidepost Montessori is dedicated to the safety and security the children, parents, and staff. The facility will be locked at all times. Security keypads are installed at all points of entry along with commercial grade Ring spotlight cameras. Exterior playgrounds are enclosed with fencing to meet local, county, and/or state licensing requirements.

LOADING AND TRASH

Loading and Trash will be accommodated internal to the site.

V. LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF SECTION "C" OF "CREVE COEUR EXECUTIVE PARK", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139 PAGES 42 AND 43 OF THE ST. LOUIS COUNTY RECORDS IN FRACTIONAL SECTION 3, TOWNSHIP 45 NORTH - RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF OLD BALLAS ROAD, 40 FEET WIDE, WITH THE SOUTH LINE OF PROPERTY DESCRIBED IN DEED TO ALAN HOFFMAN REVOCABLE TRUST AND JEN SHARE PROPERTIES, L.P., AS RECORDED IN BOOK 11050 PAGE 485 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTHEASTWARDLY AND EASTWARDLY ALONG SAID SOUTH LINE OF THE ALAN HOFFMAN REVOCABLE TRUST PROPERTY SOUTH 54 DEGREES 24 MINUTES 20 SECONDS EAST 226.68 FEET AND SOUTH 84 DEGREES 58 MINUTES 37 SECONDS EAST 239.05 FEET TO THE WEST RIGHT OF WAY LINE OF CRAIG ROAD, 50 FEET WIDE; THENCE SOUTHWARDLY ALONG SAID WEST RIGHT OF WAY LINE OF CRAIG ROAD, 50 FEET WIDE, ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 66 DEGREES 48 MINUTES 13 SECONDS EAST 725.00 FEET FROM THE LAST MENTIONED POINT, A DISTANCE OF 129.51 FEET TO THE NORTH LINE OF PROPERTY DESCRIBED IN DEED TO RELIM, INC., AS RECORDED IN BOOK 6934 PAGE 944 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID NORTH LINE OF THE RELIM, INC. PROPERTY, NORTH 84 DEGREES 58 MINUTES 37 SECONDS WEST 385.70 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF OLD BALLAS ROAD, 40 FEET WIDE; THENCE NORTHWARDLY ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST 242.06 FEET TO THE POINT OF BEGINNING,



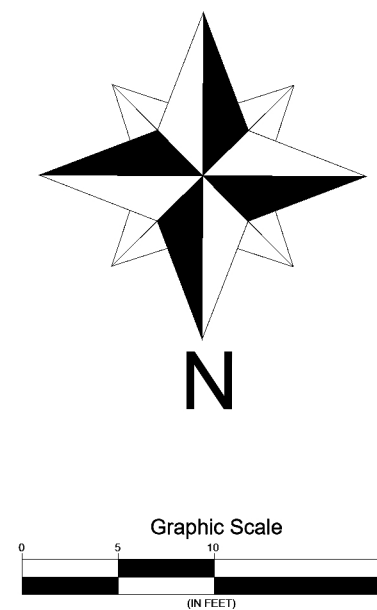
Overall Plant Schedule				
Symbol	Qty	Size	Common	Botanical
	9	5 gal.	Annabelle Hydrangea	Hydrangea arborescens 'Annabelle'
	2	2.5"	Chanticleer Pear	Pyrus calleryana 'Chanticleer'
	2	2"	Crabapple - Royal Raindrops	Malus 'Royal Raindrops'
	18	1 gal.	Daylily	Hemerocallis
	17	1 gal.	Dwarf Fountain Grass	Pennisetum alopecuroides 'Hameln'
	6		Existing	Acer platanoides
	9	5 gal.	Green Velvet Boxwood	Buxus 'Green Velvet'
	16	5 gal.	Kallay's Compact Pfitzer Juniper	Juniperus Chinese 'Kallays Compact'
	14	1 gal.	Karl Foerster Feather Reed	Calamagrostis x acutiflora 'Karl Foerster'
	9	5 gal.	Limelight-Prime-Panicle-Hydrangea	Hydrangea paniculata 'Limelight'
	9	5 gal.	Little Quick Fire Hydrangea	Hydrangea paniculata 'SMHPLQF' LITTLE QUICK FIRE
	1	2.5"	Norway Maple - Emerald Queen	Acer platanoides 'Emerald Queen'
	3	2.5"	Red Maple 'October Glory'	Acer rubrum 'October Glory'
	1	4 gal.	Rose - Sevilleana	Rosa 'Sevilleana'
	32	5 gal.	Rose - Sevilleana	Rosa 'Sevilleana'
	3	6"	Shadblow Serviceberry	Amelanchier canadensis 'Shadblow'
	1	1 qt.	Wine and Rose Weigela	Weigela florida 'Alexandra' WINE AND ROSES
	9	5 gal.	Wine and Rose Weigela	Weigela florida 'Alexandra' WINE AND ROSES

LANDSCAPE NOTES:

1. LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES, PRIOR TO DIGGING, IS RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR.
2. PRIOR TO INSTALLATION, THE LANDSCAPE CONTRACTOR SHALL INSPECT THE SUB GRADE, GENERAL SITE CONDITIONS, VERIFY ELEVATIONS, UTILITY LOCATIONS, IRRIGATION, APPROVE TOPSOIL PROVIDED BY GENERAL CONTRACTOR AND OBSERVE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE DONE. NOTIFY GENERAL CONTRACTOR OF ANY UNSATISFACTORY CONDITIONS. WORK SHALL NOT PROCEED UNTIL SUCH CONDITIONS HAVE BEEN CORRECTED AND ARE ACCEPTABLE TO THE LANDSCAPE CONTRACTOR AND/OR CONSTRUCTION MANAGER.
3. GENERAL AND LANDSCAPE CONTRACTOR ARE RESPONSIBLE FOR PROTECTING EXISTING TREES FROM DAMAGE DURING CONSTRUCTION. GENERAL CONTRACTOR TO INSTALL TREE PROTECTION FENCING PRIOR TO ANY SITE WORK.
4. ALL SHRUB AND GROUNDCOVER BEDS TO BE MULCHED WITH A MINIMUM OF 3 INCHES OF CLEAN SHREDDED HARDWOOD MULCH.
5. PLANTING HOLES TO BE DUG A MINIMUM OF TWICE THE WIDTH THE SIZE OF THE ROOT BALL OF BOTH SHRUB AND TREE. AMEND BACKFILL WITH TOPSOIL MIX. BACKFILL AND TAMP BOTTOM OF HOLE PRIOR TO PLANTING SO TOP OF ROOT BALL DOES NOT SETTLE BELOW SURROUNDING GRADE.
6. TOPSOIL MIX TO BE 4 PARTS SCREENED TOPSOIL AND 1 PART ORGANIC MATERIAL.
7. EXISTING GRASS IN PROPOSED PLANTING AREAS TO BE REMOVED AND AREA TO BE HAND RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETER PRIOR TO PLANTING SHRUBS.
8. SOIL TO BE TESTED TO DETERMINE FERTILIZER AND LIME REQUIREMENTS. LIME AND FERTILIZER TO BE DISTRIBUTED PRIOR TO LAYING SOD. ALL DISTURBED AREAS (INCLUDING RIGHT-OF-WAYS) NOT RECEIVING PLANTINGS TO RECEIVE 4 INCHES OF TOPSOIL AND SODDED.
9. SOD TO BE DELIVERED FRESH (CUT LESS THAN 24 HOURS PRIOR TO ARRIVING ON SITE), LAID IMMEDIATELY, ROLLED AND WATERED THOROUGHLY WITHIN ONE HOUR OF INSTALLATION.
10. ALL CHANGES TO DESIGN AND/OR PLANT SUBSTITUTIONS TO BE AUTHORIZED BY LANDSCAPE ARCHITECT.
11. ALL PARKING ISLANDS TO BE BERMED UP 6"-10" WITH CLEAN FRABLE TOPSOIL PRIOR TO PLANTING.
12. ALL LANDSCAPING SHALL BE INSTALLED IN CONFORMANCE WITH ANSI Z60.1 THE AMERICAN STANDARD FOR NURSERY STOCK, AND THE ACCEPTED STANDARDS OF AMERICANHRT.
13. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANTS INSTALLED FOR ONE FULL YEAR FROM DATE OF ACCEPTANCE BY THE OWNER. ALL PLANTS SHALL BE ALIVE AND AT A VIGOROUS RATE OF GROWTH AT THE END OF THE GUARANTEE PERIOD. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ACTS OF GOD OR VANDALISM.
14. ANY PLANT THAT IS DETERMINED DEAD, IN AN UNHEALTHY OR UNSIGHTLY CONDITION, LOST ITS SHAPE DUE TO DEAD BRANCHES OR OTHER SYMPTOMS OF POOR, NON-VIGOROUS GROWTH SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR WITH THE COST OF THE REPLACEMENT INCLUDED IN THE BID OR PROPOSAL PRICE.
15. WATER THOROUGHLY TWICE IN THE FIRST 24 HOURS AND APPLY MULCH IMMEDIATELY.

SOD / SEED - 10,188 Sq.Ft.
MULCH BEDS - 10,348 Sq.Ft.

All Shrub Planting Areas
To Recieve Min. 3" Depth
Of Natural Shredded
Hardwood Mulch



PLANTING SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
- ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
 - A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 - THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.
- B. SCOPE OF WORK
- WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND /OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 - ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
 - THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

- A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
- B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
- FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM LOCAL SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
 - ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
 - TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
 - ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
 - ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 - CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
 - MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
 - ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
- C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH A THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
- D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
- E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2 INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
- F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
- G. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
- H. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
- I. TREE STAKING AND GUYING
- STAKES: 6' LONG GREEN METAL T-POSTS.
 - GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
 - STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
- L. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE, THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
- M. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

- A. SOIL PREPARATION
- BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
 - SOIL TESTING:
 - AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
 - THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
 - THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
 - THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
 - FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOILLING AFTER CROSS-RIPPING:
 - NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
 - "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
 - TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOILLING AFTER CROSS-RIPPING:
 - NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
 - "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
 - IRON SULPHATE - 2 LBS. PER CU. YD.
 - IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE FINISH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
 - ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

SUBMITTALS

- THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
 - SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
 - SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
 - WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.
- C. GENERAL PLANTING
- REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
 - EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
 - TRENCHING NEAR EXISTING TREES:
 - CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS TO AVOID DAMAGE TO ROOTS. WORK WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

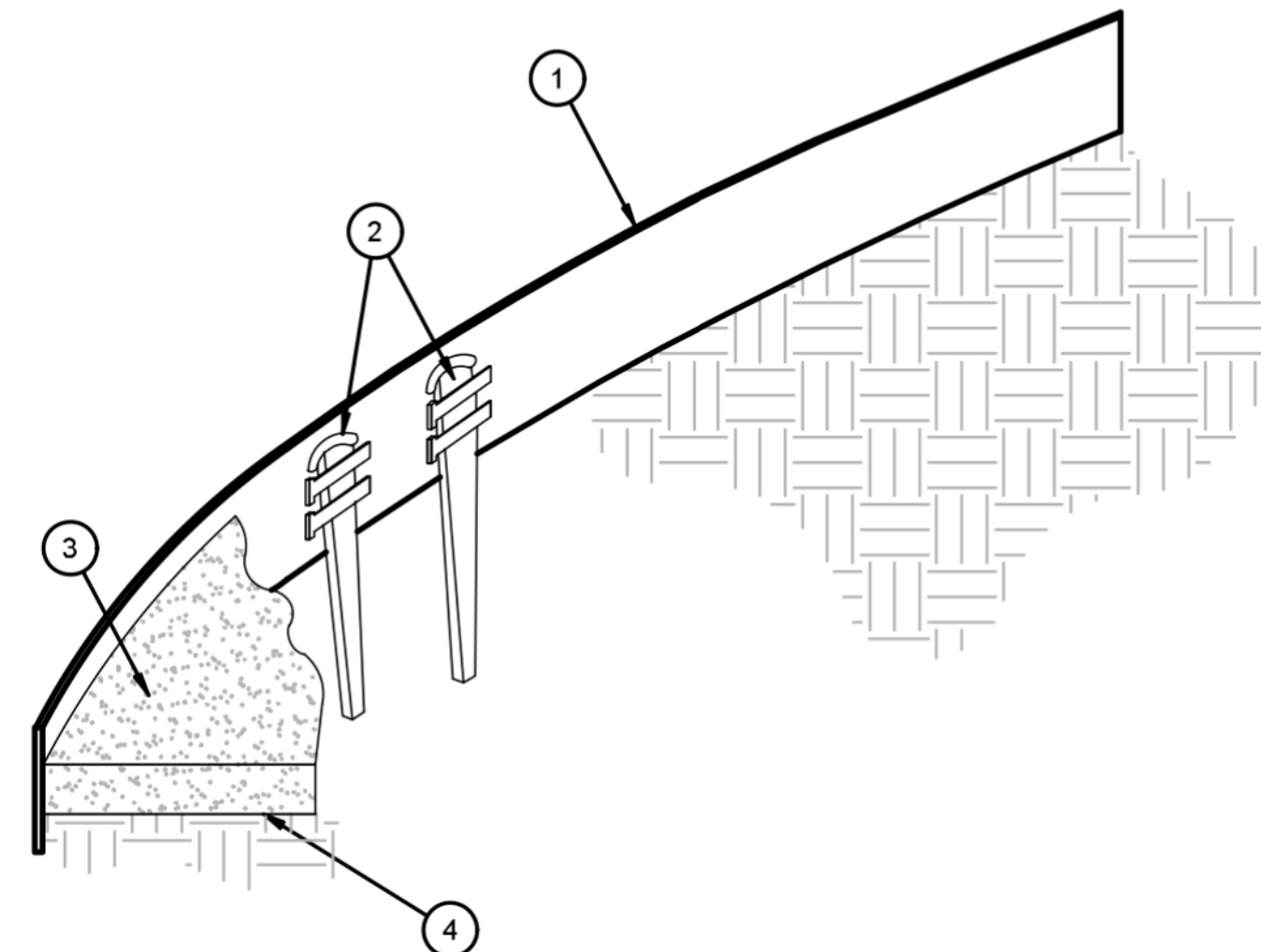
- D. TREE PLANTING
- TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE.
 - REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
 - INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
 - BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
 - TREES SHALL NOT BE PLANTED IN AREAS WITH LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REMOVE IT IF IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
 - 1"-2" TREES TWO STAKES PER TREE
 - 2 1/2"-4" TREES THREE STAKES PER TREE
 - TREES OVER 4" CALIPER TREES OVER 4" CALIPER
 - MULTI-TRUNK TREES THREE STAKES PER TREE MINIMUM. QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
 - UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR WITH MULCH (TYPE AND DEPTH PER PLANS).
- D. SHRUB, PERENNIAL, AND GROUND COVER PLANTING
- DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
 - WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
- E. SODDING
- SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
 - LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
 - LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
 - ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
 - WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
- F. MULCH
- INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
 - DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES. EXCEPT AS MAY BE NOTED ON THE PLANS, MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.

- I. CLEAN UP
- DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
 - LEGALLY DISPOSE ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- J. INSPECTION AND ACCEPTANCE
- UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
 - WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
 - THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

- K. LANDSCAPE MAINTENANCE
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
 - SHOULD SEEDS AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
 - TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - ALL HARDSCAPE MATERIALS SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEEDS OR RESEEDS (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

- L. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS, HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY. AFTER THE INITIAL MAINTENANCE PERIOD, DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

- M. RECORD DRAWINGS
- PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF THE CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



- ROLLED-TOP STEEL EDGING PER PLANS.
- TAPERED STEEL STAKES.
- MULCH, TYPE AND DEPTH PER PLANS.
- FINISH GRADE.

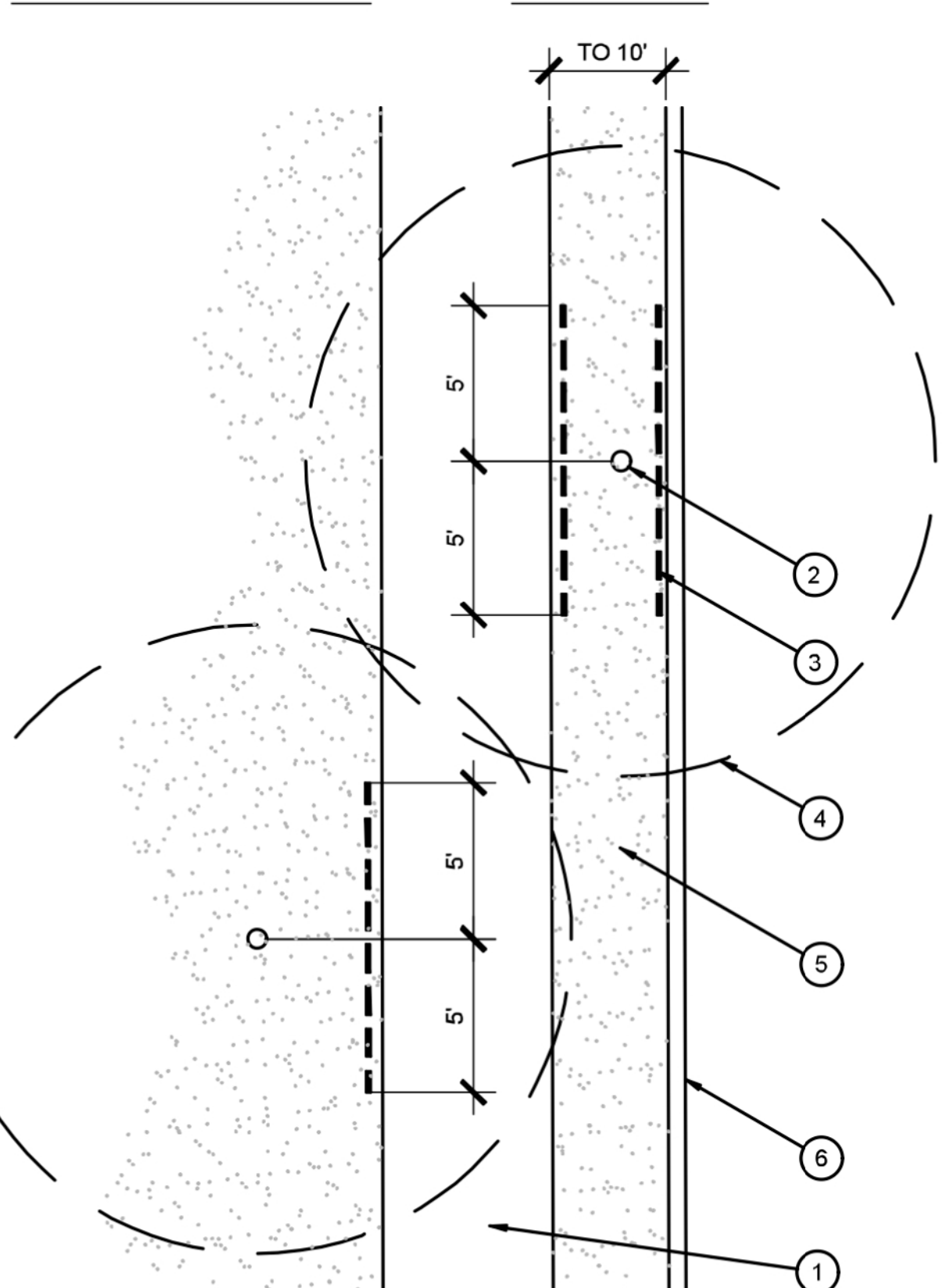
- NOTES:
- INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
 - BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
 - TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

STEEL EDGING

SCALE: NOT TO SCALE

OPEN LANDSCAPE

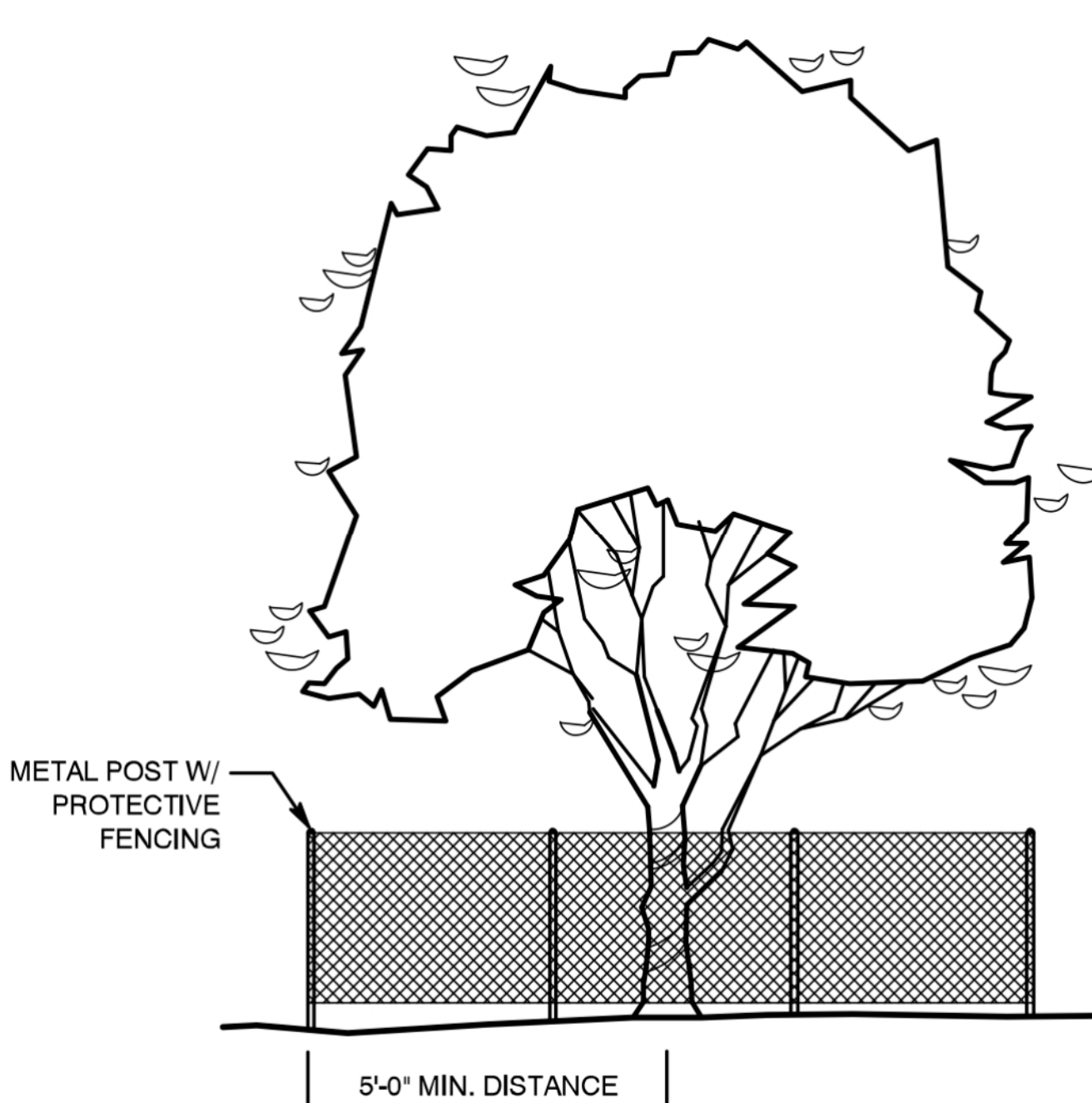
PARKWAY



- TYPICAL WALKWAY OR PAVING
- TREE TRUNK
- TYPICAL SYMBOL FOR LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
- TREE CANOPY
- TYPICAL PLANTING AREA
- TYPICAL CURB AND GUTTER

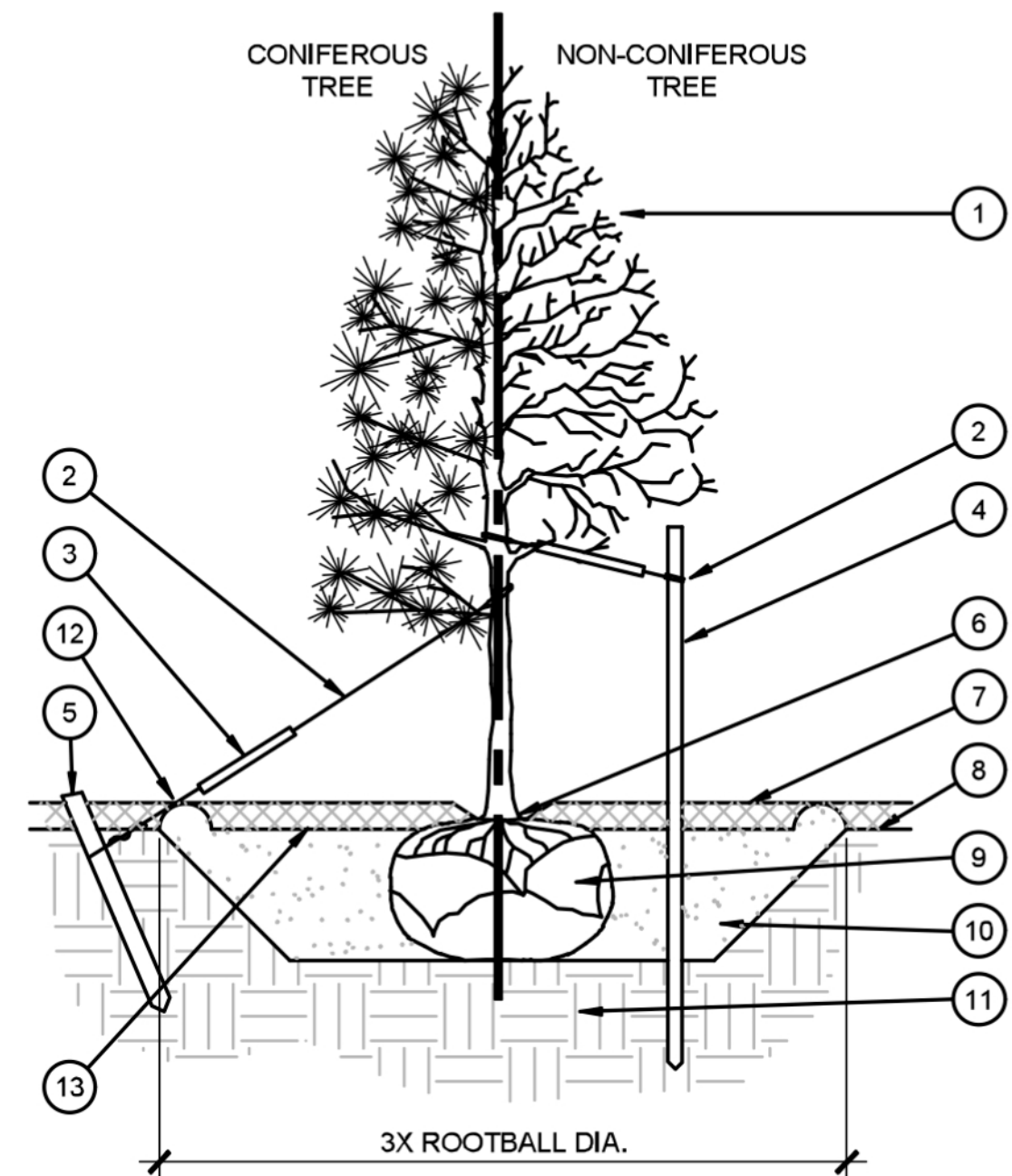
ROOT BARRIER - PLAN VIEW

SCALE: NOT TO SCALE



TREE PROTECTION FENCING

SCALE: NOT TO SCALE

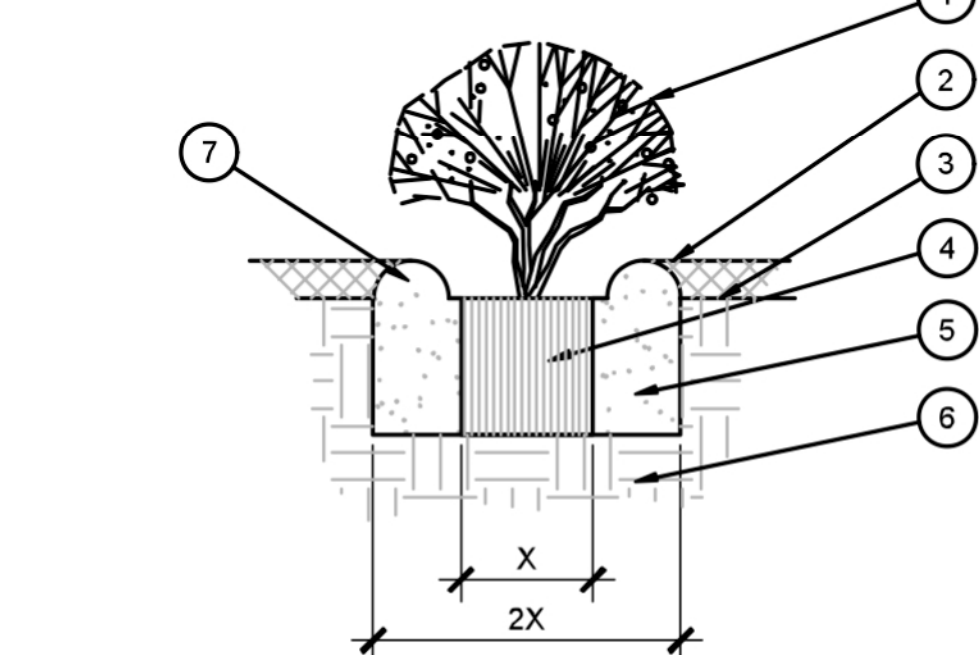


- TREE CANOPY.
- CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
- 24" X 3/4" P.V.C. MARKERS OVER WIRES.
- GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
- PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
- TRUNK FLARE.
- MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
- FINISH GRADE.
- ROOT BALL.
- BACKFILL, AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- UNDISTURBED NATIVE SOIL.
- 4" HIGH EARTHEN WATERING BASIN.
- FINISH GRADE.

- NOTES:
- SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
 - REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
 - FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
 - REMOVE ALL NURSERY STAKES AFTER PLANTING.
 - FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BEING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

TREE PLANTING

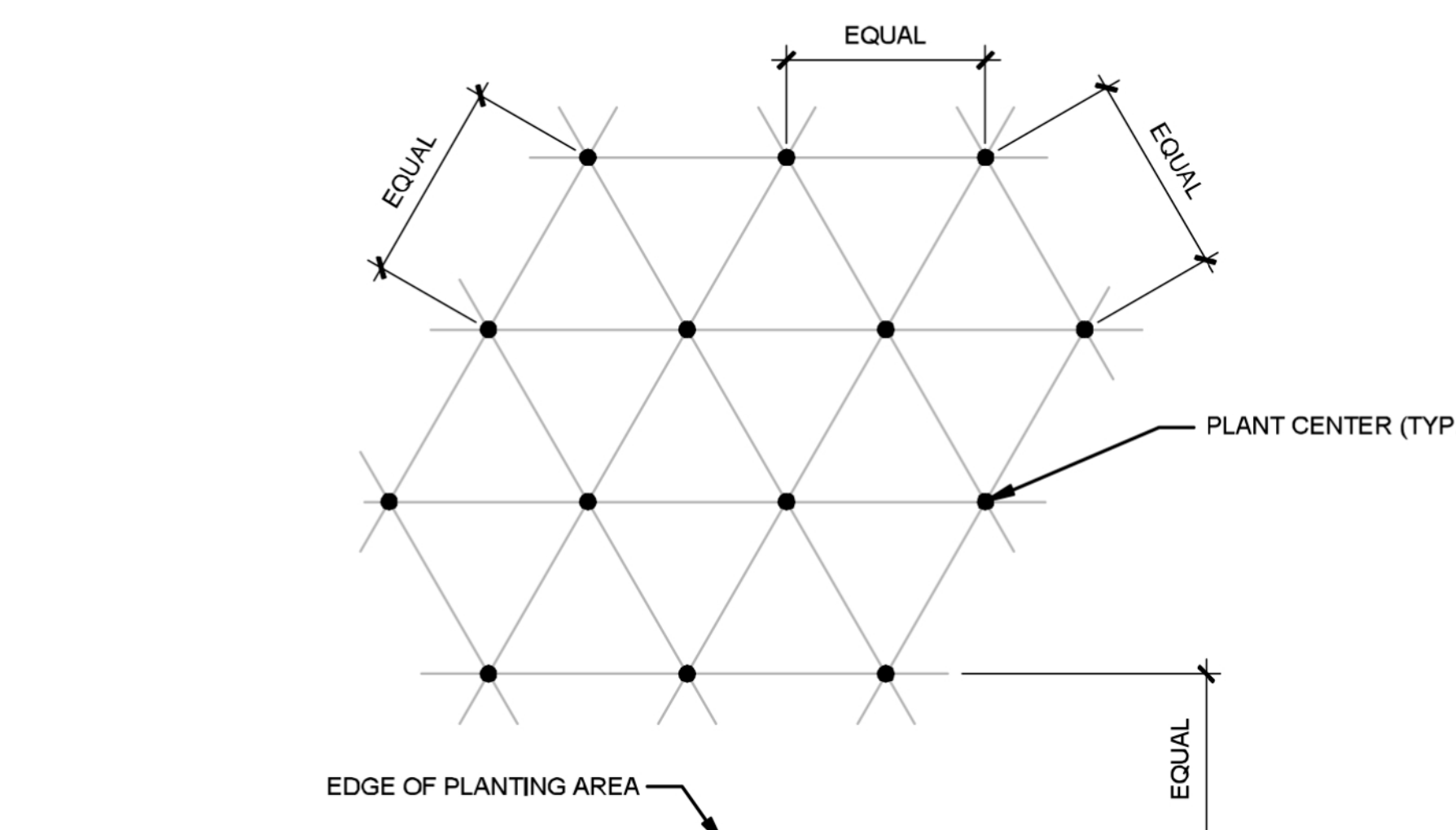
SCALE: NOT TO SCALE



- SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
- MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
- FINISH GRADE.
- ROOT BALL.
- BACKFILL, AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
- UNDISTURBED NATIVE SOIL.
- 3" HIGH EARTHEN WATERING BASIN.

SHRUB AND PERENNIAL PLANTING

SCALE: NTS



NOTE: ALL PLANTS SHALL BE PLANTED AT EQUAL TRIANGULAR SPACING (EXCEPT WHERE SHOWN ON PLANS AS INFORMAL GROUPINGS). REFER TO PLANT LEGEND FOR SPACING DISTANCE BETWEEN PLANTS.

- 1) STEP 1: DETERMINE TOTAL PLANTS FOR THE AREA WITH THE FOLLOWING FORMULA:
TOTAL AREA / AREA DIVIDER = TOTAL PLANTS

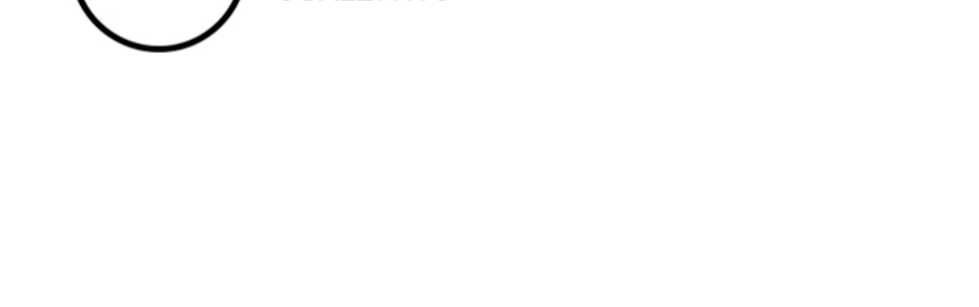
PLANT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER
6"	0.21	24"	3.48
8"	0.39	30"	5.41
10"	0.60	36"	7.79
12"	0.87		
15"	1.35		

- 2) STEP 2: SUBTRACT THE ROW(S) OF PLANTS THAT WOULD OCCUR AT THE EDGE OF THE PLANTED AREA WITH THE FOLLOWING FORMULA: TOTAL PERIMETER LENGTH / PLANT SPACING = TOTAL PLANT SUBTRACTION

EXAMPLE: PLANTS AT 18" O.C. IN 100 SF PLANTING AREA, 40 LF PERIMETER
STEP 1: 100 SF / 1.95 = 51 PLANTS
STEP 2: 51 PLANTS - (40 LF / 1.95 = 21 PLANTS) = 30 PLANTS TOTAL

PLANT SPACING

SCALE: NTS



- NOTES:
- LANDSCAPE SUBCONTRACTOR TO PROVIDE PRUNING AND FERTILIZATION FOR ALL EXISTING TREES TO BE PRESERVED BY A CITY OF LENEXA TREE MAINTENANCE LICENSED AND I.S.A. CERTIFIED ARBORIST.
 - APPLY APPROVED SLOW-RELEASE FERTILIZER INJECTED INTO SOIL BEFORE CONSTRUCTION COMMENCES AND AGAIN AFTER CONSTRUCTION IS COMPLETE.
 - ALL PRUNING OF EXISTING TREES MUST COMPLY WITH THE CITY OF LENEXA'S APPROVED PRUNING DETAIL AND IS TO BE DONE UNDER THE FIELD DIRECTION OF THE OWNER AND/OR LANDSCAPE ARCHITECT.
 - PROTECTIVE FENCING MUST BE IN PLACE BEFORE ANY CONSTRUCTION ACTIVITIES MAY COMMENCE.
 - PROTECTIVE FENCING TO BE A MIN. 4'-0" HT. EXTENDING FROM TRUNK 12" PER CALIPER INCH OF TREE (MINIMUM 5'-0"). THE OPTIMUM DISTANCE IS TO INSTALL FENCE DIRECTLY BENEATH DRIPLINE OF TREE AS SHOWN.
 - PROTECTIVE FENCING TO BE STAKED IN FIELD BY CONTRACTOR AND APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
 - DURING CONSTRUCTION, NO EXCESS SOIL, FILL MATERIAL, EQUIPMENT, LIQUIDS, OR CONSTRUCTION DEBRIS SHALL BE PLACED WITHIN THE PROTECTIVE FENCING, NOR SHALL ANY SOIL BE REMOVED FROM WITHIN THE FENCING.

689 CRAIG RD, CREVE COEUR, MO 63141




STATE OF MISSOURI
ERIC PEPA
NUMBER
A-202 1005423
ARCHITECT
EXP. 12/31/23
DATE OF SIGNATURE: 5/18/23

[illegible]

@	AT (THE RATE OF)	FD	FLOOR DRAIN	PLAS	PLASTIC LAMINATE
&	AND	FL	FLOOR	PSP	POUNDS PER SQUARE FOOT
#	NUMBER OR POUND	FT	FOOT	PT	POINT
ACT	ACOUSTIC CEILING TILE	FB	GLASS	PTD	PAINTED
OFF	ABOVE FINISHED FLOOR	GYP	GYPSUM WALLBOARD	REQ	REQUIRED
ALUM	ALUMINUM	H	HOLLOW CORE	SC	SOLID CORE
BUILD	BUILDING	HCA	HANDICAP ACCESSIBLE	ST/ST	STAINLESS STEEL
B/O	BOTTOM OF	HT	HEIGHT	SECT	SECTION
C/L	CENTER LINE	HM	HOLLOW METAL	SF	SQUARE FOOT
C/G	CEILING	INSUL	INSULATION	SY	SQUARE YARD
COL	COLUMN	JB	JUNCTION BOX	SHT	SHEET
CONC	CONCRETE	LA	LANDSCAPE ARCHITECT	STD	STANDARD
CONST	CONSTRUCTION	LAM	LAMINATE OR LAMINATED	STL	STEEL
CONT	CONTINUOUS	LAV	LAVATORY	T&B	TOP AND BOTTOM
CONTR	CONTRACT	MAX	MAXIMUM	T&G	TONGUE AND GROOVE
CPT	CARPET	MECH	MECHANICAL	THK	THICK, THICKNESS
DET	DETAIL	MO	MASONRY OPENING	TOP	TOP OF
DIA	DIAMETER	MTL	METAL	TYP	TYPICAL
DNG	DRAWING	MFG	MANUFACTURER	UNO	UNLESS NOTED OTHERWISE
DIM	DIMENSION	MIN	MINIMUM	VCT	VINYL COMPOSITION TILE
DWGS	DRAWINGS	MISC	MISCELLANEOUS	VIF	VIRIFY IN FIELD
ELECT	ELECTRICAL	NIC	NOT IN CONTRACT	W	WITH
EL	ELEVATION	NO	NUMBER	W/O	WITHOUT
EQ	EQUAL	NTS	NOT TO SCALE	W/C	WATERCLOSET
EXT	EXTERIOR	OC	ON CENTER	Y	YARD
EXIST	EXISTING	OD	OUTSIDE DIAMETER		
EXPJT	EXPANSION JOINT				

ROOM IDENTIFICATION TAG

DOOR IDENTIFICATION TAG

ELEVATION TAG

SECTION TAG

DETAIL TAG

LEGEND

- NORTH ARROW
- KEY NOTE
- ELEVATION TAG
- WALL TYPE TAG
- WALL FIRE RATING TAG
- REVISION CLOUD
- HANDICAP ACCESSIBLE
- FIRE EXTINGUISHER

NO.	NAME	DESCRIPTION
GENERAL		
1	G1-1	GENERAL BUILDING INFORMATION
2	G1-2	SITE PLAN & DETAILS
ARCHITECTURAL		
3	A-1	LEVEL 1 FLOOR PLAN
4	A-2	LEVEL 2 FLOOR PLAN
5	A-3	LEVEL 3 FLOOR PLAN
6	A-4	EXTERIOR ELEVATIONS

CONDITIONAL USE PERMIT (NFC) 7/7/23

ALLEN PEPA
ARCHITECTS

INFO@ALLENPEPA.COM
TEL: (630) 578-1105
215 FULTON ST., GENEVA, IL 60134



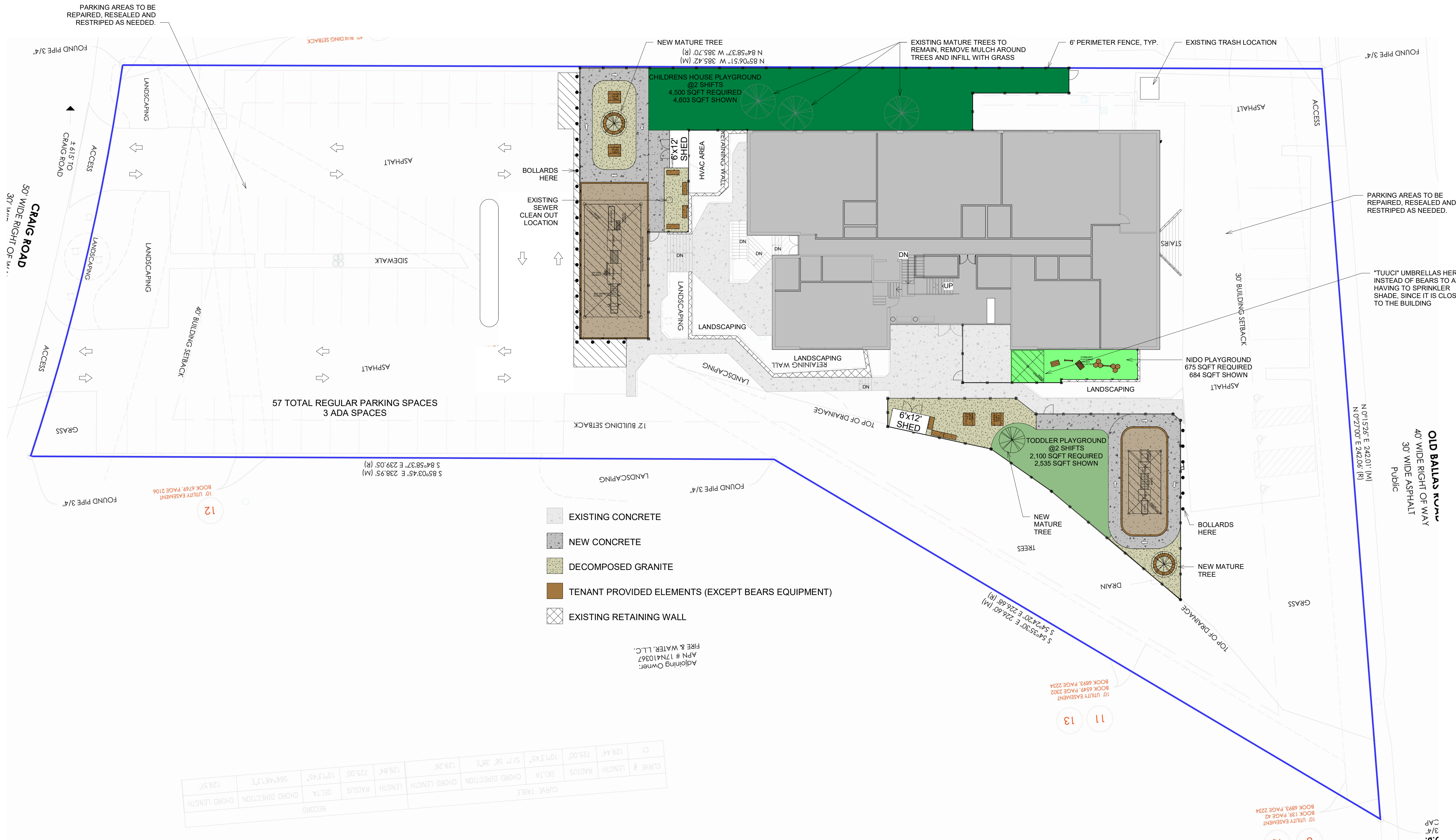
HIGHER GROUND CREVE COEUR

689 CRAIG RD, CREVE COEUR, MO 63141

Schematic Design:		
Design Development		
Bidding:		
Permit:		
ISSUE DATE:		5/18/23
POST BID/PERMIT REVISIONS		
No.	Date	Description

PROJECT NO.	23-0
DRAWN BY	
CHECKED BY	
SHEET	1 OF
GENERAL BUILDING INFORMATION	

G1-1



SITE COVERAGE COMPARISON:

EXISTING PERMEABLE SITE AREA SQFT -	23,035.78
NEW PERMEABLE SITE AREA SQFT -	24,173.19
INCREASE IN PERMEABLE AREA SQFT -	+1,137.41

NON PERMEABLE AREAS INCLUDE PARKING LOTS, CONCRETE SIDEALKS/TRIKE LOOKS, STAIRS, AND RETAINING WALLS

PERMEABLE AREAS INCLUDE GRASS AREAS, DECOMPOSED GRANITE AREAS, WOODCHIP AREAS, AND MULCH LANDSCAPE AREAS

TOTAL INTERIOR BUILDING SQFT BREAKDOWN:

PHASE 1	
1ST FLOOR SQFT:	3,220
2ND FLOOR SQFT:	8,090
TOTAL PHASE 1 SQFT:	11,310

PHASE 2/OTHER TENANT	
3RD FLOOR SQFT:	7,296

TOTAL BUILDING SQFT: 18,606

INCLUDES ALL INTERIOR WALLS

EXCLUDES ALL EXTERIOR WALLS, AND ELEVATOR/STAIR WELLS ON UPPER FLOORS

TEACHER BREAKDOWN

TOTAL STAFF: 21

STUDENT BREAKDOWN IN STEADY STATE:

NIDO STUDENTS:	09
TODDLER STUDENTS:	42
CHILDRENS HOUSE STUDENTS:	120
TOTAL STUDENTS:	171

Disclaimer: Notwithstanding the foregoing or anything else contained in this Lease, in no event shall Tenant's review and approval of the Approved Plans or any Approvals or Permits be deemed a representation by Tenant that such Approved Plans, Approvals or Permits comply with applicable Laws or the Use-Specific Construction Obligations; it being understood and agreed by Landlord that Landlord, at its sole cost and expense, is responsible for delivering the Premises in the Delivery Condition including, without limitation, obtaining all approvals and constructing the buildout of the Premises in accordance with all applicable Laws, and the regulatory requirements of any governmental authorities with respect to the Permitted Use and capacity (and the licensing requirements related hereto).

689 CRAIG RD.
CREVE COEUR MO

1 SITE PLAN
1/16" = 1'-0"



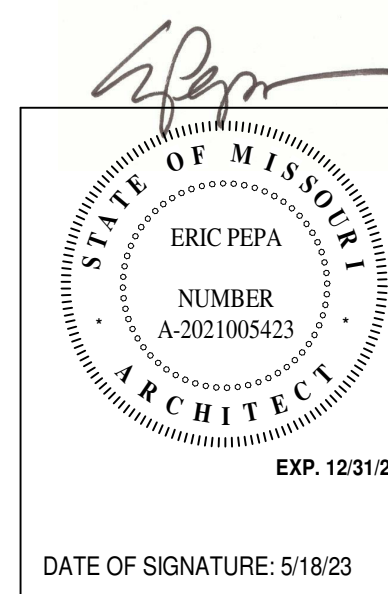
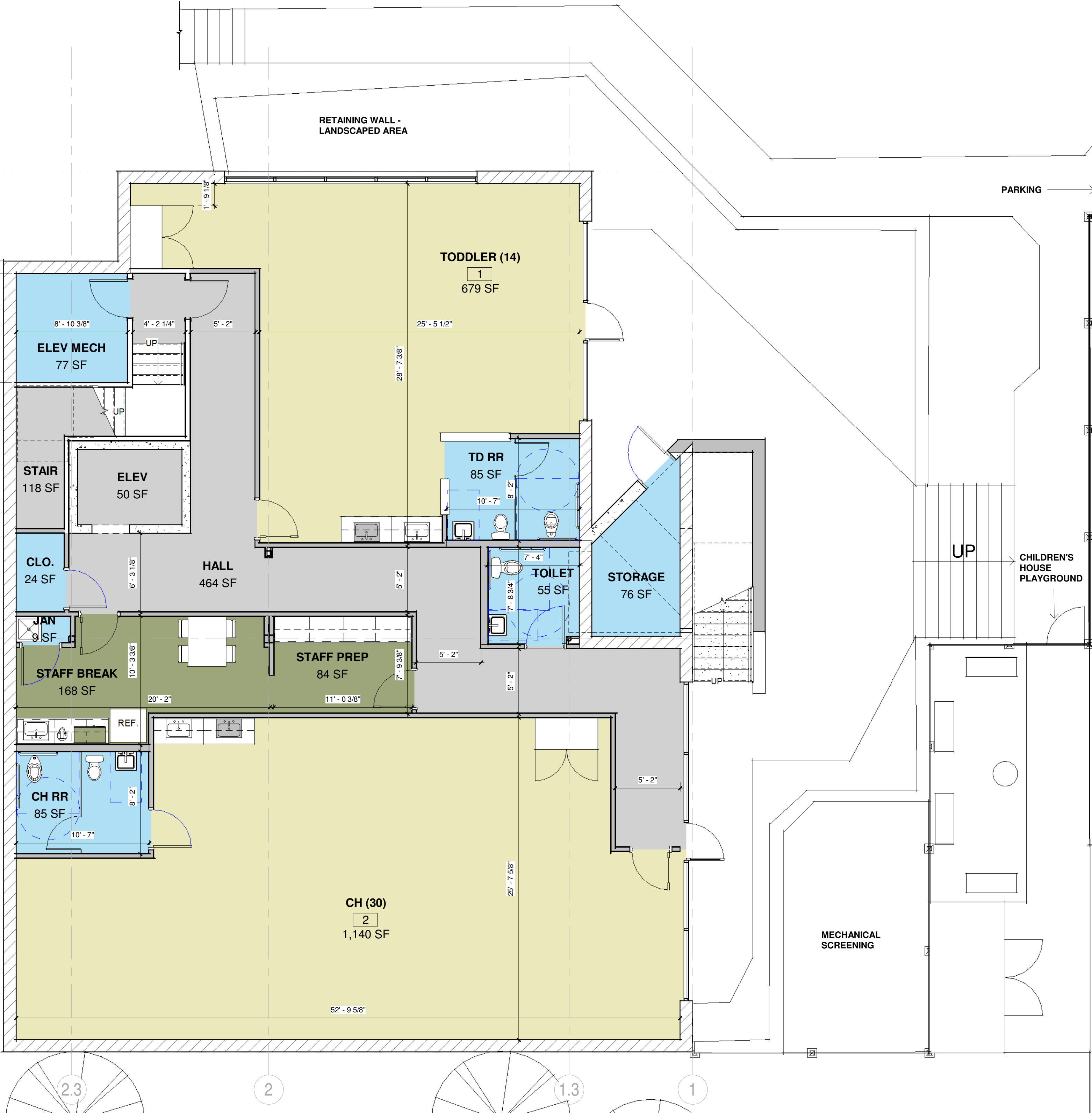
1/16" = 1'-0"

Project Number
Issue Date

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01 - CLASSROOM OCCUPANCY									
NAME	NO.	OCCUPANT LOAD FACTOR	ACTUAL AREA	# STUDENTS (ENROLLMENT)	ALLOWABLE OCCUPANT	REQUIRED AREA	HG MIN SF	HG REQ'D AREA	Comments
TODDLER (14)	1	35	679 SF	14	19.4	490 SF	48	672 SF	14 TODDLERS (24-36 MO.)
CH (30)	2	35	1,140 SF	30	32.6	1,050 SF	38	1,140 SF	30 CHILDREN (3-6 YRS.)
TODDLER (14)	3	35	665 SF	14	19.0	490 SF	48	672 SF	14 TODDLERS (24-36 MO.)
CH (30)	4	35	1,146 SF	30	32.7	1,050 SF	38	1,140 SF	30 CHILDREN (3-6 YRS.)
CH (30)	5	35	1,146 SF	30	32.7	1,050 SF	38	1,140 SF	30 CHILDREN (3-6 YRS.)
CH (30)	6	35	1,145 SF	30	32.7	1,050 SF	38	1,140 SF	30 CHILDREN (3-6 YRS.)
TODDLER (14)	7	35	677 SF	14	19.3	490 SF	48	672 SF	14 TODDLERS (24-36 MO.)
NIDO (9)	8	55	613 SF	9	11.2	495 SF	68	612 SF	9 INFANT (2 WK - 24 MO.)
TOTAL			7,211 SF	171					

1 LEVEL 1 FLOOR PLAN
3/16" = 1'-0"



CONDITIONAL USE PERMIT (NFC) 7/7/23

609 CRAIG RD, CREVE COEUR, MO 63141

LEVEL 2
FLOOR PLAN

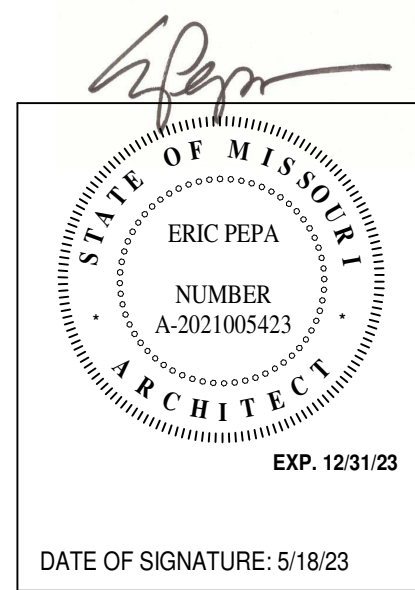
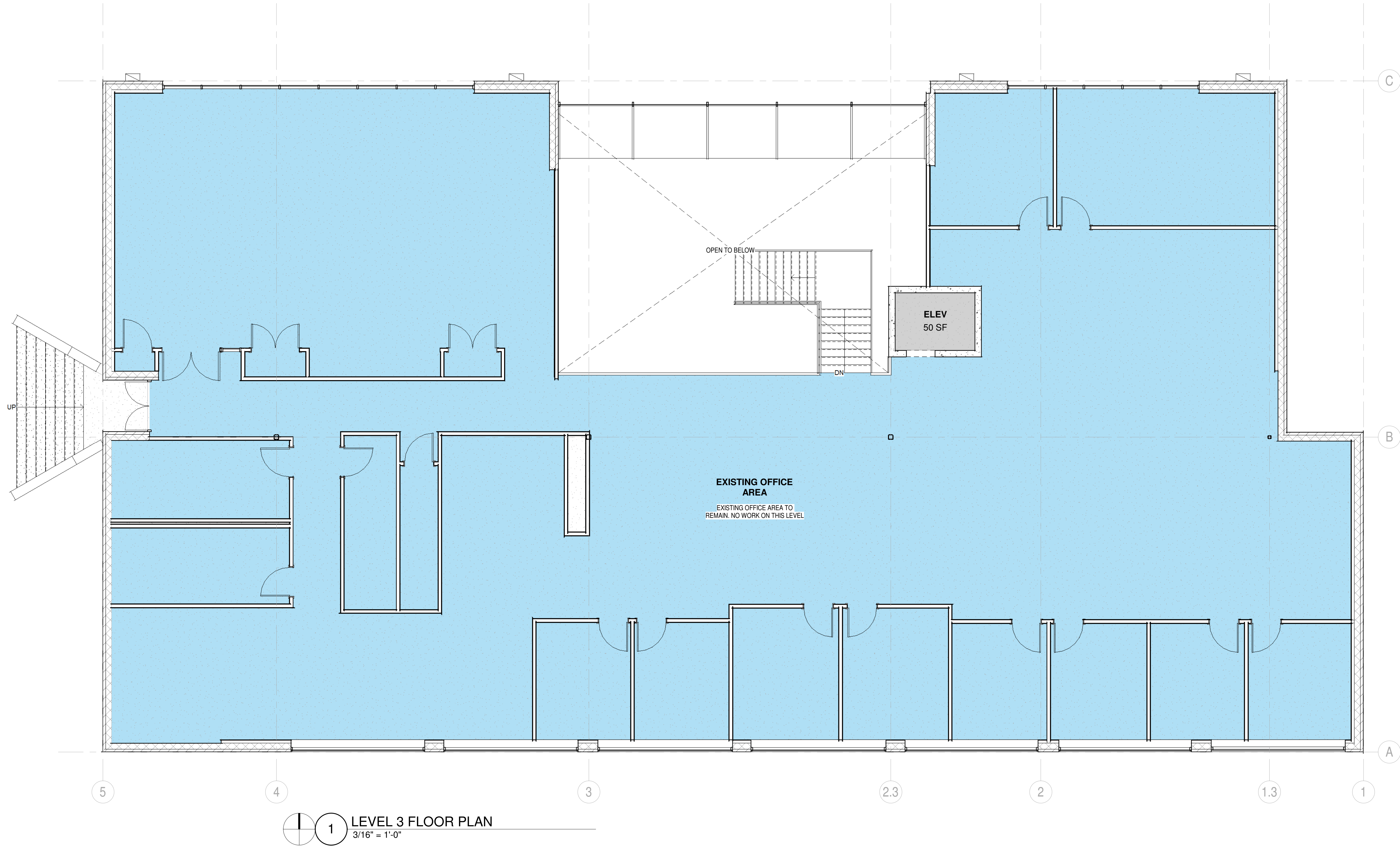
YRIGHT 7/6/2023 8:47:15 PM




STATE OF MISSOURI
ERIC PEPA
NUMBER
A-2021005423
ARCHITECT
EXP. 12/31/23
DATE OF SIGNATURE: 5/18/23

CONDITIONAL USE PERMIT (NFC) 7/7/23

C:\Users\Divya\Documents\M23-011 HG Creve Coeur, MO - Central_lakernKSSRF.rvt



CONDITIONAL USE PERMIT (NFC) 7/7/23

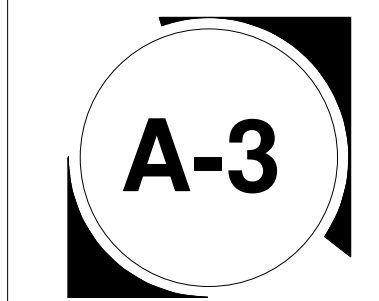
ALLEN PEPA
ARCHITECTS
INFO@ALLENPEPA.COM
TEL: (630) 576-1105
215 FULTON ST., GENEVA, IL 60134



**HIGHER GROUND CREVE
COEUR**
689 CRAIG RD, CREVE COEUR, MO 63141

Schematic Design:	
Design Development	
Bidding:	
Permit:	
ISSUE DATE:	5/18/23
POST BID/PERMIT REVISIONS:	
No.	Date Description
PROJECT NO.	23-012
DRAWN BY	Author
CHECKED BY	Checker
SHEET	5 OF 6

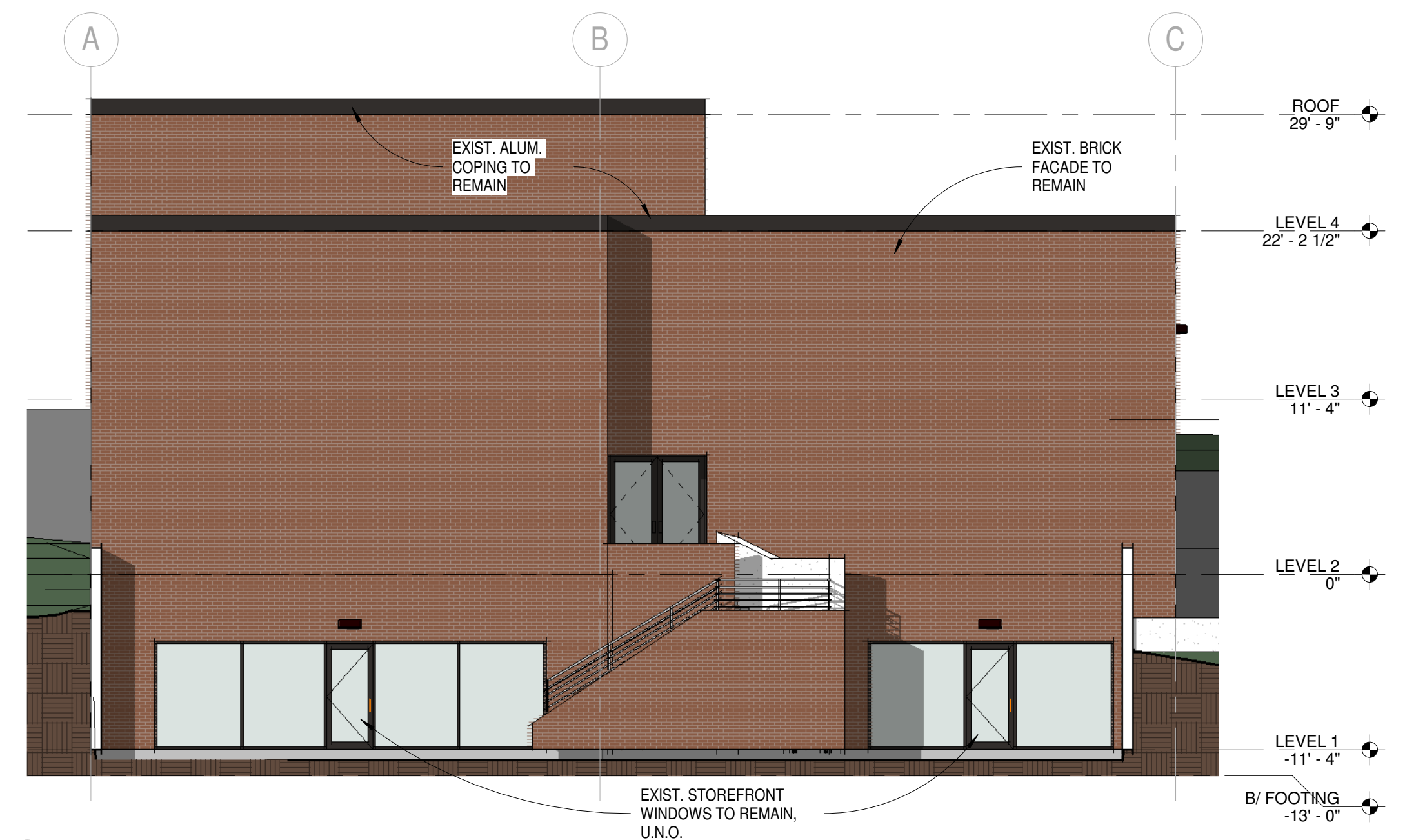
LEVEL 3
FLOOR PLAN



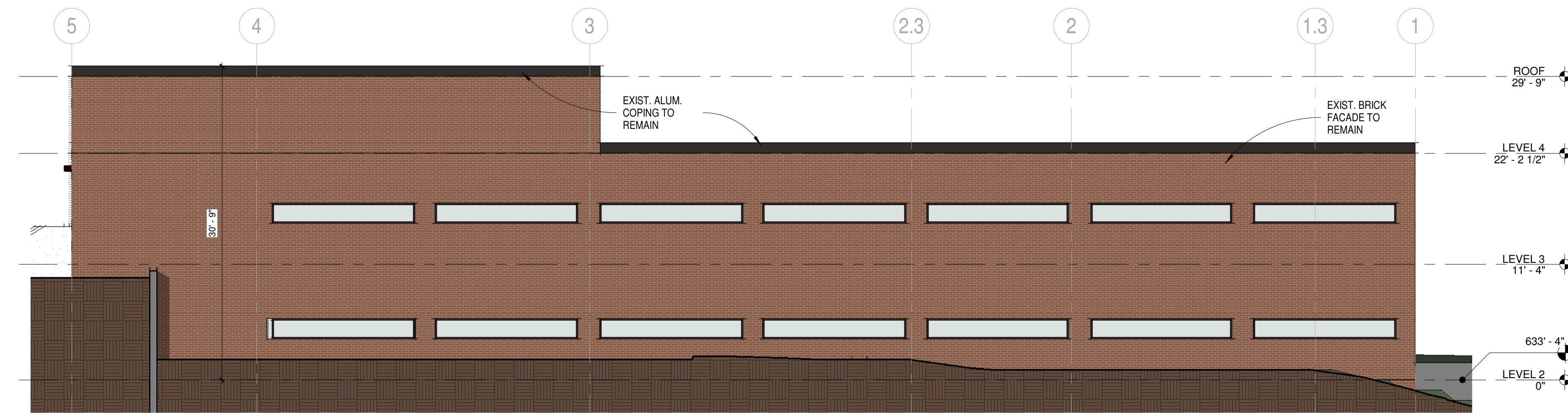
C:\Users\Divya\Documents\M23-011 HG Creve Coeur, MO - Central_lakernKSSRF.rvt



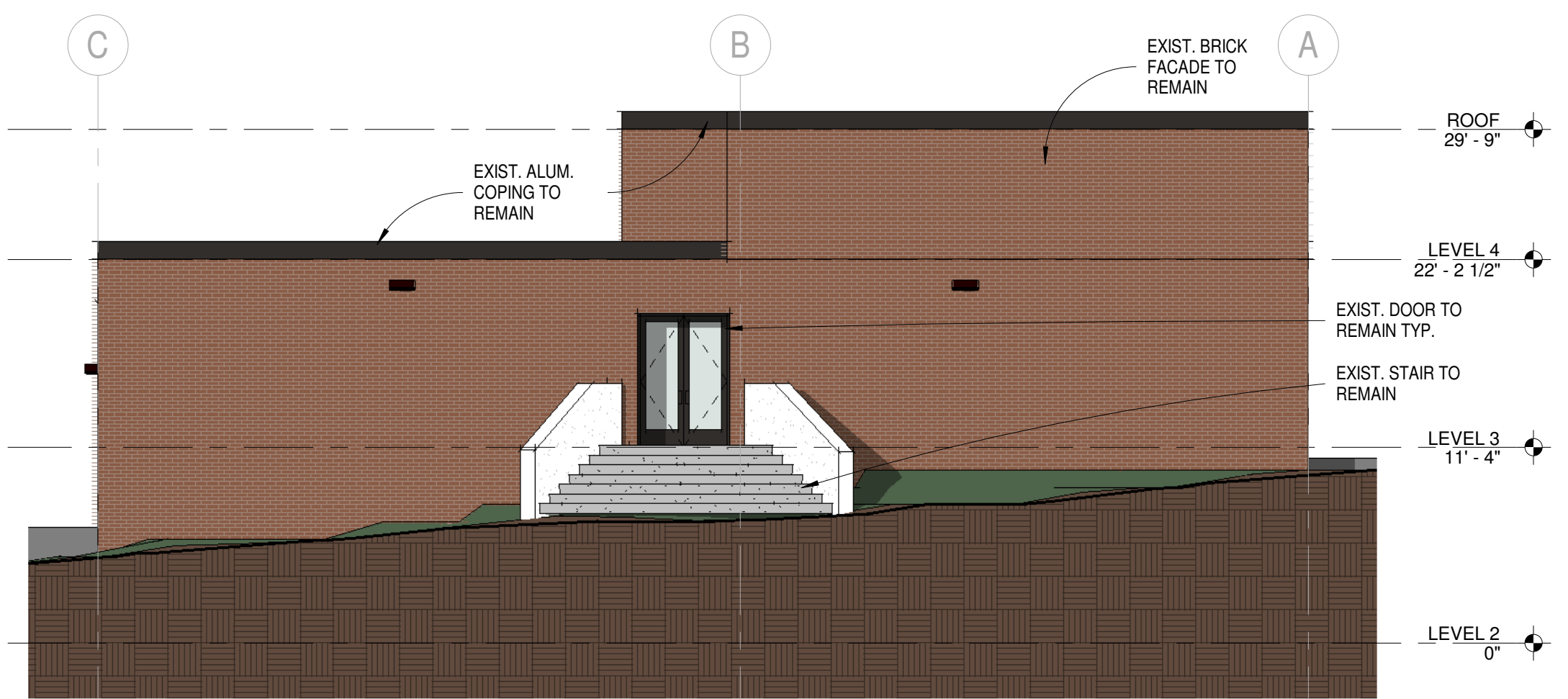
1 NORTH ELEVATION
1/8" = 1'-0"



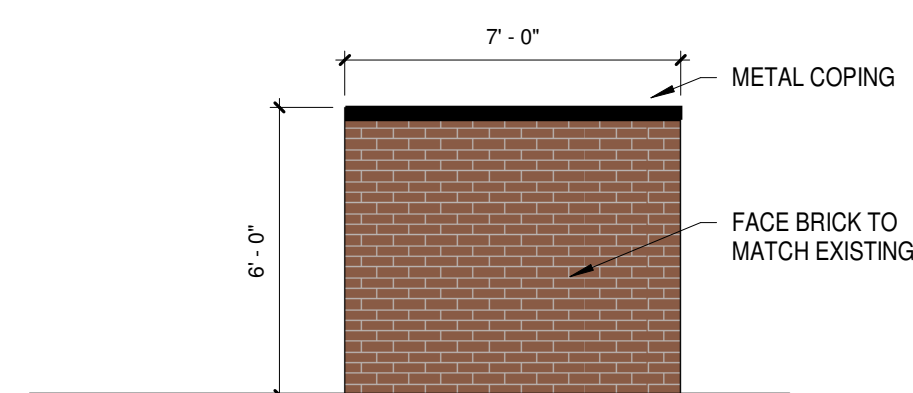
2 EAST ELEVATION
1/8" = 1'-0"



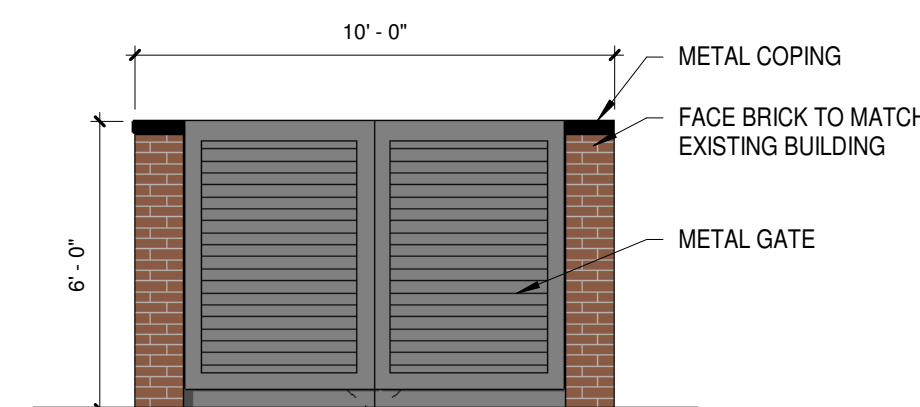
3 SOUTH ELEVATION
1/8" = 1'-0"



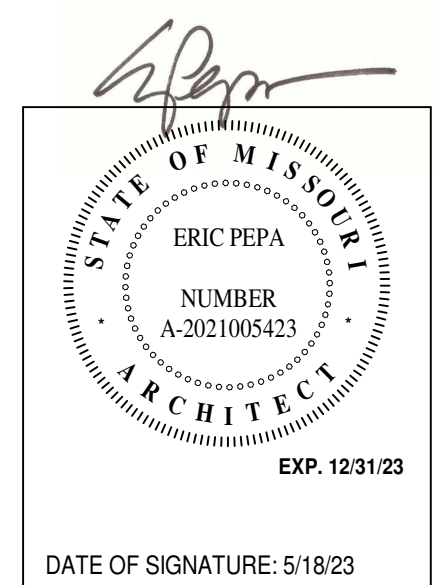
4 WEST ELEVATION
1/8" = 1'-0"



5 ELEVATION - TRASH ENCLOSURE
1/4" = 1'-0"



6 ELEVATION - TRASH ENCLOSURE
1/4" = 1'-0"



CONDITIONAL USE PERMIT (NFC) 7/7/23



7577 E. Main St, Lima, NY 14485
877-807-7529 (p) 585-624-7590 (f)
info@bearsplaygrounds.com

Guidepost Montessori
at Eagan
4250 Lexington Ave S
Eagan, MN 55123

Jarrett Wallace | jwallace@tohigherground.com
678-231-2332
Ben Udell | budell@murphyres.com
847-345-2827 (C) | 312-625-1382 (O)
Chris Horney | Chorney@murphyres.com
Dylan Fuller | Dylan@buildgpc.com
Elliott Duy | Elliott@buildgpc.com
815-790-1155 (C) | 630-556-4161(O)

CPSC now recommends a minimum of 9" of loose fill safety surfacing material be installed and maintained in the use zone for safety. Safety surfacing package is to be "by others" unless specially included for an optional extra charge at the time of order. Acceptance of this proposal means that you accept Bears Playgrounds terms and conditions as described on the web site www.bearsplaygrounds.com.
The Americans with Disabilities Act (ADA) may require that you make your park and / or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you. For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas. Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
Not all equipment may be appropriate for all children, even when designed for a target age group. To avoid injury you should closely supervise and participate in the child's use of this equipment, especially while learning to use it. Proper supervision is required.

DESIGN NOT EXACTLY AS PICTURED



Designed by: Trey Socash
Certified Playground Safety Inspector

6-14-2023 Drawing 1

Proudest Monkey Village,
Little Lumberjack Village

BEST AGES 2-5 years
BEST AGES 6-23 months

custom. nature inspired. cedar log playgrounds.



BEARS
bearsplaygrounds.com



Bears Playgrounds' nature-inspired products and natural materials help stimulate a child's imagination and enthusiasm for outdoor play. Their products facilitate learning, help build social skills, create opportunities for exercise, and by virtue of unique designs and materials, provide children with a connection to nature.

Bears Playgrounds' products are strong and durable, however, **there are natural aesthetics of real log products of which you should be aware.** Cedar logs have a fat end and a skinny end like a tree (instead of a manufactured dowel), **they have gorgeous wood grain, checking, knots, crooks, grooves, curves, even the occasional stubborn piece of bark, etc.** Those who are familiar with log construction know that it is subject to the natural process of "checking".



Checking, or cracks, occur across or through the growth rings as they release moisture. This is a natural process and is common to all wood species. Checking is not a defect in the wood; it does not diminish the quality, durability, safety, or the structural integrity. Instead, it is considered a part of the log's rustic natural look and adds to the uniqueness of each piece.

Your products will have checking!

We want to ensure your satisfaction with these nature-inspired products. Please call us with any questions, suggestions, or concerns.

877-807-7529

info@bearsplaygrounds.com

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO ORDINANCE NUMBER 5581 AND
AUTHORIZING REVISED SIGNAGE FOR THE KIA DEALERSHIP AT 1025 NORTH
LINDBERGH BOULEVARD WITHIN THE LOU FUSZ AUTOMOTIVE NETWORK**

WHEREAS, an application was submitted by Joe Phillips, of Piros Signs, for an amendment to the Master Sign Plan for the Lou Fusz Automotive Network of Dealerships located at 925 and 1025 N. Lindbergh Boulevard and 10329 and 10383 Old Olive Street Road as authorized in Ordinance Number 5581, in the GC-General Commercial Zoning District to allow revised signage for the property located at 1025 North Lindbergh Boulevard and

WHEREAS, City Council approved Ordinance Number 5581 on April 23, 2018 authorizing as an alternative to what would otherwise be allowed, a comprehensive plan of signage for the Lou Fusz Automotive Network pursuant to Section 405.950.J of the City of Creve Coeur's Code of Ordinances; and

WHEREAS, all new or altered signage on the campus shall not substantively depart from the Master Sign Plan, unless approved by the City of Creve Coeur based upon the recommendation of the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission of the City of Creve Coeur, Missouri, held a public hearing thereon at the Creve Coeur Government Center on July 17, 2023, beginning at 6:00 p.m., or immediately following the close of the previous public hearing; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a vote of 6-0 recommended approval of the subject amendment at its meeting on July 17, 2023; and

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

WHEREAS, all persons who presented themselves at said meeting and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council; and 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: A Master Sign Plan amendment is approved for the Lou Fusz Automotive Network for the Kia Dealership at 1025 N. Lindbergh Boulevard, in the GC-General Commercial zoning district whose legal description is as follows:

Legal Description for Kia Site

A tract of land in the Northwest ¼ of Section 1 Township 45 North Range 5 East being more particularly described as follows: Beginning at the intersection of the West line of property conveyed to Willow Brook Construction Co. by deed recorded in Book 5311 page 19 of the St. Louis County Records with the North line of Old Olive Street Road 60

feet wide; thence North 0°16' East along the West line of said Willow Brook Construction Co. property, a distance of 339.77 feet to a point in the South line of property conveyed to Gordon Wolff by deed recorded in book 5490 page 449 of the St. Louis County Records; thence South 89° 23' East along the South line of said property conveyed to Gordon Wolff a distance of 12 feet to the Southeast corner of said Wolff property; thence Northwardly along the East line of said Wolff property a distance of 58.08 feet to a point in the South line of property conveyed to Harry J. Talbot and wife by deed recorded in Book 2446 page 41 of the St. Louis County Records; thence North 0° 16' 20" East a distance of 112 feet; thence South 89° 28' East a distance of 431.61 feet to a point in the West line of Lindbergh Boulevard, 100 feet wide; thence Southwardly along the West line of Lindbergh Boulevard, along the arc of a curve to the left, having a radius of 1959.85 feet a distance of 247.75 feet; thence continuing along the West line of Lindbergh Boulevard South 1° 56' west a distance of 278.20 feet to a point; thence South 48° 39' 30" West a distance of 27.42 feet to a point in the North line of Old Olive Street Road; thence North 84° 37' West along the North line of Old Olive Street Road, a distance of 393.80 feet to the point of beginning, according to a survey thereof executed by Jack L. Norman, Surveyor, during the month of July 1964.

Section 2: Such approval of the Master Sign Plan amendment for the Lou Fusz Kia Dealership shall be subject to the following conditions:

1. The Applicant shall follow the Master Signage Plan approved April 23, 2018, as Ordinance No. 5581, for all new or altered signage on the campus as approved by the City of Creve Coeur, except Ordinance 5581 shall be amended to allow for the updated signage for the Kia dealer at 1025 N. Lindbergh Boulevard as proposed in the Applicant's Materials submitted June 6th, 2023 and July 11th, 2023. All other conditions of Ordinance No. 5581 remain in effect. 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.
2. The Applicant shall submit sign permit applications with structural engineering information showing that it meets with the Building Code for wind and show loads for the proposed signage per the materials submitted June 6, 2023 and July 11, 2023.
3. The applicant shall submit a final landscaping plan for the low monument sign.
4. The applicant shall work with staff to determine that the appropriate landscaping irrigation is present on site.

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

ADOPTED THIS ____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF CITY COUNCIL

BILL NO. 6076

ORDINANCE NO. _____

APPROVED THIS ____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK



city of CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141

(314) 432-6000 • Fax (314) 872-2539

APPLICATION TO PLANNING AND ZONING COMMISSION #23-021: AN APPLICATION FOR AN AMENDMENT TO THE LOU FUSZ MASTER SIGN PLAN TO INCLUDE UPDATED SIGNAGE FOR THE KIA DEALERSHIP LOCATED AT 1025 N. LINDBERGH

FOR THE MEETING OF: Monday, July 17, 2023

LOCATION: 1025 N. Lindbergh Boulevard, zoned GC-General Commercial District

REQUEST: Joe Phillips, of Piros Signs, has submitted an application for an amendment to the Master Sign Plan for Lou Fusz Automotive Network. The request is to accommodate the new corporate design standards for Kia branding. Existing Kia branding will be replaced with the new logo including attached signs and a new low monument sign. The request will amend the Master Sign Plan for the property located at 1025 North Lindbergh in the "GC" General Commercial zoning district. The Master Sign Plan was approved on April 23, 2018. Section 405.955 Master Signage Plans are subject to the recommendation of the Planning and Zoning Commission and approval of the City Council.

ADDITIONAL INFORMATION: Section 405.950(J) Master Sign Plans provides for the flexibility to approve additional signs for planned developments and large residentially zoned institutional campus developments of three or more buildings with a minimum of ten acres, subject to certain requirements and conditions. 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: Joe Phillips
Piros Signs
1818 Old State Road M
Barnhart, MO 63012

Key Issues:

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

Comprehensive Plan References

- Mixed Use Innovation Campus Place Type

Zoning Code References

- Section 405.360 "GC" General Commercial District
- Section 405.955: Master Signage Plans



REPORT PREPARED BY:

Bethany L. Moore, City Planner

DATE:

7/11/2023

ATTACHMENTS:

Applicant's Materials received June 6, 2023 and July 11, 2023, Draft Ordinance

BACKGROUND AND MASTER SIGN PLAN AMENDMENT PROPOSAL

The Lou Fusz Automotive Network received approval for the current Master Sign Plan in 2018 after the incorporation of the Kia brand. The Lou Fusz Automotive Network consists of 925 and 1025 N. Lindbergh, 10329 Old Olive Street Road, and 10383 Old Olive Street Road. This proposal is to amend the existing Master Sign Plan to accommodate the updated branding for Kia as well as replacing an existing Kia low monument sign. The proposed new signs include replacing the North (front) elevation and West elevation wall signs with new signs in the same location with the same wording including the new branding and replacing the existing low monument sign with a larger low monument sign. Several of the signs are larger than what was approved in the original Master Sign Plan and with the change in branding, Staff recommended an amendment to the Master Sign Plan for consistency and Planning and Zoning Commission approval.

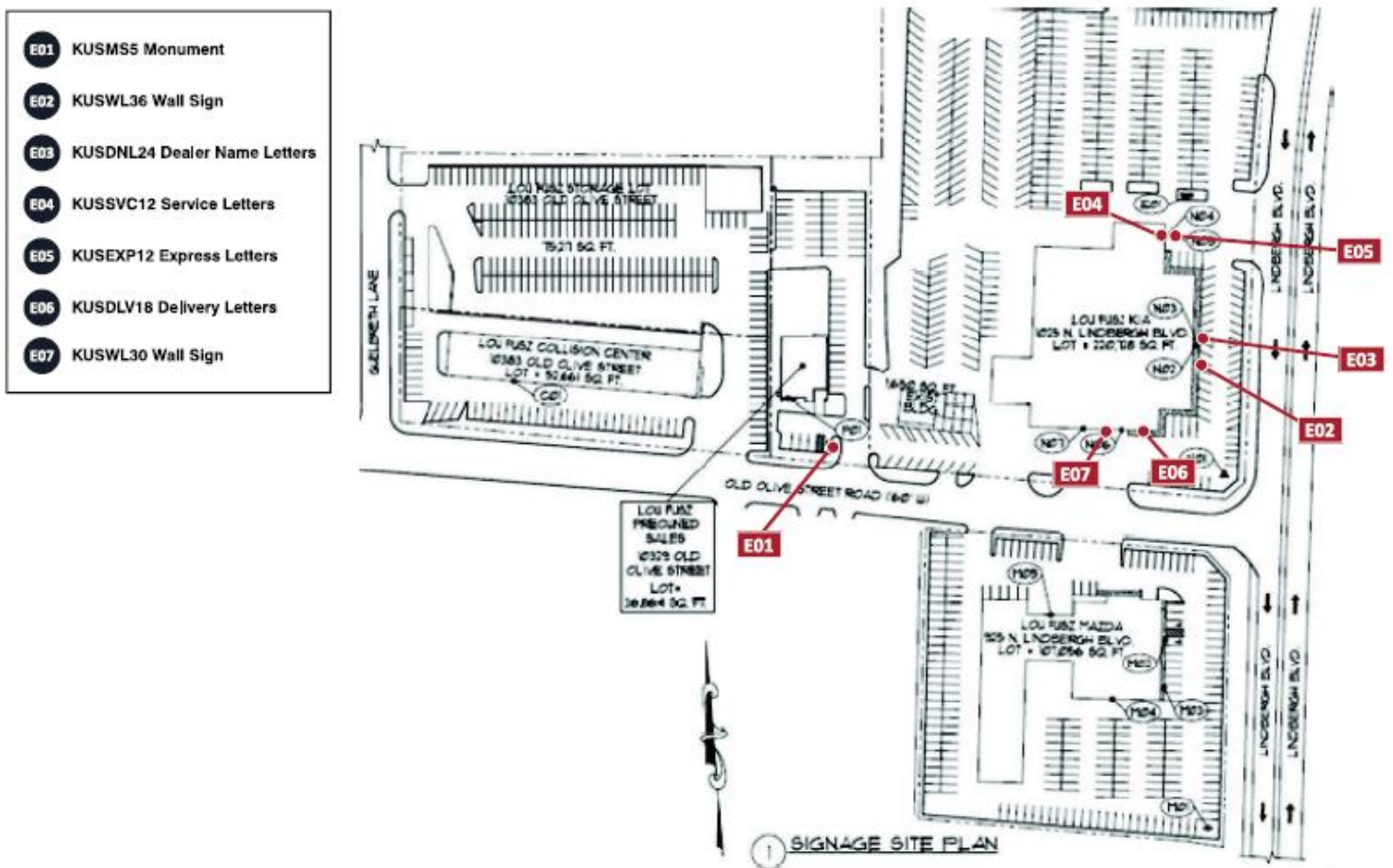


Figure 1: Site Plan for updated signage at 1025 N. Lindbergh Boulevard.

Building Signs

North (front) Elevation

The sign plan amendment proposes to replace the “Kia, Lou Fusz” signs at the main entrance with new signs that incorporate the new Kia branding. Aside from the new Kia branding, the font of the proposed signs matches that of the existing. The proposed signs will be a total of 84.03 ft² of sign area while the existing signs being replaced had a total of roughly 45 ft² of signage area. Although the proposed signage is almost twice as large as the existing signage, the size of the signage does not appear to be out of scale for the building. The proposed signage color will be a metallic aluminum which is a change from the black letters of the existing signage. The signage on the north elevation above the service area will also be updated with signage featuring the new metallic aluminum color in the same font. The new signage will be just slightly smaller than the existing signage at 5.47 ft² for the “Service” sign and 5.84 ft² for the “Express” sign. All signage consists of channel letters in matching font.

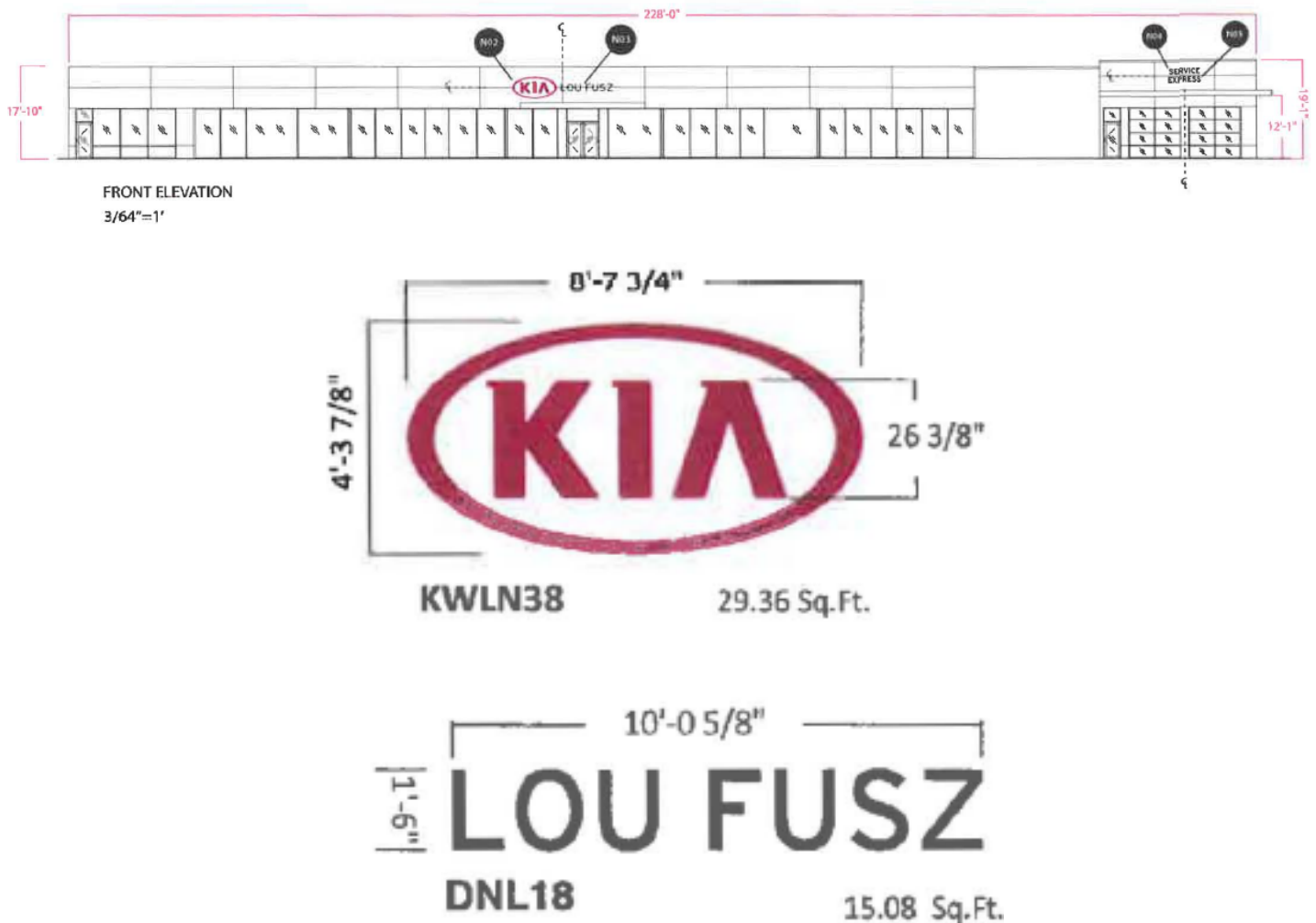


Figure 2: Previously approved North elevation wall signs.

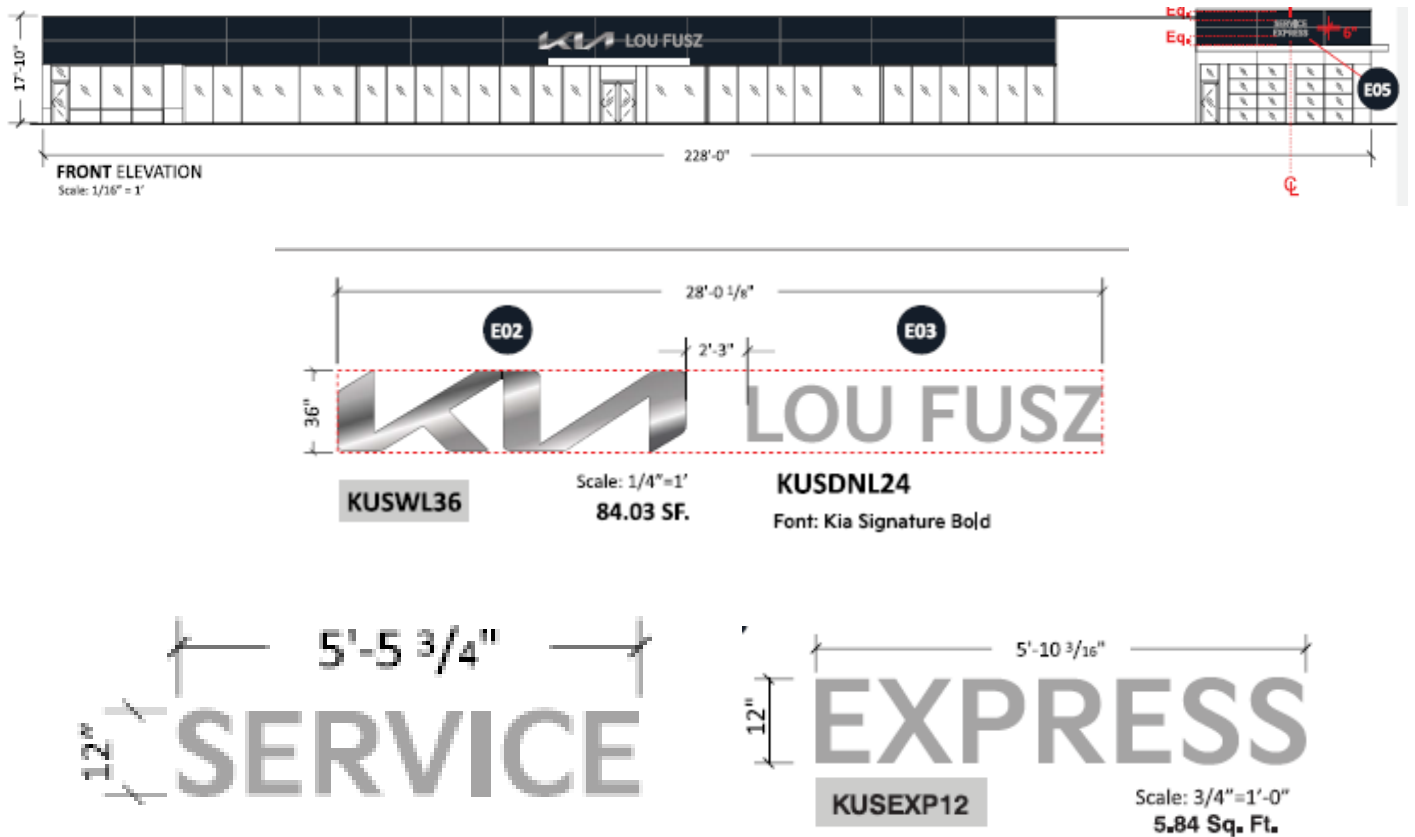


Figure 3: Proposed signage for the north elevation.

West Elevation

The proposed signage for the west elevation includes two wall signs, one "Kia" logo sign at 29.36 ft² and one "Delivery" sign at 15.23 ft² to replace two existing signs which are slightly larger. The proposed signs are in the same location and wording as existing and will include the new Kia branding and metallic aluminum color to match the front elevation.

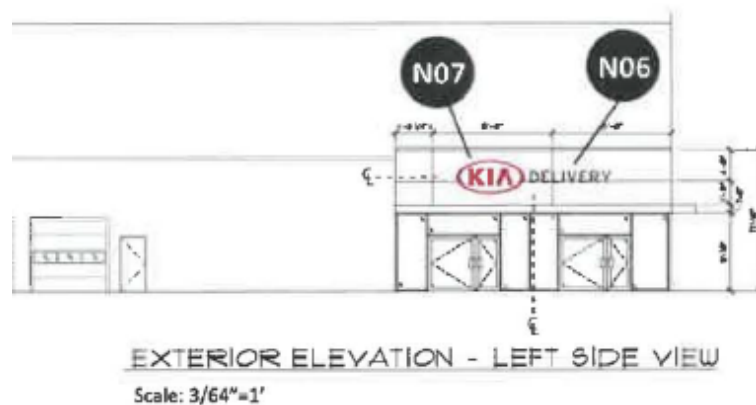


Figure 4: Previously approved south elevation wall signage.

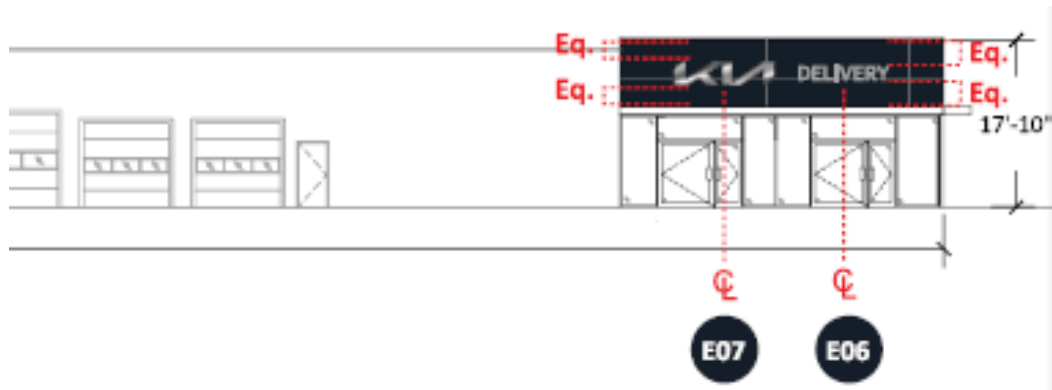


Figure 5: Proposed west elevation wall signage.

Low Monument Sign

The existing low monument sign for Kia is approximately 5 feet in height and 24 ft² in signage area. It features the old red and white “Kia” branding and is not illuminated. There is currently no landscaping around the base. The applicant proposes to remove the existing low monument sign and replace it with a similarly sized sign featuring the black and metallic aluminum colors of the new branding. The proposed sign will be 5 feet in height and the two sign faces will be 26.71 ft² with backlit illumination. The base of the sign will be solid and will match the building. The requirements for low monument signs in Section 405.950 state that landscaping around the base should equal 2.5 times the square footage of the sign face. Staff have discussed this requirement with the applicant and a condition of approval for a final landscaping plan for the sign base has been added.

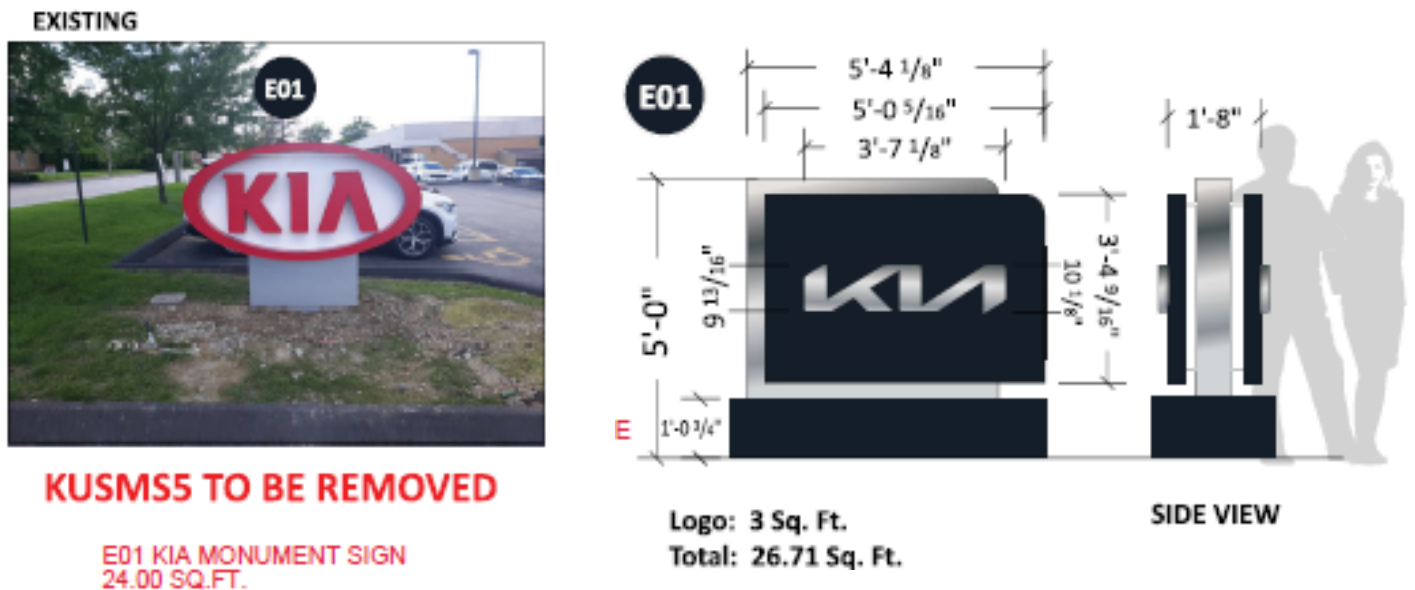


Figure 6: Existing monument sign on left and proposed monument sign on right.

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

DIRECTION	USE	ZONED	SEPARATED BY
North	Commercial	GC-General Commercial	N/A
South	Commercial	GC-General Commercial	Old Olive Street Road
East	Commercial	GC-General Commercial	N. Lindbergh Boulevard
West	Commercial	GC-General Commercial	N/A

COMPREHENSIVE PLAN REVIEW

The Lou Fusz Automotive Network is located within the Mixed-Use Innovative Campus Place Type of the *Creve Coeur 2030 Plan*, which is intended for the development of office, laboratory, institutional, and research buildings for the biotech industry, supported by diverse housing options, active uses, and other community amenities.

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

The proposed signs are well-designed, consistent within the site and of a similar style to the existing signage in the approved Master Sign Plan. Staff finds that the existing and proposed signage is in keeping with the Design Guidelines and the Comprehensive Plan and should not have a negative impact on the adjacent properties.

ZONING CODE REVIEW

All signs within the City are regulated under Article VIII of the Zoning Ordinance. The purpose of the Sign Regulations is 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.

Section 405.955 *Master Sign Plans* provides that with the intent to allow flexibility in the design of planned developments and large campus developments 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 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.

FORM OF THE DRAFT ORDINANCE

Should the Commission find Lou Fusz Kia's Master Sign Plan amendment reasonable, attached is a draft ordinance that contains the following customary conditions:

- Ordinance 5581 shall be amended to allow for the updated signage for the Kia dealer at 1025 N. Lindbergh Boulevard as proposed in the Applicant's Materials submitted June 6th, 2023 and July 11th, 2023.
- The Applicant shall submit sign permit and/or building permit applications for the proposed signage.
- The Applicant shall submit a final landscape plan for the low monument sign.

CONCLUSION AND ACTION

If the Planning and Zoning Commission finds that the Master Sign Plan amendment proposal for the Lou Fusz Kia Automotive Campus is consistent with the purpose and requirements of Article VIII, a recommendation to the City Council for approval is necessary. Action on the proposal will come in the form of a recommendation of approval, approval with conditions, or denial. The following is an example of an appropriate motion for this application:

"I move to recommend approval of the Master Signage Plan amendment for the Lou Fusz Kia Automotive Campus, submitted with Application #23-021, subject to the conditions contained in the draft ordinance attached to the staff report for the meeting of July 17, 2023" (conditions may be added, eliminated, or modified by separate motion).

APPENDIX 1: COMPREHENSIVE PLAN AND DESIGN GUIDELINES

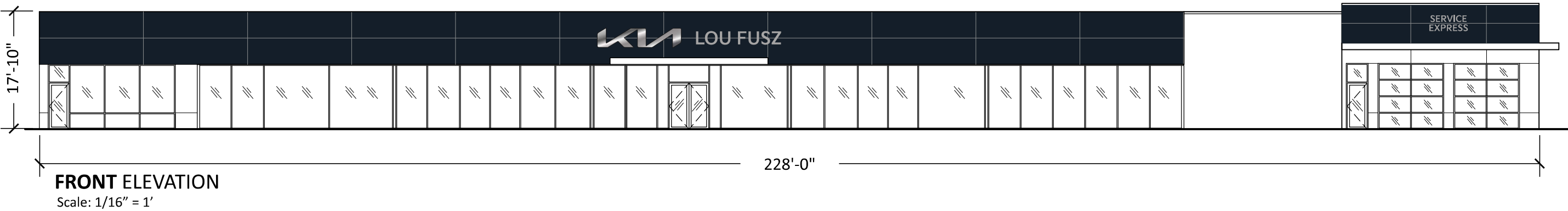
Included and attached by reference.

APPENDIX 2: ZONING CODE

Included and attached by reference.



KIA Dealer Identity Program



MO003 Lou Fusz Kia - New Image

1025 N Lindbergh, St Louis, MO 63132

Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

Project ID

JH2-44497

Date: 05-17-2022
Scale: Noted
Sales: E. Mackle
Designer: C.Miramontes

Rev. #: R8 CAM
Date: 10-13-2022

Revision Note:
Revised elevation to reflect KUSWL36 + KUSDNL24

Missing Information

Required:

Electrical

☒ 120V ☐ 347V
☐ Other _____

Customer Approval

Signature _____

MM/DD/YYYY _____

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

All rights reserved. The artwork depicted herein are copyright and are the exclusive property of Pattison Sign Group and as such cannot be reproduced in whole or in part without written permission by Pattison Sign Group.

MO003
Lou Fusz Kia
1025 N Lindbergh
St Louis, MO 63132

Sign Item

Cover Page
Page 164 of 266

SMALL MONOLITHS / MONUMENTS

KUSMS5

Black edge always toward street >

E01

5'-4 1/8"

5'-0 5/16"

3'-7 1/8"

5'-0"

9 13/16"

10 1/8"

3'-4 9/16"

1'-0 3/4"

Logo: 3 Sq. Ft.

Total: 26.71 Sq. Ft.

Scale: 3/8"=1'

SIDE VIEW

1'-8"

Colors

Black KIA ACM – Kia Midnight Black

Metallic Silver KIA ACM – Alfrex Exotic Mica

Accent Lighting Lens – 7328 White

LED – 7100K White Illumination

Specifications

Cladding – 4MM KIA Black and Metallic Silver ACM

Accent Lighting – 7100K LED illumination with 7328 White Polycarbonate Lens

KIA Wordmark – Milled Aluminum and Plastic

“Sandwich” Design with 7100K LED illumination thru edge of filler

Black edge always toward street >

MONUMENT SIGN BASE TO BE OF A SOLID ALUMINUM MATERIAL AND POLE WILL NOT BE EXPOSED.

EXISTING



KUSMS5 TO BE REMOVED

E01 KIA MONUMENT SIGN
24.00 SQ.FT.

NOTE: PSG to remove and scrap existing monument. Will attempt to reuse existing foundation. Dealer to provide electrical prior to installation.

Note: Size of signage in relation to the surrounding area is approximate. This photo mock-up is intended for location purposes only. A site survey is required.

Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

Project ID

JH2-44497

Date: 05-17-2022
Scale: Noted
Sales: E. Mackle
Designer: C.Miramontes

Rev. #: R1 CAM

Date: 05-24-2022

Revision Note:
Revised monument to KUSMS5 per code.
Added "KUSMS5" to existing pylon photo note.

Missing Information

Required:

 Electrical

☒ 120V ☐ 347V
☐ Other _____

Customer Approval

Signature

MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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MO003
Lou Fusz Kia
1025 N Lindbergh
St Louis, MO 63132

Sign Item

E01

Project ID

JH2-44497

Date: 05-17-2022
Scale: Noted
Sales: E. Mackle
Designer: C.Miramontes

Rev. #: R8 CAM
Date: 10-13-2022

Revision Note:
Revised E02 to KUSWL36
and E03 to KUSDNL24 and
boxed in as single sign

Missing Information

Required:

Electrical

☒ 120V ☐ 347V
☐ Other _____

Customer Approval

Signature _____
MM/DD/YYYY _____

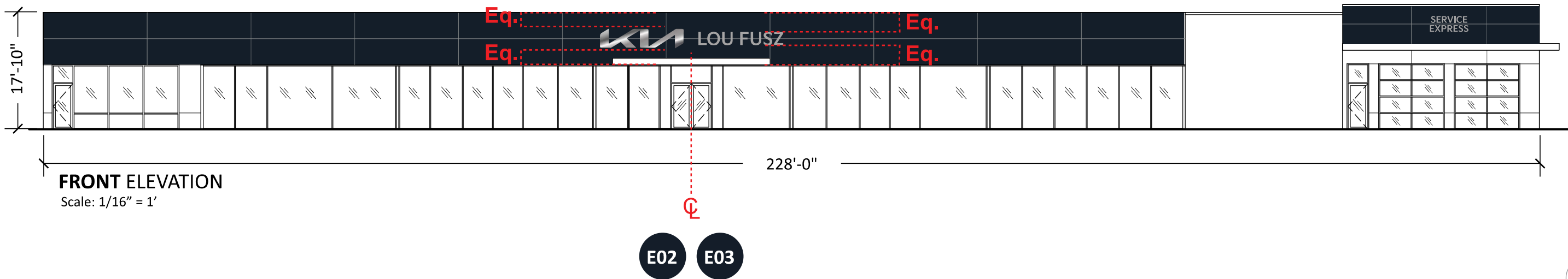
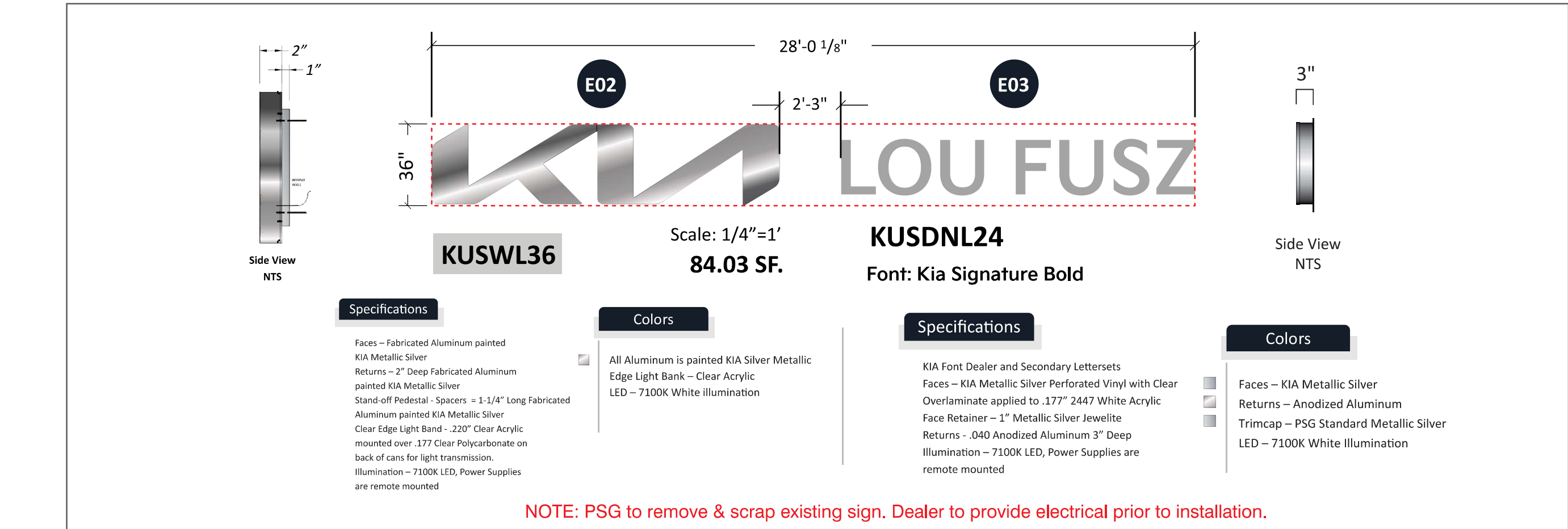
It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

All rights reserved. The artwork depicted herein are copyright and are the exclusive property of Pattison Sign Group and as such cannot be reproduced in whole or in part without written permission by Pattison Sign Group.

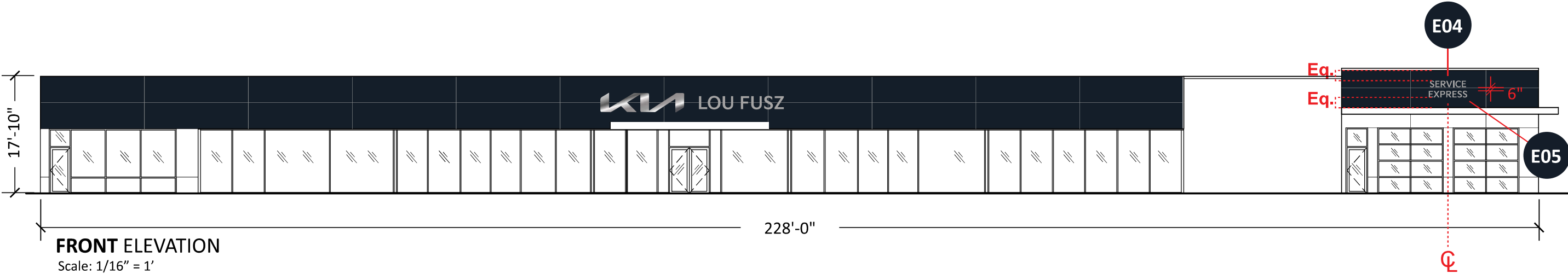
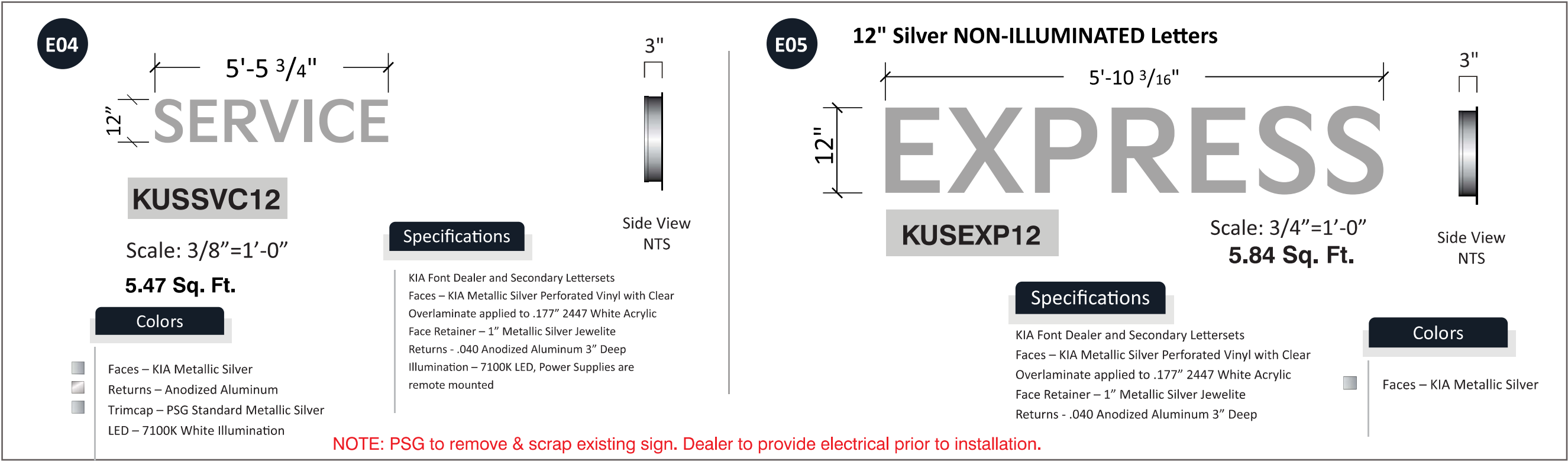
MO003
Lou Fusz Kia
1025 N Lindbergh
St Louis, MO 63132

Sign Item

E02 E03
Page 166 of 266



Note: Size of signage in relation to the building is approximate. This photo mock-up is intended for location purposes only and may not accurately represent the scale of the proposed signage to the building. A site survey is required.
Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.



Note: Size of signage in relation to the building is approximate. This photo mock-up is intended for location purposes only and may not accurately represent the scale of the proposed signage to the building. A site survey is required.

Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

Project ID	
JH2-44497	
Date:	05-17-2022
Scale:	Noted
Sales:	E. Mackle
Designer:	C.Miramontes

Rev. #:	R10 CAM
Date:	03-06-2023

Revision Note:

Revised E04 to KUSSVC12

Missing Information

Required:

Electrical

☒ 120V

☐ 347V

☐ Other _____

Customer Approval

Signature

MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

All rights reserved. The artwork depicted herein are copyright and are the exclusive property of Pattison Sign Group and as such cannot be reproduced in whole or in part without written permission by Pattison Sign Group.

MO003

Lou Fusz Kia

1025 N Lindbergh

St Louis, MO 63132

MO003
Fusz Kia
N Lindbergh
s, MO 63132

REMOVALS

E02 KIA SIGN
29.36 SQ.FT.

E03 LOU FUSZ
15.08 SQ.FT.

E04 SERVICE
5.83 SQ.FT.

E05 EXPRESS
6.19 SQ.FT.

E06 DELIVERY
15.53 SQ.FT.

E07 KIA SIGN
29.36 SQ.FT.



NOTE: PSG to remove & scrap existing sign.
Dealer to provide electrical prior to installation



NOTE: PSG to remove & scrap existing sign.
Dealer to provide electrical prior to installation



NOTE: PSG to remove & scrap existing sign.
Dealer to provide electrical prior to installation



NOTE: PSG to remove & scrap existing sign.

Note: Size of signage in relation to the building is approximate. This photo mock-up is intended for location purposes only and may not accurately represent the scale of the proposed signage to the building. A site survey is required.
Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

Project ID

JH2-44497

Date: 05-17-2022
Scale: NTS
Sales: E. Mackle
Designer: C.Miramontes

Rev. #: R9 CAM
Date: 01-04-2023

Revision Note:
Removed E08 from book

Missing Information

Required:
Final dimensions subject to site survey and/or technical specifications.

Electrical

☐ 120V ☐ 347V
☐ Other _____

Customer Approval

Signature

MM/DD/YYYY

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

All rights reserved. The artwork depicted herein are copyright and are the exclusive property of Pattison Sign Group and as such cannot be reproduced in whole or in part without written permission by Pattison Sign Group.

MO003
Lou Fusz Kia
1025 N Lindbergh
St Louis, MO 63132

Sign Item

Removals
Page 169 of 266

- E01

KUSMS5 Monument
- E02

KUSWL36 Wall Sign
- E03

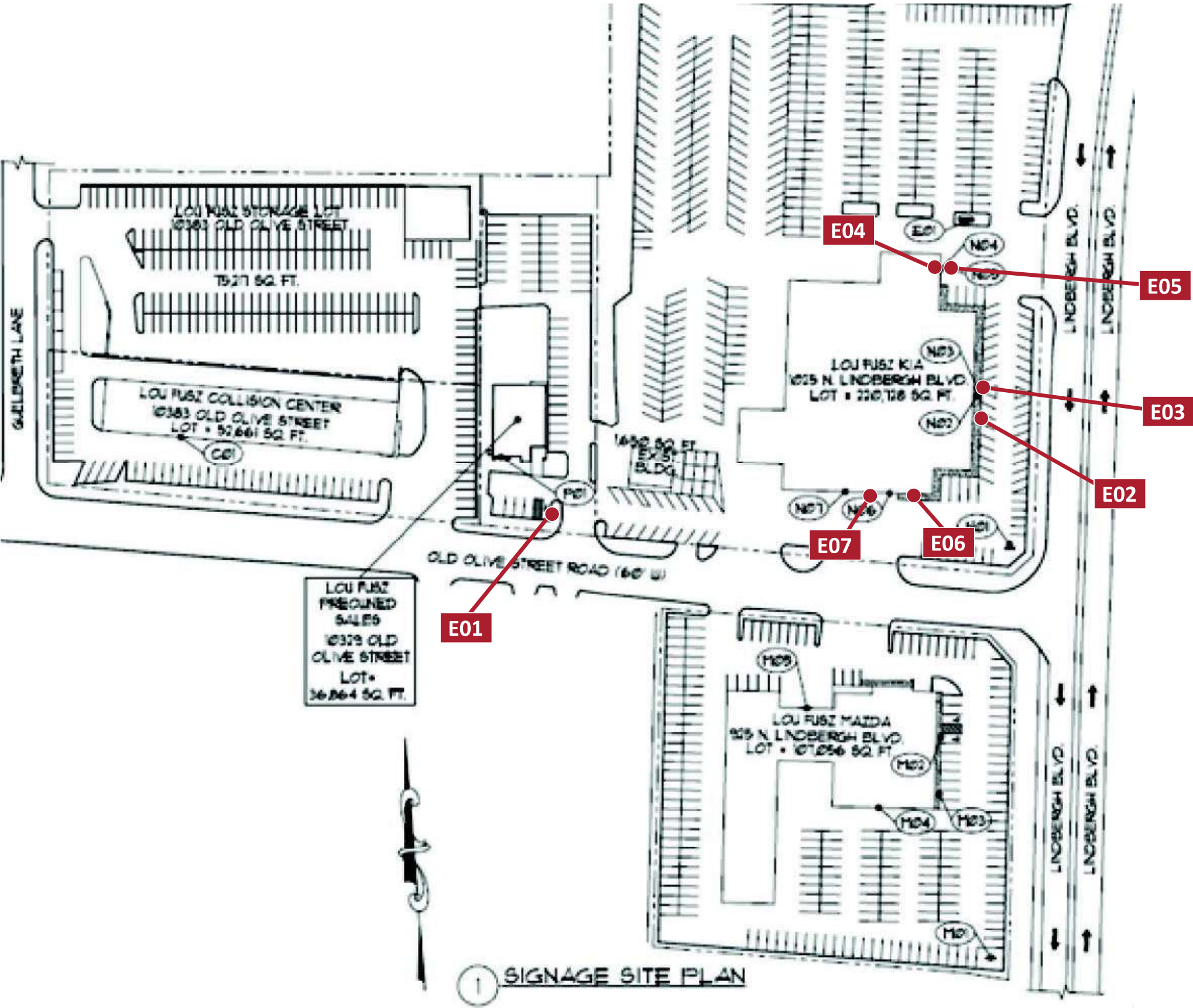
KUSDNL24 Dealer Name Letters
- E04

KUSSVC12 Service Letters
- E05

KUSEXP12 Express Letters
- E06

KUSDLV18 Delivery Letters
- E07

KUSWL30 Wall Sign



Project ID

JH2-44497

Date: 05-17-2022

Scale: NTS

Sales: E. Mackle

Designer: C.Miramontes

Rev. #: R10 CAM

Date: 03-06-2023

Revision Note:

Revised legend

Missing Information

Required:

Electrical

☐ 120V ☐ 347V

☐ Other _____

Customer Approval

Signature _____

MM/DD/YYYY _____

It is the Customer's responsibility to ensure that the structure of the building is designed and constructed to accept the installation of the signs being ordered. Please ask PSG to provide further details if required.

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MO003

Lou Fusz Kia

1025 N Lindbergh

St Louis, MO 63132

Sign Item

Siteplan

Page 170 of 266

Any non-compliant Kia logo (i.e., window vinyl, doors/entry vinyl, parking signs, directional signs, multi-tenant signs, reader board graphics, etc.) not represented in this proposal must be updated by the Dealer to the current compliant Kia logo or must be removed.

**AN ORDINANCE ADJUSTING THE MUNICIPAL BOUNDARY OF THE CITY OF
CREVE COEUR FOR PROPERTIES LOCATED ON PART OF LOT 6 OF OAK LAKE
ESTATES SUBDIVISION AND PART OF OAK LAKE ESTATES SUBDIVISION PARK
AREA COMMON GROUND**

WHEREAS, Julie McCollum and Melvin McCollum are the owners of three parcels of land to be consolidated into Adjusted Lot 12, a parcel known and numbered as 912 Woodshire Lane and located within the City of Creve Coeur, part of Lot 6 of Oak Lake Estates subdivision which is vacant property located within unincorporated St. Louis County, and part of former Oak Lake Estates Park Area common ground which is vacant property located within unincorporated St. Louis County (all as described in the legal description attached hereto as Exhibit A and incorporated herein), and

WHEREAS, a request was submitted to the City of Creve Coeur Community Development Department on July 6, 2023 by Mr. and Mrs. McCollum requesting annexation of the aforesaid eastern portions of their property into the City, and

WHEREAS, the City has determined that the municipal boundary should be adjusted as may be necessary so that this property lie entirely within the City of Creve Coeur, and

WHEREAS, the aforementioned properties would be well-served to be included within the City to consolidate jurisdictional boundaries within this area of St. Louis County, and

WHEREAS, the City Council has determined pursuant to Section 71.011 RSMo. that such boundary adjustment is appropriate for efficient municipal regulation of and service to the involved property, and that such adjustment is in the best interests of all concerned, and

WHEREAS, the proposed annexation qualifies as a boundary adjustment that is not subject to review by the St. Louis County Boundary Commission, and

WHEREAS, the property to be annexed is currently zoned Single Family Residential by St. Louis County and 912 Woodshire Lane is zoned A Single Family Residential, and

WHEREAS, on July 17, 2023, the Planning and Zoning Commission considered a boundary adjustment plat to consolidate these properties into a single lot consisting of approximately 0.94 acres and by 6-0 vote approved the request subject to the condition that the annexation be approved by the City of Creve Coeur and St. Louis County, and

WHEREAS, copies of this proposed Ordinance have been made available for public inspection prior to consideration by the City Council, and this Bill has been read by title in open meeting twice before final passage by the City Council,

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

SECTION 1. The City hereby extends its corporate limits as may be necessary to include all of the property depicted on **Exhibit A** hereto, subject to consent thereto by ordinance of the St. Louis County Council.

SECTION 2. Upon verification of adoption of such consent ordinance by the St. Louis County Council, any portion of the property described herein that was previously located within unincorporated St. Louis County shall be concurrently detached therefrom and annexed into the City of Creve Coeur for the reasons recited herein, and the City Clerk shall cause certified copies of this ordinance to be filed with the Clerk of St. Louis County, the Assessor for St. Louis County, the Recorder of Deeds of St. Louis County, the Clerk of the Circuit Court of St. Louis County, the St. Louis County Boundary Commission, and the Election Authority for St. Louis County, whereupon the annexation shall be complete and final and thereafter all courts of this state shall take judicial notice of the limits of the City as so extended.

SECTION 3. This Ordinance shall become effective pursuant to the provisions of Section 3.11(g) of the Charter and as provided herein.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2023.

NICOLE GREER
PRESIDENT OF THE CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2023.

DR. ROBERT HOFFMAN
MAYOR

ATTEST:

KELLIE HENKE
CITY CLERK

Exhibit A

Legal Description of New Consolidated Parcel

ADJUSTED LOT 12
LAND DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 6 AND PART OF THE PARK AREA OF OAK LAKE ESTATES ACCORDING TO PLAT RECORDED IN PLAT BOOK 92, PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS AND ALL OF ADJUSTED LOT 12 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE COMMON LINE BETWEEN ABOVE SAID ADJUSTED LOT 12 AND LOT 14 OF WOODSHIRE SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 34, PAGE 48 OF THE ST. LOUIS COUNTY RECORDS, AND THE NORTHEASTERLY LINE OF WOODSHIRE LANE, 40 FEET WIDE;

THENCE NORTH 60°32'00" EAST ALONG THE COMMON LINE OF SAID ADJUSTED LOT 12 AND LOT 14 A DISTANCE OF 175.00 FEET TO THE SOUTHWESTERLY LINE OF A PARK AREA SHOWN ON OAK LAKE ESTATES, ACCORDING TO PLAT RECORDED IN PLAT BOOK 92, PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS;

THENCE NORTH 29°28'00" WEST ALONG THE LAST SAID SOUTHWESTERLY LINE A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, NORTH 60°32'00" EAST 158.11 FEET TO THE NORTHWESTERLY LINE OF LOT 6 OF ABOVE SAID OAK PARK ESTATES;

THENCE SOUTH 05°42'53" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6 A DISTANCE OF 122.35 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND NOW OR FORMERLY OWNED BY JULIE BETH McCOLLUM REVOCABLE TRUST BY DEED RECORDED IN BOOK 24668, PAGE 2990 OF THE ST. LOUIS COUNTY RECORDS;

THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINES OF SAID McCOLLUM TRUST TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 60°32'00" EAST 37.93 FEET;

THENCE SOUTH 14°24'13" EAST 71.07 FEET TO THE SOUTHEASTERLY LINE OF LOT 6 OF THE AFOREMENTIONED OAK LAKE ESTATES, SAID POINT BEING THE NORTH COMMON CORNER TO AFOREMENTIONED ADJUSTED LOT 12 AND

ADJUSTED LOT 5 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 1424'13" EAST ALONG THE COMMON LINE OF SAID ADJUSTED LOTS 12 AND 5 A DISTANCE OF 32.49 FEET TO THE NORTHEAST CORNER OF ADJUSTED LOT 10 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 60°32'00" WEST ALONG THE COMMON LINE OF SAID ADJUSTED LOTS 10 AND 12 A DISTANCE OF 273.64 FEET TO THE NORTHEASTERLY LINE OF AFOREMENTIONED WOODSHIRE LANE;

THENCE NORTH 29'28'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID WOODSHIRE LANE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 40,996 SQUARE FEET OR 0.94 ACRES MORE OR LESS. SUBJECT TO EXISTING CONDITIONS AND RESTRICTIONS.

912 Woodshire Lane
Creve Coeur, MO 63141-7664
Thursday, July 6, 2023

Mr. Jason Jaggi
Director of Community Development
300 North New Ballas Road
Creve Coeur, MO 63141-7533

Re: Application #23-024: **912** Woodshire Lane Boundary Adjustment

Re: Boundary Adjustment and Annexation of Adjusted Lot 12 of "*Boundary Adjustment Plat of Lots 10 and 12 of Woodshire Subdivision and Lot 5 of Oak Lake Estates*" **and** Lot 6 **and** a Portion of the Park Area of Oak Lake Estates located in Saint Louis County, Missouri and partially in the City of Creve Coeur, Missouri

Dear Mr. Jaggi,

The purpose of this letter is to request the commencement of a boundary adjustment procedure in conformity with the policies, procedures and requirements of both the City of Creve Coeur and Saint Louis County in order to bring that portion of the Properties situated in unincorporated St. Louis County into the City of Creve Coeur. We initiated this process as evidenced by the certain Application for Planning and Zoning Commission dated June 16, 2023 Application #23-024.

Presently, we are the sole owners of our respective Properties. We hereby request the City of Creve Coeur to initiate the boundary adjustment and annexation process and consent to all actions taken by the City of Creve Coeur in furtherance of such action.

Attached to this letter, please see the legal description depicting the Adjusted Lots for 912 Woodshire, which includes the parcel(s) of land to be adjusted and annexed.

Sincerely,

Melvin W McCollum

Julie B McCollum

Melvin W McCollum & Julie B McCollum

Cc: Lori Feigel

Comprehensive Planning Manager, Saint Louis County Planning Department,
41 South Central Avenue, 5th floor, Clayton, MO 63105-1755

Legal Description of New Parcel

ADJUSTED LOT 12 LAND DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 6 AND PART OF THE PARK AREA OF OAK LAKE ESTATES ACCORDING TO PLAT RECORDED IN PLAT BOOK 92, PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS AND ALL OF ADJUSTED LOT 12 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE COMMON LINE BETWEEN ABOVE SAID ADJUSTED LOT 12 AND LOT 14 OF WOODSHIRE SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 34, PAGE 48 OF THE ST. LOUIS COUNTY RECORDS, AND THE NORTHEASTERLY LINE OF WOODSHIRE LANE, 40 FEET WIDE;

THENCE NORTH 60°32'00" EAST ALONG THE COMMON LINE OF SAID ADJUSTED LOT 12 AND LOT 14 A DISTANCE OF 175.00 FEET TO THE SOUTHWESTERLY LINE OF A PARK AREA SHOWN ON OAK LAKE ESTATES, ACCORDING TO PLAT RECORDED IN PLAT BOOK 92, PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS;

THENCE NORTH 29°28'00" WEST ALONG THE LAST SAID SOUTHWESTERLY LINE A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, NORTH 60°32'00" EAST 158.11 FEET TO THE NORTHWESTERLY LINE OF LOT 6 OF ABOVE SAID OAK PARK ESTATES;

THENCE SOUTH 05°42'53" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6 A DISTANCE OF 122.35 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND NOW OR FORMERLY OWNED BY JULIE BETH McCOLLUM REVOCABLE TRUST BY DEED RECORDED IN BOOK 24668, PAGE 2990 OF THE ST. LOUIS COUNTY RECORDS;

THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINES OF SAID McCOLLUM TRUST TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 60°32'00" EAST 37.93 FEET;

THENCE SOUTH 14°24'13" EAST 71.07 FEET TO THE SOUTHEASTERLY LINE OF LOT 6 OF THE AFOREMENTIONED OAK LAKE ESTATES, SAID POINT BEING THE NORTH COMMON CORNER TO AFOREMENTIONED ADJUSTED LOT 12 AND ADJUSTED LOT 5 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 14°24'13" EAST ALONG THE COMMON LINE OF SAID ADJUSTED LOTS 12 AND 5 A DISTANCE OF 32.49 FEET TO THE NORTHEAST CORNER OF ADJUSTED LOT 10 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 60°32'00" WEST ALONG THE COMMON LINE OF SAID ADJUSTED LOTS 10 AND 12 A DISTANCE OF 273.64 FEET TO THE NORTHEASTERLY LINE OF AFOREMENTIONED WOODSHIRE LANE;

THENCE NORTH 29°28'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID WOODSHIRE LANE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 40,996 SQUARE FEET OR 0.94 ACRES MORE OR LESS. SUBJECT TO EXISTING CONDITIONS AND RESTRICTIONS.

Legal Description of New Parcel

ADJUSTED LOT 12 LAND DESCRIPTION

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THENCE NORTH 60°32'00" EAST ALONG THE COMMON LINE OF SAID ADJUSTED LOT 12 AND LOT 14 A DISTANCE OF 175.00 FEET TO THE SOUTHWESTERLY LINE OF A PARK AREA SHOWN ON OAK LAKE ESTATES, ACCORDING TO PLAT RECORDED IN PLAT BOOK 92, PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS;

THENCE NORTH 29°28'00" WEST ALONG THE LAST SAID SOUTHWESTERLY LINE A DISTANCE OF 100.00 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY LINE, NORTH 60°32'00" EAST 158.11 FEET TO THE NORTHWESTERLY LINE OF LOT 6 OF ABOVE SAID OAK PARK ESTATES;

THENCE SOUTH 05°42'53" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6 A DISTANCE OF 122.35 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND NOW OR FORMERLY OWNED BY JULIE BETH McCOLLUM REVOCABLE TRUST BY DEED RECORDED IN BOOK 24668, PAGE 2990 OF THE ST. LOUIS COUNTY RECORDS;

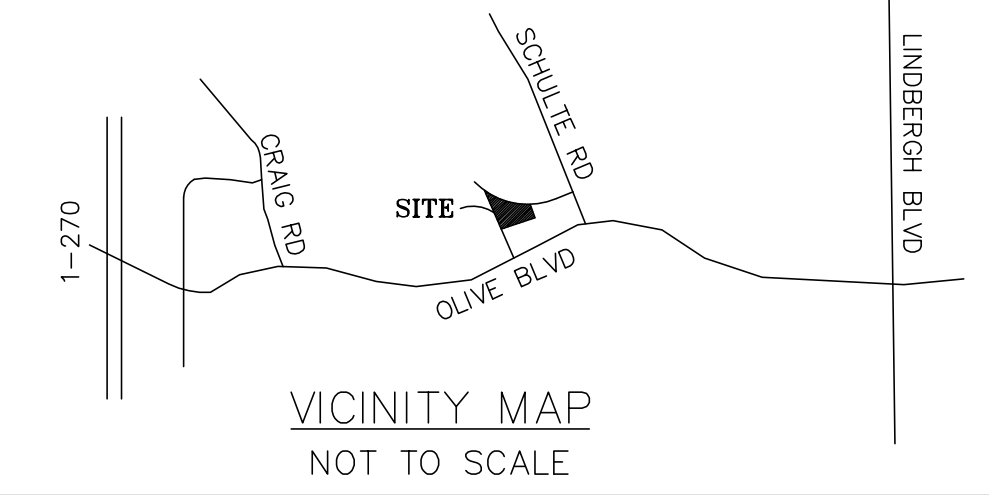
THENCE ALONG THE NORTHWESTERLY AND NORTHEASTERLY LINES OF SAID McCOLLUM TRUST TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 60°32'00" EAST 37.93 FEET;

THENCE SOUTH 14°24'13" EAST 71.07 FEET TO THE SOUTHEASTERLY LINE OF LOT 6 OF THE AFOREMENTIONED OAK LAKE ESTATES, SAID POINT BEING THE NORTH COMMON CORNER TO AFOREMENTIONED ADJUSTED LOT 12 AND ADJUSTED LOT 5 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 1424'13" EAST ALONG THE COMMON LINE OF SAID ADJUSTED LOTS 12 AND 5 A DISTANCE OF 32.49 FEET TO THE NORTHEAST CORNER OF ADJUSTED LOT 10 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS;

THENCE SOUTH 60°32'00" WEST ALONG THE COMMON LINE OF SAID ADJUSTED LOTS 10 AND 12 A DISTANCE OF 273.64 FEET TO THE NORTHEASTERLY LINE OF AFOREMENTIONED WOODSHIRE LANE;

THENCE NORTH 29°28'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID WOODSHIRE LANE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 40,996 SQUARE FEET OR 0.94 ACRES MORE OR LESS. SUBJECT TO EXISTING CONDITIONS AND RESTRICTIONS.



EXISTING ADJUSTED LOT 12
LOC. #17N530982
912 WOODSHIRE LANE
JULIE B. McCOLLUM & MELVIN W. McCOLLUM CO-TRUSTEES OF
THE JULIE BETH McCOLLUM REVOCABLE TRUST DATED JUNE 22, 2012
DEED BOOK 24668 PAGE 2985.

LAND DESCRIPTION
EXISTING LOT 12

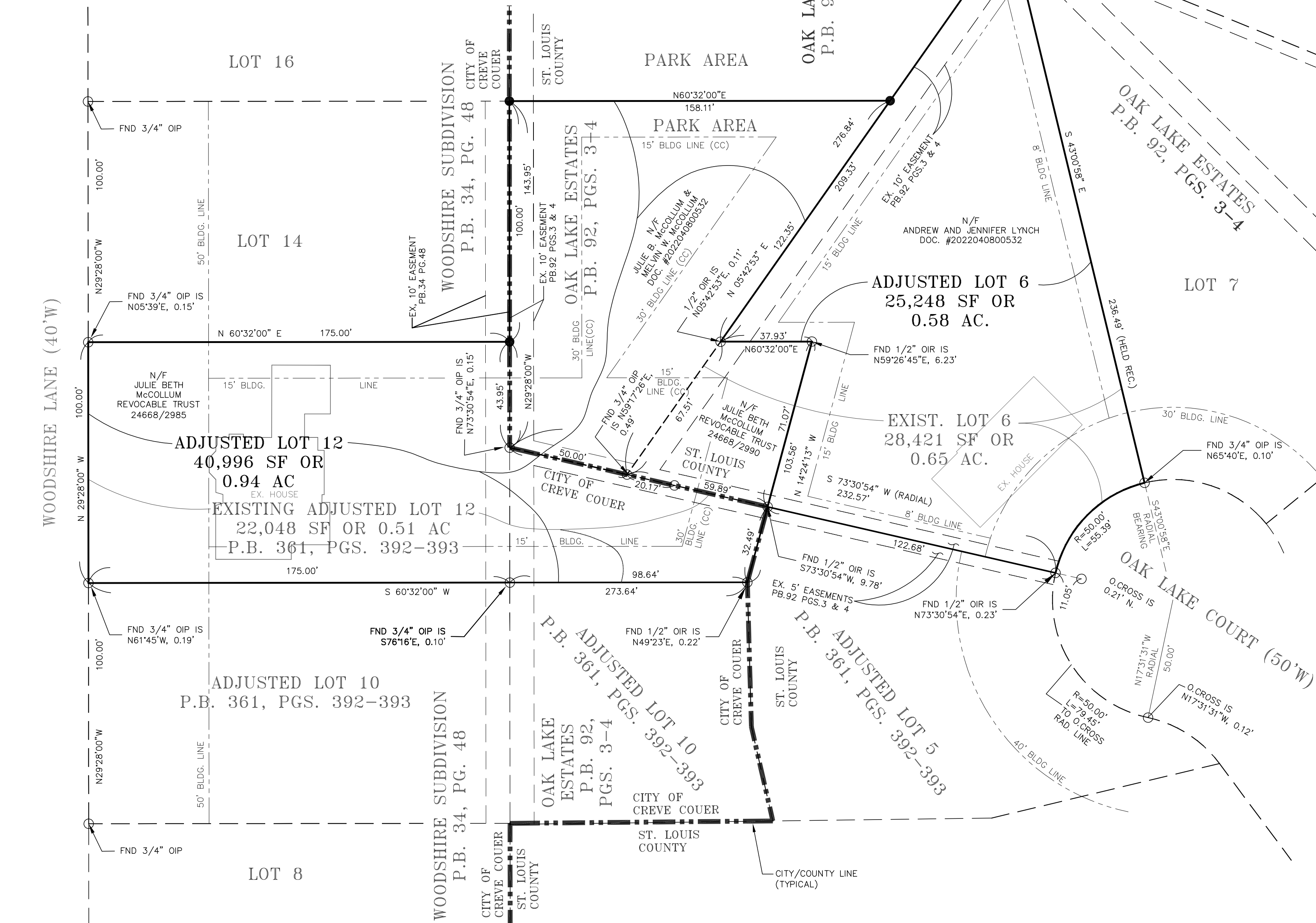
ADJUSTED LOT 12 OF THE "BOUNDARY ADJUSTMENT PLAT OF LOTS 10
AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE
ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES
392 AND 393 OF THE ST. LOUIS COUNTY RECORDS.

EXISTING PART OF PARK AREA
LOC. #17N530823
11142 LEISURE LANE
JULIE B. & MELVIN W. McCOLLUM, BY COURT ORDER RECORDED AS
DOCUMENT #2022040800532.

LAND DESCRIPTION
EXISTING PART OF THE PARK AREA

A TRACT OF LAND BEING PART OF THE "PARK" AREA AS DESIGNATED ON THE PLAT OF
"OAK LAKE ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF
THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5
EAST, ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 OF THE ABOVE SAID OAK LAKE ESTATE,
SAID POINT BEING ON THE NORTHERLY LINE OF ADJUSTED LOT 12 OF "BOUNDARY
ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOTS 5 OF OAK
LAKE ESTATES", ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393
OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 73°30'54" WEST 50.00 FEET TO THE
NORTHEASTERLY LINE OF WOODSHIRE SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT
BOOK 34, PAGE 48 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 29°28'00" WEST
ALONG THE NORTHEASTERLY LINE OF SAID WOODSHIRE SUBDIVISION A DISTANCE OF 143.95
FEET TO THE NORTHEAST CORNER OF LOT 14 OF SAID WOODSHIRE SUBDIVISION; THENCE
DEPARTING LAST SAID NORTHEASTERLY LINE, NORTH 60°32'00" EAST 158.11 FEET TO THE
WESTERLY LINE OF FOREMENTIONED LOT 6 OF OAK LAKE ESTATES; THENCE SOUTH
05°42'53" WEST ALONG THE WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 189.86 FEET
TO THE POINT OF BEGINNING AND CONTAINING 15,775 SQUARE FEET MORE OR LESS.



THE UNDERSIGNED HOLDER OF A FIRST DEED OF TRUST RECORDED IN BOOK _____ PAGE _____ OF
THE _____ COUNTY RECORDS, FOR THE PARCEL AS SHOWN AND DESCRIBED HEREON
JOINS IN AND APPROVES IN EVERY DETAIL THIS SUBDIVISION.
IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF
_____, 2023.

PRINT ENTITY

By:

PRINT NAME & TITLE:

STATE OF

COUNTY OF

ON THIS _____ DAY OF _____, 2023 BEFORE ME APPEARED
_____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE
_____, AND THAT SAID
INSTRUMENT WAS SIGNED ON BEHALF OF SAID BANK BY AUTHORITY OF ITS _____ AND THAT SAID
_____, ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID BANK.

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

THE UNDERSIGNED HOLDER OF A FIRST DEED OF TRUST RECORDED IN BOOK _____ PAGE _____ OF
THE _____ COUNTY RECORDS, FOR THE PARCEL AS SHOWN AND DESCRIBED HEREON
JOINS IN AND APPROVES IN EVERY DETAIL THIS SUBDIVISION.
IN WITNESS WHEREOF, IT HAS SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF
_____, 2023.

PRINT ENTITY

By:

PRINT NAME & TITLE:

STATE OF

COUNTY OF

ON THIS _____ DAY OF _____, 2023 BEFORE ME APPEARED
_____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE
_____, AND THAT SAID
INSTRUMENT WAS SIGNED ON BEHALF OF SAID BANK BY AUTHORITY OF ITS _____ AND THAT SAID
_____, ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID BANK.

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

ADJUSTED LOT 6
LAND DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 6 OF "OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 92, PAGES
3 AND 4 OF THE ST. LOUIS COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE COMMON CORNER TO LOTS 6, 7, 18, AND 19 OF ABOVE SAID OAK LAKE ESTATES; THENCE SOUTH 43°00'58"
EAST ALONG THE LINE COMMON TO LOTS 6 AND 7 OF SAID OAK LAKE ESTATES A DISTANCE OF 236.49 FEET TO THE
WESTERLY LINE OF OAK LAKE COURT, CURVE DE-SAC, SAID POINT BEING ON A CURVE FOR WHICH THE RADIUS POINT BEARS
SOUTH 43°00'58" EAST 50.00 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 55.39
FEET TO THE LINE COMMON TO SAID LOT 6 AND ADJUSTED LOT 5 OF THE BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF
WOOD SHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 361,
PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 73°30'54" WEST ALONG SAID LOT 6 A DISTANCE OF 122.68 FEET;
THENCE DEPARTING LAST SAID COMMON LINE NORTH 14°24'13" WEST 71.07 FEET; THENCE SOUTH
60°32'00" WEST 37.93 FEET TO THE NORTHWESTERLY LINE OF FOREMENTIONED LOT 6 OF OAK LAKE ESTATES; THENCE NORTH
05°42'53" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6 A DISTANCE OF 209.33 FEET TO THE POINT OF BEGINNING
AND CONTAINING 25,248 SQUARE FEET OR 0.58 ACRES MORE OR LESS. SUBJECT TO EXISTING CONDITIONS AND RESTRICTIONS.

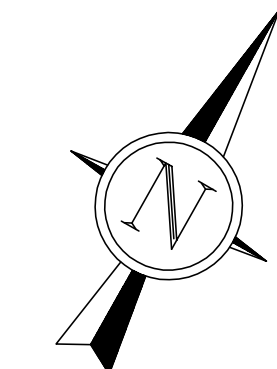
ADJUSTED LOT 12
LAND DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 6 AND PART OF THE PARK AREA OF OAK LAKE ESTATES ACCORDING TO PLAT
RECORDED IN PLAT BOOK 92, PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS AND ALL OF ADJUSTED LOT 12 OF THE
"BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING
TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS, AND MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE COMMON LINE BETWEEN ABOVE SAID ADJUSTED LOT 12 AND LOT 14 OF WOODSHIRE
SUBDIVISION ACCORDING TO PLAT RECORDED IN PLAT BOOK 34, PAGE 48 OF THE ST. LOUIS COUNTY RECORDS, AND THE
NORTHEASTERLY LINE OF WOODSHIRE LANE, 40 FEET WIDE; THENCE NORTH 60°32'00" EAST ALONG THE COMMON LINE OF SAID
ADJUSTED LOT 12 AND LOT 14 A DISTANCE OF 175.00 FEET TO THE SOUTHWESTERLY LINE OF A PARK AREA SHOWN ON OAK
LAKE ESTATES, ACCORDING TO PLAT RECORDED IN PLAT BOOK 92, PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS;
THENCE NORTH 29°28'00" WEST ALONG THE LAST SAID SOUTHWESTERLY LINE A DISTANCE OF 100.00 FEET; THENCE DEPARTING
SAID SOUTHWESTERLY LINE, NORTH 60°32'00" EAST 158.11 FEET TO THE NORTHWESTERLY LINE OF LOT 6 OF ABOVE SAID OAK
PARK ESTATES; THENCE SOUTH 05°42'53" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 6 A DISTANCE OF 122.35 FEET
TO THE NORTHWEST CORNER OF A TRACT OF LAND NOW OR FORMERLY OWNED BY JULIE BETH McCOLLUM REVOCABLE TRUST BY
DEED RECORDED IN BOOK 24668, PAGE 2990 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG THE NORTHWESTERLY AND
NORTHEASTERLY LINES OF SAID McCOLLUM TRUST TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 60°32'00" EAST
37.93 FEET; THENCE SOUTH 14°24'13" EAST 71.07 FEET TO THE SOUTHEASTERLY LINE OF LOT 6 OF THE FOREMENTIONED OAK
LAKE ESTATES; SAID POINT BEING THE NORTH COMMON CORNER TO FOREMENTIONED ADJUSTED LOT 12 AND ADJUSTED LOT 5
OF OAK LAKE ESTATES" ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY
RECORDS; THENCE SOUTH 60°32'00" WEST ALONG THE COMMON LINE OF SAID ADJUSTED LOTS 10 AND 12 A DISTANCE OF
273.64 FEET TO THE NORTHEASTERLY LINE OF FOREMENTIONED WOODSHIRE LANE; THENCE NORTH 29°28'00" WEST ALONG THE
NORTHEASTERLY LINE OF SAID WOODSHIRE LANE A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING AND CONTAINING
40,996 SQUARE FEET OR 0.94 ACRES MORE OR LESS. SUBJECT TO EXISTING CONDITIONS AND RESTRICTIONS.

A LAND DISTURBANCE PERMIT FOR ANY NEW CONSTRUCTION ON THIS SITE MAY BE REQUIRED. BOUNDARY
ADJUSTMENT PLAT APPROVAL IS NOT TO BE CONSTRUED AS APPROVAL OF A LAND DISTURBANCE PERMIT.

THIS BOUNDARY ADJUSTMENT PLAT DOESN'T VACATE EXISTING EASEMENTS.



GRAPHIC SCALE

(IN FEET)

1 inch = 30 ft.

LEGEND

○

FOUND 3/4" IRON PIPE, EXCEPT AS NOTED
OTHERWISE

●

SET 1/2" IRON ROD WITH YELLOW, PLASTIC
CAP STAMPED "2001010600-D" OR AS
NOTED OTHERWISE.

NOTES

1. BASIS OF BEARING AS SHOWN, REFERENCED TO THE SOUTH LINE OF
LOT 14 OF WOODSHIRE SUBDIVISION, ACCORDING TO PLAT RECORDED
IN PLAT BOOK 34, PAGE 48 OF THE ST. LOUIS COUNTY RECORDS.
2. NO TITLE COMMITMENTS WERE FURNISHED FOR EITHER LOT. EASEMENTS
SHOWN PER RECORDED SUBDIVISION PLATS AS NOTED HEREON.
PROPERTIES MAY BE SUBJECT TO ADDITIONAL EASEMENTS OF RECORD.
3. THE PROPERTIES BEING ADJUSTED ARE WITHIN ZONE "X", AREA OF
MINIMAL FLOOD HAZARD PER FLOOD MAP 29189C0191K, EFFECTIVE
DATE 02/04/2015.

OWNER SIGNED

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAVE CAUSED A
BOUNDARY ADJUSTMENT PLAT TO BE PREPARED IN THE MANNER SHOWN ON THE ADJACENT PLAT WHICH SHALL BE
KNOWN AS "BOUNDARY ADJUSTMENT PLAT OF ADJUSTED LOT 12 OF THE BOUNDARY ADJUSTMENT PLAT OF LOTS 10
AND 12 OF WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" AND LOT 6 & A PART OF THE PARK AREA
OF "OAK LAKE ESTATES" AND THAT ALL EXISTING EASEMENTS ARE AS SHOWN.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, 2023.

JULIE BETH McCOLLUM REVOCABLE TRUST
DATED JUNE 22, 2012

JULIE B. McCOLLUM, CO-TRUSTEE

ANDREW LYNCH

JULIE B. McCOLLUM

MELVIN W. McCOLLUM, CO-TRUSTEE

JENNIFER LYNCH

MELVIN W. McCOLLUM

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

ON THIS _____ DAY OF _____, 2023, BEFORE ME PERSONALLY APPEARED JULIE
B. McCOLLUM AND MELVIN W. McCOLLUM, TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN, AND WHO
EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE EXECUTE THE SAME AS HER FREE ACT
AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE SAY AND YEAR FIRST
ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

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

ON THIS _____ DAY OF _____, 2023, BEFORE ME PERSONALLY APPEARED ANDREW
LYNCH AND JENNIFER LYNCH, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN, AND
WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE EXECUTE THE SAME AS HER FREE ACT
AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE SAY AND YEAR FIRST
ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

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

ON THIS _____ DAY OF _____, 2023, BEFORE ME PERSONALLY APPEARED JULIE B.
McCOLLUM AND MELVIN W. McCOLLUM, TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN, AND WHO EXECUTED
THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE EXECUTE THE SAME AS HER FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE SAY AND YEAR FIRST
ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

THIS BOUNDARY ADJUSTMENT PLAT HAS BEEN REVIEWED UNDER SECTION 1005.360 BOUNDARY ADJUSTMENT
EXCEPTIONS OF THE ST. LOUIS COUNTY SUBDIVISION ORDINANCE (CHAPTER 1005) AND APPROVED BY ST.
LOUIS COUNTY DEPARTMENT OF PLANNING ON _____, 2023.

THE PURPOSE OF THIS PLAT IS TO ADJUST THE BOUNDARY BETWEEN ADJOINING PROPERTIES, NO ADDITIONAL
LOTS ARE CREATED, AND THE READJUSTED LOT IS NOT REDUCED BELOW THE MINIMUM SIZE REQUIREMENTS
FOR ZONING ORDINANCE OR SUBDIVISION ORDINANCE.

DIRECTOR OF ST. LOUIS COUNTY PLANNING

PRINT NAME

THIS IS TO CERTIFY THAT AT THE REQUEST OF JULIE McCOLLUM WE HAVE
DURING MAY, 2023 PREPARED THIS BOUNDARY ADJUSTMENT PLAT FROM A
BOUNDARY SURVEY PERFORMED DURING APRIL, 2021 OF ADJUSTED LOT 12
OF "THE BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF
WOODSHIRE SUBDIVISION AND LOT 5 OF OAK LAKE ESTATES" ACCORDING
TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393, AND LOT 6
AND A PORTION OF THE PARK AREA OF "OAK LAKE ESTATES" ACCORDING
TO PLAT RECORDED IN PLAT BOOK 92, PAGES 3 AND 4, IN TOWNSHIP 45
NORTH, RANGE 5 EAST, IN ST. LOUIS COUNTY,
MISSOURI.

THE RESULTS OF SAID SURVEY AND SUBDIVISION ARE AS SHOWN HEREON
AND ARE IN ACCORDANCE WITH THE CURRENT "STANDARDS FOR
PROPERTY BOUNDARY SURVEYS" OF THE MISSOURI DEPARTMENT OF
AGRICULTURE, 2-CSR 90-60.010 THU 60.070.

BUESCHER DITCH & ASSOCIATES, INC., L.C. 2001010600-D

By: *Mark A. Ditch*
MARK A. DITCH, MO PLS 2225

5/30/2023



BOUNDARY ADJUSTMENT PLAT

ADJUSTED LOT 12 & LOT 6

BUESCHER DITCH & ASSOC., INC.

CIVIL ENGINEERING AND SURVEYING
2 EAST FIFTH STREET, SUITE 200
P.O. BOX 621
WASHINGTON, MISSOURI 63090
Ph. (636) 239-8255
Fax (636) 239-7681



DRAWN BY: CHKD. BY: DATE: JOB NO. SHEET NO.

MAD MAD 3/18/21 20025 1 OF 1



**APPLICATION TO PLANNING AND ZONING COMMISSION
#23-024 FOR APPROVAL OF A BOUNDARY ADJUSTMENT BETWEEN
912 WOODSHIRE LANE, 11136 OAK LAKE COURT, AND PART OF OAK LAKE
ESTATES SUBDIVISION FORMER PARK AREA COMMON GROUND**

FOR THE MEETING OF: July 17, 2023

LOCATION: 912 Woodshire Lane, City of Creve Coeur, 11136 Oak Lake Court, unincorporated St. Louis County, and part of Oak Lake Estates Common Ground, unincorporated St. Louis County.

REQUEST: The property owners of 912 Woodshire Lane purchased a portion of the adjoining property to the east at 11136 Oak Lake Court in unincorporated St. Louis County. In addition, these owners have acquired a portion of Common Ground formerly owned by the Oak Lake Estates Subdivision. The Applicant is seeking a boundary adjustment to transfer land from 11136 Oak Lake Court, to 912 Woodshire Lane and the portion of the former Common Ground they now own. The new adjusted lot area will be 40,996 square feet. 912 Woodshire Lane is zoned "A" Single Family Residential. In addition, the applicant is requesting annexation of the land subject to the boundary adjustment into the City of Creve Coeur from unincorporated St. Louis County.

ADDITIONAL INFORMATION: The sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots or nonconformities is a ministerial act; if the drawings are technically accurate, they must be approved by the Planning and Zoning Commission.

Key Issues:

- Does the adjustment create non-conformities on either lot?

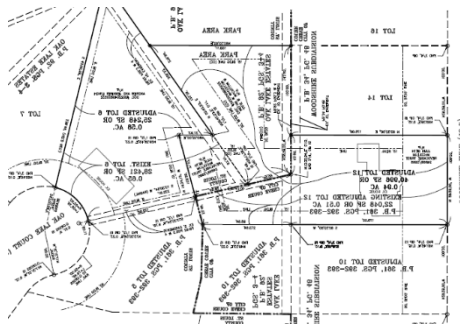
Subdivision Code References

- Section 410.030(D)

Zoning Code References

- Section 405.250: "A" Single-Family Residential

APPLICANT / Julie B. and Melvin W. McCollum
PROPERTY 912 Woodshire Lane
OWNER: Creve Coeur, MO 63141



REPORT PREPARED BY: Jason Jaggi, AICP, Director of Community Development

ATTACHMENTS: Boundary Adjustment Plat received June 16, 2023

BACKGROUND AND DESCRIPTION

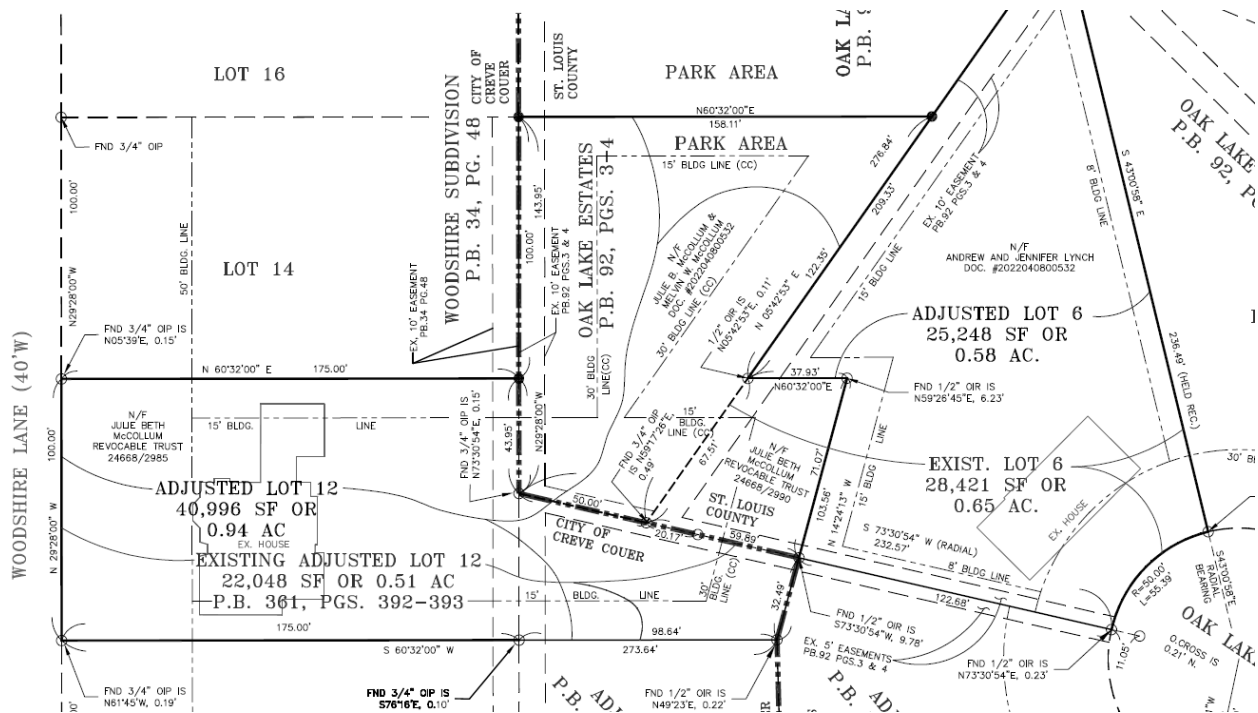
The owners of 912 Woodshire Lane have acquired additional land to the east and north of their existing property. One area consists of a portion of 11136 Oak Lake Court (platted as Lot 6 of Oak Lake Estates subdivision) consisting of 3,173 square feet located in unincorporated St. Louis County. The second piece of property consists of a portion of park area common ground belonging to the Oak Lake Estates subdivision. The area for this portion of land is 15,575 square feet and is also located in unincorporated St. Louis County. The existing property at 912 Woodshire Lane consists of 22,048 square feet. Upon completion of the boundary adjustment, the property will increase to 40,996 square feet.

A similar boundary adjustment and annexation request was approved in 2013/14 when the owners acquired a portion of 11130 Oak Lake Court along with the neighboring property at 910 Woodshire Lane. This prior action with the adjusted lot lines is reflected in the aerial image below.



The subject property located in the City of Creve Coeur is zoned “A” Single Family Residential, and is non-conforming in lot area, where a minimum of one acre per lot is required. The property owners are seeking a boundary adjustment to transfer land from the property located at 11136 Oak Lake Court and part of the former Oak Lake Estates park area common ground located unincorporated St. Louis County thereby decreasing the non-conforming lot area.

Below is a close up of the boundary adjustment plat.



The Applicant will be required to obtain St. Louis County approval for the adjusted lot for 11136 Oak Lake Court and park area common ground. Both City and County approval are required prior to the recording of the boundary adjustment.

DISCUSSION

A boundary adjustment, which is not a subdivision plat, is possible when the following regulation from the Subdivision Code is satisfied:

410.030(D) Sale or transfer of small parcels of land to or between adjoining property owners, where such sale does not create additional lots, is exempt from the requirement of recording by plat; provided, however, that certification by the Planning and Zoning Commission shall be required prior to such sale or transfer. This certification shall be recorded with the title of the property by the St. Louis County Recorder of Deeds.

This appears to be the case with the current application. The survey submitted indicates that the property changes will not create any additional non-conformities for the property and will be adding additional land area to the property. As such, given the staff conclusion that the drawings are technically accurate, the adjustment should be approved by the Planning and Zoning Commission, with the condition that the final drawing be prepared for signature and recording, and that the City Council and the St. Louis County approve ordinances authorizing the municipal boundary adjustment, so that the affected properties are solely within the City of Creve Coeur.

ANNEXATION

The owners have submitted a petition to the City requesting the acquired properties, subject to this boundary adjustment request, be annexed into the City of Creve Coeur so that all land is located

within the city limits under the same jurisdiction. This form of annexation is considered a boundary adjustment annexation and requires approval by both the City of Creve Coeur City Council and the St. Louis County Council. The annexation involves approximately 18,948 square feet of property currently located in unincorporated St. Louis County into the City of Creve Coeur.

ACTION

If the members of the Planning and Zoning Commission are satisfied that the requested boundary adjustment meets the applicable requirements of the Subdivision Code, staff requests that a final decision be voted upon.

MOTION

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

“I move to approve the boundary adjustments attached to the staff report on application #23-024 for the meeting of July 17, 2023 subject to the condition that the City Council and St. Louis County authorize the municipal boundary adjustment for the property, and a final mylar drawing be prepared for signature and recording.” (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.

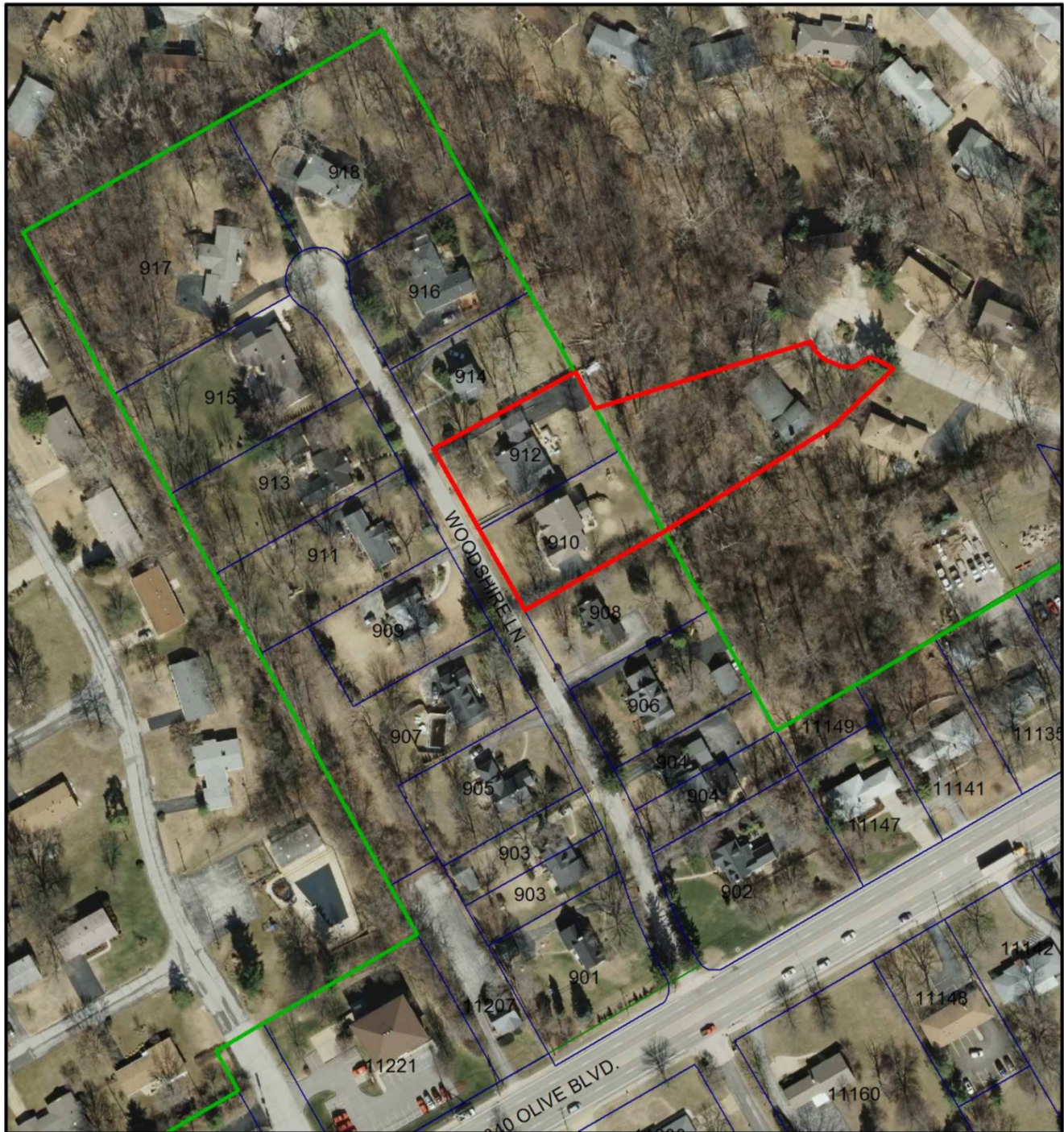
APPENDIX 2: ZONING CODE (CHAPTER 405 OF THE CREVE COEUR MUNICIPAL CODE)

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

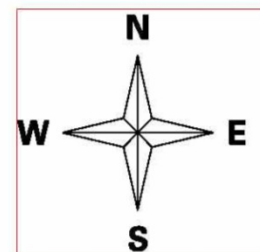
APPENDIX 3: CREVE COEUR SUBDIVISION AND LAND DEVELOPMENT REGULATIONS (CHAPTER 410 OF THE CREVE COEUR MUNICIPAL CODE)

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

APPENDIX 3: AERIAL MAP



-  Municipal Boundary
-  Property Lines
-  910 & 912 Woodshire Lane, and 11130 Oak Lake Court





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

July 18, 2023

Julie & Melvin McCollum
912 Woodshire Ln
Creve Coeur, MO 63141

RE: Application #23-024 FOR APPROVAL OF A BOUNDARY ADJUSTMENT BETWEEN 912 WOODSHIRE LANE, 11136 OAK LAKE COURT, AND PART OF OAK LAKE ESTATES SUBDIVISION FORMER PARK AREA COMMON GROUND

Dear Mr. & Mrs. McCollum,

The Planning and Zoning Commission, at its meeting of July 17, 2023, reviewed and approved the request for a boundary adjustment.

If you have any questions, please contact the Planning Division staff (314) 872-2501 as soon as possible. Note that significant changes may require that the matter be returned to the Planning and Zoning Commission.

Sincerely,

CITY OF CREVE COEUR

Julie LaBonte, Chair
Planning & Zoning Commission

JL: mw

2022040800532

CERTIFIED-FILED FOR RECORD

4/8/2022 1:44:39PM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 15
RECORDING FEE: \$63.00

THIS DOCUMENT WAS ERECORDED

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: COURT ORDER

Grantor: CREVE COEUR DEVELOPMENTS CO

Grantee: MCCOLLUM, JULIE B

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

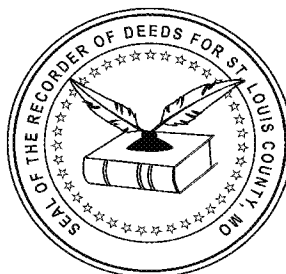
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 15 pages, (this page inclusive), was filed for record in my office on the 8 day of April 2022 at 1:44 pm and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

RL

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,010,398

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

JULIE B. McCOLLUM, et al.,

Plaintiffs,

v.

CREVE COEUR DEVELOPMENT CO.,

Defendant.

Case No. 21SL-CC02025

Division 4

FILED

MAR 31 2022

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

JUDGMENT QUIETING TITLE

The Court, upon motion by Plaintiffs and review of the pleadings and entries in this matter, enters its Finding and Judgment in favor of Plaintiffs, Julie B. McCollum and Melvin W. McCollum and against Defendant, Creve Coeur Development Company, Thomas V. Amaro, Christopher M. Gund, Kristine M. Gund, Louis Burrows, III, Pamela L. Burrows, Katrina Sneed and Thomas A. Candella. Being fully advised in the premises herein, the Court makes the following findings:

1. The Court takes judicial notice of its record and finds that Thomas V. Amaro, Christopher M. Gund, Kristine M. Gund, Louis Burrows, III and Pamela L. Burrows have each given written disclaimers of interest in this matter and have consented in writing to the entry of this Judgment Quieting Title in favor of Plaintiffs. Copies of these disclaimers of interest are attached hereto as Exhibits 1 – 5, respectively, and are fully incorporated herein by reference.

2. This matter involves title to a parcel of real property in St. Louis County, Missouri, said parcel being a portion of the property known and numbered as 11142 Leisure Ln., St. Louis, MO 63146 (Locator No. 17N530823), which is unimproved ground in the Oak Lake Estates subdivision. The portion of the property at issue is described as:

A TRACT OF LAND BEING PART OF THE "PARK" AREA AS DESIGNATED ON THE PLAT OF "OAK LAKE ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 OF THE ABOVE SAID OAK LAKE ESTATE, SAID POINT BEING ON THE NORTHERLY LINE OF ADJUSTED LOT 12 OF "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOTS 5 OF OAK LAKE ESTATES", ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 73°30'54" WEST 50.00 FEET TO THE NORTHEASTERLY LINE OF WOODSHIRE SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 34, PAGE 48 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 29°28'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID WOODSHIRE SUBDIVISION A DISTANCE OF 143.95 FEET TO THE NORTHEAST CORNER OF LOT 14 OF SAID WOODSHIRE SUBDIVISION; THENCE DEPARTING LAST SAID NORTHEASTERLY LINE, NORTH 60°32'00" EAST 158.11 FEET TO THE WESTERLY LINE OF AFOREMENTIONED LOT 6 OF OAK LAKE ESTATES; THENCE SOUTH 05°42'53" WEST ALONG THE WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 189.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 15,775 SQUARE FEET MORE OR LESS.

(the "Property").

3. Defendant, Creve Coeur Development Co., is the original developer of the Oak Lake Estates subdivision and appears of record as the owner of the Oak Lake Estates common ground by instrument recorded in Book 04003 Page 0275 of the St. Louis County Records.

4. Plaintiffs are the co-trustees of the Julie Beth McCollum Revocable Trust dated 6/22/2012 and in this capacity own the real estate immediately adjacent to the Property, known and numbered as 912 Woodshire Ln., St. Louis, MO 63141.

5. Plaintiffs have resided at 912 Woodshire Ln. for the past 21 years, during which time Plaintiffs have continuously maintained and cleared the above-described Property of timber, brush and debris, have planted flowers, gardened, constructed retaining walls, and have

continuously occupied and used the Property for recreation as an extension of their own property.

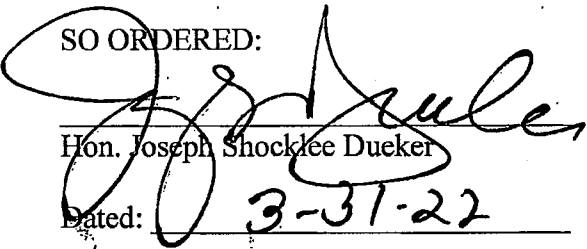
6. For the past 21 years, Plaintiffs have exercised continuous, open, notorious, exclusive, hostile and adverse possession of the Property under claim of right, intending to possess the same as their own property.

7. Defendants, Creve Coeur Development Co., Katrina Sneed and Thomas A. Candela, duly summoned, have failed to appear and defend in this matter and are in default.

Having so found, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that title in fee simple absolute to the above-described Property shall hereinafter be quieted in Julie B. McCollum and Melvin W. McCollum, husband and wife, and that Creve Coeur Development Co., Thomas V. Amaro, Christopher M. Gund, Kristine M. Gund, Louis Burrows, III, Pamela L. Burrows, Katrina Sneed, Thomas A. Candella any such heirs, assigns, grantees, devisees, executors, administrators, successors in interest, agents, employees, officers, directors, representatives, or any person or entity acting or purporting to act on behalf of any such party, shall hereinafter be forever barred from any and all right, title and interest in the said Property.

Final Judgment. Each party to bear its own costs.

SO ORDERED:


Hon. Joseph Shocklee Dueker

Dated: 3-31-22

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

JULIE B. McCOLLUM, et al.,

Plaintiffs,

v.

CREVE COEUR DEVELOPMENT CO.,

Defendant.

Case No. 21SL-CC02025

Division 4

DISCLAIMER OF INTEREST

COMES NOW Defendant, Thomas V. Amaro, on his own behalf, and hereby disclaims any and all right, title and interest in and to the parcel of real property that this the subject of this lawsuit, described as follows:

A TRACT OF LAND BEING PART OF THE "PARK" AREA AS DESIGNATED ON THE PLAT OF "OAK LAKE ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6 OF THE ABOVE SAID OAK LAKE ESTATE, SAID POINT BEING ON THE NORTHERLY LINE OF ADJUSTED LOT 12 OF "BOUNDARY ADJUSTMENT PLAT OF LOTS 10 AND 12 OF WOODSHIRE SUBDIVISION AND LOTS 5 OF OAK LAKE ESTATES", ACCORDING TO PLAT RECORDED IN PLAT BOOK 361, PAGES 392 AND 393 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 73°30'54" WEST 50.00 FEET TO THE NORTHEASTERLY LINE OF WOODSHIRE SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 34, PAGE 48 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 29°28'00" WEST ALONG THE NORTHEASTERLY LINE OF SAID WOODSHIRE SUBDIVISION A DISTANCE OF 143.95 FEET TO THE NORTHEAST CORNER OF LOT 14 OF SAID WOODSHIRE SUBDIVISION; THENCE DEPARTING LAST SAID NORTHEASTERLY LINE, NORTH 60°32'00" EAST 158.11 FEET TO THE WESTERLY LINE OF AFOREMENTIONED LOT 6 OF OAK LAKE ESTATES; THENCE SOUTH 05°42'53" WEST ALONG THE WESTERLY LINE OF SAID LOT 6 A DISTANCE OF 189.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 15,775 SQUARE FEET MORE OR LESS.

WHEREFORE, having so disclaimed, Defendant consents to the Court's entry of Judgment quieting title to the above-described real property as requested in Plaintiffs' Petition.



Thomas V. Amaro, *pro se*
11144 Leisure Ln.
St. Louis, MO 63146

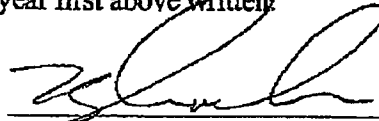
EXHIBIT

Page 1 of 2

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

On this 16th day of March, 2022, before me personally appeared Thomas V. Amaro, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

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



Notary Public

My Commission Expires: April 19th 2025

KYLE WELGE NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI MY COMMISSION EXPIRES APRIL 19, 2025 ST. LOUIS COUNTY COMMISSION #15537862
--

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

JULIE B. McCOLLUM, et al.,

Plaintiffs,

v.

CREVE COEUR DEVELOPMENT CO.,

Defendant.

Case No. 21SL-CC02025

Division 4

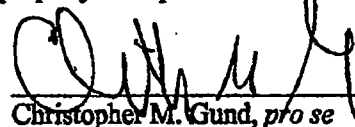
DISCLAIMER OF INTEREST

COMES NOW Defendant, Christopher M. Gund, on his own behalf, and hereby disclaims any and all right, title and interest in and to the parcel of real property that this the subject of this lawsuit, described as follows:

A TRACT OF LAND BEING PART OF THE "PARK" AREA AS DESIGNATED ON THE PLAT OF "OAK LAKE ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WHEREFORE, having so disclaimed, Defendant consents to the Court's entry of Judgment quieting title to the above-described real property as requested in Plaintiffs' Petition.



Christopher M. Gund, *pro se*
11140 Leisure Ln.
St. Louis, MO 63146

Page 1 of 2

EXHIBIT

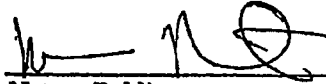
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STATE OF MISSOURI)
)
COUNTY OF ST. LOUISI)

ss.

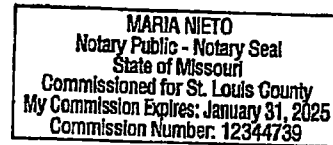
On this 14 day of February, 2022, before me personally appeared Christopher M. Gund, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

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



Notary Public

My Commission Expires: 01-31-2025



IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

JULIE B. McCOLLUM, et al.,

Plaintiffs,

v.

CREVE COEUR DEVELOPMENT CO.,

Defendant.

Case No. 21SL-CC02025

Division 4

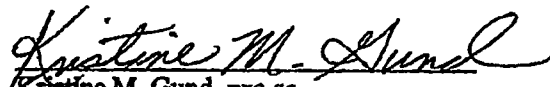
DISCLAIMER OF INTEREST

COMES NOW Defendant, Kristine M. Gund, on her own behalf, and hereby disclaims any and all right, title and interest in and to the parcel of real property that this the subject of this lawsuit, described as follows:

A TRACT OF LAND BEING PART OF THE "PARK" AREA AS DESIGNATED ON THE PLAT OF "OAK LAKE ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WHEREFORE, having so disclaimed, Defendant consents to the Court's entry of Judgment quieting title to the above-described real property as requested in Plaintiffs' Petition.


Kristine M. Gund, pro se
11140 Leisure Ln.
St. Louis, MO 63146

Page 1 of 2

EXHIBIT

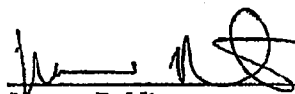
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STATE OF MISSOURI)
)
COUNTY OF ST. LOUISI)

ss.

On this 14 day of February, 2022, before me personally appeared Kristine M. Gund, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

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



Notary Public

My Commission Expires: 01-31-2025

MARIA NIETO Notary Public - Notary Seal State of Missouri Commissioned for St. Louis County My Commission Expires: January 31, 2025 Commission Number: 12344739
--

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

JULIE B. McCOLLUM, et al.,

Plaintiffs,

v.

CREVE COEUR DEVELOPMENT CO.,

Defendant.

Case No. 21SL-CC02025

Division 4

DISCLAIMER OF INTEREST

COMES NOW Defendant, Louis Burrows, III, on his own behalf, and hereby disclaims any and all right, title and interest in and to the parcel of real property that this the subject of this lawsuit, described as follows:

A TRACT OF LAND BEING PART OF THE "PARK" AREA AS DESIGNATED ON THE PLAT OF "OAK LAKE ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WHEREFORE, having so disclaimed, Defendant consents to the Court's entry of Judgment quieting title to the above-described real property as requested in Plaintiffs' Petition.

Louis Burrows
Louis Burrows III, pro se
12103 Trailways Dr. 11134 Leisure Ln
St. Louis, MO 63146

EXHIBIT

4

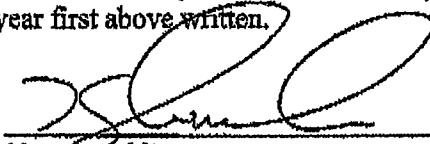
Page 1 of 2

STATE OF MISSOURI)
)
COUNTY OF ST. LOUISI)

ss.

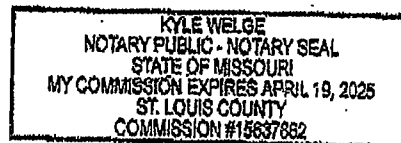
On this 14th day of March, 2022, before me personally appeared Louis Burrows III, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

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



Notary Public

My Commission Expires: April 19th 2025



IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

JULIE B. McCOLLUM, et al.,

Plaintiffs,

v.

CREVE COEUR DEVELOPMENT CO.,

Defendant.

Case No. 21SL-CC02025

Division 4

DISCLAIMER OF INTEREST

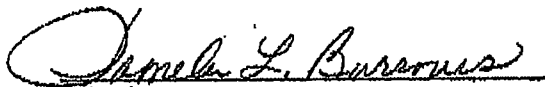
COMES NOW Defendant, Pamela L. Burrows, on her own behalf, and hereby disclaims any and all right, title and interest in and to the parcel of real property that this the subject of this lawsuit, described as follows:

A TRACT OF LAND BEING PART OF THE "PARK" AREA AS DESIGNATED ON THE PLAT OF "OAK LAKE ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 92 PAGES 3 AND 4 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 1962, TOWNSHIP 45 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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WHEREFORE, having so disclaimed, Defendant consents to the Court's entry of

Judgment quieting title to the above-described real property as requested in Plaintiffs' Petition.



Pamela L. Burrows, pro se

12103 Trailways Dr. 11134 LEISURE LN
St. Louis, MO 63146

EXHIBIT

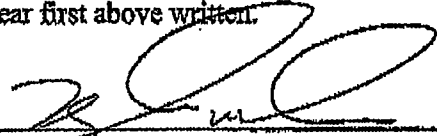
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STATE OF MISSOURI)
)
COUNTY OF ST. LOUISI)

ss.

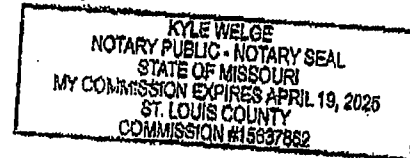
On this 14th day of March, 2022, before me personally appeared Pamela L. Burrows, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

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



Notary Public

My Commission Expires: Apr. 14th 2025



I certify and attest that the above is a true copy of the original record of the Court in case number 21SL-CC02025 as it appears on file in my office.

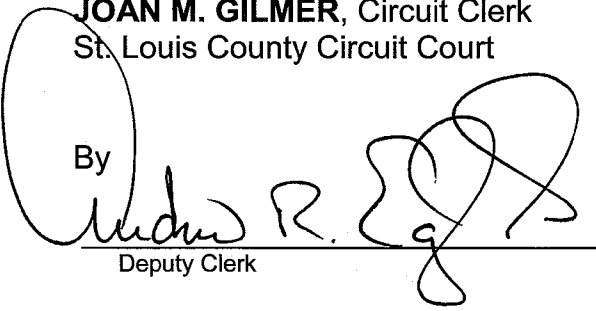
Issued

4-4-22



JOAN M. GILMER, Circuit Clerk
St. Louis County Circuit Court

By


Deputy Clerk

RESOLUTION NO. 1670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH TWO ALPHA CONTRACTING, LLC FOR THE DIELMANN RECREATION CENTER DRAINAGE IMPROVEMENTS PROJECT FOR THE NOT-TO-EXCEED CONTRACT SUM OF \$100,123.00.

WHEREAS, the City strives to maintain quality of life amenities that make Creve Coeur a desirable destination for new residents and businesses;

WHEREAS, the Dielmann Recreation Center and Creve Coeur Golf Course are important City assets that help make Creve Coeur an exceptional place to live and work;

WHEREAS, it is necessary to address the drainage issues that have been causing flooding into the Ice Arena's front office and basement golf cart storage area;

WHEREAS, this project for stormwater management improvements has been competitively bid per the requirements outlined in the City of Creve Coeur Code of Ordinances; and

WHEREAS, Two Alpha Contracting, LLC has provided the lowest and best bid for the project.

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

Section 1. The Contract between **Two Alpha Contracting, LLC** and the City, attached hereto as "Exhibit A," with a **not-to-exceed contract sum of \$ 100,123.00**, 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 substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 24th day of July, 2023.

Dr. Robert Hoffman
Mayor

Attest:

Kellie Henke
City Clerk

Exhibit A**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2023, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, Two Alpha Contracting, LLC, with offices at 421 West Second Avenue, Wright City, MO 63390 (hereinafter called the "Contractor"). The project is identified as the **Dielmann Recreation Center Drainage Improvements** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Non-Collusion Affidavit
- 5) Contractor's Affidavit for Public Construction Projects
- 6) Performance Payment Bond
- 7) Construction Schedule
- 8) Missouri Annual Wage Order
- 9) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract
- 10) The Saint Louis County Standard Specifications for Road and Bridge Construction, dated March 15, 2022, referred to herein as the "Standard Specifications" and applicable to the Work of this Contract by reference;

- 11) The St. Louis County Standard Drawings, dated April 29, 2020. These drawings shall be included in the reference to the "Standard Drawings" herein.
- 12) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- 13) The St. Louis Metropolitan Sewer District 2018 Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities

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

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence.

The Work to be performed under the Contract shall commence within **twenty (20) calendar days** of the date of the written Notice to Proceed as issued by the City. The Notice to Proceed will be issued **October 6, 2023**. All work including restoration should be completed before **November 13, 2023**.

The Contractor's Construction Schedule shall describe when each phase of the Work will be completed within the Time of Completion indicated above. The Contractor's Construction Schedule cannot indicate a completion date that requires more time than what is indicated above. An extension of the Time of Completion can be made only through a Change Order from the City, in accordance with the General Conditions of the City-Contractor Agreement.

ARTICLE IV**The Contract Sum and Payments**

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Proposal Form and the unit price bid by the Contractor in the Bid Proposal Form for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Proposal Form or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be One-hundred-thousand-one-hundred-twenty-three Dollars and zero Cents (\$100,123.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 8.960 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V**Performance of the Work**

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) A Construction Schedule for the Work in bar-chart format, which shall indicate the target dates for starting and completing the various stages of the Work on a street-by-street basis, and which shall comply with the times set forth in Article III.
- (2) A Traffic Control Plan indicating the location of all proposed signage and parking lot area closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.
- (5) Any missing bid documents.

(b) The Notice to Proceed shall be issued on October 6, 2023 award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

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

(d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of:

- five hundred dollars (\$500.00) for each calendar day the Contractor fails to comply with the Construction Schedule until the Director of Public Works determines that Substantial Completion of the Work has been achieved; and
- one hundred dollars (\$100.00) for each working day after both the completion date specified in the Construction Schedule has expired and the date that Substantial Completion has been achieved, until final completion and acceptance of the Work.

The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.

(e) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (d) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care

and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, but only as determined and approved by the Director of Public Works.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination of the City-Contractor Agreement

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including

additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

(ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

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

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination, including, but not limited to, Chapter 230 of the Code of Ordinances of the City of Creve Coeur, Missouri.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

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

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

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of

Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of Work generally includes installing stormwater inlets and pipe; removing and repairing sections of pavement; removing, replacing, and connecting gutters and downspouts; and removing and replacing architectural details. This work is more specifically described in the Job Special Provisions.

The Work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

TABLE 1**SUMMARY OF CONTRACT QUANTITIES, CONTRACT UNIT PRICE, AND CONTRACT SUM**

Item Number	Item	Unit	Contact Quantity	Contract Unit Price	Item Subtotal
1	Connection to existing manhole (8" thru 24" pipe)	LS	1	\$500	\$500
2	Manhole	LS	1	\$3,725	\$3,725
3	Sewer pipe (PVCP) 8-inch	LF	105	\$120	\$12,600
4	Sewer pipe (PVCP) 12-inch	LF	195	\$75	\$14,625
5	Concrete curb (Type S)	LF	46	\$65.50	\$3,013
6	Concrete gutter (18-inch wide)	LF	21	\$135	\$2,835
7	Pavement patch	LS	1	\$12,500	\$12,500
8	Trench drains 2D and 3D	LS	1	\$11,100	\$11,100
9	Yard drain 4D	LS	1	\$2,600	\$2,600
10	Restoration	LS	1	\$8,800	\$8,800
11	Architectural features	LS	1	\$24,550	\$24,550
12	Contractor furnished survey and staking	LS	1	\$3,275	\$3,275

Contract sum:	\$100,123
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

(SEAL)

By _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By _____
Signature

Printed Name

(SEAL)

Title

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 17, 2023

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Dione Garson, P.E., Civil Engineer

SUBJECT: Recommendation of Award
Dielmann Recreation Center Drainage Improvements Project

Competitive bids have been evaluated for the Dielmann Recreation Center Drainage Improvements Project. City staff recommends entering into a contract with Two Alpha Contracting, LLC for the project. The recommendation is based upon their positive references from the City of Manchester and the City of Town & Country and their low bid for the work. Two Alpha Contracting, LLC has an office located at 421 West 2nd Street, Wright City, Missouri.

Project Discussion

The Dielmann Recreation Center Drainage Improvements Project seeks to solve drainage issues that have been causing flooding into the Ice Arena's front office and basement golf cart storage area.

In June 2022, the City entered into a contract with HR Green for engineering design services. HR Green has offices located at 520 Maryville Center Drive, Suite 100, St. Louis, Missouri. The final design of the plans is complete, and the proposed project is ready to move into the construction phase.

The proposed project involves the replacement and expansion of sections of the existing underground pipe system that is connected to both roof and yard drains. To improve drainage in the parking lot and driveway leading to the golf cart storage area, trench drains will be installed. Flows will be conveyed with new pipe and manhole system that will connect to an existing City-owned stormwater manhole located on the east side of the golf course.

The project will also include architectural improvements including:

- Removing and replacing gutters and downspouts
- Connecting downspouts to existing underground features
- Removing and replacing fascia, façade, and weather barriers
- Inspecting weather barriers

Schedule

To minimize disruptions to residents who enjoy golfing, the work is proposed to begin after the last scheduled golf event on October 6, 2023. Work under the contract will be performed within twenty (20) calendar days.

Based on supplier delays on both the Hibler Woods Drive Trench Drain Replacement Project and Alden Lane Stormwater Improvements Project, City staff would like to issue the Notice to Proceed before October 6, 2023 but consider the twenty (20) day work period beginning on October 6, 2023.

Advertisement

The invitation for bids was posted to the Drexel Technologies online planroom and on the City's website.

Bid Results

The City received three (3) bids for the Dielmann Recreation Center Drainage Improvements Project. Bids were publicly opened and read on Wednesday, July 12, 2023 at 1:00 PM at the Creve Coeur Government Center. The bids are summarized below:

Contractor	Total Bid
1. Two Alpha Contracting, LLC	\$ 100,123.00
2. Bommarito Construction.....	\$ 123,395.36
3. Raineri Construction	\$ 130,592.00

A copy of the bid tabulation is attached.

Bommarito Construction made mathematical errors, and the corrected bid amount is approximately \$375 more than what was shown on the submitted itemized bid form. Raineri Construction also made mathematical errors, and the correct bid amount is \$11,665 higher than what was shown on the submitted itemized bid form. Correcting errors moved Raineri Construction from being the second-lowest bidder to the highest bidder. Neither Bommarito Construction's errors nor Raineri Construction's errors affected the determination of the lowest-bidder.

Project Financing

In the FY2024-FY2028 Capital Improvement Program (CIP), \$93,000 was allocated in FY2024 for the construction phase of this project. The low bid is approximately 7% higher than estimated in the CIP.

Recommendation

Due to their low bid for the work and positive reviews from the City of Manchester and the City of Town & Country, staff recommends awarding the contract to Two Alpha Contracting, LLC.

Attachments: Bid Tabulation

RESOLUTION NO. 1671

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, APPROVING THE USE OF A CONTRACT ESTABLISHED BY THE COUNTY OF GREENE, MISSOURI, AS A COOPERATIVE PURCHASING AGREEMENT FOR THE PROCUREMENT OF MICROSURFACING SERVICES FOR THE 2023 CONSTRUCTION SEASON.

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

WHEREAS, it is necessary for the City to improve and maintain its asphalt pavement network to provide safe rights of way and to maintain the quality of life expected by the community; and

WHEREAS, microsurfacing is one of several techniques used by the City to maintain its asphalt roadway pavement; and

WHEREAS, Section 140.030 of the City of Creve Coeur Code of Ordinances allows the City to enter into acceptable cooperative purchasing agreements, and that such agreements can be based upon a contract established by another governmental entity; and

WHEREAS, the County of Greene, Missouri, solicited competitive bids for microsurfacing and related services and entered into an agreement with Donelson Construction Company, LLC, for these services on December 27, 2016, for the 2017 construction season, which agreement was extended to the 2023 construction season through an amendment executed in May 2023; and

WHEREAS, the agreement between the County of Greene and Donelson Construction Company, LLC, includes a cooperative agreement provision through which Donelson Construction Company, LLC, agreed to honor its unit prices for other interested municipalities, such as the City of Creve Coeur.

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

Section 1.

The City's participation in a cooperative purchasing agreement, whereby microsurfacing and related services are procured in accordance with the unit prices for Greene County Contract #16-0798, attached hereto as "Exhibit A," is hereby approved.

Section 2.

The Contract between **Donelson Construction Company, LLC**, and the City, attached hereto as "Exhibit B," with a **contract sum not to exceed \$ 274,179.00**, is hereby approved and the execution thereof by the City Administrator is hereby authorized. The Contract as executed shall be substantially in the form of "Exhibit B," 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 24th day of July, 2023.

Dr. Robert Hoffman
Mayor

Attest:

Kellie Henke
City Clerk

EXHIBIT A

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (the "Agreement") is made and entered into as of December 27, 2016, by and between the County of Greene, ("County") and Donelson Construction Company, LLC ("Contractor"), located at 1075 Wise Hill Road, Clever, Missouri 65631. (The term Contractor includes professionals performing in a consulting capacity.)

PART I - FUNDAMENTAL TERMS

- A. **Location of Project:** Greene County location(s) as set forth in EXHIBIT I, included herein, and for other public bodies within Greene County as well as agencies located in Missouri, Iowa, Illinois, Indiana, Kentucky, Tennessee, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas & Nebraska, as set forth in Exhibit II. Included herein.
- B. **Description of Services/Goods to be Provided:** Provide goods/services in accordance with Exhibit I and Exhibit II, included herein.
- C. **Term:** Unless terminated earlier as set forth in this Agreement, the services shall commence on December 27, 2016 ("Commencement Date") and shall continue through December 26, 2017, with the option to renew, at both parties discretion, for up to two additional one-year periods.
- D. **Party Representatives:**

The County designates the following person to act on County's behalf: Melissa Denney or Rick Artman

The Contractor designates the following person to act on Contractor's behalf: Michael J. Donelson
- E. **Notices:** Contractor shall deliver all notices and other writings required to be delivered under this Agreement to County at the address set forth in the General Provisions. The County shall deliver all notices and other writings required to be delivered to Contractor at the address set forth following Contractor's signature below.
- F. **Integration:** This Agreement represents the entire understanding of County and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

PART II - GENERAL PROVISIONS

1. SECTION ONE - SERVICES OF CONTRACTOR

- 1.1. **Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide the goods and/or services shown on Exhibit I and Exhibit IIes, which may be referred to herein as the "services" or the "work." If this Agreement is for the provision of goods, supplies, equipment or personal property, the terms "services" and "work" shall include the provision (and, if designated in the Scope of Services, the installation) of such goods, supplies, equipment or personal property.
- 1.2. **Changes and Additions to Scope of Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such work shall be undertaken unless a written order is first given by County to Contractor, incorporating therein any adjustment in (i) the Budget, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this Section 1.2 shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.
- 1.3. **Standard of Performance.** Contractor agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that

all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

- 1.4. **Performance to Satisfaction of County.** Contractor agrees to perform all work to the satisfaction of County within the time specified. If County reasonably determines that the work is not satisfactory, County shall have the right to take appropriate action, including but not limited to: (i) meeting with Contractor to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to Contractor for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as hereinafter set forth.
- 1.5. **Instructions from County.** In the performance of this Agreement, Contractor shall report to and receive instructions from the County's Representative designated in Paragraph D.1 of the Fundamental Terms of this Agreement. Tasks or services other than those specifically described in the Scope of Services shall not be performed without the prior written approval of the County's Representative.
- 1.6. **Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under the Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the County's Representative.
- 1.7. **Prohibition Against Subcontracting or Assignment.** Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of County. In addition, neither the Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. In the event of any unapproved transfer, including any bankruptcy proceeding, County may void the Agreement at County's option in its sole and absolute discretion. No approved transfer shall release any surety of Contractor of any liability hereunder without the express consent of County.
- 1.8. **Compensation.** Contractor shall be compensated in accordance with the terms of the Budget. Included in the Budget are all ordinary and overhead expenses incurred by Contractor and its agents and employees, including meetings with County representatives, and incidental costs incurred in performing under this Agreement.

2. SECTION TWO - INSURANCE AND INDEMNIFICATION

- 2.1. **Insurance:** Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work in compliance with Section 1.7 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the contractor is required to maintain pursuant to this Section 2.
- 2.2. **Contractor's Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be from companies authorized to issue insurance in the State of Missouri and shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.3. **Comprehensive General Liability Insurance** -The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any

subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The insurance carried by Contractor shall name Greene County, Missouri, its elected officials and employees as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Greene County and said insurance shall be not less than \$500,000.00 per person and \$3,000,000.00 for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- 2.4. **Workers Compensation Insurance** -The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.5. **Commercial Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.6. **Professional Liability** - (covering errors and omissions): One Million Dollars (\$1,000,000.00) per claims made.
- 2.7. **Other Insurance** - Such other policies of insurance as may be required in Part III hereto ("Special Provisions")
- 2.8. **Proof of Carriage of Insurance** -The Contractor shall furnish the County with Certificate(s) of Insurance which name the County, its elected officials and employees as additional insureds in an amount as required in this contract and sufficient to cover sovereign immunity limits for Missouri public entities (\$376,378.00 per claimant and \$2,509,186.00 per occurrence for 2010) as calculated by the Missouri Department of Insurance, financial institutions, professional registration, and publish annually in the Missouri Registered pursuant to Section 537.610, RSMo. Each party shall require a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **Indemnity Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Greene from its own negligence.
- 2.10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's rights or defenses with regard to County's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

3. **SECTION THREE - LEGAL RELATIONS AND RESPONSIBILITIES**

3.1. **Compliance with Laws:** Contractor shall keep itself fully informed of all existing and future state and federal laws and all County statutes and regulations which in any manner affect those employed by it or in any way affect the performance of services pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, statutes, and regulations and shall be responsible for the compliance of all work and services performed by or on behalf of Contractor. When applicable, Contractor shall not pay less than the prevailing wage, which rate is determined by the Missouri Department of Labor and Industrial Relations of the State of Missouri.

3.2. **Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense all licenses, permits, and approvals that may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless County against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against County thereunder.

3.3. **Non-Discrimination Assurance.** With regard to work under this Agreement, the Contractor agrees as follows::

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

b. **Nondiscrimination:** The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

c. **Solicitations for Subcontracts, Including procurements of Material and Equipment:** These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation 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 by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex disability or national origin, age or ancestry of any individual.

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

e. **Sanctions for Noncompliance:** In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- (i) Withholding of payments under this Agreement until the Contractor complies; and/or
- (ii) Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

f. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraph 3.3 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, County Commission order, or instructions issued by the County. The Contractor will take such action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance;

provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County.

- 3.4. **Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.** Contractor shall comply with the provisions of Sections 285.525 through 285.550, and 292.675 RSMo., from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- a. That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.
- c. That Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Copies of the required Affidavits can be found on the County's Purchasing website: <http://www.greenecountymo.org/purchasing/index.php>. Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding). Refer to *Attachment I, Notice and Instructions to Bidder/Vendors regarding Sections 285.525 through 285.550, RSMo., effective January 1, 2009 and Section 292.675 RSMo., effective August 28, 2009, attached hereto.*

- 3.5. **Independent Contractor.** Contractor shall perform all services required herein as an independent contractor of County and shall remain at all times as to County a wholly independent contractor. County shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of County. Neither Contractor nor any of Contractor's employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the County. County is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

- 3.6. **Use of Patented Materials.** Contractor shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software programs, used or incorporated in the services or work performed by Contractor under this Agreement. Contractor shall indemnify, defend, and save the County harmless from any and all suits, actions or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

- 3.7. **Proprietary Information.** All proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, but not including Contractor's underlying materials, software, or know-how, shall be the sole and exclusive property of County, and are confidential and shall not be made available to any person or entity without the prior written approval of County. Contractor agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of Contractor's services under this Agreement. Contractor further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by Contractor under this Agreement shall be made to County, and that Contractor shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by County.

- 3.8. **Retention of Funds.** Contractor hereby authorizes County to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate County for any losses, costs, liabilities, or damages suffered by County, and all amounts for which County may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. County in its sole and absolute discretion, may withhold from any payment due Contractor, without liability for interest, an amount sufficient to cover such

claim or any resulting lien. The failure of County to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay County any sums Contractor owes County.

- 3.9. **Termination By County.** County reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Upon receipt of any notice of termination from County, Contractor shall immediately cease all services hereunder except such as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to receipt of County's notice of termination and for any services authorized in writing by County thereafter. If termination is due to the failure of Contractor to fulfill its obligations under this Agreement, County may take over the work and prosecute the same to completion by contract or otherwise, and Contractor shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by County in retaining a replacement contractor and similar expenses, exceeds the Budget.
- 3.10. **Right to Stop Work; Termination By Contractor.** Contractor may terminate this Agreement only for cause, upon thirty (30) days' prior written notice to County. Contractor shall immediately cease all services hereunder as of the date Contractor's notice of termination is sent to County, except such services as may be specifically approved in writing by County. Contractor shall be entitled to compensation for all services rendered prior to the date notice of termination is sent to County and for any services authorized in writing by County thereafter. If Contractor terminates this Agreement because of an error, omission, or a fault of Contractor, or Contractor's willful misconduct, the terms of Section 3.8 relating to County's right to take over and finish the work and Contractor's liability therefore shall apply.
- 3.11. **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing.
- 3.12. **Legal Actions.** Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in an appropriate court with jurisdiction in Greene County, and Contractor agrees to submit to the personal jurisdiction of such court.
- 3.13. **Rights and Remedies are Cumulative.** The rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.
- 3.14. **Attorneys' Fees.** In any action by the County against the Contractor seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, if the County is the party prevailing in the final judgment in such action or proceeding, in addition to any other relief which may be granted, the County shall be entitled to have and recover from the Contractor its reasonable costs and expenses, including, but not limited to, reasonable attorney's fees, expert witness fees, and courts costs. If the County is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the Contractor, then the County shall be entitled to its reasonable attorney's fees and costs from the Contractor.
- 3.15. **Force Majeure.** The time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of County or Contractor, including, but not restricted to, acts of nature or of the public enemy, unusually severe weather, tornadoes, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including County, if the delaying party shall within ten (10) days of the commencement of such delay notify the other party in writing of the causes of the delay. If Contractor is the delaying party, County shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of County such delay is justified. County's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against County for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be extension of this Agreement pursuant to this Section 3.14.
- 3.16. **Non-Liability of County Employees.** No official, employee, agent, representative, or volunteer of County shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by County, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

3.17. Conflicts of Interest

- 3.18. No official, employee, agent, representative or volunteer of County shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership, association or other entity in which he or she is interested, in violation of any Federal, State or County law or statute. Contractor shall not employ any such person while this Agreement is in effect.
- 3.19. Contractor represents warrants and covenants that he, she or it presently has no interest, direct or indirect that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

4. **SECTION FOUR - MISCELLANEOUS PROVISIONS**

- 4.1. Records and Reports. Upon request by County, Contractor shall prepare and submit to County any reports concerning Contractor's performance of the services rendered under this Agreement. County shall have access, upon reasonable notice, to the books and records of Contractor related to Contractor's performance of this Agreement in the event any audit is required. All drawings, documents, and other materials prepared by Contractor in the performance of this Agreement (i) shall be the property of County and shall be delivered at no cost to County upon request of County or upon the termination of this Agreement, and (ii) are confidential and shall not be made available to any individual or entity without prior written approval of County. Contractor shall keep and maintain all records and reports related to this Agreement for a period of three (3) years following termination of this Agreement, and County shall have access to such records in the event any audit is required.

- 4.2. Notices. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by reputable document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 4:00 p.m. on the second calendar day following dispatch. Notices to the County shall be delivered to the following address, to the attention of the County Representative set forth in Paragraph D.1 of the Fundamental Terms of this Agreement:

To County: Greene County
 Purchasing Department
 933 N. Robberson
 Springfield, Missouri 65802

Notices to Contractor shall be delivered to the address set forth below Contractor's signature on Part I of this Agreement, to the attention of Contractor's Representative set forth in Paragraph D.2 of the Fundamental Terms of this Agreement. Changes in the address to be used for receipt of notices shall be effected in accordance with this Section 4.2.

- 4.3. Construction and Amendment. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants and conditions of this Agreement. This Agreement may only be amended by the mutual consent of the parties by an instrument in writing.
- 4.4. Severability. Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, the remainder of this Agreement shall continue in full force.
- 4.5. Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

4.6. Special Provisions. Any additional or supplementary provisions or modifications or alterations of these General Provisions shall be set forth in the Special Provisions.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY GREENE COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF GREENE

DONELSON CONSTRUCTION COMPANY, LLC

By:  1-3-17
Purchasing Director

By: 

By: 
Purchasing Buyer

Title: Member

By: _____

Title: _____

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


Greene County Auditor

1/4/17
Date

Additional Purchases by Other Public Agencies:

Will you honor the submitted prices for purchase by other entities who participate in Cooperative purchasing with Greene County, Missouri?

✓ Yes No

Michael J. Donelson

Michael J. Donelson, Member

**DONELSON CONSTRUCTION CO., LLC
1075 WISE HILL ROAD
CLEVER, MO 65631**



OFFICE OF THE PURCHASING DIRECTOR
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON
PRESIDING COMMISSIONER

RUSTY MACLACHLAN
COMMISSIONER, 1st DISTRICT

JOHN C. RUSSELL
COMMISSIONER, 2nd DISTRICT

CONTRACT #: 16-0798

TITLE: Modified Aggregate Quick Set (MAQS)

CONTACT: Karla nay

PHONE: (417)868-4019

E-MAIL: KNay@greencountymo.gov

AMENDMENT ISSUE DATE: 04-28-2023

AMENDMENT NUMBER 8 TO AGREEMENT FOR CONTRACT SERVICES

This Amendment Number 8 to Agreement for Contract Services (the "Eighth Amendment") is made and entered into as of April 28, 2023 by and between the County of Greene, ("County") and Donelson Construction, LLC. ("Contractor"), for the purpose of amending the written "Agreement for Contract Services" entered into between the County and Contractor as of December 27, 2016 County of Greene contract #16-0798 (the "Agreement").

- Purpose:
1. The expiration date of the Agreement is changed from May 1, 2023 to May 1, 2024.
 2. "SCOPE OF SERVICES" and "BUDGET" are modified by adding EXHIBIT I, attached hereto.
 3. Except as set forth in this Amendment, all terms, conditions and provisions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this ^{Eighth} ~~Seventh~~ Amendment to the Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

COUNTY OF GREENE

By: Karla Nay
Purchasing Buyer

Date: 4-28-23

By: Laura Mervin
Purchasing Director

Date: May 4, 2023

DONELSON CONSTRUCTION LLC

By: Michael J. Donelson

Title: Managing Member

By: _____

Title: _____

Date: _____

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy A. Dean
Auditor Certification

5/13/2023
Date



EXHIBIT I

**Construction
Company, LLC**

Ph: (417) 743-2694
Fax: (417) 743-2945
1075 Wise Hill Road, Clever, MO 65631

March 29, 2023

Greene County Highway Department
Springfield, MO

Donelson Construction Co., LLC offers the following pricing for the patented Modified Aggregate Quick Set (MAQS®) Surfacing System, and related services. US Patents 7,312,262B2, 9,260,826B2, 9,879,387B2, 11,060,248B2, 8,033,775B2, other patents pending, and proprietary materials and devices are included in the products and services offered herein. All materials and labor are inclusive with these prices, except where noted. For other agencies located within or outside of Greene County, please see alternate pricing attached. Donelson reserves the right to discount any of the prices listed at any time.

MAQS-1 (One lift, 12-15 pounds per square yard)...\$3.43 per square yard (non-residential)
\$4.02 per square yard (residential)

MAQS-1+ (One lift, 15-18 pounds per square yard)...\$3.85 per square yard (non-residential)
\$4.27 per square yard (residential)

MAQS-2 (One lift, 17-21 pounds per square yard)...\$4.21 per square yard (non-residential)
\$4.50 per square yard (residential)

MAQS-2+ (One lift, 21-25 pounds per square yard)...\$4.74 per square yard (non-residential)
\$4.99 per square yard (residential)

MAQS-3 (One lift, 25-30 pounds per square yard)...\$5.03 per square yard (non-residential)
\$5.36 per square yard (residential)

MAQS-FlexScratch (leveling course/crack repair)...same prices stated above

MAQS-PressurePave Crack Filler...\$0.40 per pound installed

MAQS-ChipLock and MAQS-ChipLock-AF...

\$4.70 per gallon plus \$1.34 per square yard (non-residential)
or \$2.14 per square yard (residential)

Hot rubber crack-fill (labor only, County or City to supply material)...\$4.59 per pound installed

Cold mix asphalt...\$75.00 per ton FOB Clever Stone Quarry

Respectfully Submitted,

Michael J. Donelson
Owner



1075 Wise Hill Road, Clever, MO 65631

Phone: (417) 743-2694

Fax: (417) 743-2945

2023 Greene County Cooperative Agreement Pricing - Other Agencies

	<u>Modified Aggregate</u> <u>Quick Set (per yd²)</u>	<u>PressurePave Sealant</u>	<u>Hot Rubber Crack Filler</u>
Level 1	MAQS - 1 \$ 4.36		
	MAQS - 1 + \$ 4.60		
	MAQS - 2 \$ 4.84	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.30		
	MAQS - 3 \$ 5.73		
	MAQS - FlexScratch (Same prices as above)		
Level 2	MAQS - 1 \$ 4.62		
	MAQS - 1 + \$ 4.91		
	MAQS - 2 \$ 5.10	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.50		
	MAQS - 3 \$ 5.87		
	MAQS - FlexScratch (Same prices as above)		
Level 3	MAQS - 1 \$ 4.94		
	MAQS - 1 + \$ 5.20		
	MAQS - 2 \$ 5.42	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 5.90		
	MAQS - 3 \$ 6.33		
	MAQS - FlexScratch (Same prices as above)		
Level 4	MAQS - 1 \$ 5.30		
	MAQS - 1 + \$ 5.53		
	MAQS - 2 \$ 5.73	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.09		
	MAQS - 3 \$ 6.45		
	MAQS - FlexScratch (Same prices as above)		
Level 5	MAQS - 1 \$ 5.54		
	MAQS - 1 + \$ 5.76		
	MAQS - 2 \$ 5.98	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.39		
	MAQS - 3 \$ 6.80		
	MAQS - FlexScratch (Same prices as above)		
Level 6	MAQS - 1 \$ 5.67		
	MAQS - 1 + \$ 5.99		
	MAQS - 2 \$ 6.30	\$1.25 per yd ²	\$1.25 per yd ²
	MAQS - 2 + \$ 6.73		
	MAQS - 3 \$ 7.15		
	MAQS - FlexScratch (Same prices as above)		

EXHIBIT B**CITY-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the ____ day of _____, 2023, by and between the City of Creve Coeur, Missouri (hereinafter called the "City"), and **Donelson Construction Company, LLC**, with offices at **1075 Wise Hill Road, Clever, Missouri 65631** (hereinafter called the "Contractor"). The project identified as the **2023 Microsurfacing Project** (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

- 1) This City-Contractor Agreement
- 2) Agreement for Contract Services between Greene County, Missouri, and Donelson Construction Company, LLC, including Amendments 1, 2, 3, 4, 5, 6, 7, and 8
- 3) Contractor's Affidavit for Public Construction Projects
- 4) Performance and Payment Bonds
- 5) Construction Schedule
- 6) All Modifications issued after execution of this Contract
- 7) The latest version of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

The documents listed above, together with this Agreement, form the Contract and are all as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE II

Scope of Work

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

ARTICLE III

Time of Completion

All time limits stated in the Contract Documents are of the essence.

The Work shall be substantially completed **within ninety (90) days of the written notice to proceed**, unless specified otherwise in writing by the City.

The Contractor's Construction Schedule shall accurately describe when each phase of the Work will be completed within the Time of Completion indicated above. The Contractor's Construction Schedule cannot indicate a completion date that requires more time than what is specified above. An extension of the Time of Completion can be made only through a Change Order from the City.

ARTICLE IV

The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Form Proposal and the unit price bid by the Contractor in the Bid Form Proposal for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VII of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Form Proposal or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be two-hundred-seventy-four thousand, one hundred-seventy-nine dollars and zero cents (\$ 274,179.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table 1. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 34.057 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety-five percent (95%) of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VII of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis, and
- (2) a Traffic Control Plan indicating the location of all proposed signage, detours, and road closures throughout the project which adequately address the traffic control required for the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration and shall be signed and sealed by a professional engineer who is licensed in the state of Missouri.

(3) Proof of compliance with all insurance requirements, acceptable to the City.

(4) All required bonds.

(5) Any missing bid documents.

b) The Notice To Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

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

d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of:

- five hundred dollars (\$500.00) for each calendar day the Contractor fails to comply with the Construction Schedule until the Director of Public Works determines that Substantial Completion of the Work has been achieved; and
- one hundred dollars (\$100.00) for each working day after both the completion date specified in the Construction Schedule has expired and the date that Substantial Completion has been achieved, until final completion and acceptance of the Work.

The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.

e) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which

would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (d) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall

be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General conditions.

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

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

- (i) assign to the City in the manner and to the extent directed by the City all right, title, and interest of the Contractor under any subcontracts, purchase orders, and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
 - (ii) make available to the City, to the extent directed by the City, all construction equipment owned by the Contractor and employed in connection with the Work.
- (b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.

ARTICLE IX

Contractor's Liability Insurance

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

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

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

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
- (d) Owner's Protective Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence
 \$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

ARTICLE X

Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

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

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

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

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, income, limited English proficiency, sex, gender identity, sexual orientation, age or disability.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means

of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI

Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of the City 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.

ARTICLE XII

Compliance with State Law Regarding Israel

Pursuant to Section 34.600 RSMo, the Contractor is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

ARTICLE XIII**The Work**

The Contractor shall furnish all labor, materials, and equipment necessary to complete all activities within the project limits, as specified in the Contract Documents. The Scope of Work generally includes the application of an asphaltic surface sealant to selected residential and commercial roadways within the City of Creve Coeur, as listed below. The locations of the work are subject to change, as determined by the Director of Public Works.

Street Name	General Limits
Balcon Estates.....	Entire neighborhood
Beacon Hill Lane	Entire neighborhood
Bellington Lane	Ladue Road to cul-de-sac
Boothbay Court.....	Bellington Lane to cul-de-sac
Hewlett Court.....	Entire street
Litchford Court	Litchford Way to both culs-de-sac
Litchford Way.....	Bellington Lane to Hewlett Court
Rolling View Road	Conway Road to cul-de-sac
Topsfield Court	Bellington Lane to cul-de-sac

The Scope of Work provides for items as more specifically described in the referenced Contract Documents. All work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

TABLE 1 – CONTRACT UNIT PRICES

ITEM	QUANTITY	UNIT	UNIT COST	EXTENDED COST
MAQS-2 Driving Surface **	37,910	SY	\$5.98	\$ 226,701.80
MAQS-2 Scratch Application	15	SY	\$5.98	\$ 89.70
PressurePave Application	37,910	SY	\$1.25	\$ 47,387.50
NOT-TO-EXCEED CONTRACT SUM:				\$ 274,179.00

** Item thickness to be less than 3/8".

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

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

(SEAL)

By: _____
James H. Heines, Director of Public Works

Attest: _____
City Clerk

Date: _____

DONELSON CONSTRUCTION COMPANY, LLC

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 18, 2023

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Kevin Mulligan, P.E., Civil Engineer

SUBJECT: Recommendation to Pursue Cooperative Purchasing Agreement
FY2024 Microsurfacing Program

City staff has reviewed the contract documents from a competitive public bid for microsurfacing issued and extended by Greene County, Missouri, and staff recommends that the City approve the use of this contract as the basis for a cooperative purchasing agreement for microsurfacing, as is provided for in the Greene County contract and the Code of Ordinances of the City of Creve Coeur.

Project Summary

Microsurfacing is a thin, asphalt-based pavement surface treatment whose purpose is to help preserve asphalt pavement. It does this by providing a new driving surface and by sealing the pavement from oxidization and water infiltration.

Microsurfacing is not an asphalt overlay: it is poured and spread over the pavement rather than rolled smooth. Microsurfacing also relies upon the pavement below it for its strength, meaning that it is best applied to streets that are in good condition. The City's Public Works crews are in the process of repairing and crack sealing the streets in this program in order to provide a solid foundation for the microsurfacing application. This work is critical to the long-term success of the microsurfacing material.

Project Locations. The streets that are proposed for this project generally include Beacon Hill, the Ladue Downs subdivision, Balcon Estates, and Rolling View Road. The proposed FY2024 microsurfacing program will include:

Balcon Estates
Beacon Hill Lane
Bellington Lane
Boothbay Court
Hewlett Court

Litcheford Court
Litcheford Way
Rolling View Road
Topsfield Court

This project is part of the recommended FY2024 roadway maintenance program that was presented to the City Council at the March 13 Work Session. The list of streets above is the same scope of work that was presented at that work session.

Program Goals. The primary goal of the program is to preserve and prolong the life of asphalt pavement. Secondary goals are to structure the program to limit costs, to limit the impacts to residents, to be intuitive, to maintain flexibility for future programs, and to create program

rotation that returns to streets within the 8-10 year lifespan of the material. A program that addresses a general area of the City helps to achieve all of these goals.

The FY2024 microsurfacing program will finish all microsurfacing on Beacon Hill, the Ladue Downs subdivision, Balcon Estates, and Rolling View Road.

Cooperative Agreement using Greene County Bid

In 2017, the City participated in the cooperative purchasing agreement established through the Greene County microsurfacing contract with Donelson Construction Company, LLC, which was signed in December 2016. Specifically, the contract is Greene County Contract #16-0798. Greene County and Donelson Construction have executed amendments to extend their contract for the 2018-2023 construction seasons.

According to Section 140.030 of the City of Creve Coeur Code of Ordinances, the City may participate in a cooperative purchasing agreement that is based upon a contract that was legally set up by another government entity. This section further defines an “acceptable” cooperative agreement to be one that contains the same terms, conditions, and specifications as the City would include in its own contract documents. The terms, conditions, and specifications for the contract amendment are the same as those from the 2017 project.

Due to increases in oil, fuel, and labor costs, there will be an approximately 9% increase in the unit costs for microsurfacing for FY2024. This increase is consistent with both asphalt and concrete unit cost increases.

The cooperative agreement recommended by staff is to enter into a contract with Donelson Construction Company using the amended Greene County contract document as the basis for establishing the cost, terms, and specifications for the work. The proposed contract would not actually involve Greene County, other than to reference their bid documents.

Review of Donelson Construction Company

Donelson Construction Company successfully completed the City’s FY2017-FY2023 microsurfacing projects. Their workmanship, attention to detail, and diligence in completing the project have met or exceeded the City’s requirements each year. In addition, the Donelson Construction Company staff have been well qualified and have been responsive to both staff and residents.

Project Schedule

Work has been underway to prepare most of the project roadways for microsurfacing since April. Past and anticipated milestones in the project schedule include:

December 2016	Greene County bid and contract award (renewed every year through 2023)
March 2023	Pavement program presentation to the City Council
May 2023	Greene County/Donelson 2022 contract extension
May-July 2023	Public Works staff prepare streets in the program
July 24, 2023	Recommendation to City Council
Late August or early September 2023	Construction

The 1-2 hour cure time for the microsurfacing application allows for the work to be completed during the school year. Projects prior to 2015 used a different type of product that had a longer cure time and would conflict with school bus routes.

Financing

The estimated cost for this project is \$274,179.00. The unit price for microsurfacing is \$5.98 per square yard, which is an increase of \$0.70 per square yard over the 2023 project. While the

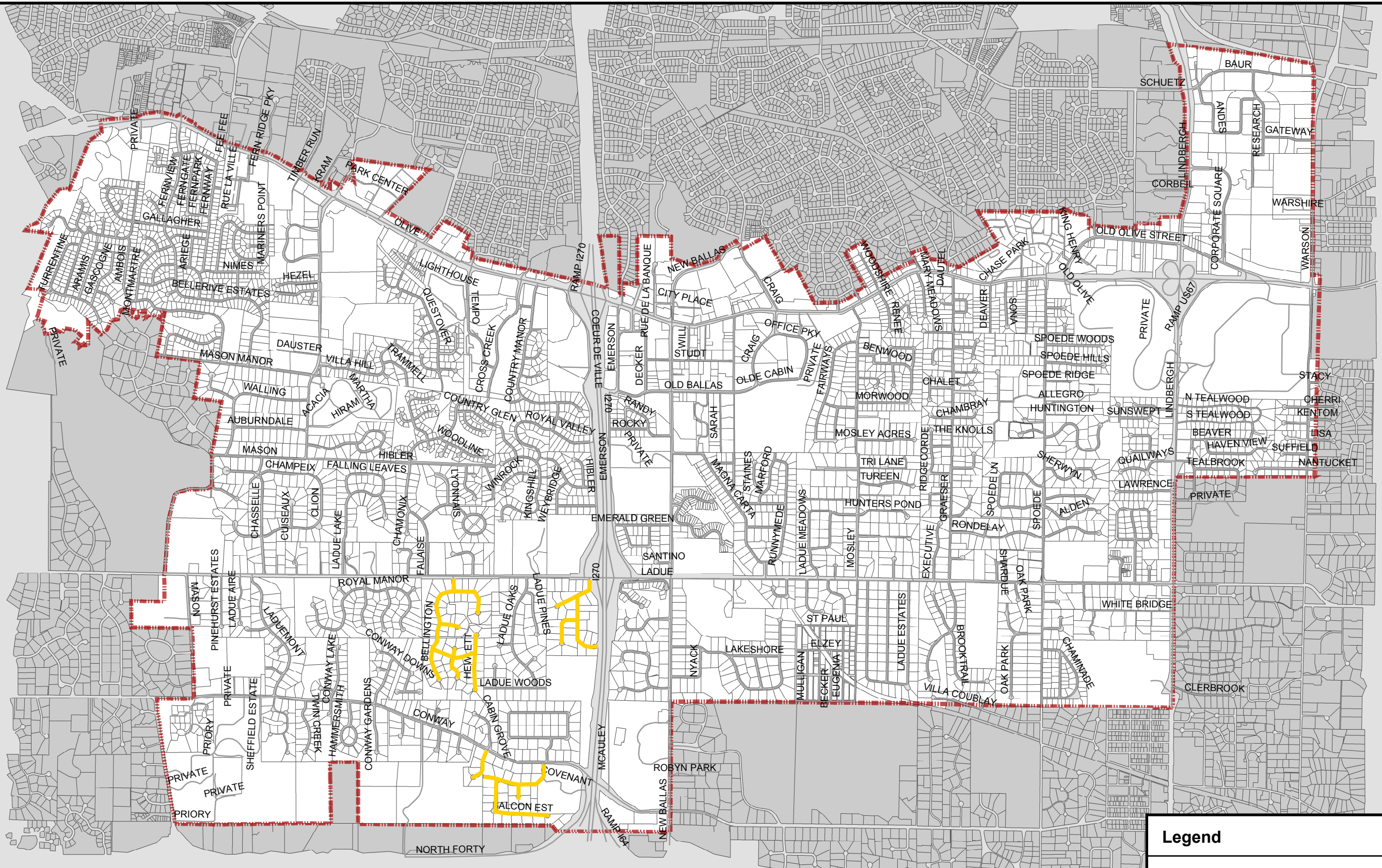
Donelson price has increased about 9%, their price increase is consistent with increases in unit costs for other construction materials – concrete and asphalt.

The proposed microsurfacing project will be funded through the Capital Fund, and specifically through account 02-61-71-9510-60024 for Street and Sidewalk Maintenance. The initial budget for this project was set at \$300,000. There is sufficient money in the budget for this project.

Recommendation

Donelson Construction Company and their microsurfacing product have met or exceeded the City's expectations in the FY2017-FY2023 Microsurfacing Projects, and staff expects that the City will receive the same results with the FY2024 program. Therefore, staff recommends that the City enter into a contract with Donelson Construction Company that extends the Greene County cooperative agreement prices for the proposed microsurfacing project in Creve Coeur.

Attachments: Map of Project Roadways



FY2024 Microsurfacing Project

Legend

- FY2024 Microsurfacing
- Other Roadways

RESOLUTION NO. 1672

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AUTHORIZING THE EXECUTION OF A CONTRACT WITH IDEAL LANDSCAPE CONSTRUCTION, INC. FOR THE MILLENNIUM PARK PHASE 1 PROJECT FOR THE NOT-TO-EXCEED CONTRACT SUM OF \$2,464,368.00.

WHEREAS, the City strives to maintain its park facilities in a safe, efficient, and attractive state in order to maintain the quality of life expected by the community; and

WHEREAS, the playground, splash pad, park furniture, and walkways at Millennium Park need replacement to improve the safety, quality and appearance of the park; and

WHEREAS, the addition of a bandstand, improved ADA access to the Tappmeyer House, and improved site grading and drainage, are recommended to improve the safety, quality and appearance of the park; and

WHEREAS, the Parks Recreation Master Plan calls for the improvement and expansion of the Millennium Park playground and splash pad, as well as, the addition of a bandstand; and

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

WHEREAS, Ideal Landscape Construction, Inc., provided the sole bid for the project, and City staff have evaluated this bid and judged it to be fair and to the City's advantage to accept.

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

Section 1. The Contract between **Ideal Landscape Construction, Inc.** and the City of Creve Coeur, attached hereto as "Exhibit A," with a **not-to-exceed contract sum of \$2,464,368.00**, 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 substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Resolution. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the Contract.

Adopted this 24th day of July, 2023.

Dr. Robert Hoffman, Mayor

Attest:

Kellie Henke, City Clerk



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: July 19, 2023

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Tom Delia, Project Manager - Engineering

SUBJECT: Recommendation to award Millennium Park - Phase 1 Project

Public Works staff has reviewed the proposal submitted by Ideal Landscape Construction Inc. to provide general construction services for the Millennium Park Phase 1 Project. The Project was advertised for bids according to the City's financial policy. City staff recommends that the City enter into a contract with Ideal Landscape Construction Inc. to provide the services for this project, based upon fair bid for the work and their expertise in park projects.

Project Description

The existing Millennium Park was constructed in 2001-2002 and has served as a flag ship park in Creve Coeur and provided features that were original at the time such as a splash pad and state of the art playground. As the park approaches its 25th anniversary, many of the park elements need to be replaced or improved to continue to serve the community. In 2019, Creve Coeur developed a Master Park Plan which called for the following improvements: Expanded and improved playground and splash pad, addition of amphitheater or bandstand, new nature trails with educational elements, improved park access and outdoor fitness elements. The projected cost to implement all improvements was estimated to be approximately \$6 million. In October 2021, it was decided to prioritize these improvements and construct in phases. Phase one (1) called to upgrade and maintain the core park elements. This included replacement of the primary elements like the playgrounds and splash pad. In March 2022, TWM was selected to provide professional engineering service for the project.

The primary goal for this phase of the project will be to provide site grading improvements, replace the existing playgrounds with an expanded single playground, replacement of the splash pad with an expanded splash pad, addition of a bandstand / pavilion, partial walkway replacement in construction area, plaza area reconstruction, park furniture upgrades, and restorations improvements to the existing pavilion and restrooms. The development of the Parks and Recreation Master Plan in 2019 called out for these improvements to the park. The voters' approval of the parks and stormwater sales tax in 2020 made it possible to pursue this project in the City's Capital Improvement Program. In 2022, preliminary project cost estimates exceeded FY2023 budget and the project was postponed to FY2024, so the project could be budgeted to the correct amount and sales tax funds allowed growth to cover the anticipated cost.

Schedule. The project design portion was completed in the spring of 2023. Construction is expected to start after September 4, 2023 (Labor Day) with completion before May 27, 2024 (Memorial Day). Playground and splash pad equipment has 24-to-30-week lead time, so it will be imperative that it is ordered before the start of the construction on September 4, 2023.

Advertisement

The invitation for bids was posted to the Drexel Technologies online plan room, and the invitation for bids was posted on the City's website. Additionally, Creve Coeur's Owner Representative (Navigate) provide construction firms that specialized in constructing park projects similar to this project and invitations to bid were sent to these local contractors. Pre-Bid meeting was well attended and several of these contractors were in attendance.

Bid Results

Despite the large initial interest, the City received only one (1) bid for the Millennium Park – Phase 1 Project, the bid was publicly opened and read in the Council Chambers on Tuesday, June 20, 2023. The bid result is shown below:

<u>Contractor</u>	<u>Bid</u>
1. Ideal Landscape Construction, Inc.	\$2,464,368.00

Bid Break Down

- Total Base Bid\$1,887,868.00
- Total Add Alternate #1 (Bandstand).....\$ 148,000.00
- Total Add Alternate #2 (Splash Pad).....\$ 389,000.00
- Add Alternate #2A (Splash Pad Case).....\$ 39,500.00

A copy of the bid tabulation is attached, and no mathematical errors were found.

Bidders' Qualifications

Ideal Landscape Construction, Inc. is a landscape management company, which focuses on park and landscape project, as well as, ground maintenance services. The company has been in business for over 30 years and became Ideal Landscape Group in 2003. References provided by Ideal Landscape Construction were followed up on by Staff, and site visits were made to several of the projects listed. References were very please with the final product and found the company easy to work with and projects were completed on time and within budget.

Ideal Landscape Construction, Inc. completed the Malcolm Terrace Park Path Project for Creve Coeur in 2021. Staff reported the contractor was easy to work with and completed the project on time. Cost exceeded the budget; this was due to no fault of the contractor but rather unexpected conditions that were encountered with the subsurface stability.

Project Financing

This project is identified in FY2024 of the Capital Improvement Program, with funding for the project allocated through the Park & Storm Water Tax Fund. Specifically, funding is available for this project in the Parks Development Project 05-61-71-9506-204E.

The budget that was established for this project was \$2,300,000. The staff estimate for this project was \$2,217,771.00. While the bid is higher than the staff estimate, total bid was within 11% (or \$246,597) of estimated cost and 7% (or \$164,368) over CIP budgeted cost for this project. Add alternates provide the opportunity if Council decides to drop one or all to bring the bid within budgeted levels.

Recommendation

Public Works staff expects that Ideal Landscape Construction, Inc. will provide the City with high-quality work for the Millennium Park Phase 1 project. Ideal Landscaping Constructions bid was fair for their work and the expertise in landscaping and park improvement projects. Ideal Landscape Construction is capable of successfully completing the site grading work, playground, splash pads, bandstand, and associated elements for this project.

The project has been reviewed with the Parks and Historic Preservation Committee. They have approved and recommend moving forward with the playground, splash pad, bandstand, and park furniture offerings from Ideal Landscaping Construction, Inc.

Public Works staff recommends that the base bid and all bid alternates be pursued with this contract. If a bid alternate should be eliminated from this contract, staff recommends that it be bid alternate #1 (bandstand), as this addition would not impact any of the improvements planned in the rest of the phase 1 project. Note: Staff highly recommends Bid Alternate #2A, the splash pad stainless steel cabinet, which was a post bid addition. This addition would be in leu of a heavy inground vault and includes the additional cost to run the electric and water piping to a optimal location. The benefit for this addition would eliminate a heavy vault lid, the ability to drain the splash pad using gravity, ease of maintenance for park staff, improved protection for mechanical and electronic components. All of which equates to reduce maintenance cost in the future.

Public Works staff recommends that the City Council authorize the execution of a contract with Ideal Landscape Construction, Inc. for the construction of the Millennium Park Phase 1 Project for the not-to-exceed contract price of \$2,464,368.00.

Attachment: Bid Tabulation



BID TABULATION

MILLENNIUM PARK PHASE 1

City of Creve Coeur, Missouri

Bids opened: 10:00 a.m. Wednesday, January 4, 2022

Item Number	Item	Unit	Contract Quantity	Engineer's Estimate		Ideal Landscape Construction Inc		CONTRACTOR #2	
				Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal	Unit Price Bid	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 55,000.00	\$ 55,000.00	\$ 29,058.00	\$ 29,058.00	\$ -	\$ -
202-20.22	TREE REMOVAL, 6"-15"	EA	34	\$ 750.00	\$ 25,500.00	\$ 750.00	\$ 25,500.00	\$ -	\$ -
202-20.23	TREE REMOVAL, OVER 15"	EA	4	\$ 1,500.00	\$ 6,000.00	\$ 3,500.00	\$ 14,000.00	\$ -	\$ -
202-99.02	REMOVAL AND RELOCATION OF EXISTING SIGN	EA	2	\$ 300.00	\$ 600.00	\$ 750.00	\$ 1,500.00	\$ -	\$ -
203-10.00	CLASS "A" EXCAVATION	CY	1,812	\$ 25.00	\$ 45,300.00	\$ 25.00	\$ 45,300.00	\$ -	\$ -
203-10.30	LAND DISTURBANCE PERMIT	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
203-60.00	COMPACTING EMBANKMENT	CY	1,540	\$ 40.00	\$ 61,600.00	\$ 15.00	\$ 23,100.00	\$ -	\$ -
204-60.10	EMBANKMENT IN PLACE	CY	439	\$ 45.00	\$ 19,755.00	\$ 25.00	\$ 10,975.00	\$ -	\$ -
304-05.04	TYPE 1 AGGREGATE BASE (4" THICK)	SY	1,712	\$ 10.00	\$ 17,120.00	\$ 10.00	\$ 17,120.00	\$ -	\$ -
502-99.00	CONCRETE PAVER BLOCK ASSEMBLY	SF	1,260	\$ 25.00	\$ 31,500.00	\$ 15.00	\$ 18,900.00	\$ -	\$ -
603-10.35	ADJUST WATER SERVICE VALVE TO GRADE	EA	2	\$ 25.00	\$ 50.00	\$ 500.00	\$ 1,000.00	\$ -	\$ -
603-99.91	IRRIGATION SYSTEM	LS	1	\$ 31,000.00	\$ 31,000.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -
604-17.00	CLEANOUT	EA	10	\$ 400.00	\$ 4,000.00	\$ 1,000.00	\$ 10,000.00	\$ -	\$ -
604-28.18	18" PVC DRAIN BASIN (NYLOPLAST STRUCTURE W/ BEEHIVE COVER)	EA	2	\$ 2,400.00	\$ 4,800.00	\$ 4,500.00	\$ 9,000.00	\$ -	\$ -
604-28.24	24" PVC DRAIN BASIN (NYLOPLAST STRUCTURE W/ BEEHIVE COVER)	EA	6	\$ 2,400.00	\$ 14,400.00	\$ 5,000.00	\$ 30,000.00	\$ -	\$ -
605-20.24	CLASS "B" PERFORATED UNDERDRAIN (4" PVC)	LF	112	\$ 30.00	\$ 3,360.00	\$ 25.00	\$ 2,800.00	\$ -	\$ -
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,572	\$ 54.00	\$ 84,888.00	\$ 70.00	\$ 110,040.00	\$ -	\$ -
611-50.40	ROCK OUTLET - MODOT TYPE 1	SY	90	\$ 20.00	\$ 1,800.00	\$ 120.00	\$ 10,800.00	\$ -	\$ -
611-99.00	HYDRAULIC GROUT FOR ABANDONED SEWERS	CY	6	\$ 500.00	\$ 3,000.00	\$ 125.00	\$ 750.00	\$ -	\$ -
612-99.00	TEMPORARY TRAFFIC CONTROL AND SITE CONTROLLED FENCING	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
619-00.00	MOBILIZATION (5% CONTRACT FEE)	LS	1	\$ 85,200.00	\$ 85,200.00	\$ 94,800.00	\$ 94,800.00	\$ -	\$ -
627-99.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -
726-54.06	6" POLYVINYL CHLORIDE PIPE, SDR 35	LF	467	\$ 30.00	\$ 14,010.00	\$ 30.00	\$ 14,010.00	\$ -	\$ -
726-99.00	SELECT GRANULAR SEWER BACKFILL	CY	450	\$ 50.00	\$ 22,500.00	\$ 1.00	\$ 450.00	\$ -	\$ -
726-99.12	12" HDPE SEWER PIPE - DUAL WALL	LF	339	\$ 50.00	\$ 16,950.00	\$ 65.00	\$ 22,035.00	\$ -	\$ -
726-99.15	15" HDPE SEWER PIPE - DUAL WALL	LF	240	\$ 60.00	\$ 14,400.00	\$ 75.00	\$ 18,000.00	\$ -	\$ -
731-00.48	PRECAST CONCRETE MANHOLE (48")	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -
731-99.48	PRECAST CONCRETE SAMPLING MANHOLE (48")	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -
732-00.15	15" FLARED END SECTION	EA	1	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -
732-10.12	12" FLARED END SECTION (METAL)	EA	2	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ -	\$ -
732-99.06	6" PVC BEVELED END SECTION	EA	2	\$ 25.00	\$ 50.00	\$ 10.00	\$ 20.00	\$ -	\$ -
802-20.00	PERMANENT EROSION CONTROL BLANKET	SY	129	\$ 10.00	\$ 1,290.00	\$ 10.00	\$ 1,290.00	\$ -	\$ -
803-10.00	SODDING	SY	7,015	\$ 12.00	\$ 84,180.00	\$ 10.00	\$ 70,150.00	\$ -	\$ -
806-45.08	INLET PROTECTION DEVICE - FILTER SOCK / ROLL	EA	3	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ -	\$ -
806-45.12	INLET PROTECTION DEVICE - FABRIC DROP	EA	9	\$ 150.00	\$ 1,350.00	\$ 50.00	\$ 450.00	\$ -	\$ -
806-46.01	CONSTRUCTION ENTRANCE	EA	1	\$ 800.00	\$ 800.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -
806-70.00	SILT FENCE	LF	990	\$ 2.00	\$ 1,980.00	\$ 2.50	\$ 2,475.00	\$ -	\$ -
840-99.01	OVERSTORY TREE (2")	EA	26	\$ 450.00	\$ 11,700.00	\$ 500.00	\$ 13,000.00	\$ -	\$ -
840-99.02	SHRUBS / ORNAMENTAL GRASSES (3 GAL)	EA	231	\$ 50.00	\$ 11,550.00	\$ 65.00	\$ 15,015.00	\$ -	\$ -
840-99.03	GROUND COVER PLANTS (PLUGS @12" O.C.)	EA	1,260	\$ 5.00	\$ 6,300.00	\$ 5.00	\$ 6,300.00	\$ -	\$ -
840-99.04	BIORETENTION BASIN PLANTING (PLUGS @18-24" O.C.)	EA	1,037	\$ 5.00	\$ 5,185.00	\$ 5.00	\$ 5,185.00	\$ -	\$ -
840-99.05	SHRUB BED - MULCH	SY	333	\$ 10.00	\$ 3,330.00	\$ 20.00	\$ 6,660.00	\$ -	\$ -
840-99.06	SHRUB MED - PLANTING SOIL AMENDMENT	SY	333	\$ 5.00	\$ 1,665.00	\$ 20.00	\$ 6,660.00	\$ -	\$ -
904-99.00	ELECTRICAL SERVICE	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -
980-99.00	SAFETY SURFACE MATERIAL - PLAYGROUND (SURFACE & CONCRETE BASE)	SF	12,260	\$ 27.50	\$ 337,150.00	\$ 22.50	\$ 275,850.00	\$ -	\$ -
980-99.04	SITE AMENITY FEATURES (ALLOCATION)	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -

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980-99.02	PLAYGROUND EQUIPMENT & FEATURES (ALLOCATION)	LS	1	\$ 616,500.00	\$ 616,500.00	\$ 616,500.00	\$ 616,500.00	\$ -	\$ -
980-99.06	RESTORATION OF EXISTING PAVILION AND RESTROOM (PREP & PAINT)	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -
980-99.07	COMPOSITE DECK AND ADA RAMP IMPROVEMENTS	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 43,375.00	\$ 43,375.00	\$ -	\$ -
203-10.00	CLASS "A" EXCAVATION	CY	10	\$ 25.00	\$ 250.00	\$ 30.00	\$ 300.00	\$ -	\$ -
304-05.04	TYPE 1 AGGREGATE BASE (4" THICK)	SY	87	\$ 10.00	\$ 870.00	\$ 10.00	\$ 870.00	\$ -	\$ -
502-99.01	GRASS PAVERS	SF	1,400	\$ 8.00	\$ 11,200.00	\$ 8.00	\$ 11,200.00	\$ -	\$ -
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	87	\$ 54.00	\$ 4,698.00	\$ 70.00	\$ 6,090.00	\$ -	\$ -
609-10.54	CONCRETE CURB, MOUNTABLE (6")	LF	14	\$ 20.00	\$ 280.00	\$ 40.00	\$ 560.00	\$ -	\$ -
619-00.00	MOBILIZATION (5% CONTRACT FEE)	LS	1	\$ 6,900.00	\$ 6,900.00	\$ 6,100.00	\$ 6,100.00	\$ -	\$ -
627-99.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 1,800.00	\$ 1,800.00	\$ 500.00	\$ 500.00	\$ -	\$ -
803-10.00	SODDING	SY	190	\$ 12.00	\$ 2,280.00	\$ 10.00	\$ 1,900.00	\$ -	\$ -
904-99.02	ELECTRICAL SERVICE	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,480.00	\$ 2,480.00	\$ -	\$ -
980-99.05	BANDSTAND ASSEMBLY (ALLOCATION)	LS	1	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	\$ 118,000.00	\$ -	\$ -
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
202-20.22	TREE REMOVAL, 6"-15"	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ -	\$ -
203-10.00	CLASS "A" EXCAVATION	CY	951	\$ 25.00	\$ 23,775.00	\$ 30.00	\$ 28,530.00	\$ -	\$ -
203-60.00	COMPACTING EMBANKMENT	CY	808	\$ 40.00	\$ 32,320.00	\$ 15.00	\$ 12,120.00	\$ -	\$ -
304-05.04	TYPE 1 AGGREGATE BASE (4" THICK)	SY	302	\$ 10.00	\$ 3,020.00	\$ 10.00	\$ 3,020.00	\$ -	\$ -
603-10.40	ADJUST WATER SERVICE VALVE TO GRADE	EA	1	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00	\$ -	\$ -
603-90.01	WATER SERVICE VALVE AND BOX	EA	1	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
604-17.00	CLEANOUT	EA	2	\$ 400.00	\$ 800.00	\$ 1,000.00	\$ 2,000.00	\$ -	\$ -
607-99.48	ORNAMENTAL FENCE (48") - INCLUDES GATES	LF	200	\$ 200.00	\$ 40,000.00	\$ 160.00	\$ 32,000.00	\$ -	\$ -
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	326	\$ 54.00	\$ 17,604.00	\$ 70.00	\$ 22,820.00	\$ -	\$ -
611-50.40	ROCK OUTLET - MODOT TYPE 1	SY	8	\$ 35.00	\$ 280.00	\$ 120.00	\$ 960.00	\$ -	\$ -
612-99.00	TEMPORARY TRAFFIC CONTROL AND SITE CONTROLLED FENCING	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ -	\$ -
619-00.00	MOBILIZATION (5% CONTRACT FEE)	LS	1	\$ 20,600.00	\$ 20,600.00	\$ 4,604.00	\$ 4,604.00	\$ -	\$ -
627-99.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ -	\$ -
726-54.06	6" POLYVINYL CHLORIDE PIPE, SDR 35	LF	200	\$ 30.00	\$ 6,000.00	\$ 30.00	\$ 6,000.00	\$ -	\$ -
726-99.00	SELECT GRANULAR SEWER BACKFILL	CY	216	\$ 50.00	\$ 10,800.00	\$ 1.00	\$ 216.00	\$ -	\$ -
726-99.03	3" HDPE DUCTILE IRON PRESSURE PIPE, DR 17 CLASS 100	LF	63	\$ 30.00	\$ 1,890.00	\$ 10.00	\$ 630.00	\$ -	\$ -
731-00.48	PRECAST CONCRETE MANHOLE (48")	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -
732-99.06	6" PVC BEVELED END SECTION	EA	1	\$ 25.00	\$ 25.00	\$ 10.00	\$ 10.00	\$ -	\$ -
803-10.00	SODDING	SY	1,233	\$ 12.00	\$ 14,796.00	\$ 10.00	\$ 12,330.00	\$ -	\$ -
840-99.01	OVERSTORY TREE (2")	EA	4	\$ 450.00	\$ 1,800.00	\$ 500.00	\$ 2,000.00	\$ -	\$ -
840-99.02	SHRUBS / ORNAMENTAL GRASSES (3 GAL)	EA	25	\$ 50.00	\$ 1,250.00	\$ 65.00	\$ 1,625.00	\$ -	\$ -
840-99.05	SHRUB BED - MULCH	SY	9	\$ 10.00	\$ 90.00	\$ 20.00	\$ 180.00	\$ -	\$ -
840-99.06	SHRUB MED - PLANTING SOIL AMENDMENT	SY	9	\$ 5.00	\$ 45.00	\$ 20.00	\$ 180.00	\$ -	\$ -
904-50.75	CONDUIT, 3/4"	LF	43	\$ 5.00	\$ 215.00	\$ 5.00	\$ 215.00	\$ -	\$ -
980-99.01	CONCRETE SURFACE MATERIAL, COLORED - SPLASH PAD	SY	336	\$ 95.00	\$ 31,920.00	\$ 85.00	\$ 28,560.00	\$ -	\$ -
980-99.03	SPLASH PAD EQUIPMENT & FEATURES (INCL. CONTROL VAULT) (ALLOCATION)	LS	1	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ 210,000.00	\$ -	\$ -
	ALTERNATE #2A -Rain Drop Stainless Steel Cabinet Assembly in lue of Inground Vault	LS	1			\$ 39,500.00	\$ 39,500.00		

	Engineer's Estimate	Ideal Landscaping Construction Inc	CONTRACTOR #2
Total Bid:	\$ 2,217,771.00	\$ 2,464,368.00	\$ -

Denotes discrepancy between price written in word and numbers. Price written in words shown.

Denotes calculation error. Corrected value shown.



CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2023, by and between the City of Creve Coeur, Missouri (hereinafter called the "City") and, **Ideal Landscape Construction, Inc.**, with offices at **6252 Olsen Rd., St Louis MO** (hereinafter called the "Contractor"). The project is identified as **Millennium Park – Phase 1** (hereinafter called the "Work" or the "Project").

WITNESSETH:

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

ARTICLE I

The Contract Documents

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

- 1) This City-Contractor Agreement
- 2) General Conditions of City-Contractor Agreement
- 3) Job Special Provisions
- 4) Construction Details
- 5) Non-Collusion Affidavit
- 6) Contractor's Affidavit for Public Construction Projects
- 7) Construction Schedule
- 8) Missouri Annual Wage Order
- 9) All Addenda to the Bid Documents and all Modifications issued after execution of this Contract

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

ARTICLE II
Scope of Work

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

ARTICLE III
Time of Completion

All time limits stated in the Contract Documents are of the essence.

The Work to be performed under the Contract shall commence within **twenty (20) calendar days** of the date of the written Notice to Proceed as issued by the City, and the Work shall be completed **by May 24, 2024**.

The Contractor's Construction Schedule shall describe when each phase of the Work will be completed within the Time of Completion indicated above. The Contractor's Construction Schedule cannot indicate a completion date that requires more time than what is indicated above. An extension of the Time of Completion can be made only through a Change Order from the City, in accordance with the General Conditions of the City-Contractor Agreement.

ARTICLE IV
The Contract Sum and Payments

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Bid Proposal Form and the unit price bid by the Contractor in the Bid Proposal Form for that item, adjusted to account for any Modification(s), as defined in the General Conditions, made in compliance with Article VI of this Agreement and made prior to the execution of this Agreement. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual work may require different item quantities than those that were included in the Bid Proposal Form or a pre-construction Modification and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be two million, four hundred and sixty-four thousand, three hundred sixty-eight dollars and zero cents (\$2,464,368.00). The Contract unit prices and Contract item quantities are listed in Table 1 of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and

as illustrated in Table 1 of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table 1.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 8.960 RSMo. the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, ninety percent (90%) [95% if Contract Sum exceeds \$50,000] of the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table 1 and adjusted through subsequent Modification(s), if any, made in compliance with Article VI of this Agreement; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V

Performance of the Work

(a) Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval:

- (1) A Construction Schedule for the Work, which shall indicate the target dates for starting and completing the various stages of the Work and which shall comply with the times set forth in Article III.
- (2) A Traffic Control Plan indicating the location of all proposed signage, detours, and lane closures requested for the Work and which adequately address and maintain the pedestrian and vehicular traffic during the Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (MUTCD) developed by the Federal Highway Administration, as referenced in Article I of this Agreement.
- (3) Proof of compliance with all insurance requirements, acceptable to the City.
- (4) All required bonds.
- (5) Any missing bid documents.

(b) The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the contract or submittal to and approval by the City of the foregoing required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the contract by the City upon three (3) days advance written notice.

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

(d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages, and not as a penalty, the sum of:

- five hundred dollars (\$500.00) for each calendar day the Contractor fails to comply with the Construction Schedule until the Director of Public Works determines that Substantial Completion of the Work has been achieved; and
- one hundred dollars (\$100.00) for each working day after both the completion date specified in the Construction Schedule has expired and the date that Substantial Completion has been achieved, until final completion and acceptance of the Work.

The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to the Contractor from the City. Excessive delay, as determined by the Director of Public Works, may be grounds for termination of the City-Contractor Agreement, as discussed in Article VIII.

(e) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City, at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (d) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (d) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time, but only as determined and approved by the Director of Public Works.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the contract by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the Contract unit prices listed in Table 1 of this Agreement, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an

acceptable fee properly itemized and supported by sufficient substantiating data to permit evaluation, by an acceptable cost-plus-percentage fee, or by an acceptable fixed fee.

ARTICLE VIII

Termination of the City-Contractor Agreement

(a) If the Contractor is adjudged a bankrupt; or if the Contractor makes a general assignment for the benefit of creditors; or if a receiver is appointed on account of the Contractor's insolvency; or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule; or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon, and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the value of the Work completed to date shall exceed the expenses of finishing the Work, including additional professional, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the value of the Work completed to date, the Contractor shall pay the difference to the City promptly upon demand.

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

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each accident

(d) Owner's Protective Bodily Injury

Including Death:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence
	\$1,000,000 aggregate

The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days written advance notice to the City of any change or cancellation. Proof of compliance with these requirements shall be furnished to and approved by the City prior to the Contractor commencing the Work on this project. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the work on this project.

ARTICLE X
Equal Opportunity and Non-Discrimination

The Contractor will comply with all provisions of federal, state, and local codes, ordinances, and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination, including, but not limited to, Chapter 230 of the Code of Ordinances of the City of Creve Coeur, Missouri.

In the event that any or all of the provision(s) of this Article conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the Contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances, or regulations.

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

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

Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity provisions cited in CFR 23, Subpart D – Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 – Non-Discrimination in Federally-assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, E.E. 11246 and Title VII of the Civil Rights Act of 1964.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of

equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, ancestry, income, limited English proficiency, sex, gender, gender identity, sexual orientation, age, disability, or familial status.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a) Withholding payments to the contractor under the contract until the contractor complies and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The contractor shall include provisions of paragraphs (1) through (5) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XI
Conflicts of Interest

The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest. A detailed discussion of conflicts of interest can be found in Section 5.6 of the General Conditions of City-Contractor Agreement.

ARTICLE XII
The Work

The Contractor shall furnish all labor, materials, and equipment necessary to complete all services included in the Work. The scope of work includes demolition of two playgrounds, splash pad, and existing walkways, installation of new grading pad for new playground and splash pad, concrete walkways, site grading, bandstand, irrigation system and associated landscaping work in the City of Creve Coeur. This work is more specifically described in the Project Specifications.

The Work shall be completed to the satisfaction of the Director of Public Works for the City of Creve Coeur.

TABLE 1
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ 75,000.00	\$ 75,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 29,058.00	\$ 29,058.00
202-20.22	TREE REMOVAL, 6"-15"	EA	34	\$ 750.00	\$ 25,500.00
202-20.23	TREE REMOVAL, OVER 15"	EA	4	\$ 3,500.00	\$ 14,000.00
202-99.02	REMOVAL AND RELOCATION OF EXISTING SIGN	EA	2	\$ 750.00	\$ 1,500.00
203-10.00	CLASS "A" EXCAVATION	CY	1,812	\$ 25.00	\$ 45,300.00
203-10.30	LAND DISTURBANCE PERMIT	LS	1	\$ 1,500.00	\$ 1,500.00
203-60.00	COMPACTING EMBANKMENT	CY	1,540	\$ 15.00	\$ 23,100.00
204-60.10	EMBANKMENT IN PLACE	CY	439	\$ 25.00	\$ 10,975.00
304-05.04	TYPE 1 AGGREGATE BASE (4" THICK)	SY	1,712	\$ 10.00	\$ 17,120.00
502-99.00	CONCRETE PAVER BLOCK ASSEMBLY	SF	1,260	\$ 15.00	\$ 18,900.00
603-10.35	ADJUST WATER SERVICE VALVE TO GRADE	EA	2	\$ 500.00	\$ 1,000.00
603-99.91	IRRIGATION SYSTEM	LS	1	\$ 60,000.00	\$ 60,000.00
604-17.00	CLEANOUT	EA	10	\$ 1,000.00	\$ 10,000.00
604-28.18	18" PVC DRAIN BASIN (NYLOPLAST STRUCTURE W/ BEEHIVE COVER)	EA	2	\$ 4,500.00	\$ 9,000.00
604-28.24	24" PVC DRAIN BASIN (NYLOPLAST STRUCTURE W/ BEEHIVE COVER)	EA	6	\$ 5,000.00	\$ 30,000.00
605-20.24	CLASS "B" PERFORATED UNDERDRAIN (4" PVC)	LF	112	\$ 25.00	\$ 2,800.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	1,572	\$ 70.00	\$ 110,040.00
611-50.40	ROCK OUTLET - MODOT TYPE 1	SY	90	\$ 120.00	\$ 10,800.00
611-99.00	HYDRAULIC GROUT FOR ABANDONED SEWERS	CY	6	\$ 125.00	\$ 750.00
612-99.00	TEMPORARY TRAFFIC CONTROL AND SITE CONTROLLED FENCING	LS	1	\$ 1,000.00	\$ 1,000.00
619-00.00	MOBILIZATION (5% CONTRACT FEE)	LS	1	\$ 94,800.00	\$ 94,800.00
627-99.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 7,500.00	\$ 7,500.00
726-54.06	6" POLYVINYL CHLORIDE PIPE, SDR 35	LF	467	\$ 30.00	\$ 14,010.00
726-99.00	SELECT GRANULAR SEWER BACKFILL	CY	450	\$ 1.00	\$ 450.00
726-99.12	12" HDPE SEWER PIPE - DUAL WALL	LF	339	\$ 65.00	\$ 22,035.00
726-99.15	15" HDPE SEWER PIPE - DUAL WALL	LF	240	\$ 75.00	\$ 18,000.00
731-00.48	PRECAST CONCRETE MANHOLE (48")	EA	1	\$ 7,500.00	\$ 7,500.00
731-99.48	PRECAST CONCRETE SAMPLING MANHOLE (48")	EA	1	\$ 7,500.00	\$ 7,500.00
732-00.15	15" FLARED END SECTION	EA	1	\$ 1,500.00	\$ 1,500.00
732-10.12	12" FLARED END SECTION (METAL)	EA	2	\$ 750.00	\$ 1,500.00

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
732-99.06	6" PVC BEVELED END SECTION	EA	2	\$ 10.00	\$ 20.00
802-20.00	PERMANENT EROSION CONTROL BLANKET	SY	129	\$ 10.00	\$ 1,290.00
803-10.00	SODDING	SY	7,015	\$ 10.00	\$ 70,150.00
806-45.08	INLET PROTECTION DEVICE - FILTER SOCK / ROLL	EA	3	\$ 100.00	\$ 300.00
806-45.12	INLET PROTECTION DEVICE - FABRIC DROP	EA	9	\$ 50.00	\$ 450.00
806-46.01	CONSTRUCTION ENTRANCE	EA	1	\$ 2,500.00	\$ 2,500.00
806-70.00	SILT FENCE	LF	990	\$ 2.50	\$ 2,475.00
840-99.01	OVERSTORY TREE (2")	EA	26	\$ 500.00	\$ 13,000.00
840-99.02	SHRUBS / ORNAMENTAL GRASSES (3 GAL)	EA	231	\$ 65.00	\$ 15,015.00
840-99.03	GROUND COVER PLANTS (PLUGS @12" O.C.)	EA	1,260	\$ 5.00	\$ 6,300.00
840-99.04	BIORETENTION BASIN PLANTING (PLUGS @18-24" O.C.)	EA	1,037	\$ 5.00	\$ 5,185.00
840-99.05	SHRUB BED - MULCH	SY	333	\$ 20.00	\$ 6,660.00
840-99.06	SHRUB MED - PLANTING SOIL AMENDMENT	SY	333	\$ 20.00	\$ 6,660.00
904-99.00	ELECTRICAL SERVICE	LS	1	\$ 30,000.00	\$ 30,000.00
980-99.00	SAFETY SURFACE MATERIAL - PLAYGROUND (SURFACE & CONCRETE BASE)	SF	12,260	\$ 22.50	\$ 275,850.00
980-99.04	SITE AMENITY FEATURES (ALLOCATION)	LS	1	\$ 80,000.00	\$ 80,000.00
980-99.02	PLAYGROUND EQUIPMENT & FEATURES (ALLOCATION)	LS	1	\$ 616,500.00	\$ 616,500.00
980-99.06	RESTORATION OF EXISTING PAVILION AND RESTROOM (PREP & PAINT)	LS	1	\$ 40,000.00	\$ 40,000.00
980-99.07	COMPOSITE DECK AND ADA RAMP IMPROVEMENTS	LS	1	\$ 43,375.00	\$ 43,375.00
203-10.00	CLASS "A" EXCAVATION	CY	10	\$ 30.00	\$ 300.00
304-05.04	TYPE 1 AGGREGATE BASE (4" THICK)	SY	87	\$ 10.00	\$ 870.00
502-99.01	GRASS PAVERS	SF	1,400	\$ 8.00	\$ 11,200.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	87	\$ 70.00	\$ 6,090.00
609-10.54	CONCRETE CURB, MOUNTABLE (6")	LF	14	\$ 40.00	\$ 560.00
619-00.00	MOBILIZATION (5% CONTRACT FEE)	LS	1	\$ 6,100.00	\$ 6,100.00
627-99.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 500.00	\$ 500.00
803-10.00	SODDING	SY	190	\$ 10.00	\$ 1,900.00
904-99.02	ELECTRICAL SERVICE	LS	1	\$ 2,480.00	\$ 2,480.00
980-99.05	BANDSTAND ASSEMBLY (ALLOCATION)	LS	1	\$ 118,000.00	\$ 118,000.00
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 10,000.00	\$ 10,000.00
202-20.22	TREE REMOVAL, 6"-15"	EA	1	\$ 750.00	\$ 750.00
203-10.00	CLASS "A" EXCAVATION	CY	951	\$ 30.00	\$ 28,530.00
203-60.00	COMPACTING EMBANKMENT	CY	808	\$ 15.00	\$ 12,120.00
304-05.04	TYPE 1 AGGREGATE BASE (4" THICK)	SY	302	\$ 10.00	\$ 3,020.00

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
603-10.40	ADJUST WATER SERVICE VALVE TO GRADE	EA	1	\$ 750.00	\$ 750.00
603-90.01	WATER SERVICE VALVE AND BOX	EA	1	\$ 1,000.00	\$ 1,000.00
604-17.00	CLEANOUT	EA	2	\$ 1,000.00	\$ 2,000.00
607-99.48	ORNAMENTAL FENCE (48") - INCLUDES GATES	LF	200	\$ 160.00	\$ 32,000.00
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	326	\$ 70.00	\$ 22,820.00
611-50.40	ROCK OUTLET - MODOT TYPE 1	SY	8	\$ 120.00	\$ 960.00
612-99.00	TEMPORARY TRAFFIC CONTROL AND SITE CONTROLLED FENCING	LS	1	\$ 500.00	\$ 500.00
619-00.00	MOBILIZATION (5% CONTRACT FEE)	LS	1	\$ 4,604.00	\$ 4,604.00
627-99.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ 500.00	\$ 500.00
726-54.06	6" POLYVINYL CHLORIDE PIPE, SDR 35	LF	200	\$ 30.00	\$ 6,000.00
726-99.00	SELECT GRANULAR SEWER BACKFILL	CY	216	\$ 1.00	\$ 216.00
726-99.03	3" HDPE DUCTILE IRON PRESSURE PIPE, DR 17 CLASS 100	LF	63	\$ 10.00	\$ 630.00
731-00.48	PRECAST CONCRETE MANHOLE (48")	EA	1	\$ 7,500.00	\$ 7,500.00
732-99.06	6" PVC BEVELED END SECTION	EA	1	\$ 10.00	\$ 10.00
803-10.00	SODDING	SY	1,233	\$ 10.00	\$ 12,330.00
840-99.01	OVERSTORY TREE (2")	EA	4	\$ 500.00	\$ 2,000.00
840-99.02	SHRUBS / ORNAMENTAL GRASSES (3 GAL)	EA	25	\$ 65.00	\$ 1,625.00
840-99.05	SHRUB BED - MULCH	SY	9	\$ 20.00	\$ 180.00
840-99.06	SHRUB MED - PLANTING SOIL AMENDMENT	SY	9	\$ 20.00	\$ 180.00
904-50.75	CONDUIT, 3/4"	LF	43	\$ 5.00	\$ 215.00
980-99.01	CONCRETE SURFACE MATERIAL, COLORED - SPLASH PAD	SY	336	\$ 85.00	\$ 28,560.00
980-99.03	SPLASH PAD EQUIPMENT & FEATURES (INCL. CONTROL VAULT) (ALLOCATION)	LS	1	\$ 210,000.00	\$ 210,000.00
	ALTERNATE #2A - Rain Drop Stainless Steel Cabinet Assembly in lue of inground vault	LS	1	\$ 39,500.00	\$ 39,500.00
CONTRACT SUM:				\$	2,464,368.00

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

CITY OF CREVE COEUR

By _____
Mark C. Perkins, City Administrator

By _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____, State of _____ and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Creve Coeur, Missouri, hereinafter called the "City," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as the **Millennium Park – Phase 1 Project** located at Millennium Park within the City of Creve Coeur in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs, or replacements for any period of time after the work is completed as provided for in the Contract, and shall for use in the prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat. SS 522.010et seq., and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year

after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this ____ day of _____, 2023,

In the presence of: _____ (SEAL)

_____ By: _____

_____ (SEAL)

_____ By: _____